

City of Redmond



Redmond
WASHINGTON

Agenda

Tuesday, October 1, 2024

4:30 PM

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

Committee of the Whole - Planning and Public Works

Committee Members

Melissa Stuart, Presiding Officer

Jeralee Anderson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Angie Nuevacamina

Osman Salahuddin

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

AGENDA

ROLL CALL

1. Recommendations on Amendments to the Redmond [CM 24-456](#) Municipal and Zoning Code for Conformance with State Legislation: Senate Bill 5290 and House Bill 1293

[Attachment 1: Planning Commission Recommendation with Attachments](#)

[Attachment 2: Technical Committee Report](#)

[Attachment 2.b: Staff Compliance Review](#)

[Attachment 2.b.i: RZC 21.76 Review Procedures](#)

[Attachment 2.b.ii: RZC 21.58 Introduction Design Standards Scope and Authority](#)

[Attachment 2.b.iii: RZC 21.78 Definitions](#)

[Attachment 2.b.iv: RMC 4.23 Design Review Board](#)

[Attachment 2.b.v: RMC Sections per Omission of Design Review Board](#)

[Attachment 3.a: City Council Issues Matrix - Study Session 09102024](#)

[Attachment 3.b: City Council Issues Matrix - New for the October 1](#)

[Attachment 4: Planning Commission Recommended Addendum to Amendments to RZC 21.76](#)

[Attachment 5: Legislative Comparison to Development Regulations and Process Performance Improvement Plan](#)

[Attachment 6: Presentation](#)

Department: Planning and Community Development, 10 minutes

Requested Action: Consent, October 15th

Legislative History

7/2/24	Committee of the Whole - Planning and Public Works	referred to the City Council
7/16/24	City Council	presented
9/10/24	City Council	referred to the City Council

2. Approval of the 2025 Tourism Grant Funding - Lodging Tax [CM 24-460](#)
Advisory Committee (LTAC) Recommendations
[Attachment A: 2025 List of Grant Applicants](#)
[Attachment B: Simplified Scoring 2025 Tourism Grants](#)
[Attachment C: 2025 Grant Application Full Scoring Matrix_FINAL LTAC Recommended](#)
[Attachment D: September 9 2024 LTAC Meeting_DRAFT MINUTES](#)
[Attachment E: General Tourism and LTAC FAQ and Overview_2024](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, October 15th

3. Acceptance of Washington State Tourism Technical [CM 24-461](#)
Assistance Grant in the Amount of \$10,500
[Attachment A: Technical Assistance Grant Award Acceptance Document](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, October 15th

4. Approval of a Consultant Agreement with Bullseye Creative [CM 24-462](#)
in the Amount of \$525,000 for support of the Experience
Redmond Tourism Brand
[Attachment A: DRAFT Bullseye Creative Contract 2025-2027](#)
[Attachment B: RFP 10830-24 Scope of Work](#)
[Attachment C: Bullseye Creative RFP Response](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, October 15th

5. Approve \$227,140 Washington Conservation Corps (WCC) [CM 24-432](#)
2024-25 Agreement between the City of Redmond and the
Washington State Department of Ecology
[Attachment A: WCC 2024-25 Restoration and Maintenance Map](#)
[Attachment B: WCC 2024-25 Agreement](#)

Department: Public Works, 5 minutes

Requested Action: Consent, October 15th

6. Approve Vendor Agreements for Adaptive Traffic Signal [CM 24-455](#)
Control - Downtown Project
[Attachment A: Qfree Hardware and Software Sales Agreement](#)
[Attachment B: Qfree Hardware and Software Sales Agreement Amendment](#)
[Attachment C: AM Signal Hardware Sales Agreement](#)
[Attachment D: AM Signal Hardware Sales Agreement Amendment](#)
[Attachment E: Adaptive Traffic Signal Control - Downtown PIS](#)
[Attachment F: Adaptive Signals Issues Matrix July 2, 2024](#)

Department: Public Works, 5 minutes

Requested Action: Consent, October 15th

7. Award Construction Contract to Lakeside Industries Inc. and [CM 24-459](#)
Approve Consultant Services Agreement Supplement 1 with
David Evans and Associates, Inc. for the West Lake
Sammamish Parkway Pavement Preservation (Marymoor to
Leary) Project.
[Attachment A: Pavement Mgmt - WLSP \(Marymoor to Leary\) PIS](#)
[Attachment B: WLSP Paving Council Memo Attachment](#)
[Attachment C: WSLP Preservation DEA Supplemental Agreement](#)

Department: Public Works, 5 minutes

Requested Action: Consent, October 15th

8. Capital Investment Program (CIP) project updates - Q3 2024 [CM 24-458](#)
[Attachment A: CIP Quarter 3 Projects Updates](#)
[Attachment B: Projects List - Council Handout](#)

Department: Public Works, 5 minutes

Requested Action: Informational

9. Council Policy Proposals Review [CM 24-468](#)
[Attachment A: Council Policy Proposal \(No. 4\)](#)
[Attachment A, Exhibit 1: Resolution](#)
[Attachment B: Council Policy Proposal \(No. 5\)](#)
[Attachment B, Exhibit 1: Ordinance 1640](#)
[Attachment C: Council Policy Proposal \(No. 6\)](#)
[Attachment D: Council Policy Proposal \(No. 7\)](#)
[Attachment E: Council Policy Proposal \(No. 8\)](#)

Council, 15 minutes

Legislative History

9/24/24

City Council

referred to the Committee of the Whole -
Planning and Public Works

ADJOURNMENT

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



Memorandum

Date: 10/1/2024
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-456
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
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	David Lee	Current Development and Implementation Manager
Planning and Community Development	Tim McHarg	Principal Planner
Planning and Community Development	Kimberly Dietz	Principal Planner
Planning and Community Development	Jason Lynch	Deputy Director

TITLE:

Recommendations on Amendments to the Redmond Municipal and Zoning Code for Conformance with State Legislation: Senate Bill 5290 and House Bill 1293

OVERVIEW STATEMENT:

The City is required by state legislation to amend its development regulations for conformance with Senate Bill 5290 (SB-5290) and Housing Bill 1293 (HB-1293). This legislation involves project permit processes and design review of development projects. This item was referred from the September 10 Study Session to the October 1 Planning & Public Works Committee of the Whole meeting for further discussion regarding the proposal to repeal the Design Review Board section of the Redmond Municipal Code. A new City Council Issues Matrix has been prepared to respond to additional questions and capture comments received on this topic since the study session. Refer to Attachment 3b.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

Senate Bill-5290 amends the Local Project Review Act, Chapter 36.70B RCW, with the intent to increase the timeliness and predictability of local project review. The intent of HB-1293 is also to increase the timeliness of local project review specific to the application of design review standards. Provisions in the Local Project Review Act apply to local governments, such as the City of Redmond, planning under the Growth Management Act (GMA) pursuant to RCW 36.70A.040.

- **Required:**

SB-5290

Senate Bill-5290 amended the Local Project Review Act, Chapter 36.70B RCW, with the intent to increase the timeliness and predictability of local project review. Required code amendments are intended to modernize and streamline local project review. The effective date of SB-5290 was July 23, 2023, except for section 7, which will take effect on January 1, 2025. Senate Bill-5290 requires jurisdiction to:

- Update local permit review timelines;
- Clarify the determination of completeness process;
- Create a new exemption from site plan review for certain interior projects that contain no exterior alterations;
- Update annual reporting requirements related to permit issuance; and
- Issue partial permit fee refunds for failure to timely process permit applications when optional streamlining provisions enumerated in the bill are not adopted.

[Additional information including bill history is available here. <](#)

<https://app.leg.wa.gov/bills/summary?BillNumber=5290&Initiative=false&Year=2023>>

HB-1293

House Bill-1293 established standards for local design review processes. Chapter 36.70A RCW is amended to include a definition of “design review” and provides that:

- Only clear and objective development regulations governing the exterior design of a new development are allowed in design review.
- The standards must have at least one ascertainable guideline, standard, or criterion by which an applicant can determine whether a given design is permissible.
- The design guidelines may not reduce density, height, bulk, or scale beyond the underlying zone.
- Design review must be conducted concurrently with consolidated project review and may not include more than one public meeting.

Expedited review is encouraged for developments that comply with adopted development regulations or are affordable to low- and moderate-income households.

[Additional information including bill history is available here. <](#)

<https://app.leg.wa.gov/bills/summary?BillNumber=1293&Year=2023&Initiative=false>>

- **Council Request:**

- During the City Council September 10 Study Session on this item, additional questions were posed regarding elimination of the Design Review Board. Responses to these questions have been added to the City Council packet. Refer to Attachment 3b.
- During the City Council’s July 16, 2024, staff report and July 2, 2024, Committee of the Whole - Planning

and Public Works Committee, councilmembers asked questions and requested additional information on aspects of the Planning Commission's recommendation. Staff's responses to these questions are provided in the City Council's issues matrix, Attachment 3.

- The Planning Commission reviewed and held a public hearing on July 31, 2024, regarding staff's request to include an addendum to the Planning Commission's original recommendation to amend the Redmond Zoning Code. The Commission's approval and recommendation on the addendum are included in Attachment 4.

- **Other Key Facts:**

The Technical Committee recommends the repeal of the Design Review Board chapter of the Redmond Municipal Code (RMC Chapter 4.23). This recommendation does not result in the elimination of the design review process, which would be conducted administratively by City professional staff concurrent with project review. Based on the combined requirements of SB-5290 and HB-1293, this recommendation streamlines both project review and design review to meet the time requirements set forth by the legislature and to remove process barriers to housing development consistent with the City's Housing Action Plan.

Currently, the Design Review Board provides recommendations on several project types, often involving more than one public meeting:

- Mixed-use projects and large commercial development: three to four design review meetings;
- Small commercial development: two to three design review meetings; and
- Master sign programs: one design review meeting.

The review process involves a three-week lead time including:

- Staff review for code conformance;
- Preparation of a recommendation and memo to support Design Review Board deliberations on the application; and
- Meeting preparation with Design Review Board leadership, staff, and applicant teams.

The Design Review Board involves volunteers who meet twice monthly, in accordance with RMC 4.23. Since the pandemic, the Design Review Board has experienced challenges meeting the quorum requirements necessary to hold meetings and make formal recommendations. This has caused delays in project decision-making and has increased the cost of development in Redmond when compared to surrounding jurisdictions.

The recommended repeal of the Design Review Board chapter of the RMC is anticipated to ensure the City's compliance with SB-5290 and HB-1293 by:

- Providing concurrent project review and design review within the legislated timeframes;
- Using professional staff with architectural expertise to administer objective design standards;
- Holding no more than one public meeting;
- Consulting with an on-call professional when additional design expertise is needed to supplement staff capacity or architectural experience with a specific building type; and
- Providing timely, clear, and concise recommendations regarding code conformance to the authorized decision-maker.

Companion amendments to RMC 4.33.040 Landmark Commissions - Appointment and Composition are also recommended in lieu of a Design Review Board. The City's interlocal agreement for Landmark Services with King County (#4672) authorizes the County to provide historic design review and other services related to historic resources at the City's request. The amendments also include one Redmond resident who would serve as a

special member on the King County Regional Landmarks Commission for landmark, historic design review, and other historic services within Redmond's jurisdiction.

The Planning Commission recommendation includes conformance amendments to the Redmond Zoning Code to align with amendments recommended by the Technical Committee related to the Design Review Board and Landmark Commission chapters of the Municipal Code.

OUTCOMES:

The recommendations to amend the Redmond Municipal and Zoning Codes are intended to provide conformance with legislative mandates that are required to be adopted and implemented by January 1, 2025.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**

Outreach and involvement included the following to community members, property and business owners, developers, parties of interest, and Parties of Record as defined in RZC 21.76 Review Procedures and 21.78 Definitions:

- Monthly newsletters with companion information available at <https://www.redmond.gov/2048/Redmond-Zoning-Code-Rewrite-Phase-3>;
- Direct email to RZC ReWrite stakeholders and parties of record;
- Information distributed by staff to customers of the Development Services Center;
- In-person communication with developers, including the Master Builders of King and Snohomish Counties and One Redmond Government Affairs;
- Washington Department of Commerce and associated agencies; and
- Planning Commission public hearing on May 29, 2024, with the record held open for additional written comments through June 12, 2024.

- **Outreach Methods and Results:**

Staff employed a variety of outreach methods as described above. No comments were received during preliminary involvement. One comment was provided by David Morton during the Planning Commission's public hearing though the comment involved a portion of the Redmond Zoning Code that was not pertinent to the hearing on this topic. Staff subsequently communicated to Mr. Morton that his comment would be included with the relevant amendment series that is being reviewed separately by the Planning Commission. No additional comments were received regarding a staff proposed addendum to the Planning Commission's original recommendation for amendments.

- **Feedback Summary:**

Significant outreach and involvement occurred in association with the Legislature's enactment of the two bills. This included communication by the Washington Department of Commerce with local and county governments. Puget Sound Regional Council and the Municipal Research and Services Center provided similar communication to support city and county response to the legislative requirements. During this time, advocacy groups such as the Master Builders Association of King and Snohomish Counties received briefings and held member events regarding the intent and outcomes of the bills.

BUDGET IMPACT:

Total Cost:

The City's action on the recommended amendments to the Redmond Municipal and Zoning Codes are not anticipated to create immediate cost implications. However, the legislation requires that by January 1, 2025, the City must adopt and implement amendments to its development regulations consistent with the provisions of SB-5290 and HB-1293. If the City does not adopt amendments by January 1, 2025, the state legislation will preempt the City's permit review process and impose permit fee refund requirements until such time that the City adopts and implements the mandated provisions.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000042 Development Services

Budget Priority:
Vibrant & Connected

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

If yes, explain:

The enacted legislation stipulates that if the City is unable to fully implement required provisions and meet the timeframes established by the legislation for permit review procedures, the City will be required to reimburse a portion of permit fees to individual applicants. The City can avoid this impact by adopting optional streamlining measures identified in the bill. These optional measures are being included in the recommended code package or will be implemented as a component of the budget.

Funding source(s):
Permit Fees

Budget/Funding Constraints:
Reimbursement of permit fees

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/2/2024	Committee of the Whole - Planning and Public Works	Receive Information
7/16/2024	Business Meeting	Provide Direction
9/10/2024	Study Session	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/15/2024	Business Meeting	Approve

Time Constraints:

Senate Bill-5290 requires the City to adopt and implement amendments to its development regulations by January 1, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

If the City is unable to adopt the amendments for conformance with the legislation by January 1, 2025, provisions of the legislation will preempt the City’s permit review process until the City adopts and implements conforming regulations. The legislation also stipulates that if the City is unable to fully implement required provisions and meet the timeframes established by the legislation for permit review procedures, the City will be required to reimburse a portion of permit fees to individual applicants.

ATTACHMENTS:

1. Planning Commission Recommendation with Attachments
2. Technical Committee Report, May 8, 2024
 - a. Staff Compliance Review <<https://www.redmond.gov/DocumentCenter/View/32619/Attachment-A-Staff-Compliance-Review-and-Analysis-for-Legislative-Conformance>>
 - b. Proposed Zoning and Municipal Code Changes
 - i. RZC 21.76 Review Procedures
 - ii. RZC 21.58 Introduction - Design Standards, Scope, and Authority
 - iii. RZC 21.78 Definitions
 - iv. RMC 4.23 Design Review Board
 - v. RMC Sections Reflecting Omission of the Design Review Board
3. Issue Matrices
 - a. City Council Issues Matrix for the September 10 Study Session
 - b. City Council Issues Matrix for the October 1 Planning & Public Works COTW meeting
4. Planning Commission Recommended Addendum to Amendments to the Redmond Zoning Code 21.76
5. Legislative Comparison to Development Regulations and Process/Performance Improvement Plan Updated
6. Presentation Slides prepared for September 10 Study Session



PLANNING COMMISSION REPORT AND RECOMMENDATION TO CITY COUNCIL

June 26, 2024

Project File Number:	LAND-2024-00094/SEPA-2024-00100
Proposal Name:	Amendments to the Redmond Zoning Code for Legislative Conformance with SB 5290 and HB 1293
Applicant:	City of Redmond
Staff Contacts:	<p>David Lee, Manager, Current Development and Implementation, 425-556-2462</p> <p>Todd Rawlings, Process Improvement Manager, 425-556-2421</p> <p>Tim McHarg, Principal Planner, 425-556-2414</p> <p>Kimberly Dietz, Principal Planner, 425-556-2415</p>

FINDINGS OF FACT

Public Hearing and Notice

- a. **Planning Commission Study Session and Public Hearing Dates**
 - i. The City of Redmond Planning Commission held study sessions on May 8, 2024; May 29, 2024; and June 12, 2024.
 - ii. The City of Redmond Planning Commission held a public hearing on the proposed amendments on May 29, 2024 and held the hearing open for written comments through June 12, 2024. Verbal and written comments were received and are provided as Appendix C Public Comment Matrix.
- b. **Notice and Public Involvement**

The public hearing notice was published in the Seattle Times on May 8, 2024 in accordance with RZC 21.76.080 Review Procedures. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies. Additional public outreach included:

 - i. Email to Code Clean-Up Parties of Record;
 - ii. Posting on the Redmond Zoning Code Rewrite project webpage; and
 - iii. Notice of the Public Hearing sent through city E-News.

Redmond Zoning Code Text Amendment Summary and Criteria

The City recommends amendments to the Redmond Zoning Code for consistency with Senate Bill 5290 for local permit review and House Bill 1293 for streamlining development regulations including design review. The amendments herein involve RZC chapters 21.76 Review Procedures; 21.58 Introduction - Design Standards, Scope, and Authority; 21.78 Definitions; and related, minor amendments to the Redmond Zoning Code. The full amendments are provided as Attachment A: Recommended Zoning Code Amendments.

Planning Commission Report - Findings and Conclusions

Amendments to the Redmond Municipal and Zoning Codes for Legislative Conformance with SB 5290 and HB 1293

June 26, 2024

Staff Analysis

RZC 21.76.070 AE - TEXT AMENDMENT	MEETS/ DOES NOT MEET CRITERIA
All amendments to the RZC processed under this section shall be in conformance with the Comprehensive Plan.	Meets

In addition, staff analysis is provided in Attachments B and C to the Technical Committee's May 1, 2024 Report.

Recommended Conclusions of the Technical Committee

On May 1, 2024, the Technical Committee reviewed amendments to the Redmond Zoning and Municipal Codes, identified as Attachment A to the Technical Committee Report, and found the amendments to be consistent with applicable review criteria and therefore recommended approval with no additional conditions.

RECOMMENDED CONCLUSIONS

The Planning Commission has reviewed:

- A. *Applicable criteria for approval: RZC 21.76.070 Criteria for Evaluation and Action, and*
- B. *The Technical Committee Report (Attachment A).*

Recommendation

The Planning Commission reviewed the amendments to the Redmond Zoning Code, identified as Attachment A to the Technical Committee Report, and found the amendments to be consistent with applicable review criteria and therefore recommended approval.

The Planning Commission also discussed in detail the Technical Committee's recommendations to amend the Redmond Municipal Code, as provided to the Commission for reference only. Commissioners sought additional information, included in the Planning Commission Issues Matrix (Appendix A), regarding the omission of the Design Review Board, staff's review process of project design, and the City's option for consulting with professional services for additional design support.



Carol Helland
Planning and Community Development Director

DocuSigned by:



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Susan Weston
Planning Commission Chair

ATTACHMENTS

A. Recommended Amendments to the Redmond Zoning Code

- o [RZC 21.76 Review Procedures](#)
- o [RZC 21.58 Introduction - Design Standards, Scope, and Authority](#)
- o [RZC 21.78 Definitions](#)

Planning Commission Report - Findings and Conclusions

Amendments to the Redmond Municipal and Zoning Codes for Legislative Conformance with SB 5290 and HB 1293

June 26, 2024

APPENDICES

- A. Planning Commission Final Issues Matrix**
- B. Public Hearing Notice**
- C. Public Hearing Meeting Minutes - May 29, 2024**
- D. Public Comment Matrix and Attachment**
- E. [Technical Committee Report](#)**

Chapter 21.76
REVIEW PROCEDURES

Sections:

21.76.010	User Guide.
21.76.020	Overview of the Development Process.
21.76.030	Application Requirements.
21.76.040	Time Frames for Review.
21.76.050	Permit Types and Procedures.
21.76.060	Process Steps and Decision Makers.
21.76.070	Land Use Actions and Decision Criteria.
21.76.080	Notices.
21.76.090	Post-Approval Actions.
21.76.100	Miscellaneous.

21.76.010 User Guide.

A. How to Use This Chapter. This chapter sets forth the procedural steps for each of the six processes which the City of Redmond uses to review development applications. In navigating this chapter, the user should:

1. ~~First, d~~Determine the application that is required for the **proposed** development ~~the user is interested in~~ by either reviewing descriptions of the various permit types found in RZC 21.76.050, Permit Types and Procedures, or by contacting the **Redmond** Development Services Center.
2. ~~Second, d~~Determine which process applies to the development application the ~~user is interested in~~ by using the table set forth in RZC 21.76.050.C, Classification of Permits and Decisions - Table.
3. ~~Third, d~~Determine the steps involved in processing the development application by consulting ~~the flow chart for~~ the selected process type in ~~Figures 76.3 through 76.8~~ **RZC 21.76.050 Permit Types and Procedures.**
4. ~~Fourth, d~~Determine the application submittal requirements by consulting RZC 21.76.030, Application Requirements.
5. ~~Fifth, review the detailed explanations of the steps set forth in the flow chart by reviewing RZC 21.76.060.~~

~~56. Finally, r~~ Review the land use actions and decision criteria set forth in RZC 21.76.070, Land Use Actions and Decision Criteria, in order to determine whether any of the criteria for any of the specific uses described in that section must be met.

Effective on: 4/16/2011

21.76.020 Overview of the Development Process.

A. Purpose. The purpose of this chapter is to provide a general overview of the development application review process. Detailed administrative review procedures for applications and land use actions classified as Type I through Type VI are outlined in RZC 21.76.050, Permit Types and Procedures.

~~1. Process Flow Chart. The flow chart in Figure 21.76.020A below generally depicts the overall review process for development. The process may vary for individual permits based upon the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~

Figure 21.76.020A

Process Flow Chart-Overall Reviews of Development Applications

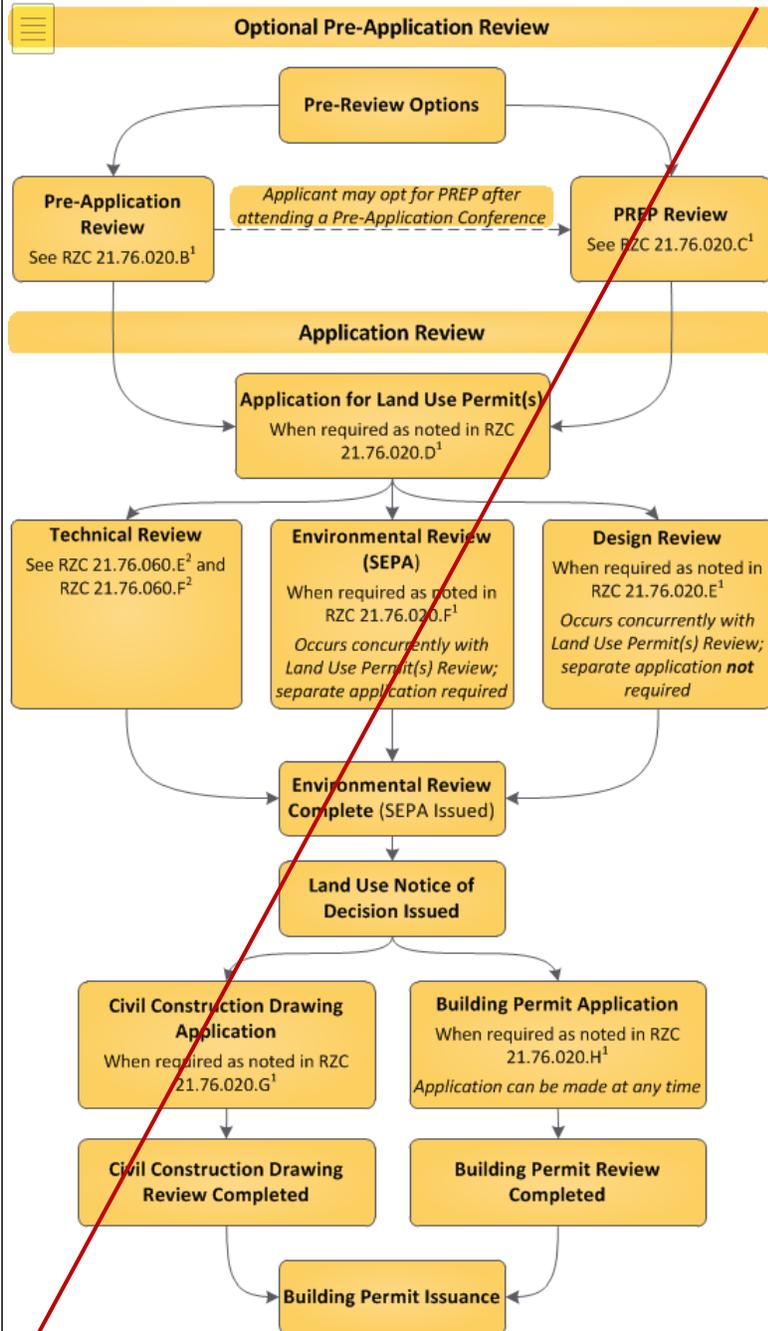


Figure Notes:

Figure 21.76.020A**Process Flow Chart-Overall Reviews of Development Applications**

A. Link to RZC 21.76.020

B. Link to RZC 21.76.060

B. Pre-Application Conferences.

1. Purpose. The purpose of a pre-application conference is to provide applicants with the opportunity to meet with technical review staff prior to submitting an application, in order to review the proposed action, to become familiar with City policies, plans, and development requirements.

Pre-application procedures and submittal requirements are determined by the Administrator and available at the Redmond Development Services Center.

**2. Applicability.**

a. **Pre-application conferences may be requested for Type I applications.**

b. Pre-application conferences are required for Type II Site Plan Entitlement applications proposing new floor area comprising a total area of more than 20,000 square feet. Pre-application conferences are optional but recommended for **all other** Type II **applications.**

c. Pre-application conferences are required for Type III-VI land use permits. ~~**Pre-application procedures and submittal requirements shall be determined by the Administrator and available in the Redmond Development Services Center.**~~

d. The Administrator may waive the requirement for a pre-application conference when any of the following criteria are met:

ii. The impacts of the project have been demonstrated to be no greater than the current conditions within the project limits; or

ii. The applicant is employing an alternative approach whereby the City is providing technical review in a manner that is more comprehensive than the pre-application process.

~~2-3.~~ Design Review. When design review is required, a pre-application conference ~~with the Design Review Board~~ is recommended.

~~3-4.~~ Limitations. It is impossible for the conference to be an exhaustive review of all potential issues. The discussions at the conference ~~shall~~ **must** not bind or prohibit the City's future application or enforcement of all applicable regulations.

~~C. Pre-Review Entitlement Process (PREP).~~

~~1. Purpose. The purpose of the PREP process is to:~~

~~a. Assist applicants to prepare a code-compliant land use application;~~

~~b. Eliminate the City's need to request additional information that causes resubmittals, resubmittal fees, and further City review, and that extends project approval dates;~~

~~c. Approve or recommend approval of land use applications following one Technical Committee review; and~~

~~d. Reduce time frames for approval of land use applications by expediting issue resolution through one-on-one collaboration between applicants and City staff.~~

~~2. Overview. PREP review is an optional process for certain land use permits which requires applicants to work collaboratively with review staff and the Design Review Board (if required) to achieve a code-compliant submittal prior to permit application. For PREP, an application must already be code-compliant and in-approvable form to be considered complete. Upon submittal of the land use application, completion of environmental review and public notification takes place. Pending any changes that may result from public and/or environmental review, the Technical Committee will move forward to issue its decision or recommendation at the first Technical Committee and Design Review Board meetings following submittal of the land use application.~~

~~3. Eligibility. Any land use permit that is subject to resubmittal fees according to the adopted fee schedule is eligible for review under the PREP process.~~

~~4. Relationship to Pre-Application Meetings. Pre-application meetings are intended as a onetime meeting with review staff to obtain an overview of applicable regulations and process. Applicants may choose to attend a pre-application meeting and opt in to the PREP process if they so desire.~~

~~5. Submittal Requirements. Applicants must submit the PREP Kickoff Meeting Submittal Form and required materials, along with the required fee, in order to initiate PREP review.~~

~~6. Memorandum of Understanding. After the PREP Kickoff Meeting and prior to beginning project review, the applicant must sign a Memorandum of Understanding in a form approved by the Administrator that:~~

~~a. Provides a description of the proposed project;~~

~~b. Identifies the applicant's project team and primary contact;~~

~~c. Declares turnaround time commitments for the applicant and the Development Services staff;~~

~~d. States requests for deviation from code requirements;~~

~~e. Identifies Development Services review staff assigned to the project;~~

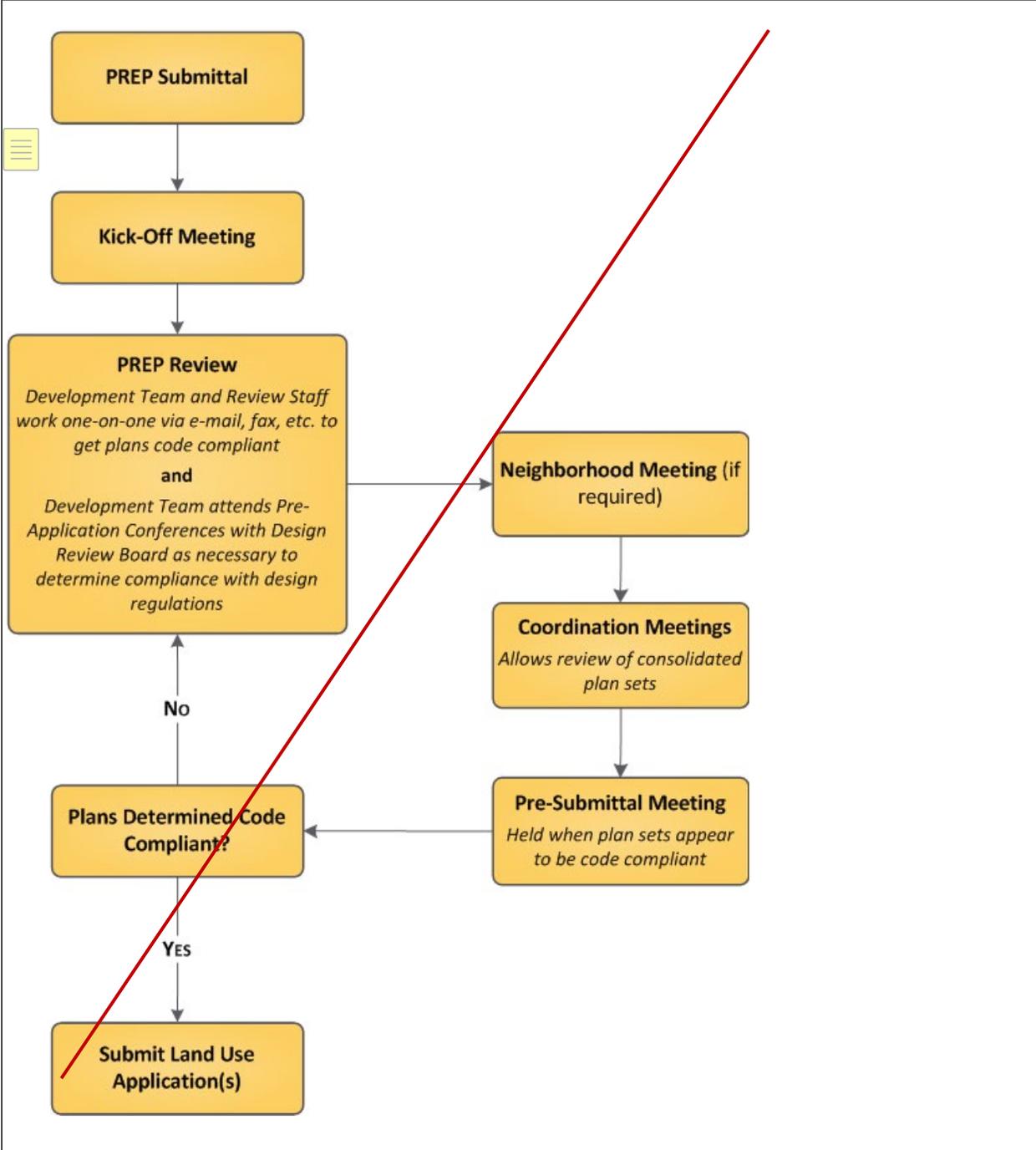
~~f. Describes requirements for staying in PREP;~~

~~g. Describes vesting procedures; and~~

~~h. Describes Design Review Board procedures, if applicable.~~

~~7. Process Flow Chart. The flow chart in Figure 21.76.020B below generally depicts the PREP process. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~

Figure 21.76.020B
Process Flow Chart - PREP



D. Land Use Permit Review **Generally**.

1. Purpose. The purpose of this section is to establish general procedures for reviewing all land use permit applications. The purpose of the land use permit review process is to determine compliance with the City's applicable development regulations, Comprehensive Plan provisions, as well as applicable RCW (Revised Code of Washington), and WAC (Washington Administrative Code) regulations. This section is not intended to include:

- a. Requirements for compliance with the City's building and construction codes, RMC Title 15, Buildings and Construction, determined during building permit review, or
- b. Requirements for civil construction drawing approval as described in RZC 21.76.020.G, Civil Construction Drawing Review.

2. Applicability. Review and approval of one or more land use permits is generally required for any public, semipublic or private proposal for new construction or exterior modification to a building or site, including multifamily, commercial, industrial, utility construction, expansion or exterior remodeling of structures, parking, or landscaping. Other actions requiring a land use permit include **some** interior tenant improvements ~~that propose additional square footage (such as a mezzanine)~~ **as described in RZC 21.76.020.D.3 below**, master plans, proposed development within the Shoreline Jurisdiction, subdivision of land or modification to property boundaries, construction of telecommunication facilities, modifications to historic landmarks and proposed variances or modifications from adopted code standards, such as site requirements, critical area regulations and shoreline regulations. ~~Land use approval is also required for any proposed modification to the RZC (including the Zoning Map) or Comprehensive Plan (including the Comprehensive Land Use Map).~~ Land use permit approval is not required for the following:

- a. Signs not associated with a historic landmark or a historic design district;
- b. Tenant improvements not associated with a historic landmark and not encompassing or triggering modification to the exterior of an existing building or **requiring a site plan pursuant to RZC 21.76.020.D.3 below**.

3. ~~Site Plan Required. Where modifications to a site are proposed or required, a site plan shall be submitted as part of all permit and project approval applications with the information required in RZC 21.76.030.D, Submittal Requirements~~ **The submittal requirements for Land Use Permits are specified in RZC 21.76.030 Application Requirements**. Additional information may be required to conduct an adequate review. Each application ~~shall~~ **must** be reviewed for **completeness and**

compliance with the requirements in this chapter. ~~Site plans shall be reviewed as part of the application approval process unless otherwise provided in this chapter.~~

a. Project permits for interior alterations are exempt from site plan review, provided the application does not result in the following:

i. Additional sleeping quarters or bedrooms;

ii. Nonconformity with federal emergency management agency substantial improvement thresholds; or

iii. Increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.

4. Procedures. All applications ~~shall~~ **must** be reviewed using the procedures set forth for the Type I through Type VI review processes in RZC 21.76.050, Permit Types and Procedures.

5. Decision.

a. The approval authority ~~shall~~ **must** approve, approve with conditions, or deny the application based upon the applicable decision criteria. The approval authority may grant final approval subject to any conditions it feels necessary to protect and promote the health, safety, and general welfare of the community.

b. Such conditions may include, but are not limited to the following: the requirement of easements, covenants, and dedications; “fees-in-lieu-of”; the installation, maintenance and bonding of improvements, such as streets, landscaping, sewer, water, storm drainage, underground wiring, sidewalks, and trails; and the recording of any conditions to achieve the objectives of the Redmond Zoning Code with the King County ~~Department of Records and Elections~~ **Recorders Office or its successor agency.**

E. Design Review.

	<u>Design Review Board User Guide</u>
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1. Purpose. The purpose of design review is to:

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- a. Encourage and promote the public health, safety, and general welfare of the ~~citizens of Redmond~~ **community**, including the development and coordination of municipal growth and services;
- b. Supplement the City's land use regulations in order to promote a-coordinated **City** development ~~of the undeveloped areas of the City~~, and conserve and restore natural beauty and other natural resources;
- c. Encourage originality, flexibility, **comfort**, and innovation in site planning and development, including the architecture, landscaping, and graphic design of proposed developments in relation to the City or design area as a whole;
- d. ~~Discourage monotonous, drab, and unsightly developments and to promote the orderliness of community growth, and the protection and enhancement of property values for the community as a whole and as they relate to each other~~ **Provide clear and objective development regulations governing the exterior design and site design of new development;**
- e. Aid in ensuring that structures, signs, and other improvements are **accessible and** properly related to their sites and the surrounding sites and structures, with due regard to the aesthetic qualities of the natural terrain and landscaping and ensuring that proper attention is given to exterior appearances of structures, signs and other improvements;
- f. Protect the heritage of the City **and retain the integrity of its** ~~by ensuring that~~ historic resources ~~retain integrity~~, **by** ensuring that developments adjacent to historic landmarks are ~~compatible~~ **sensitive to the adjacent structure and site design**, and by encouraging design that is ~~appropriate~~ **complementary** to historic design districts;
- g. Protect and enhance the City's pleasant environments for living and working, and thus support and stimulate business and industry, and promote the desirability of investment and occupancy in business and other properties;
- h. Stabilize and improve property values and prevent blight areas to help provide an adequate tax base to the City to enable it to provide required services to its citizens; and
- i. ~~Foster civic pride and community spirit by reason of the City's favorable environment and thus promote and protect the peace, health, and welfare of the City and its citizens.~~ **Celebrate and respect community diversity, equity, and inclusion through the design of structures, sites, and other improvements through the implementation of universal design principals, flexibility for cultural design preferences, and other inclusive design techniques; and**

i. Promote sustainability and resiliency through adaptive reuse, material selection, green building techniques, and inclusive design.

2. Applicability. Compliance with RZC Article III, Design Standards, ~~shall is be~~ required for all applications requiring a building permit for exterior modifications, new construction and signs, projects requiring a Level II or III Certificate of Appropriateness, and any private or public development within the Shoreline Jurisdiction. The following are exempt from this requirement:

- a. ~~One and two unit~~ **Eight or less** residential ~~structures~~ **units on a lot** unless ~~the structure is a~~ historic landmark **is located on the lot. These applications are subject to compliance with RZC 21.08.180.;** and
- b. Tenant improvements not associated with a historic landmark or not encompassing modifications to the exterior of an existing building.

3. Review Authority.

- a. ~~The Design Review Board Administrator shall have~~ **has** design review authority ~~over for~~ all applications not exempt under subsection E.2 above that require a building permit and that have a total valuation of ~~\$50,000~~ **\$250,000 or more.** ~~, except for the following:~~
 - i. ~~Signs (other than sign programs); and~~
 - ii. ~~Commercial buildings located within the Industrial (I) zone, unless the site is located in areas of high public visibility such as arterials.~~
- b. The Landmarks ~~and Heritage~~ Commission shall have design review authority **over for** designated historic landmarks as outlined in RZC 21.76.060.H, 21.76.060.J, and 21.76.060.M.
- c. The Administrator shall have design review authority ~~on~~ **for** all building permit applications that have a total valuation of less than ~~\$50,000~~ **250,000** and are not specifically exempted **ed** from design review in subsection E.2 above.
- d. For projects reviewed by the Administrator that are not in compliance with the applicable design standards, the Administrator may refer the application to ~~the Design Review Board~~ **a third-party design consultant** for consultation.

e. For Level I Certificates of Appropriateness, the Administrator may consult with or use the authority of the King County Historic Preservation Officer or other preservation expert with similar qualifications.

f. The Administrator may refer the application for high-density development to a third-party design consultant for additional technical consultation.

4. Procedure. Design review requiring review **by a third-party design consultant** and decision by the **Technical Committee Design Review Board shall must** be conducted ~~as provided in pursuant to~~ RZC 21.76.060.G.

F. State Environmental Policy Act (SEPA) Review. All applications ~~shall~~ **must** be reviewed under the State Environmental Policy Act unless categorically exempt. The City's environmental review procedures are set forth in RZC 21.70, State Environmental Policy Act (SEPA) Procedures.

G. **Coordinated** Civil ~~Construction Drawing~~ Review.

1. Purpose. The purpose of this section is to establish procedures for reviewing civil construction drawings for site improvements. Civil construction drawings are detailed engineering documents that are required for improvements to a particular site. Civil construction drawings are reviewed through the Coordinated Civil Review ~~Process~~ **process**.

2. Applicability. **The Coordinated** Civil ~~Construction Drawing~~ Review **process** ~~shall~~ be required for all proposals that require construction or modification of streets, sidewalks, storm drainage, utilities, or any other surface or subsurface improvements that may be required.

3. Procedures.

a. After approval of the land use permit, civil construction drawings, if required, shall be submitted for review and approval, prior to issuance of a building permit or clearing and grading permit. Civil construction drawings may be submitted prior to approval of the land use permit, subject to Technical Committee approval.

i. The Administrator may allow the approval of building permits for residential structures within the Neighborhood Residential zoning district in advance of the approval of civil construction drawings, when the applicant has executed an agreement with the City of Redmond.

b. The submittal requirements for **the Coordinated Civil Review process** ~~civil construction drawings~~ are ~~available at the Development Services Center, as well as in the development permit approval documents,~~ **specified in RZC 21.76.030 Application Requirements.**

- c. Civil construction drawings ~~shall~~ **may** be approved only after review and approval of a land use permit application has been issued by the appropriate decision making body. Civil construction drawings ~~shall~~ **must** be reviewed to determine compliance with the approved land use permit.
- d. Civil construction drawings ~~shall~~ **may** be approved only upon completion of the environmental review process required under the State Environmental Policy Act (SEPA).

H. Building Permit Review.

1. Purpose. The purpose of this section is to establish procedures and requirements for administering and enforcing building and construction codes.
2. Applicability. A building permit ~~shall~~ be obtained whenever required under the International Building Code or International Residential Code, as adopted in RMC Chapter 15.08, Building Code.
3. Scope. This section shall govern all building and construction codes procedures and shall control in the event there are conflicts with other administrative, procedural and enforcement sections of the Redmond Zoning Code.
4. Procedures.
 - a. All land use permits required by the RZC must be obtained before any building or construction permit may be issued.
 - b. The Administrator shall review building permit applications for signs and may, at the Administrator's option, submit such applications to the Technical Committee and the Design Review Board for review.
 - c. All building and construction permits shall comply with the approved land use permit(s), if a land use permit is required.
 - d. Building permits may only be approved when the approval of the civil construction drawings, if required, has been granted.

i. The Administrator may allow the approval of building permits for residential structures within the Neighborhood Residential zoning district in advance of the approval of civil construction drawings, when the applicant has executed an agreement with the City of Redmond.

~~5. Complete Applications and Compliance Review. Upon the submittal of all required documents and fees for construction and/or final application approval, the appropriate City department shall review such submittals to determine if the application is complete. The appropriate department shall~~

~~determine compliance with all requirements, standards, and conditions of any previous or preliminary approvals before making a decision on the application.~~

6. Preconstruction Conference. Prior to undertaking any clearing, grading or construction, or any other improvements authorized by preliminary or final approval, the applicant or ~~his~~ **their** representative shall meet with the ~~Technical Committee, or~~ individual departments, regarding City standards and procedures, conditions of approval, and the proposed scheduling of development.

7. Performance Assurance. Performance assurance may be required as provided in RZC 21.76.090.F, Performance Assurance. (Ord. 2803; Ord. 2958)

Effective on: 4/27/2019

21.76.030 Application Requirements.

A. Purpose. The purpose of this section is to describe the requirements for making application for review, including pre-application conferences, submittal requirements, and fees.

B. Where to Apply. Applications for development permits and other land use actions ~~shall~~ **must** be made to the ~~Redmond~~ Development Services Center.

C. Who May Apply. The property owner or ~~any agent a representative~~ of the owner with ~~authorized~~ proof of ~~agency authorization to act on the owners behalf~~ may apply for a permit or approval under the type of process specified.

D. Submittal Requirements.

1. The Administrator shall specify submittal requirements needed for an application to be complete. Submittal requirements for each permit application ~~shall be~~ **are** available ~~in at~~ the ~~Redmond~~ Development Services Center. At a minimum the following ~~shall~~ **must** be submitted:

- a. ~~General~~ **Applicable** application form, including signature by the property owner, or person having authorization to sign on behalf of the property owner;
- b. Applicable fees;
- c. Environmental checklist (if not exempt);
- d. Applicable signatures, stamps or certifications;

e. All required items stated in the applicable application ~~submittal requirements handout– checklist.~~

2. Specific submittal requirements may be waived if determined to be unnecessary for review of an application. Alternatively, the Administrator may require additional material ~~when the Administrator– determines, after a determination of completeness is issued, that such information is needed to– adequately assess the proposed project or studies either at the time of the notice of completeness or subsequently if new information is required to adequately assess the proposed project, or substantial changes in the proposed project occur, as determined by the Administrator.~~

~~3. Submittal requirements for short subdivision and preliminary plat applications are set forth in– RZC Article V, Land Division.~~

E. Application and Inspection Fees.

1. Fee Schedule.

a. The schedule of fees adopted pursuant to this section shall govern assessment of fees to cover costs incurred by the City in considering action on land use and development applications. This schedule is available ~~in~~ at the Redmond Development Services Center.

b. ~~With respect to land use permit applications, building inspection, electrical, mechanical,– and plumbing permit fees, the The Administrator (Director of Planning and Community– Development) is hereby authorized to promulgate fee schedules and to revise periodically the same as needed in light of costs of administering said permit systems, subject to approval of the City Council by resolution. With respect to clearing and grading, and site construction and– inspection permit fees, the Director of the Department of Public Works is hereby authorized to promulgate fee schedules and to revise periodically the same as needed in light of costs of– administering said permit systems, subject to approval of the City Council by resolution. The Administrator is hereby authorized to administratively adjust fees adopted by City Council resolution on an annual basis to reflect changes in the consumer price index. As an alternative to the adoption of fees by City Council resolution, Said Directors the Administrator may ~~alternatively~~ elect to utilize the fee schedule set forth in the applicable uniform code when such code has been adopted by ordinance.~~

2. Fee Administration.

a. An application fee consisting of the appropriate itemized costs from the fee schedule ~~shall~~ must be collected from the applicant and receipted by the City prior to taking any action on an

application. A final inspection fee, consisting of the appropriate components from the fee schedule, ~~shall~~ **must** be collected from the applicant and received by the City prior to undertaking any steps to check plans or construction drawings, inspect improvements, or authorize final project approval or occupancy.

b. If at any time an applicant withdraws an application from the approval process prior to final approval, those itemized costs **determined by the Administrator** not **to have been** incurred ~~to any extent~~ by the City ~~shall~~ **must** be refunded **to the applicant as determined by the Administrator**.

c. In the event that actions of an applicant result in the repetition of the reviews, inspections, and other steps in the approval process, those items repeated ~~shall~~ **must** be charged to and paid by the applicant according to the fee schedule prior to any further processing of the application, **inspections, and other steps in the approval process** by the City.

d. Applicants seeking approval of multiple applications which are processed simultaneously, whereby single review costs are reduced, ~~shall~~ **must** be charged the larger of the itemized costs from the fee schedule or as determined by the Administrator. ~~The fee for any inspection shall be the larger of the totals computed on a per lot, per acre, or per application basis. The fee for any single application shall be the smaller of the totals computed on a per lot, per acre, or per application basis.~~

3. Fee Exemptions.

... (Administrative note: This portion of the RZC involves amendments that remain pending per the City's Middle Housing package. No amendments are proposed within this portion by way of the amendment package herein, in order to avoid inadvertent repeals of Middle Housing recommendations.)

Effective on: 2/27/2021

21.76.040 Time Frames for Review.

	Permit Processing Timelines User Guide
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A. Purpose. The purpose of this chapter is to comply with RCW 36.70B.070 and 36.70B.080, which require that a time frame be established to ensure applications are reviewed in a timely and predictable manner. This

Amendments reflecting Senate Bill 5290 and House Bill 1293 for permit and design review streamlining

chapter establishes the time frame and procedures for a determination of completeness and final decision for Type II, III, IV and V reviews, ~~except where the review involves a development agreement or a land-use permit for which a development agreement is required.~~ No time frames are established by this chapter for ~~Type I or Type VI reviews~~ V legislative actions ~~or for the review of development agreements or land use permits for which a development agreement is required.~~ See also, RZC 21.68.200, Shoreline Administration and Procedures.

B. Computing Time. Unless otherwise specified, all time frames are indicated as calendar days, ~~not working days. For the purposes of computing time, the day the determination or decision is rendered shall not be included.~~ pursuant to RCW 36.70B.080(1)(g) as now exists and subsequently amended. ~~The last day of the time period shall be included unless it is a Saturday, Sunday, or a day designated by RCW 1.16.050 or by the City's ordinances as a legal holiday, in which case it also is excluded, and the time period concludes at the end of the next business day.~~

C. Complete Application Review Time Frame. The following procedures shall be applied to new applications to which this chapter applies, except for Wireless Communication Facilities.

1. Applications ~~shall only be accepted during a scheduled appointment and~~ must be deemed procedurally complete only when all materials are provided in accordance with the applicable application submittal requirements brochure established by the Administrator (RZC 21.76.030.D Submittal Requirements). ~~For applications deemed complete, a determination of completeness shall be issued. For applications deemed incomplete, a determination of incompleteness will be issued identifying the items necessary to complete the application. The applicant has 90 days to submit the required items to the City. While RCW 36.70B.070 requires that a determination of completeness or incompleteness be issued within 28 days after the application is filed, the City makes every effort to issue such determinations sooner than required, and may be able to issue a determination on the same day as the application is filed.~~

a. Within 28 days after receiving a project permit application, pursuant to RCW 36.70A.040, the City must mail or provide in person a written determination of completeness to the applicant if it determines that the application is complete. The determination of completeness may include or be combined with the following as optional information:

i. A preliminary determination of those development regulations that will be used for project mitigation;

ii. A preliminary determination of consistency, as provided under RCW 36.70B.040;

iii. Other information the Administrator or their designee chooses to include; or

iv. The notice of application pursuant to the requirements in RCW 36.70B.110.

b. For applications deemed incomplete, a determination of incompleteness will be issued identifying the items necessary to complete the application.

c. The written determination must state either:

i. That the application is complete; or

ii. That the application is incomplete and that the application submittal requirements have not been met. The determination shall outline what is necessary to make the application procedurally complete. The written determination will also state that if the applicant is not responsive, pursuant to RCW 36.70B.080, for more than 60 consecutive days after the City has notified the applicant that additional information is required to further process the application, an additional 30 days may be added to the time periods for the City's action to issue a final decision for each type of project permit applicable to the project permit application.

2. If a determination of completeness or a determination of incompleteness is not issued within ~~the~~ 28 days, the application ~~shall must~~ be deemed **procedurally complete at the end of the twenty-eighth (28th) day on the 29th day after receiving a project permit application.**

3. When a determination of incompleteness has been issued advising an applicant that additional items must be submitted before an application can be considered complete, the applicant shall be notified within 14 days after receipt of such additional items whether the application is then complete or whether additional items are still needed.

4. **Upon the submittal of all required documents and fees for application, construction, or final application approval, the appropriate City department will review such submittals to determine if the application is complete.**

a. An application is **procedurally** complete for purposes of this section when it meets the submittal requirements established by the Administrator and is sufficient for continued processing even though additional information may be required or project modifications may be undertaken subsequently.

b. The determination of completeness shall not preclude the Administrator from requesting additional information or studies either at the time of the determination of completeness or subsequently, if ~~new~~ **the** information is required to complete review of the application or substantial changes in the permit application are proposed.

Amendments reflecting Senate Bill 5290 and House Bill 1293 for permit and design review streamlining

5. To the extent known by the City, other agencies with jurisdiction over the project permit application shall be identified in the City's determination of completeness required by subsection C.1 of this section.

D. Application Review and Decision Time Frame. The following procedures shall be applied to new applications to which this chapter applies, except for applications for wireless communication facilities.

1. Additional Information. When additional information is determined by the Administrator to be necessary:

a. The applicant ~~shall~~ **must** update and resubmit corrected information, ~~within and not exceeding 90 days from the date of the additional information notification. If the applicant is not responsive, pursuant to RCW 36.70B.080, for more than 60 consecutive days after the City has notified the applicant that additional information is required to further process the application, an additional 30 days may be added to the time periods for the City's action to issue a final decision for each type of project permit applicable to the project permit application.~~ ;

b. ~~The period may be extended by the administrator upon showing proper justification. For purpose of this extension, the applicant shall must submit a written request no less than 30 days prior to the additional information expiration, RZC 21.76.090.C, Termination of Approval of Type I, II, and III Permits~~ **The City and the applicant may mutually agree in writing to extend the deadline for issuing a decision for a specific project permit application for any reasonable period of time;** and

c. Once the time period and any extensions have expired, approval ~~shall~~ **must** terminate; and the application is void and deemed withdrawn.

2. Time Frames for Issuing Final Decisions.

a. Decisions on Type I applications must be issued as a final decision within 65 days of the determination of completeness.

b. Decisions on Type II applications must be issued as a final decision within 100 days of the determination of completeness.

~~c. Decisions on Type II, III, IV or V applications, except applications for short plat approval, preliminary plat approval, or final plat approval, applications for development agreements and applications for land use permits for which a development agreement is required, shall not exceed 120 days, unless the Administrator makes written findings that a specified amount of additional time is needed for processing of a specific complete land use~~

~~application or unless the applicant and the City agree, in writing, to an extension. Decisions on short plat approval and final plat approval shall not exceed 30 days and decisions on preliminary plat approval shall not exceed 90 days. For purposes of calculating timelines and counting days of permit processing, the applicable time period shall begin on the first working day following the date the application is determined to be complete pursuant to RZC 21.76.040.C, Complete Application Review Time Frame, and shall only include the time during which the City can proceed with review of the application. **must be issued as a final decision within 170 days of the determination of completeness.**~~

3. Appeals. The time period for consideration and decision on appeals ~~shall~~ **must** not exceed:
 - a. Ninety days for an open record appeal hearing; and
 - b. Sixty days for a closed record appeal;
 - c. The parties may agree in writing to extend these time periods. Any extension of time must be mutually agreed upon by the applicant and the City in writing.

4. Exemptions. The time ~~limits~~ **periods** established in this title do not apply ~~if a project permit application~~ **in the event of the following conditions:**
 - a. ~~Requires~~ **A project permit application requires** approval of the siting of an essential public facility as provided in RCW 36.70A.200;
 - b. ~~Is substantially revised by the applicant, in which case the~~ **The** time periods **to process a permit shall must start over** from the date at which the revised project application is determined to be complete **if an applicant proposed a change in use that adds or removes commercial or residential elements from the original application that would make the application fail to meet the determination of procedural completeness for the new use;**
 - c. Once the time period and any extensions have expired, approval ~~shall terminate~~ **terminates;** and the application is void and deemed withdrawn;
 - d. **If, at any time, an applicant informs the City, in writing, that the applicant would like to temporarily suspend the review of their project for more than 60 days, or if an applicant is not responsive for more than 60 consecutive days after the city has notified the applicant, in writing, that additional information is required to further process their application, an additional 30 days may be added to the time periods for the City of Redmond's action to issue a final decision for each type of project permit that is subject to RZC Chapter 21.76 Review Procedures.**

i. Any written notice from the city to the applicant that additional information is required to further process the application must include a notice that nonresponsiveness for 60 consecutive days may result in 30 days being added to the time for review.

e. Limit on number of review cycles. The Technical Committee may issue a decision after two requests for the same additional information have remained unaddressed by materials submitted by the applicant. The city shall provide written notification to the applicant, informing them that a decision will be issued and providing the opportunity for one set of information to be submitted before the decision is issued. The intent of this provision is to allow the Technical Committee to issue a decision when the content of submittal materials demonstrates an inability or unwillingness to meet applicable code requirements after repeated requests by the city. It is not the intent of this section to limit good faith efforts to meet code requirements by submitting new information in pursuit of approval.

5. See also RZC 21.68.200, Shoreline Administration and Procedures.

E. Calculating Decision Time Frame. In determining the number of days that have elapsed after the City has notified the applicant that the application is complete for purposes of calculating the time for issuance of the decision, the following periods shall be excluded:

1. Any period during which the applicant has been requested by the City to correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the City notifies the applicant **in writing** of the need for additional information ~~until the earlier of the date the City determines whether the additional information satisfies the request for information or 14 days after the date the information has been provided to the City~~ **and the day when responsive information is resubmitted by the applicant;**
2. If the City determines that the information submitted by the applicant is insufficient, it shall notify the applicant of the deficiencies, and the procedures under subsection E.1 of this section shall apply as if a new request for information had been made;
3. Any period during which an Environmental Impact Statement is being prepared following a Determination of Significance pursuant to RCW Chapter 43.21C, or if the City and the applicant ~~in writing~~ **mutually agree in writing** to a time period for completion of an Environmental Impact Statement;
4. Any period ~~for administrative appeals of project permits, if an open record appeal hearing or a closed record appeal, or both, are allowed after an administrative appeal is filed until the administrative appeal is resolved and any additional time period provided by the administrative appeal has expired; and~~

5. Any period after an applicant informs the City of Redmond, in writing, that they would like to temporarily suspend review of the project permit application until the time that the applicant notifies the City of Redmond, in writing, that they would like to resume the application. The City of Redmond may set conditions for the temporary suspension of a permit application.

F. Wireless Communications Facilities. In order to comply with Federal law and FCC guidelines, applications for the following wireless communications facilities and systems ~~shall~~ **will** be finally approved, denied or conditionally approved within the following timeframes.

1. For all WCF applications, other than applications for Eligible Facilities Requests as described below, the City ~~shall~~ **will** approve, deny or conditionally approve the application within the timeframes fixed by Federal or State law, unless review of such application is tolled by mutual agreement.

2. Eligible Facilities Request.

a. Type of Review. Upon receipt of an application for an Eligible Facilities Request, the City ~~shall~~ **will** review such application to determine completeness.

b. Approval; Denial. An Eligible Facilities Request ~~shall~~ **will** be approved upon determination by the City that the proposed facilities modification does not substantially change the physical dimensions of an eligible support structure. An Eligible Facilities Request ~~shall~~ **will** be denied upon determination by the City that the proposed facilities modification will substantially change the physical dimensions of an eligible support structure.

c. Timing of Review. The City ~~shall~~ **will** issue its decision within sixty (60) days of receipt of an application, unless the review period is tolled by mutual agreement by the City and the applicant or according to subsection F.2.d.

d. Tolling of the Timeframe for Review. The 60-day review period begins to run when the application is filed, and may be tolled only by mutual agreement by the City and the applicant, or in cases where the City Administrator determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

i. To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

iii. Following a supplemental submission, the City will notify the applicant within 10 days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

e. Failure to Act. In the event the City fails to approve or deny an Eligible Facilities Request within the timeframe for review (accounting for any tolling), the request ~~shall~~ will be deemed granted. The deemed grant does not become effective until the applicant notifies the City Administrator in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

f. Remedies. Any action challenging a denial of an application or notice of a deemed approved remedy, ~~shall~~ must be brought in King County Superior Court or Federal Court for the Western District of Washington within thirty (30) days following the date of denial or following the date of notification of the deemed approved remedy.

3. The Administrator is hereby authorized to take appropriate administrative action, such as the hiring of a special hearing examiner, as well as expedited processing of applications, review and appeals, if any, in order to meet Federal or State time limits. (Ord. 2652; Ord. 2919; Ord. 2964; Ord. 3028)

Effective on: 2/27/2021

21.76.050 Permit Types and Procedures.

A. Purpose. The purpose of this chapter is to provide detailed administrative review procedures for applications and land use permits classified as Types I through VI.

B. Scope. Land use and development decisions, and legislative actions are classified into six processes based on who makes the decision, the amount of discretion exercised by the decision maker, the level of impact associated with the decision, the amount and type of input sought, and the type of appeal opportunity generally as follows:

Table 21.76.050A Permit Types						
	Permit Type					
	Type I Administrative	Type II Administrative	Type III Quasi- Judicial	Type IV Quasi- Judicial	Type V Quasi- Judicial	Type VI Legislative
Level of Impact and Level of Discretion Exercised by decision maker	Least level of impact or change to policy/regulation. Least level of discretion.					Potential for greatest level of impact due to changes in regulation or policy. Greatest level of discretion.
Input Sought	Minimal- generally no public notice required. No public hearing.	Notice of Application provided. No public hearing. Neighborhood meeting only required for short plats meeting certain criteria.	Notice of Application provided. Neighborhood meeting may be required. Public hearing is required.	Notice of Application provided. Neighborhood meeting may be required. Public hearing is required.	Notice of Application provided. Neighborhood meeting may be required. Public hearing is required.	Notice of Public Hearing provided.
Public Hearing prior to Decision?	No	No	Yes, Hearing Examiner (or	Yes, Hearing Examiner	Yes, City Council	Yes, Planning

Table 21.76.050A Permit Types						
	Permit Type					
	Type I Administrative	Type II Administrative	Type III Quasi- Judicial	Type IV Quasi- Judicial	Type V Quasi- Judicial	Type VI Legislative
			Landmarks Commission) ²			Commission
Decision Maker	Appropriate Department	Technical Committee	Hearing Examiner (or Landmarks Commission) ²	City Council	City Council	City Council
Administrative Appeal Body	Hearing Examiner (Hearing Examiner decision on appeal may be appealed to Superior Court.)	Hearing Examiner ¹ (Hearing Examiner decision on appeal may be appealed to Superior Court.)	None (decision appealable to Superior Court) ¹ Hearing Examiner ³ (Hearing Examiner decision appealable to Superior Court)	None (decision appealable to Superior Court)	None (decision appealable to Superior Court)	None (decision appealable to Superior Court)

TABLE NOTES:

A-1. Shoreline Substantial Development Permits, Shoreline Variances, and Shoreline Conditional Use Permits are appealable directly to the State Shorelines Hearings Board. Use Permits are appealable directly to the State Shorelines Hearings Board.

B-2. Landmarks Commission makes decisions for Certificate of Appropriateness Level III permits.

C-3. Only for decision by Landmarks Commission

C. Classification of Permits and Decisions - Table. The following table sets forth the various applications required and classifies each application by the process used to review and decide the application.

Type I - RZC 21.76.050.F:	Administrative Approval, Appropriate Department is Decision Maker
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Type II - RZC 21.76.050.G:	Administrative Approval, Review and Decision by Technical Committee and Design Review Board or Landmarks Commission*
Type III - RZC 21.76.050.H:	Quasi-Judicial, Decision by Hearing Examiner or Landmarks and Heritage Commission*
Type IV - RZC 21.76.050.I:	Quasi-Judicial, Recommendation by Hearing Examiner, Decision by City Council
Type V - RZC 21.76.050.J:	Quasi-Judicial, Decision by City Council
Type VI - RZC 21.76.050.K:	Legislative, recommendation by Planning Commission, Decision by City Council

*for properties with a Designation of Historic Significance, ~~please~~ refer to RZC 21.76.060.H, Landmarks ~~and Heritage~~ Commission Determination/Decisions.

Table 21.76.050B
Classification of Permits and Decisions

Permit Type	Process Type	RMC Section (if applicable)
Administrative Interpretation	I	
Administrative Modification	II	
Alteration of Geologic Hazard Areas	III	
Binding Site Plan	II	
Boundary Line Adjustment	I	
Building Permit	I	RMC 15.06-15.08
Certificate of Appropriateness Level I	I	
Certificate of Appropriateness Level II	II	
Certificate of Appropriateness Level III	III	
Clearing and Grading Permit	I	RMC 15.24
Comprehensive Plan Map and/or Policy Amendment	VI	
Conditional Use Permit	III	
Development Agreement	V	

Amendments reflecting Senate Bill 5290 and House Bill 1293 for permit and design review streamlining

Electrical Permit	I	RMC 15.12
Essential Public Facility	IV	
Extended Public Area Use Permit	I	RMC 12.08
Flood Zone Permit	I	RMC 15.04
Historic Landmark Designation	III	
Home Business	I	
Hydrant Use Permit	I	RMC 13.16.020
International Fire Code Permit	I	RMC 15.06
Master Planned Development See RZC 21.76.070.P	II, III, IV or V	
Mechanical Permit	I	RMC 15.14
Plat Alteration	V	
Plat Vacation	V	
Plumbing Permit	I	RMC 15.16
Preliminary Plat	III	
Reasonable Use Exception See RZC 21.76.070.U	I,II, III, IV or V	
Right-of-Way Use Permit	I	RMC 12.08
Sewer Permit	I	RMC 13.04
Permit Type	Process Type	RMC Section (if applicable)
Shoreline Conditional Use Permit	III	
Shoreline Exemption	I	
Shoreline Substantial Development Permit	II	
Shoreline Variance	III	
Short Plat	II	
Sign Permit/Program	I	
Site Plan Entitlement	II	
Special Event Permit	I	RMC 10.60

Amendments reflecting Senate Bill 5290 and House Bill 1293 for permit and design review streamlining

Structure Movement Permit I-IV	I	RMC 15.22
Temporary Use Permit (Long-Term)	V	
Temporary Use Permit (Short-Term)	I	
Tree Removal Permit	I	
Variance	III	
Water Permit	I	RMC 13.08
Willows Rose Hill Demonstration Project	III	
Wireless Communication Facility Permit I	I	
Wireless Communication Facility Permit II	II	
Zoning Code Amendment-Zoning Map (consistent with Comprehensive Plan)	IV	
Zoning Code Amendment (text)	VI	
Zoning Code Amendment (that requires a Comprehensive Plan Amendment)	VI	

D. Permits and Actions Not Listed. If a permit or land use action is not listed in the table in RZC 21.76.050.C, Classification of Permits and Decisions, the Administrator shall make a determination as to the appropriate review procedure based on the most analogous permit or land use action listed.

E. Consolidated Permit and Appeal Process.

1. Where this Code requires more than one land use permit for a given development, all permit applications (except Type I applications) may be submitted for review collectively according to the consolidated review process established by this section.
2. Where two or more land use applications for a given development are submitted for consolidated review, the review shall be conducted using the highest numbered process type applicable to any of the land use applications, provided that each land use application shall only be subject to the relevant decision criteria applicable to that particular development application. For example, a development proposal that includes a Type II application and a Type III application shall be reviewed using the Type III process, but the Type II application shall be decided based on the relevant decision criteria applicable to the Type II application. If two or more land use applications are consolidated for review, the highest application review and decision timeframe as outlined within RZC 21.76.040.D shall apply.

3. When the consolidated process established by this section is used, the City shall issue single, consolidated notices, staff reports, and decision documents encompassing all of the land use applications under review. Except as provided in subsection E.5 below, the applications shall be considered in a single, consolidated open record public hearing and shall be subject to no more than one consolidated closed record appeal.
4. Where a development requires more than one land use permit but the applicant elects not to submit all applications for consolidated review, applications may be submitted and processed sequentially, provided that the permit subject to the highest numbered process type must be submitted and obtained first, followed by the other permits in sequence from the highest numbered type to the lowest.
5. Where a development proposal requires a zoning map amendment, the zoning map amendment must be considered and approved by the Hearing Examiner and City Council before any hearing is held or decision is made on any related application for a conditional use permit, subdivision, variance, master planned development, site plan entitlement, or other similar quasi-judicial or administrative action. This subsection is intended to be a “procedural requirement” applicable to such actions as contemplated by RCW 58.17.070.
6. All appeals of project permit decisions for a single project shall be consolidated and heard together in a single appeal, using the highest-level appeals process, except for appeals of environmental Determinations of Significance. Where a Determination of Significance (DS) is appealed, the appeal shall be heard by the Hearing Examiner using the Type II review process prior to any consideration of the underlying application. Where a Determination of Non-Significance (DNS) or the adequacy of an Environmental Impact Statement (EIS) is appealed, the hearing on the appeal shall be consolidated with any open record public hearing to be conducted on the underlying application.

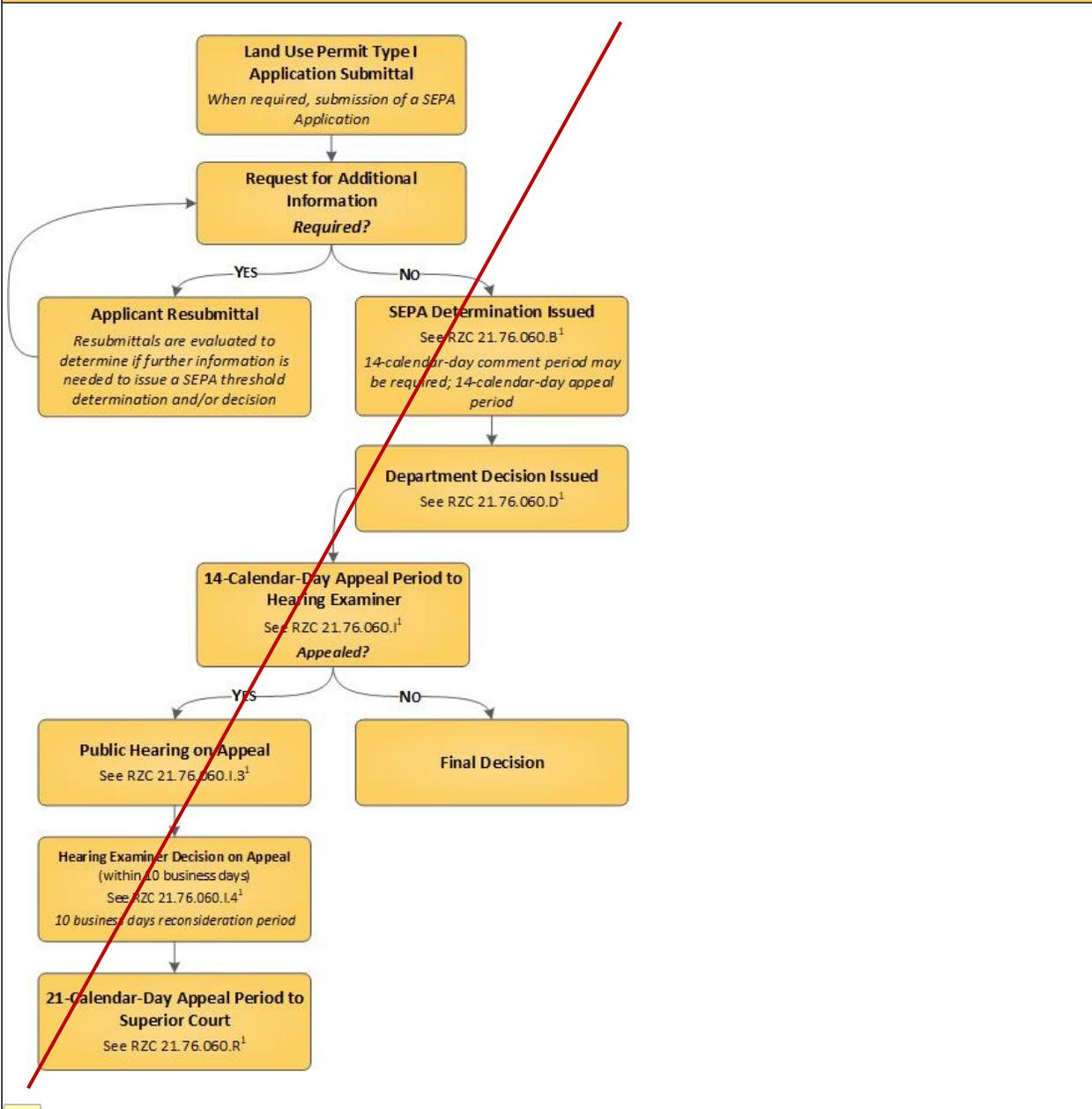
F. Type I Review.

1. Overview of Type I Review. A Type I process is an administrative review and decision by the appropriate department director or designee. These are applications which are categorically exempt from review under the State Environmental Policy Act (SEPA) or permits for which environmental review has been completed in connection with another application. Appeals of Type I decisions are made to the Hearing Examiner in an open record hearing. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court. ~~Type I reviews are exempt from the procedures of RZC 21.76.040, Time Frames for Review.~~

2. ~~Process Flow Chart. The flow chart below in Figure 21.76.050A depicts the process that will be used to review a typical Type I land use permit. The process may vary for individual permits based on the~~

~~nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~ More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers.

~~Figure 21.76.050A
Flow Chart for Type I Process~~



~~Figure Notes:~~

~~Figure 21.76.050A~~

~~Flow Chart for Type I Process~~



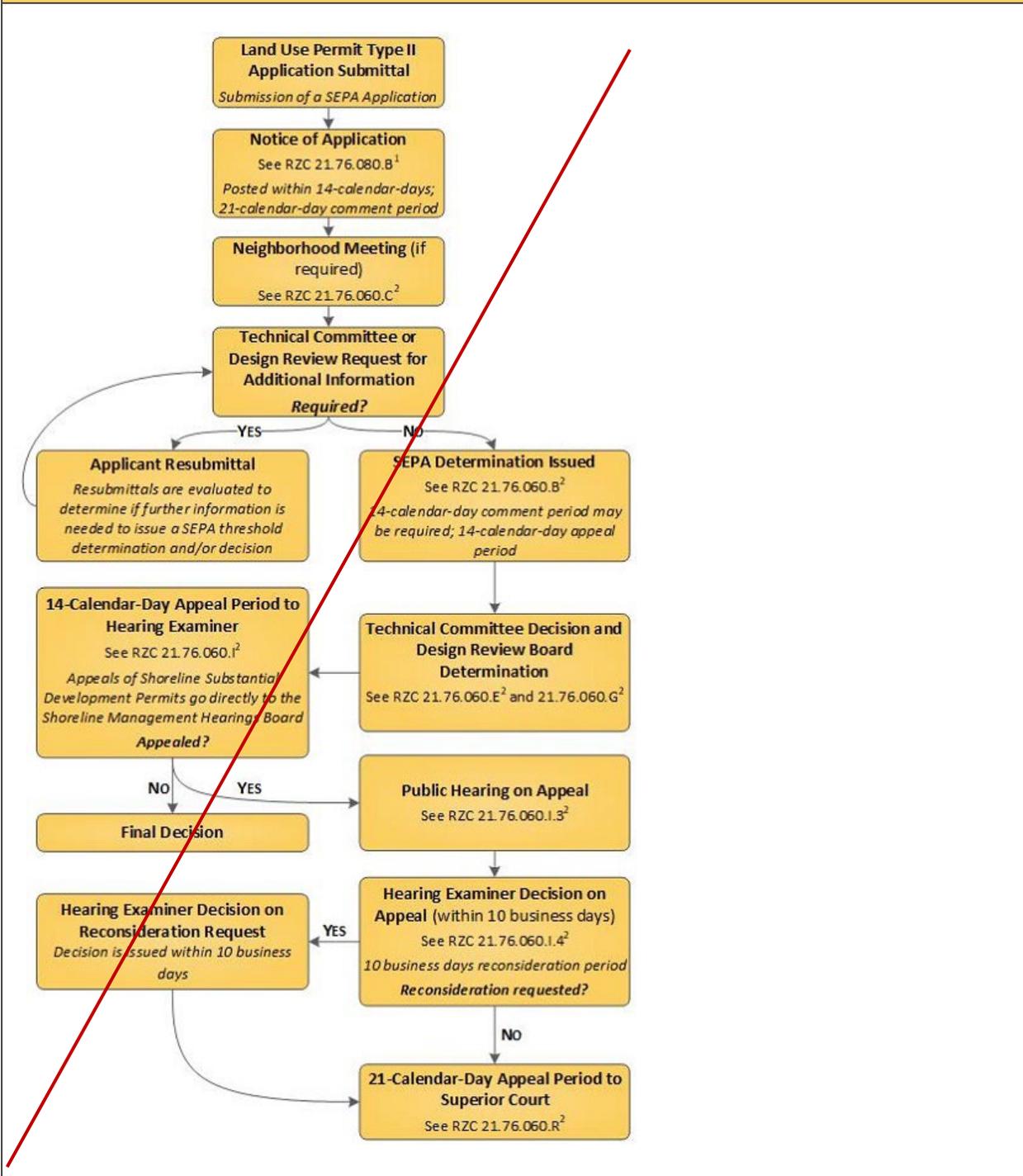
~~1. Link to RZC 21.76.060~~

G. Type II Review.

1. Overview of Type II Review. A Type II process is an administrative review and decision by the Technical Committee and, when required, by the Design Review Board or the Landmarks and Heritage Commission. Depending on the application, the Technical Committee may require a neighborhood meeting to obtain public input. Except for Certificates of Appropriateness related to historic structures, public notification is provided at the application and decision stages of review. Environmental review is conducted, when required. Appeals of Type II decisions are made to the Hearing Examiner in an open record hearing. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court.

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050B generally depicts the process that will be used to review a typical Type II land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~ More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.

~~Figure 21.76.050B~~
~~Flow Chart for Type II Process~~



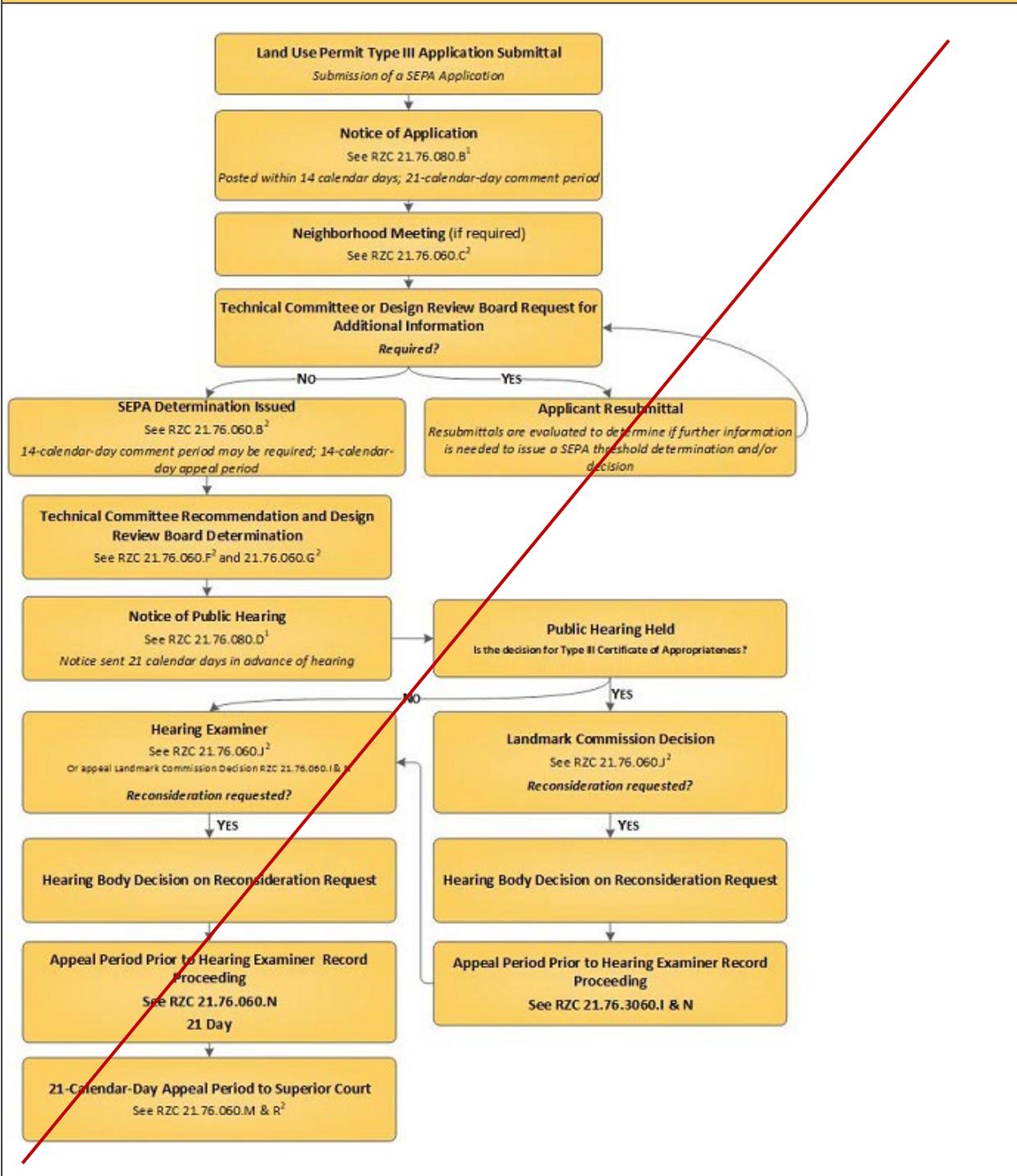
~~Figure 21.76.050B~~~~Flow Chart for Type II Process~~~~Figure Notes:~~~~1. Link to RZC 21.76.080~~~~2. Link to RZC 21.76.060~~

H. Type III Review.

1. Overview of Type III Review. A Type III process is a quasi-judicial review and decision made by the Hearing Examiner or, in the case of Level III Certificates of Appropriateness on which a hearing is to be held under 70-090(4)(b) and in the case of Historic Landmark Designations for removal of Historic Landmark Designations, by the Landmarks and Heritage Commission. Environmental review is conducted when required. The Hearing Examiner (or the Landmarks and Heritage Commission on the applications described in the preceding sentence) holds an open record public hearing on a Type III application after receiving a recommendation from the Technical Committee and, when required, the Design Review Board. Depending on the application, the Technical Committee may require a neighborhood meeting to obtain public input. Public notification is provided at the application, public hearing, and decision stages of application review. The Hearing Examiner (or the Landmarks and Heritage Commission on the applications described above) makes a decision after considering the recommendation of the Technical Committee and Design Review Board and the public testimony received at the open record public hearing. Decisions of the Hearing Examiner are appealable to the King County Superior Court, which considers the appeal in a closed record appeal proceeding. Decisions by the Landmarks and Heritage Commission are appealable to the Hearing Examiner, that considers the appeal in a closed record appeal proceeding. The decision of the Hearing Examiner, regarding appeals of a Landmarks and Heritage Commission decision, are appealable to the King County Superior Court, which considers the appeal in a closed record appeal proceeding.

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050C generally depicts the process that will be used to review a typical Type III land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only. More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.~~

Figure 21.76.050C
Flow Chart for Type III Process



~~Figure 21.76.050C~~
~~Flow Chart for Type III Process~~

~~Figure Notes:~~

~~1. Link to RZC 21.76.080~~

~~2. Link to RZC 21.76.060~~

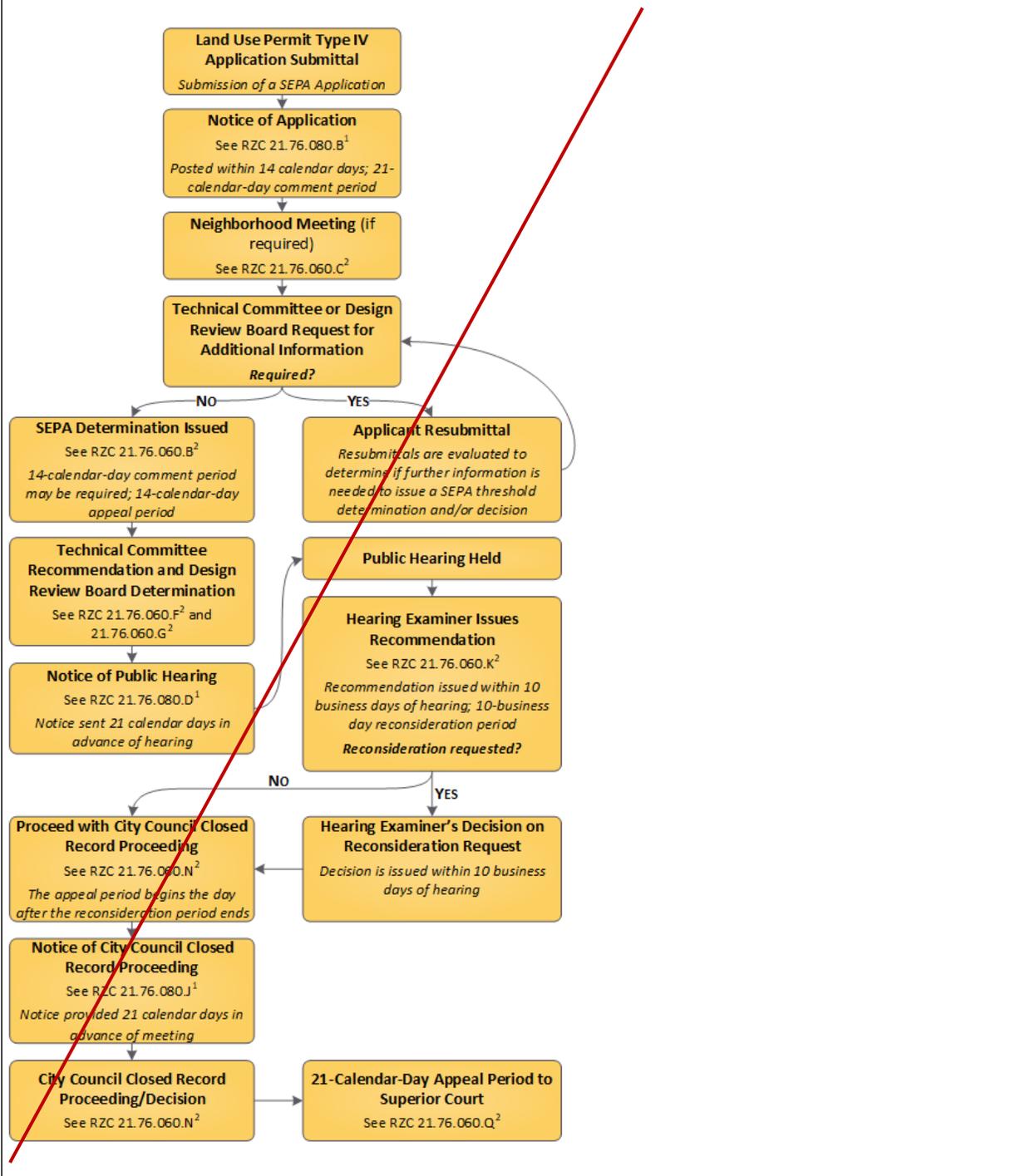
I. Type IV Review.

1. Overview of Type IV Review. A Type IV review is a quasi-judicial review and recommendation made by the Hearing Examiner and a decision made by the City Council. Environmental review is conducted when required. At an open record public hearing, the Hearing Examiner considers the recommendation of the Technical Committee and, when required, the Design Review Board, as well as public testimony. Depending on the application, the Technical Committee may require a neighborhood meeting to obtain public input. The Hearing Examiner makes a recommendation to the City Council, which considers the recommendation in a closed record proceeding and makes a final decision. Public notification is provided at the application, public hearing, and decision stages of application review. There is no administrative appeal. The City Council's decision may be appealed to the King County Superior Court.

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050D generally depicts the process that will be used to review a typical Type IV land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only. More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.~~



Figure 21.76.050D
Flow Chart for Type IV Process



~~Figure 21.76.050D~~
~~Flow Chart for Type IV Process~~

~~Figure Notes:~~

~~1. Link to RZC 21.76.080~~

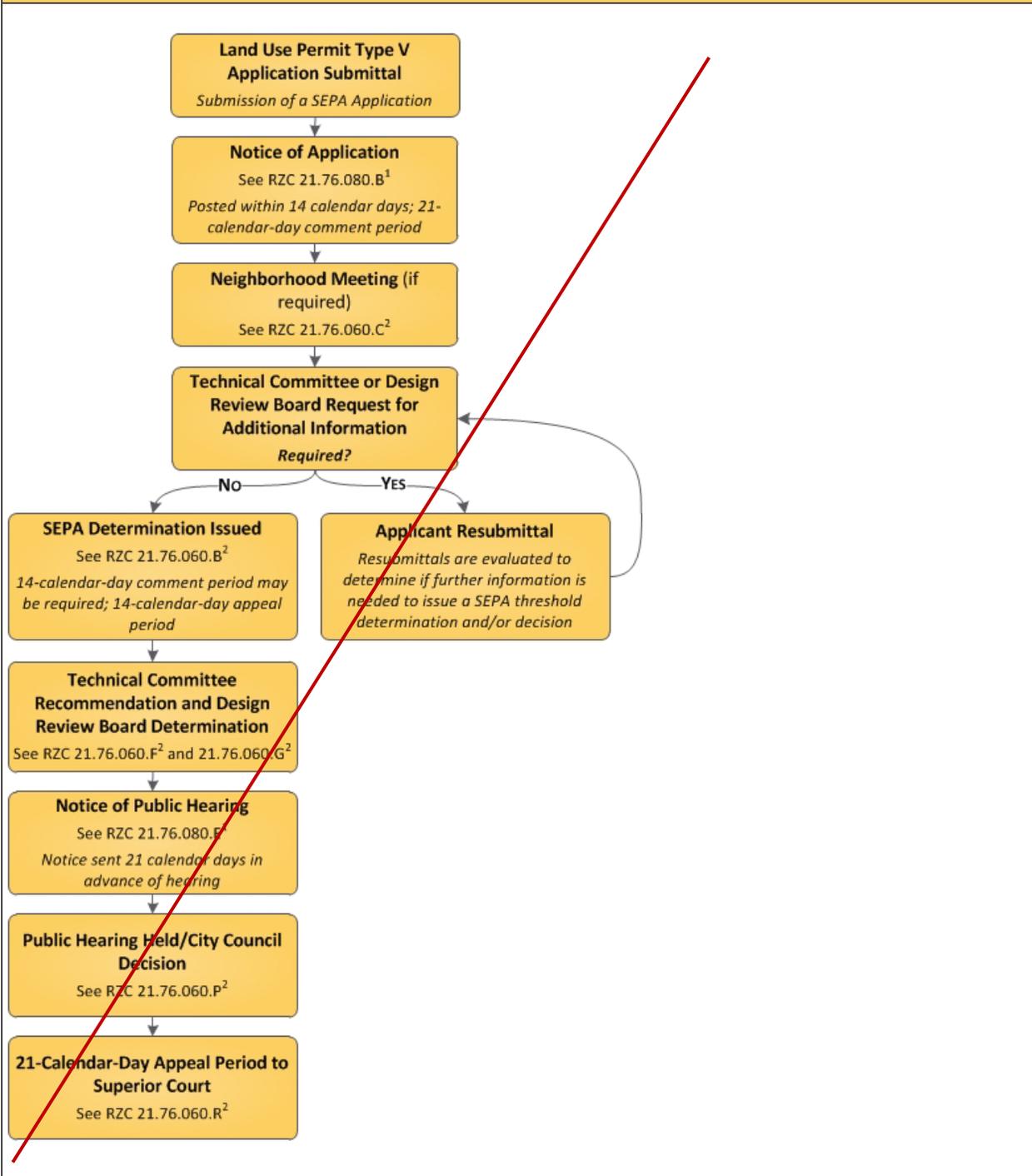
~~2. Link to RZC 21.76.060~~

J. Type V Review.

1. Overview of Type V Review. A Type V review is a quasi-judicial review and decision made by the City Council. Environmental review is conducted when required. The Technical Committee (and Design Review Board, if required) makes a recommendation to the City Council. Depending on the application, the Technical Committee may require a neighborhood meeting to obtain public input. The City Council shall hold a public hearing on the application prior to making a decision. Public notification is provided at the application, public hearing, and decision stages of application review. There is no opportunity for an administrative appeal. Appeals of City Council decisions are made to King County Superior Court.

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050E generally depicts the process that will be used to review a typical Type V land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~ More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.

~~Figure 21.76.050E~~
~~Flow Chart for Type V Process~~



 ~~Figure 21.76.050E~~

~~Flow Chart for Type V Process~~

~~Figure Notes:~~

~~1. Link to RZC 21.76.080~~

~~2. Link to RZC 21.76.060~~

K. Type VI Review.

1. Overview of Type VI Review. A Type VI review is for legislative land use decisions made by the City Council under its authority to establish policies and regulations regarding future private and public development and management of public lands. Environmental review is conducted when required. The Planning Commission holds at least one open record public hearing and makes a recommendation to the City Council. The City Council may hold an additional public hearing or hearings at its option. The City Council makes a final decision. The City Council's decision may be appealed to the Central Puget Sound Growth Management Hearings Board. Type VI reviews are exempt from the procedures of RZC 21.76.040, Time Frames for Review.



~~2. Process Flow Chart. The flow chart below in Figure 21.76.050F generally depicts the process that will be used to review a typical Type VI land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~ More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.

Figure 21.76.050F
Flow Chart for Type VI Process

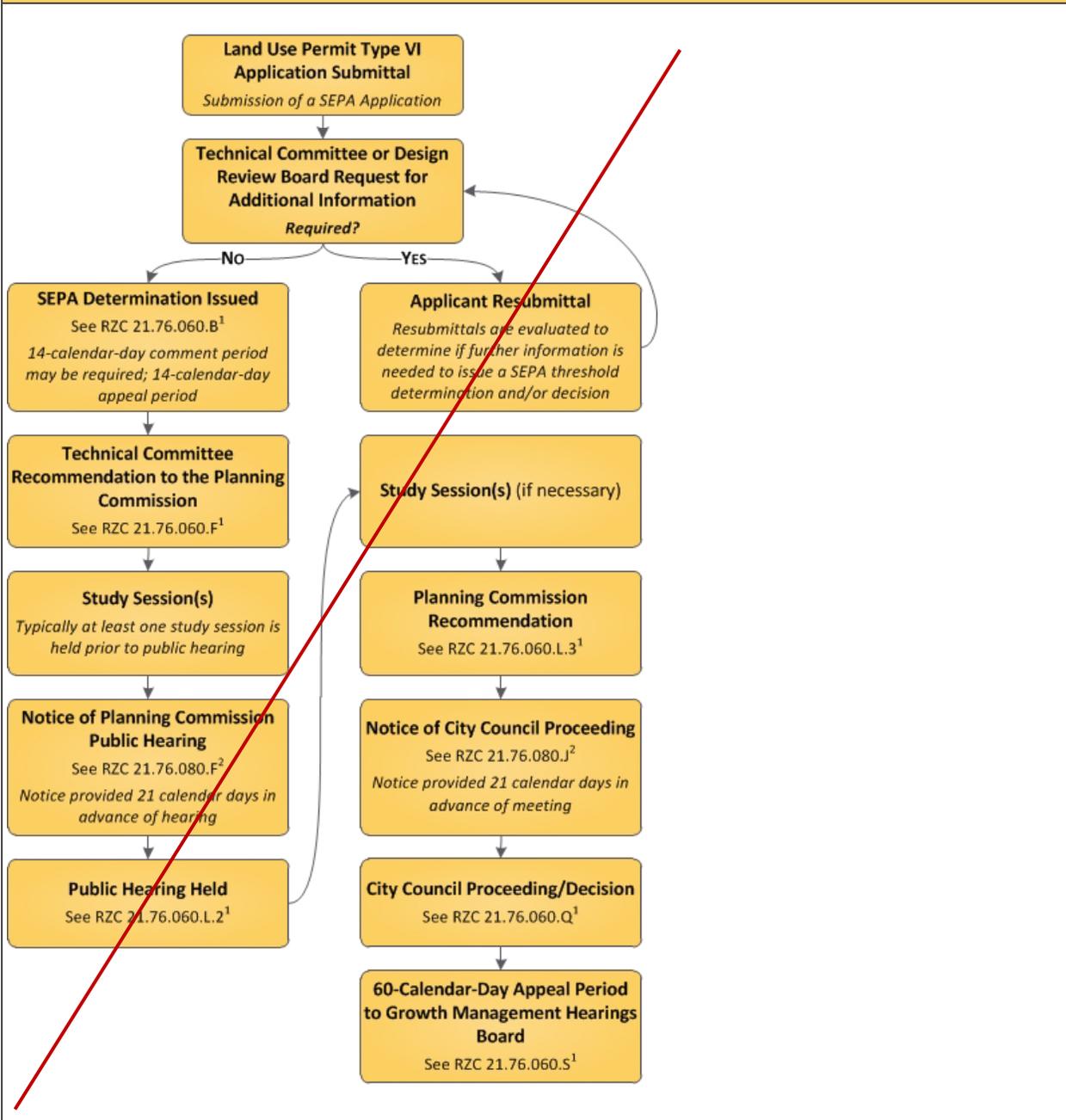
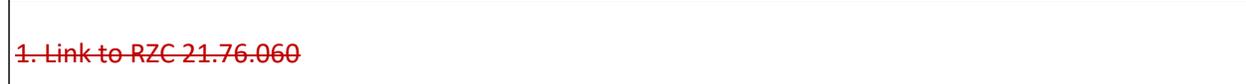
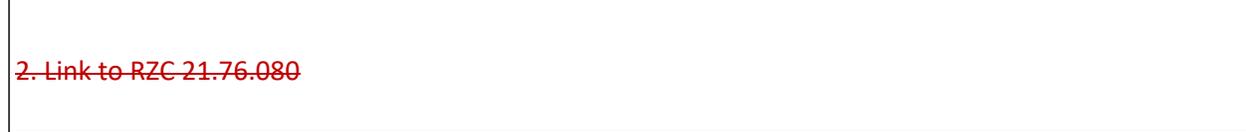


Figure Notes:







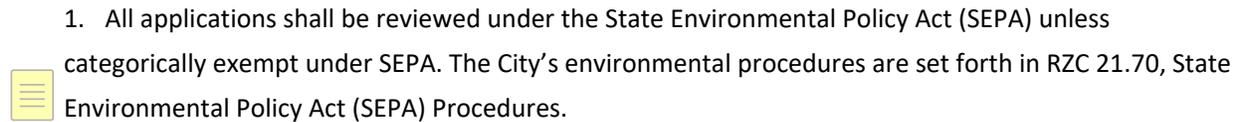
(Ord. 2652; Ord. 2889; Ord. 2924; Ord. 2958)

Effective on: 4/27/2019

21.76.060 Process Steps and Decision Makers.

A. Purpose. The purpose of this section is to provide an explanation of each of the procedural steps set forth ~~in the process flow charts~~ in RZC 21.76.050, Permit Types and Procedures.

B. Environmental Review Under the State Environmental Policy Act (SEPA).



2. Threshold Determinations. The Administrator shall issue the threshold determination after the minimum comment period for the Notice of Application and prior to the decision on the application. The threshold determination shall be mailed and posted in the same manner as the Notice of Application. The threshold determination shall also be sent to agencies with jurisdiction, if any, and the Washington State Department of Ecology. There is a 14-day comment period for certain threshold determinations as provided in WAC 197-11-340. Any comments received shall be addressed in the Technical Committee decision or recommendation on the application, which shall include the final threshold determination (DNS or DS) issued by the Administrator.

3. Optional DNS Process. For projects where there is a reasonable basis for determining that significant adverse impacts are unlikely, a preliminary DNS may be issued with the Notice of Application. The comment period for the DNS and the Notice of Application shall be combined. The Notice of Application shall state that the City expects to issue a DNS for the proposal and that this may be the only

opportunity to comment on the environmental impacts of the proposed project. After the close of the comment period, the Technical Committee shall review any comments and issue the final DNS in conjunction with its decision or recommendation on the application.

4. Determination of Significance. If a Determination of Significance (DS) is issued, and an Environmental Impact Statement (EIS) is required, the EIS will be completed prior to issuance of the Technical Committee/Design Review Board decision or recommendation. If the requirement to prepare an EIS or a Supplemental EIS is appealed by the applicant, that appeal must be resolved prior to issuance of the Technical Committee/Design Review Board decision or recommendation.

C. Neighborhood Meetings.

1. The purpose of neighborhood meetings is to:

- a. Provide a forum for interested individuals to meet with the applicant to learn about the proposal and the applicable process early in the review process;
- b. Provide an opportunity for meaningful public input;
- c. Provide a dialogue between the applicant, citizens, and City whereby issues can be identified and discussed; and
- d. Provide an opportunity for applicants to address concerns generated by individuals and incorporate possible changes.

2. Required Neighborhood Meeting: A neighborhood meeting ~~shall be~~ is required for the following:

- a. Essential Public Facility.
- b. Master Planned Development.

~~c. Preliminary Plat.~~

~~d. Short plats that meet any of the following criteria:~~

~~i. propose three or more lots.~~

~~ii. have critical areas on-site, or~~

~~iii. are forested (75 percent tree canopy).~~

e. As otherwise required within the RZC.

f. In addition, the Technical Committee may require a neighborhood meeting on any Type III, IV or V application.

3. Where a neighborhood meeting is required, it ~~shall~~ **must** be conducted by the applicant within 45 days of the termination of the Notice of Application comment period. The applicant ~~shall~~ **must** notify the City of the date and time of the meeting. At least one representative from City staff shall be in attendance. The applicant ~~shall~~ **must** mail notice of the neighborhood meeting to the same individuals to whom notice is required for the Notice of Application, a minimum of 21 days in advance of the meeting. The applicant ~~shall~~ **must** provide the City with an affidavit of mailing. The neighborhood meeting shall be required to take place prior to the Technical Committee decision or recommendation. In certain circumstances, the Technical Committee may choose to hold the neighborhood meeting, in which case the City shall mail the notice of neighborhood meeting as described above. A sign-in sheet ~~shall~~ **must** be provided at the meetings, giving attendees the option of establishing themselves as a party of record.

4. Additional Neighborhood Meetings. In order to provide an opportunity for applicants to address concerns generated by interested parties, applicants are encouraged to hold an additional neighborhood meeting (or meetings) to provide interested parties with additional information, proposed changes to plans, or provide further resolution of issues. If the applicant holds additional meetings, there shall be no specific requirements for notice or City attendance. However, the City shall make effort to attend meetings where appropriate and when the applicant has notified the City that additional meetings are taking place. Any persons attending additional neighborhood meetings who have not established themselves as a party of record, and who wish to do so, must contact the City directly.

D. Director Decisions on Type I Reviews.

1. Type I Decision Makers. Decisions on Type I applications are made by the appropriate department director or designee.

2. Decision Criteria. The decision of the department director shall be based on the criteria for the application set forth in this code, or in the applicable uniform or international code in the case of building and fire-related permits. The decision shall include any conditions necessary to ensure consistency with the applicable development regulations. The department director may consult with the Technical Committee, the Design Review Board, or the Landmarks ~~and Heritage~~ Commission on any Type I application, but the final decision-making authority on such applications remains with the department director.

3. Decision. A written record of the director's decision shall be prepared in each case and may be in the form of a staff report, letter, the permit itself, or other written document indicating approval, approval with conditions, or denial. The decision shall be mailed as provided in RZC 21.76.080.G, Notice of Final Decision. See RZC 21.68.200.C.7.a for decisions on Shoreline Exemptions.

4. Appeal. Type I decisions may be appealed to the Hearing Examiner as provided in RZC 21.76.060.I, Appeals to Hearing Examiner on Type I and II Permits. All decisions are final upon expiration of the appeal period or, if appealed, upon the date of issuance of the Hearing Examiner's final decision on the appeal. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court as provided RZC 21.76.060.M.

E. Technical Committee Decisions on Type II Reviews.

1. Decision. Decisions on Type II applications are made by the Technical Committee. The decision of the Technical Committee shall be based on the criteria for the application set forth in the RZC, and shall include any conditions necessary to ensure consistency with the applicable development regulations.

2. Record. A written record of the Technical Committee's decision shall be prepared in each case and may be in the form of a staff report, letter, the permit itself, or other written document indicating approval, approval with conditions, or denial. All parties of record shall be notified of the final decision.

3.  Design Review Board **Consultation** and Landmarks ~~and Heritage~~ Commission Review. When design ~~review~~ **consultation** or review of a Certificate of Appropriateness is required, the ~~decision~~ **recommendations** of the Design Review Board ~~or Landmarks and Heritage Commission~~ shall be included with the Technical Committee decision **as public comments. Landmark Commission recommendations shall be included with the Technical Committee decision.**

4. Appeal. Type II decisions (except shoreline permits) may be appealed to the Hearing Examiner as provided in RZC 21.76.060.I, Appeals to Hearing Examiner on Type I and Type II Permits. All decisions are final upon expiration of the appeal period or, if appealed, upon issuance of the Hearing Examiner's final decision on the appeal. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court as provided in RZC 21.76.060.M.

F. Technical Committee Recommendations on Type III, IV, V and VI Reviews.

1. Decision. The Technical Committee's recommendation shall be based on the decision criteria for the application set forth in the RZC. Based upon its analysis of the application, the Technical Committee may recommend approval, approval with conditions or with modifications, or denial.

2. Recommendations. The Technical Committee shall transmit the following recommendations:

-
- a. Recommendations involving Type III and Type IV permits shall be transmitted to the Hearing Examiner.
- b. Recommendations involving Type V permits shall be transmitted to the City Council.
- c. Recommendations involving Type VI permits shall be transmitted to the Planning Commission.
3. Record. A written record of the Technical Committee's recommendation shall be prepared in each case. The recommendation shall summarize the Technical Committee's analysis with respect to the decision criteria and indicate approval, approval with conditions or modifications, or denial.
4. Recommendations of the Design Review Board and/or Landmark Commission. A written report of the Technical Committee's recommendation shall be prepared and transmitted to the Hearing Examiner along with the recommendation of the Design Review Board and/or ~~Landmarks and~~ **Heritage** Commission where applicable.
- G. ~~Design Review Board Determinations~~ **Consultation with a Third-Party Design Professional** on Type II, III, IV and V Reviews. When ~~design review is required by~~ **consultation is sought by the City from the Design Review Board, the Design Review Board a third-party design professional, the design professional** shall consider the application ~~at an open public meeting of the Board~~ in order to ~~determine whether the~~ **provide feedback on whether the** application complies with Article III, Design Standards. **All third-party reviews shall be paid for by the applicant.** The ~~Design Review Board's design professional's determination~~ **comments** shall be given the effect of ~~a final decision on design standard compliance for Type II applications, public comment(s) for all permit types.~~ shall be given the effect of a recommendation to the Hearing Examiner on a Type III or Type IV application, and the effect of a recommendation to the City Council on a Type V application. The ~~Design Review Board's determination~~ **design professional's comments** shall be included with the written report that contains the Technical Committee recommendation ~~or decision.~~ ~~The Design Review Board's determination may be appealed in the same manner as the decision of the applicable decision maker on the underlying land use permit.~~
- H. ~~Landmarks and~~ **Heritage** Commission Determination/Decisions. The ~~Landmarks and Heritage~~ Commission as specified below shall review all applications requiring a Level II or Level III Certificate of Appropriateness and all applications for Historic Landmark Designation.
1. When review of a Level II Certificate is required, the Redmond ~~Landmarks and Heritage~~ Commission shall consider the application at an open public meeting using the review process for the application in RZC 21.76.050.C in order to determine whether the application complies with the criteria set forth in RZC 21.30, Historic and Archeological Resources, and King County Code Chapter 20.62. Based upon its analysis of the application, the ~~Landmarks and Heritage~~ Commission may approve the application, approve it with conditions or modifications, or deny the application. The ~~Landmarks and Heritage~~

Commission's determination shall be included with the written report that contains the Technical Committee recommendation or decision. Conditions based on the Landmarks ~~and Heritage~~ Commission's determination may be appealed to the Hearing Examiner in the same manner as the Technical Committee decision.

2. When review of a Level II Certificate of Appropriateness requiring a public hearing (see RZC 21.30.050.D.2) or review of a Level III Certificate of Appropriateness is required, the Redmond Landmarks ~~and Heritage~~ Commission shall hold an open record public hearing on the application using a Type III process as provided in RZC 21.76.060.J. The Landmarks ~~and Heritage~~ Commission shall determine whether the application complies with the criteria set forth in RZC 21.30.050.E of the RZC. Based upon its analysis of the application, the Landmarks ~~and Heritage~~ Commission may approve the application, approve it with conditions or modifications, or deny the application. The decision of the Landmarks ~~and Heritage~~ Commission may be appealed to the Hearing Examiner. The Hearing Examiner's decision on the appeal may be further appealed to the King County Superior Court.

3. The King County Landmarks Commission, acting as the Redmond Landmarks ~~and Heritage~~ Commission, shall review and make determinations on all applications for Historic Landmark Designation or removal of a Historic Landmark Designation. When the King County Landmarks Commission reviews a Historic Landmark Designation nomination or the removal of a Historic Landmark Designation, the King County Landmarks Commission will follow the procedures set forth in King County Code Chapter 20.62, including the holding of an open record hearing on the application. Applications shall be decided based on the criteria in King County Code Chapter 20.62. The decision of the King County Landmarks Commission on a Historic Landmark Designation or removal of a Historic Landmark Designation shall be a final decision appealable to the Hearing Examiner. The Hearing Examiner's decision on the appeal may be further appealed to the King County Superior Court.

I. Appeals to Hearing Examiner on Type I and Type II Permits.

1. Overview. For Type I and Type II permits, the Hearing Examiner acts as an appellate body, conducting an open record appeal hearing when a decision of a department director (Type I) or the Technical Committee (Type II) is appealed. The Hearing Examiner's decision on the appeal may be further appealed to the King County Superior Court.¹

2. Commencing an Appeal. Type I and II decisions may be appealed as follows:

a. Who May Appeal. Any party of record may appeal the decision.

b. Form of Appeal. A person appealing a Type I or II decision must submit a completed appeal form which sets forth:

- i. Facts demonstrating that the person is adversely affected by the decision;
 - ii. A concise statement identifying each alleged error of fact, law, or procedure, and the manner in which the decision fails to satisfy the applicable decision criteria;
 - iii. The specific relief requested; and
 - iv. Any other information reasonably necessary to make a decision on the appeal.
 - c. Time to Appeal. The written appeal and the appeal fee, if any, must be received by the Redmond City Clerk's Office no later than 5:00 p.m. on the fourteenth day following the date the decision of the Technical Committee/Design Review Board Decision is issued.
 - d. Shoreline Permit Appeals must be submitted to the Shoreline Hearings Board. See RZC 21.68.200.C.6.b.
3. Hearing Examiner Public Hearing on Appeal. The Hearing Examiner shall conduct an open record hearing on a Type I or Type II appeal. Notice of the hearing shall be given as provided in RZC 21.76.080.H. The appellant, applicant, owner(s) of property subject to the application, and the City shall be designated parties to the appeal. Only designated parties may participate in the appeal hearing by presenting testimony or calling witnesses to present testimony and by providing exhibits. Interested persons, groups, associations, or other entities who have not appealed may participate only if called by one of the parties to present information, provided that the Examiner may allow nonparties to present relevant testimony if allowed under the Examiner's rules of procedure. The Hearing Examiner shall create a complete record of the public hearing, including all exhibits introduced at the hearing and an electronic sound recording of each hearing.
4. Hearing Examiner Decision on Appeal. Within 10 business days after the close of the record for the Type I or II appeal, the Hearing Examiner shall issue a written decision to grant, grant with modifications, or deny the appeal. The decision on appeal shall be mailed to all parties of record. The Hearing Examiner shall accord substantial weight to the decision of the department director (Type I) or Technical Committee (Type II). The Hearing Examiner may grant the appeal or grant the appeal with modifications if the Examiner determines that the appellant has carried the burden of proving that the Type I or II decision is not supported by a preponderance of the evidence or was clearly erroneous.
5. Request for Reconsideration. Any designated party to the appeal who participated in the hearing may file a written request with the Hearing Examiner for reconsideration within 10 business days of the date of the Hearing Examiner's decision. The request **shall must** explicitly set forth alleged errors of procedure or fact. The Hearing Examiner shall act within 10 business days after the filing of the request

for reconsideration by either denying the request or issuing a revised decision. The decision on the request for reconsideration and/or issuing a revised decision shall be sent to all parties of record.

6. Appeal. A Hearing Examiner Decision on a Type I or Type II appeal may be appealed to the King County Superior Court as provided in RZC 21.76.060.M.

J. Hearing Examiner and Landmarks~~s~~-and Heritage Commission Final Decisions on Type III Reviews.

1. Overview. For Type III reviews, the Hearing Examiner (or the Landmarks~~s~~-and Heritage Commission on Level II Certificates of Appropriateness that require a public hearing under RZC 21.30.050.D.2 and on Level III Certificates of Appropriateness) makes a final decision after receiving the recommendation of the Technical Committee and holding an open record public hearing. The Hearing Examiner's decision may be appealed to the King County Superior Court. Landmarks~~s~~-and Heritage Commission's decisions may be appealed to the Hearing Examiner.

2. Public Hearing. The Hearing Examiner (or Landmarks~~s~~-and Heritage Commission on the applications specified above) shall hold an open record public hearing on all Type III permits. The open record public hearing shall proceed as follows:

a. Notice of the hearing shall be given as provided in RZC 21.76.080.D.

b. Any person may participate in the Hearing Examiner's (or Landmarks~~s~~-and Heritage Commission's) public hearing on the Technical Committee's recommendation by submitting written comments prior to or at the hearing, or by providing oral testimony and exhibits at the hearing.

c. The Administrator shall transmit to the Hearing Examiner (or Landmarks~~s~~-and Heritage Commission) a copy of the department file on the application, including all written comments received prior to the hearing and information reviewed by or relied upon by the Administrator. The file shall also include information to verify that the requirements for notice to the public (Notice of Application and Notice of SEPA Threshold Determination) have been met.

d. The Hearing Examiner (or Landmarks~~s~~-and Heritage Commission) shall create a complete record of the public hearing, including all exhibits introduced at the hearing and an electronic sound recording of each hearing.

3. Authority. The Hearing Examiner (or Landmarks~~s~~-and Heritage Commission) shall approve a project or approve with modifications if the applicant has demonstrated that the proposal complies with the applicable decision criteria of the RZC. The applicant bears the burden of proof and must demonstrate that a preponderance of the evidence supports the conclusion that the application merits approval or approval with modifications. In all other cases, the Hearing Examiner (or Landmarks~~s~~-and Heritage Commission) shall deny the application.

4. Conditions. The Hearing Examiner (or Landmarks~~s and Heritage~~ Commission) may include conditions to ensure a proposal conforms to the relevant decision criteria.

5. Decision. The Hearing Examiner (or Landmarks~~s and Heritage~~ Commission) shall issue a written report supporting the decision within 10 business days following the close of the record. The report supporting the decision shall be mailed to all parties of record. The report shall contain the following:

- a. The decision of the Hearing Examiner (or Landmarks~~s and Heritage~~ Commission); and
- b. Any conditions included as part of the decision; and
- c. Findings of fact upon which the decision, including any conditions, was based and the conclusions derived from those facts; and
- d. A statement explaining the process to appeal the decision of the Hearing Examiner to the King County Superior Court or in the case of Landmarks~~s and Heritage~~ Commission to the Hearing Examiner.

6. Request for Reconsideration. Any party of record may file a written request with the Hearing Examiner (or Landmarks~~s and Heritage~~ Commission) for reconsideration within 10 business days of the date of the Hearing Examiner's decision. The request ~~shall~~ **must** explicitly set forth alleged errors of procedure, law, or fact. No new evidence may be submitted in support of or in opposition to a request for reconsideration. The Hearing Examiner shall act within 10 business days after the filing of the request for reconsideration by either denying the request or issuing a revised decision. The decision on the request for reconsideration and/or the revised decision shall be sent to all parties of record.

7. Appeal. Except for Shoreline Conditional Use Permits, Shoreline Substantial Development Permits, or Shoreline Variances, a Hearing Examiner decision may be appealed to the King County Superior Court. Landmarks~~s and Heritage~~ Commission decisions may be appealed to the Hearing Examiner. Shoreline Conditional Use Permits, Shoreline Substantial Development Permits, and Shoreline Variances may be appealed to the Shoreline Hearings Board as provided for in RZC 21.68.200.C.6.b and RZC 21.68.200.C.6.c.

K. Hearing Examiner Recommendations on Type IV Reviews.

1. Overview. For Type IV reviews, the Hearing Examiner makes a recommendation to the City Council after receiving the recommendation of the Technical Committee and holding an open record public hearing. The City Council considers the Hearing Examiner's recommendation in a closed record proceeding.

2. Hearing Examiner Public Hearing. The Hearing Examiner shall hold an open record public hearing on all Type IV permits. The open record public hearing shall proceed as follows:

- a. Notice of the hearing shall be given as provided in RZC 21.76.080.D.
- b. Any person may participate in the Hearing Examiner's public hearing on the Technical Committee's recommendation by submitting written comments to the Technical Committee prior to the hearing, by submitting written comments at the hearing, or by providing oral testimony and exhibits at the hearing.
- c. The Administrator shall transmit to the Hearing Examiner a copy of the department file on the application, including all written comments received prior to the hearing and information reviewed by or relied upon by the Administrator. The file shall also include information to verify that the requirements for notice to the public (Notice of Application and Notice of SEPA Threshold Determination) have been met.
- d. The Hearing Examiner shall create a complete record of the public hearing, including all exhibits introduced at the hearing and an electronic sound recording of each hearing.

3. Hearing Examiner Authority. The Hearing Examiner shall make a written recommendation to approve a project or approve with modifications if the applicant has demonstrated that the proposal complies with the applicable decision criteria of the RZC. The applicant bears the burden of proof and must demonstrate that a preponderance of the evidence supports the conclusion that the application merits approval or approval with modifications. In all other cases, the Hearing Examiner shall make a recommendation to deny the application.

4. Conditions. The Hearing Examiner may include conditions in the recommendation to ensure a proposal conforms to the relevant decision criteria.

5. Recommendation. The Hearing Examiner shall issue a written report supporting the recommendation within 10 business days following the close of the record. The report shall contain the following:

- a. The recommendation of the Hearing Examiner; and
- b. Any conditions included as part of the recommendation; and
- c. Findings of fact upon which the recommendation, including any conditions, was based and the conclusions derived from those facts.

6. Mailing of Recommendation. The office of the Hearing Examiner shall mail the written recommendation, bearing the date it is mailed, to each person included in the parties of record. The

Administrator will provide notice of the Council meeting at which the recommendation will be considered to all parties of record.

7. Request for Reconsideration. Any party of record may file a written request with the Hearing Examiner for reconsideration within 10 business days of the date of the Hearing Examiner's recommendation. The request shall explicitly set forth alleged errors of procedure, law, or fact. No new evidence may be submitted as part of a request for reconsideration. The Hearing Examiner shall act within 10 business days after the filing of the request for reconsideration by either denying the request or issuing a revised decision. The decision on the request for reconsideration and/or revised decision shall be sent to all parties of record.

8. All Hearing Examiner recommendations on Type IV permits shall be transmitted to the City Council for final action, as provided in RZC 21.76.060.O.

L. Planning Commission Recommendations on Type VI Reviews.

1. Overview. For Type VI proposals, the Planning Commission makes a recommendation to the City Council after holding at least one open record public hearing. The Planning Commission may also hold one or more study sessions prior to making the recommendation. The City Council considers the Planning Commission's recommendation and takes final action by ordinance.

2. Planning Commission Public Hearing. The Planning Commission shall hold at least one open record public hearing. The hearing shall proceed as follows:

a. Notice of the public hearing shall be given as provided in RZC 21.76.080.F.

b. Any person may participate in the public hearing by submitting written comment to the ~~applicable department director~~ **Planning Commission or designated staff** prior to the hearing or by submitting written or making oral comments to the Planning Commission at the hearing. All written comments received by the ~~applicable department director~~ **designated staff** shall be transmitted to the Planning Commission no later than the date of the public hearing.

c. The Administrator shall transmit to the Planning Commission a copy of the department file on the application, including all written comments received prior to the hearing and information reviewed by or relied upon by the Administrator. The file shall also include information to verify that the requirements for notice to the public (Notice of Application, as required; Notice of SEPA Determination) have been met.

d. The Planning Commission shall record and compile written minutes of each hearing.

3. Recommendation. The Planning Commission may recommend that the City Council adopt, or adopt with modifications, a proposal if it complies with the applicable decision criteria in RZC 21.76.070, Land Use Actions and Decision Criteria. In all other cases, the Planning Commission shall recommend denial of the proposal. The Planning Commission's recommendation shall be in writing and shall contain the following:

- a. The recommendation of the Planning Commission; and
- b. Any conditions included as part of the recommendation; and
- c. Findings of fact upon which the recommendation, including any conditions, was based and the conclusions derived from those facts.

4. Additional Hearing on Modified Proposal. If the Planning Commission recommends a modification which results in a proposal not reasonably foreseeable from the notice provided pursuant to RZC 21.76.080.F, the Planning Commission shall conduct a new public hearing on the proposal as modified. The Planning Commission shall consider the public comments at the hearing in making its final recommendation.

5. A vote to recommend adoption of the proposal or adoption with modification must be by a majority vote of the Planning Commission members present and voting.

6. All Planning Commission recommendations shall be transmitted to the City Council for final action as provided in RZC 21.76.060.Q.

M. Appeals to King County Superior Court on Type I Permit, Type II Permit and/or Type III Landmark Commission Decision Appeal Reviews.

1. Overview. Except for Shoreline Substantial Development Permits, all decisions of the Hearing Examiner on Type I permit, Type II permit and/or Type III Landmark Commission decision appeals may be appealed to the King County Superior Court.

2. Commencing an Appeal. Hearing Examiner decisions on Type I permit, Type II permit and/or Type III Landmark Commission decision appeals may be appealed to the King County Superior Court.

3. The Hearing Examiner's decision on an appeal from the Applicable Department or Technical Committee on a Type I permit, Type II permit and/or Type III Landmark Commission decision appeal review is the final decision of the City and (except for Shoreline Conditional Use Permits and Shoreline Variances) may be appealed to the King County Superior Court as provided in RZC 21.76.060.R.

4. Shoreline Substantial Development Permits and Shoreline Variances must be appealed to the Shoreline Hearings Board. See RZC 21.68.200.C.6.b and 21.68.200.C.6.c.

N. Appeals on Type III Reviews and from King County Landmark Commission Decisions.

1. Overview. Except for Shoreline Substantial Development Permits, Shoreline Conditional Use Permits, Shoreline Variances, and King County Landmark Commission decisions, reviews may be appealed to the King County Superior Court. All decisions of the Hearing Examiner may be appealed to the King County Superior Court.
2. Commencing an Appeal. The decision of the Hearing Examiner is the final decision of the City and may be appealed to the King County Superior Court by filing a land use petition which meets the requirements set forth in RCW Chapter 36.70C. The petition for review must be filed and served upon all necessary parties as set forth in state law and within the 21-day time period as set forth in RCW 36.70C.040.
3. The decision of the Redmond Landmarks and Heritage Commission or the King County Landmarks Commission listed above in (N)(1) and may be appealed to the Hearing Examiner by filing a land use petition which meets the requirements set forth in RCW 36.70C. The petition for review must be filed and served upon all necessary parties within the 21-day time period.
4. Hearing Examiner decisions on a Type III review or the Redmond Landmarks and Heritage Commission or King Landmarks Commission on those matters specified in subsection (N)(1) is the final decision of the City and may be appealed to the King County Superior Court by filing a land use petition which meets the requirements set forth in RCW Chapter 36.70C. The petition for review must be filed and served upon all necessary parties as set forth in state law withing the 21-day time period as set forth in RCW 36.70C.040.
5. Shoreline Conditional Use Permits, Shoreline Substantial Development Permits, and Shoreline Variances must be appealed to the Shoreline Hearings Board. See RZC 21.68.200.C.6.b and 21.68.200.C.6.c.

O. City Council Decisions on Type IV Reviews.

1. Overview. The City Council considers all Hearing Examiner recommendations on Type IV permits in a closed record proceeding. Decisions of the City Council on Type IV permits may be appealed to the King County Superior Court as provided in RZC 21.76.060.R.
2. City Council Decision.
 - a. The Administrator shall transmit to the City Council a copy of the department file on the application, including all written comments received prior to and during the open record hearing and information reviewed by or relied upon by the Hearing Examiner. The file shall also include

information to verify that the requirements for notice to the public (Notice of Application, Notice of Public Hearing, and Notice of SEPA Determination) have been met.

b. The City Council shall conduct a closed record proceeding. Notice of the closed record proceeding shall be provided as outlined within RZC 21.76.080.J, Notice of Closed Record Appeal Proceeding on Type IV and City Council Proceeding on Type VI Reviews. The City Council shall not accept new information, written or oral, on the application, but shall consider the following in deciding upon an application:

- i. The complete record developed before the Hearing Examiner; and
- ii. The recommendation of the Hearing Examiner.

c. The City Council shall either:

- i. Approve the application; or
- ii. Approve the application with modifications; or
- iii. Deny the application, based on findings of fact and conclusions derived from those facts which support the decision of the Council.

d. Form of Decision. All City Council decisions on Type IV reviews shall be in writing. All decisions approving a Type IV application shall require passage of an ordinance. Decisions denying Type IV applications shall not require passage of an ordinance. Decisions on Type IV applications shall include:

- i. Findings and Conclusions. The City Council shall include findings of fact and conclusions derived from those facts which support the decision of the Council, including any conditions, in the decision on the application. The City Council may, by reference, adopt some or all of the findings and conclusions of the Hearing Examiner.
- ii. Conditions. The City Council may, based on the record, include conditions in any ordinance approving or approving with modifications any conditional use permit, essential public facilities permit, or master planned development application in order to ensure conformance with the approval criteria specified in the code or process under which the application was made. For Zoning Map Amendments that are consistent with the Comprehensive Plan, conditions of approval shall not be included in the ordinance, but shall be included in a separate development agreement approved concurrently with the ordinance.

iii. Required Vote. The City Council shall adopt an ordinance which approves or approves with modifications the application by a majority vote of the membership of the City Council.

Decisions to deny a Type IV application shall require a majority vote of those Council members present and voting.

iv. Notice of Decision. Notice of the City Council Decision shall be provided as outlined within RZC 21.76.080.G, Notice of Final Decision

P. City Council Decisions on Type V Reviews.

1. Overview. For Type V reviews, the City Council makes a final decision after receiving the recommendation of the Technical Committee and the recommendation of the Design Review Board (if required) and after holding an open record public hearing. The City Council's decision is appealable to the King County Superior Court as provided in RZC 21.76.060.R.

2. City Council Open Record Public Hearing.

a. Notice. Notice of the City Council's open record public hearing shall be given as provided in RZC 21.76.080.E.

b. Transmittal of File. The Administrator shall transmit to the City Council a copy of the department file on the application, including all written comments received prior to the City Council open record public hearing and information reviewed by or relied upon by the Administrator. The file shall also include information to verify that the requirements for notice to the public (Notice of Application, Notice of Public Hearing, and Notice of SEPA Determination) have been met.

c. Participation. Any person may participate in the City Council public hearing on the Technical Committee's recommendation by submitting written comments prior to the hearing or at the hearing by providing oral testimony and exhibits at the hearing. The Council shall create a complete record of the open record public hearing, including all exhibits introduced at the hearing and an electronic sound recording of the hearing.

3. City Council Decision.

a. Options. The City Council shall, at the open record public hearing, consider and take final action on each Type V application. The final action may take place in the same meeting as the public hearing. The City Council shall either:

i. Approve the application; or

ii. Approve the application with modifications or conditions; or

iii. Deny the application.

b. Form of Decision. The City Council's decision shall be in writing and shall include the following:

i. Findings and Conclusions. The City Council shall include findings of fact and conclusions derived from those facts which support the decision of the Council, including any conditions, in the decision approving the application or approving the application with modifications or conditions. The City Council may by reference adopt some or all of the findings and conclusions of the Technical Committee.

ii. Conditions. The City Council may, based on the record, include conditions in any ordinance approving or approving with modifications an application in order to ensure conformance with the approval criteria specified in the code or process under which the application was made.

iii. Notice of the Decision shall be provided as outlined within RZC Notice of the Decision shall be provided as outlined within RZC 21.76.080.G, Notice of Final Decision.

Q. City Council Decisions on Type VI Reviews.

1. Overview. The City Council shall consider and take action on all Planning Commission recommendations on Type VI reviews. The City Council may take action with or without holding its own public hearing. Any action of the City Council to adopt a Type VI proposal shall be by ordinance.

2. City Council Action.

a. Notice of City Council Proceeding. Notice shall be provided in accordance with RZC 21.76.080.J.

b.  Consideration by Council. The City Council shall consider at a public proceeding each recommendation transmitted by the Planning Commission. The Council may take one of the following actions:

i. Adopt an ordinance adopting the recommendation or adopt the recommendation with modifications; or

ii. Adopt a motion denying the proposal; or

iii. Refer the proposal back to the Planning Commission for further proceedings, in which case the City Council shall specify the time within which the Planning Commission shall report back to the City Council with a recommendation; or

iv. Decide to hold its own public hearing to take further public testimony on the proposal or in order to consider making a modification of the proposal that was not within the scope of

the alternatives that could be reasonably foreseen from the notice of the Planning Commission public hearing provided under RZC 21.76.080.F.

c. Public Hearing and Decision. If the Council determines to hold its own public hearing, notice shall be provided, ~~and~~ and the hearing shall be conducted in the same manner as was provided for the Planning Commission hearing on the proposal. After conducting the public hearing, the City Council shall render a final decision on the proposal as provided in subsection Q.2.b.i or Q.2.b.ii of this section.

R. Appeal of Council and Hearing Examiner Decisions on Types I - V Reviews to Superior Court. The decision of the decision maker listed in RZC 21.76.050.A for Type I - V permits or reviews is the final decision of the City and may be appealed to Superior Court by filing a land use petition which meets the requirements set forth in RCW Chapter 36.70C. No action to obtain judicial review may be commenced unless all rights of administrative appeal provided by the RZC or state law have been exhausted. Decision types which provide for no administrative appeal (Types III through VI) may be directly appealed to the King County Superior Court. The petition for review must be filed and served upon all necessary parties as set forth in state law and within the 21-day time period as set forth in RCW 36.70C.040.

S. Appeal of Council Decisions on Type VI Reviews to Growth Board. The action of the City Council on a Type VI proposal may be appealed together with any SEPA threshold determination by filing a petition with the Growth Management Hearings Board pursuant to the requirements set forth in RCW 36.70A.290. The petition must be filed within the 60-day time period set forth in RCW 36.70A.290(2).

T. Appeal of Shoreline Master Plan Amendments and Decisions. Appeal of Shoreline Master Plan amendments and decisions must be made to the Shoreline Hearings Board. (Ord. 2652; Ord. 2709; Ord. 2889; Ord. 2924; Ord. 3028)

21.76.070 Land Use Actions and Decision Criteria.

... (Administrative note: *The remaining portions of RZC 21.76 Review Procedures involves various amendments including those related to Redmond 2050 and to the City's Middle Housing package. No amendments are proposed within this portion by way of the amendment package herein, in order to avoid inadvertent repeals of other pending recommendations.*)

21.58.010 Purpose and Intent.

A. Purpose and Intent. The purpose of this section is to:

1. Establish design standards for site design, circulation, building design, and landscape design to guide preparation and review of all applicable development applications;
2. Ensure that development adheres to the desired form of community design in Redmond as expressed by goals, policies, plans, and regulations of the Redmond Comprehensive Plan and the Zoning Code;
3. Supplement land use regulations which encourage and promote public health and safety of the citizens of Redmond;
4. Promote sustainable development projects that will provide long-term community benefits and have a high environmental and visual quality;
5. Ensure that new buildings are of a character and scale that is appropriate to their use and to the site.
6. Encourage building variety while providing for designs that reflect the distinctive local character, the context of the site, and the community's historical character and natural features; and
7. Assist decision making by the Administrator, Technical Committee, ~~Design Review Board~~, Hearing Examiner, and City Council in the review of development applications.

21.58.020 Scope and Authority.

...< Administrative note: this portion involves amendments specific to Redmond 2050 and have been removed from this package to avoid inadvertent repeals.>

B. Authority. See RZC 21.76.020.E, Review Procedures, for Design Review.

C. Compliance with Design Standards. Decisions on applications requiring design review shall be made as follows:

1. The purpose statements for each design category in the Citywide design standards and for each zone in the Downtown design standards describe the goals of that particular part of the design standards.

2. Each design element has intent statements followed by design standards. Intent statements describe the City's objectives for each design element and are the requirements that each project shall meet. The design criteria that follow the intent statements are ways to achieve the design intent. Each criterion is meant to indicate the preferred condition, and the criteria together provide a common theme that illustrates the intent statement. Graphics are also provided to clarify the concepts behind the intent statements and design criteria. If there is a discrepancy between the text and the illustrations, the text shall prevail.
 3. All applications that require design review shall comply with the intent statements for each applicable design standard element and design zone.
 4. If "shall" is used in the design criterion, all applications shall comply with that specific design criterion if it applies to the application unless the applicant demonstrates that an alternate design solution provides an equal or greater level of achieving the intent of the section and the purpose of the design category.
 5. The applicant has the burden of proof and persuasion to demonstrate that the application complies with the intent statements.
 6. The applicant shall demonstrate to the satisfaction of the decision maker that the application complies with the applicable intent statements and the design criteria that use the word "shall."
 7. If "should" is used in the design criterion, there is a general expectation that utilizing the criterion will assist in achieving the intent statement; however, there is a recognition that other solutions may be proposed that are equally effective in meeting the intent of the section.
 8. Where the decision maker concludes that the application does not comply with the intent statements or the design criteria that use the word "shall," the decision maker may condition approval based on compliance with some or all of the design criteria, or the decision maker may deny the application.
- D. Conflicts with Site Requirements. These design standards supplement the development standards and site requirements of each zone. The design standards shall be implemented in a manner that allows developments of the type and scale set by the Comprehensive Plan and development regulations while achieving the design intents. Where the provisions of this section conflict with the provisions of the zone, the provisions of the zone shall control.
- E. **Administrative Alternative** Design **Flexibility Compliance**.

1. Purpose: Allow **flexibility alternative compliance** in the application of Article III Design Standards in order to promote creativity in site and building design. Departures from the Design Standards shall still maintain the intent of the applicable standard.
2. Applicability: Proposals subject to ~~the Design Review Board's review authority~~ **RZC Article III Design Standards** can seek **Administrative Alternative** Design **Flexibility Compliance** from the ~~Design Review Board Technical Committee~~. ~~The Design Review Board's decision on an Administrative Design Flexibility Request from the Design Standards in Article III shall have the effect of a recommendation to the applicable decision-making authority for the underlying permit. The Design Review Board shall have the effect of a final decision for building permits with no underlying land use approval.~~
3. Criteria: If the ~~Design Review Board~~ **Administrator or its assigned designees** makes a recommendation to vary the site requirements, it shall be based on the following:
 - a. The application of certain provisions of the Design Standards in Article III would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the underlying zone and of the design standards; and
 - b. Permitting a minor variation will not be materially detrimental to the public welfare or injurious to the property or improvements in the area; and
 - c. Permitting a minor variation will not be contrary to the objectives of the design standards; and
 - d. Permitting a minor variation in design better meets the goal and policies of the Comprehensive Plan and neighborhood goals and policies; and
 - e. Permitting a minor variation in design results in a superior design in terms of architecture, building materials, site design, landscaping, and open space; and
 - f. The minor variation protects the integrity of a historic landmark or the historic design subarea; and
 - g. Granting of the minor variation is consistent with the Shoreline Master Program, if applicable.
4. The applicant seeking **Administrative Alternative** Design **Flexibility Compliance** from the Design Standards in Article III must demonstrate, in writing, how the project meets the above listed criteria by providing:

- a. Measurable improvements, such as an increase in tree retention or installation of native vegetation, glazing, pedestrian and bicycle connectivity, and increase usable open space; and
- b. Objective improvements such as screening of vehicle entrances and driveways or mechanical equipment, reduction in impervious surface area, or retention of historic features; and
- c. Conceptual architectural sketches showing the project as code compliant and with proposed variation to site requirements, indicating the improvements gained by application of the **Administrative Alternative** Design **Flexibility Compliance**.

Chapter 21.78

DEFINITIONS

Development Services Center. The Development Services Center is located at Redmond City Hall. Resources such as applications, forms, and fee schedules are also available at the City of Redmond's webpage. Additional information may be obtained by contacting the Development Services Center in person and by telephone.

Must (or Shall). Refer to RMC 1.01.025 Definitions.

Nonresponsiveness. An applicant is not making demonstrable progress on providing additional requested information as a complete resubmittal to the city, or there is no ongoing communication from the applicant to the city on the applicant's ability or willingness to provide the additional information.

Project permit or project permit application. Any land use or environmental permit or license required from the City of Redmond for a project action, including but not limited to building permits, subdivisions, binding site plans, master planned developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan or subarea plan which do not require a comprehensive plan amendment, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in this subsection. (RCW 36.70B.020 and as hereafter amended)

Shall (or Must). Refer to RMC 1.01.025 Definitions.

Means a mandate; the action must be taken. (SMP)



**TECHNICAL COMMITTEE REPORT AND RECOMMENDATION TO THE
PLANNING COMMISSION**
May 8, 2024

Project File Number:	LAND-2024-0009 4/SEPA-2024-00 100
Proposal Name:	Amendments to the Redmond Municipal and Zoning Codes for Legislative Conformance with SB5290 and HB1293
Applicant:	City of Redmond
Staff Contacts:	Kimberly Dietz, David Lee, Tim McHarg, Todd Rawlings

TECHNICAL COMMITTEE COMPLIANCE REVIEW AND RECOMMENDATION

Technical Committee shall make a recommendation to the Planning Commission for all Type VI reviews (RZC 21.76.060.E). The Technical Committee’s recommendation shall be based on the decision criteria set forth in the Redmond Zoning Code.

Review Criteria:

- A. RZC 21.76.070 Criteria for Evaluation and Action.
- B. RZC 21.76.AE Zoning Code Amendment -Text

REDMOND ZONING CODE TEXT AMENDMENT SUMMARY

The City recommends amendments to the Redmond Zoning Code & Municipal Code for consistency with Senate Bill 5290 for local permit review and House Bill 1293 for streamlining development regulations including design review. The amendments herein primarily involve RZC chapters 21.76 Review Procedures; 21.58 Introduction - Design Standards, Scope, and Authority; 21.78 Definitions; and RMC Chapter 4.23 Design Review Board. Minor, companion amendments are also recommended to the Redmond Municipal and Zoning Codes to align with the primary amendments proposed for consistency with this state legislation.

RZC 21.76.070 AE - TEXT AMENDMENT CRITERIA	MEETS/ DOES NOT MEET
All amendments to the RZC processed under this section shall be in conformance with the Comprehensive Plan.	Meets

STATE ENVIRONMENTAL POLICY ACT (SEPA)

The amendments herein are exempt from SEPA per WAC 107-11-800(19) Procedural Actions based on their scope that is:

- 1. Limited to governmental procedures, and do not contain substantive standards respecting use or modification of the environment; and
- 2. Text amendments resulting in no substantive changes respecting use of modifications of the environment.

STAFF RECOMMENDATION

Based on the compliance review of the decision criteria set forth in

- A. RZC 21.76.070 Criteria for Evaluation and Action.
- B. RZC 21.76.AE Zoning Code Amendment -Text

Staff recommends **approval** of the proposed amendments. Staff compliance review and analysis is more fully provided in Attachment A.

TECHNICAL COMMITTEE RECOMMENDATION

The Technical Committee has reviewed the proposed amendments identified in Attachment B and finds the amendments to be **consistent** with review criteria identified below:

- C. RZC 21.76.070 Criteria for Evaluation and Action.
- D. RZC 21.76.AE Zoning Code Amendment -Text

The Technical Committee recommends the following additional conditions for approval as necessary to ensure consistency with the City's development regulations.

REVIEWED AND APPROVED BY



Carol Helland,
Planning and Community Development Director



Aaron Bert,
Public Works Director

Attachments

- A. Staff Compliance Review and Analysis
- B. Proposed Zoning and Municipal Code Amendments



Attachment A. Staff Compliance Review and Analysis
May 8, 2024

Project File Number:	LAND-2024-0009 4/SEPA-2024-00 100
Proposal Name:	Amendments to the Redmond Municipal and Zoning Codes for Legislative Conformance with SB5290 and HB1293

COMPLIANCE TOPICS	ANALYSIS
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All amendments to the RZC processed under this section shall be in conformance with the Comprehensive Plan .

Meets

FW-3 When preparing City policies and regulations, take into account the good of the community as a whole, while treating property owners fairly and allowing some reasonable economic use for all properties. Require predictability and timeliness in permit decisions.

Amendments are consistent with the requirements of Senate Bill 5290 (SB-5290) and House Bill 1293 (HB-1293), as enacted by the State of Washington and incorporated into the Revised Code of Washington. The amendments to Redmond’s codes include timelines through which project review, notifications, and decisions must be made.

FW-12 Ensure that the land use pattern accommodates carefully planned levels of development, fits with existing uses, safeguards the environment, reduces sprawl, promotes efficient use and best management practices of land, provides opportunities to improve human health and equitable provision of services and facilities, encourages an appropriate mix of housing and jobs, and helps maintain Redmond’s sense of community and character.

SB-5290 amends the Local Project Review Act, addressing local government planning under the Growth Management Act. The bill and the recommended amendments to Redmond’s codes intends to modernize and streamline local project review including clarifications, permit consolidation, and reporting procedures.

CC-17 Maintain a system of design review that applies more intense levels of review where the scope of the project has greater potential impacts to the community. Implement this system through a formal design review board process in conjunction with the use of administrative review.

HB-1293 defines design review as a process by which projects are reviewed for compliance with design standards. The standards must be clear, objective, and ascertainable. Amendments to Redmond’s codes reflect this legislative direction though direct staff to facilitate the design review process whereby strengthening

<p>PI-19 Prepare and maintain development regulations that implement Redmond's Comprehensive Plan and include all significant development requirements. Ensure that the development regulations are clearly written, avoid duplicative or inconsistent requirements, and can be efficiently and effectively carried out.</p>	<p>the City's ability to comply with timelines established by SB-5290.</p> <p>Staff provided coordinated review to ensure that amendments to development regulations continue to implement the Comprehensive Plan, are clear, avoid duplication, and can be efficiently carried out.</p>
<p>PI-20 Ensure that Redmond's development review process provides applicants and the community a high degree of certainty and clarity in timelines and standards, and results in timely and predictable decision making on development applications.</p>	<p>HB-1293 requires the following which has been incorporated into the amendments to the City's codes herein:</p> <ul style="list-style-type: none">- Only clear and objective development regulations governing the exterior design of a new development are allowed in design review.- The standards must have at least one ascertainable guideline, standard, or criterion by which an applicant can determine whether a given design is permissible.- The design guidelines may not reduce density, height, bulk, or scale beyond the underlying zone.- Design review must be conducted concurrently with consolidated project review and may not include more than one public meeting.

Chapter 21.76
REVIEW PROCEDURES

Sections:

- 21.76.010 User Guide.
- 21.76.020 Overview of the Development Process.
- 21.76.030 Application Requirements.
- 21.76.040 Time Frames for Review.
- 21.76.050 Permit Types and Procedures.
- 21.76.060 Process Steps and Decision Makers.
- 21.76.070 Land Use Actions and Decision Criteria.
- 21.76.080 Notices.
- 21.76.090 Post-Approval Actions.
- 21.76.100 Miscellaneous.

21.76.010 User Guide.

A. How to Use This Chapter. This chapter sets forth the procedural steps for each of the six processes which the City of Redmond uses to review development applications. In navigating this chapter, the user should:

1. ~~First, d~~**D**etermine the application that is required for the **proposed** development ~~the user is interested in~~ by either reviewing descriptions of the various permit types found in RZC 21.76.050, Permit Types and Procedures, or by contacting the **Redmond** Development Services Center.
2. ~~Second, d~~**D**etermine which process applies to the development application the ~~user is interested in~~ by using the table set forth in RZC 21.76.050.C, Classification of Permits and Decisions - Table.
3. ~~Third, d~~**D**etermine the steps involved in processing the development application by consulting ~~the flow chart for~~ the selected process type in ~~Figures 76.3 through 76.8~~ **RZC 21.76.050 Permit Types and Procedures**.
4. ~~Fourth, d~~**D**etermine the application submittal requirements by consulting RZC 21.76.030, Application Requirements.
5. ~~Fifth, review the detailed explanations of the steps set forth in the flow chart by reviewing RZC 21.76.060.~~

~~56. Finally, r~~ Review the land use actions and decision criteria set forth in RZC 21.76.070, Land Use Actions and Decision Criteria, in order to determine whether any of the criteria for any of the specific uses described in that section must be met.

Effective on: 4/16/2011

21.76.020 Overview of the Development Process.

A. Purpose. The purpose of this chapter is to provide a general overview of the development application review process. Detailed administrative review procedures for applications and land use actions classified as Type I through Type VI are outlined in RZC 21.76.050, Permit Types and Procedures.

~~1. Process Flow Chart. The flow chart in Figure 21.76.020A below generally depicts the overall review process for development. The process may vary for individual permits based upon the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~

Figure 21.76.020A
 Process Flow Chart Overall Reviews of Development Applications

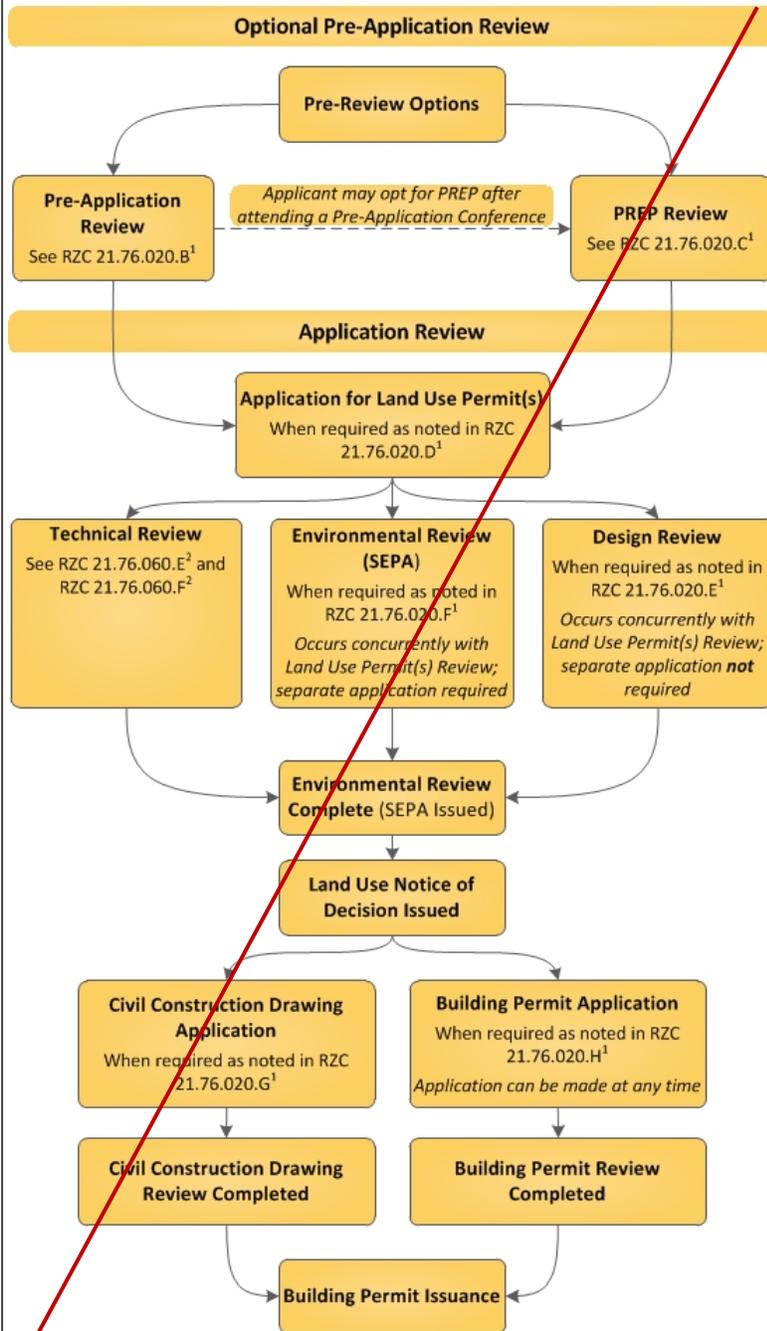


Figure Notes:

Figure 21.76.020A
Process Flow Chart Overall Reviews of Development Applications

- A. Link to RZC 21.76.020
- B. Link to RZC 21.76.060

B. Pre-Application Conferences.

1. Purpose. The purpose of a pre-application conference is to provide applicants with the opportunity to meet with technical review staff prior to submitting an application, in order to review the proposed action, to become familiar with City policies, plans, and development requirements.

Pre-application procedures and submittal requirements are determined by the Administrator and available at the Redmond Development Services Center.

2. Applicability.

a. **Pre-application conferences may be requested for Type I applications.**

b. Pre-application conferences are required for Type II Site Plan Entitlement applications proposing new floor area comprising a total area of more than 20,000 square feet. Pre-application conferences are optional but recommended for **all other** Type II **applications.**

c. Pre-application conferences are required for Type III-VI land use permits. Pre-application procedures and submittal requirements shall be determined by the Administrator and available in the Redmond Development Services Center.

d. The Administrator may waive the requirement for a pre-application conference when any of the following criteria are met:

ii. The impacts of the project have been demonstrated to be no greater than the current conditions within the project limits; or

ii. The applicant is employing an alternative approach whereby the City is providing technical review in a manner that is more comprehensive than the pre-application process.

~~2-3~~ Design Review. When design review is required, a pre-application conference ~~with the Design Review Board~~ is recommended.

~~3-4~~ Limitations. It is impossible for the conference to be an exhaustive review of all potential issues. The discussions at the conference ~~shall~~ **must** not bind or prohibit the City's future application or enforcement of all applicable regulations.

~~C. Pre-Review Entitlement Process (PREP).~~

~~1. Purpose. The purpose of the PREP process is to:~~

~~a. Assist applicants to prepare a code compliant land use application;~~

~~b. Eliminate the City's need to request additional information that causes resubmittals, resubmittal fees, and further City review, and that extends project approval dates;~~

~~c. Approve or recommend approval of land use applications following one Technical Committee review; and~~

~~d. Reduce time frames for approval of land use applications by expediting issue resolution through one-on-one collaboration between applicants and City staff.~~

~~2. Overview. PREP review is an optional process for certain land use permits which requires applicants to work collaboratively with review staff and the Design Review Board (if required) to achieve a code compliant submittal prior to permit application. For PREP, an application must already be code compliant and in approvable form to be considered complete. Upon submittal of the land use application, completion of environmental review and public notification takes place. Pending any changes that may result from public and/or environmental review, the Technical Committee will move forward to issue its decision or recommendation at the first Technical Committee and Design Review Board meetings following submittal of the land use application.~~

~~3. Eligibility. Any land use permit that is subject to resubmittal fees according to the adopted fee schedule is eligible for review under the PREP process.~~

~~4.— Relationship to Pre-Application Meetings. Pre-application meetings are intended as a onetime meeting with review staff to obtain an overview of applicable regulations and process. Applicants may choose to attend a pre-application meeting and opt in to the PREP process if they so desire.~~

~~5.— Submittal Requirements. Applicants must submit the PREP Kickoff Meeting Submittal Form and required materials, along with the required fee, in order to initiate PREP review.~~

~~6.— Memorandum of Understanding. After the PREP Kickoff Meeting and prior to beginning project review, the applicant must sign a Memorandum of Understanding in a form approved by the Administrator that:~~

~~a.— Provides a description of the proposed project;~~

~~b.— Identifies the applicant’s project team and primary contact;~~

~~c.— Declares turnaround time commitments for the applicant and the Development Services staff;~~

~~d.— States requests for deviation from code requirements;~~

~~e.— Identifies Development Services review staff assigned to the project;~~

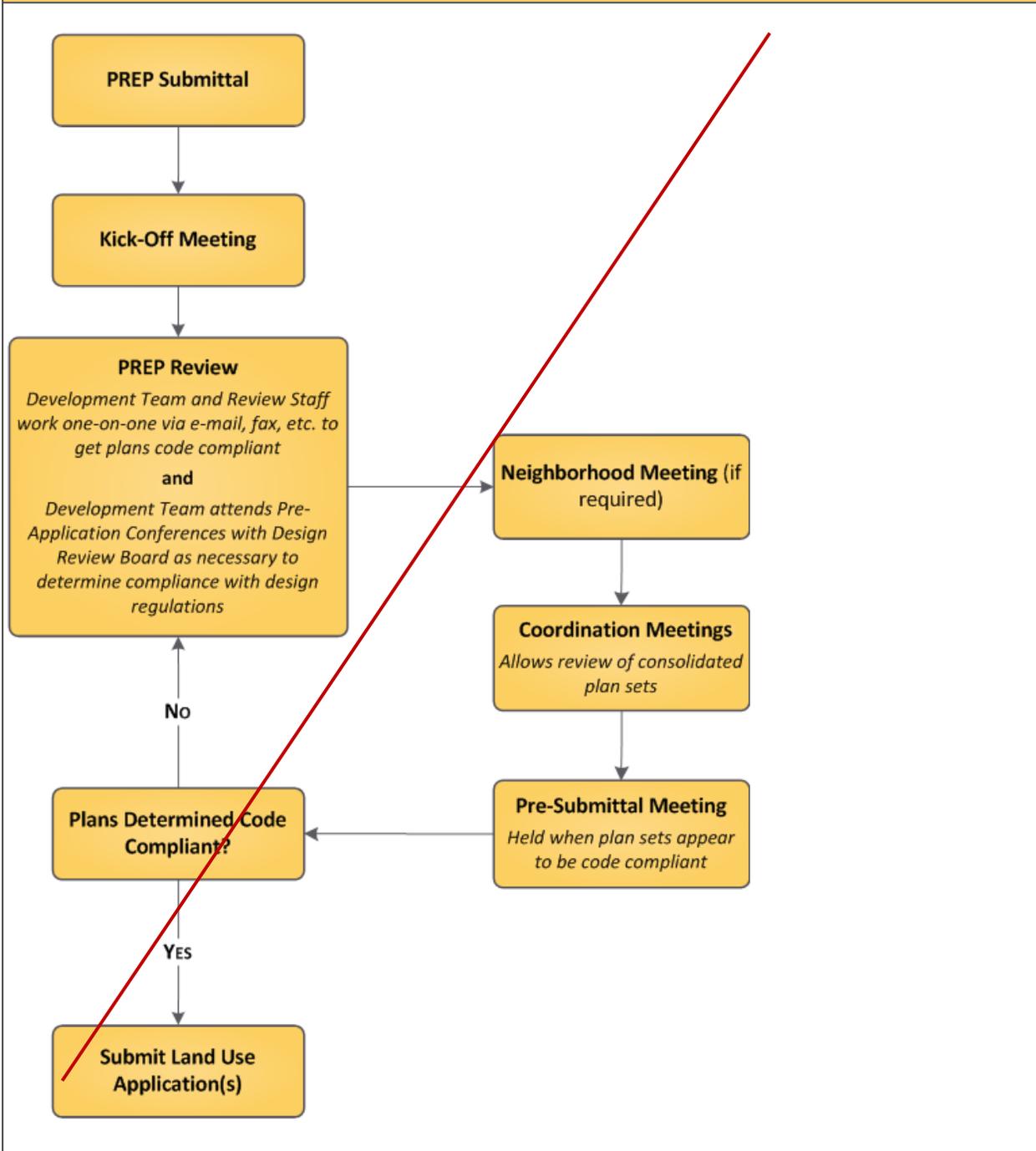
~~f.— Describes requirements for staying in PREP;~~

~~g.— Describes vesting procedures; and~~

~~h.— Describes Design Review Board procedures, if applicable.~~

~~7.— Process Flow Chart. The flow chart in Figure 21.76.020B below generally depicts the PREP process. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~

Figure 21.76.020B
Process Flow Chart-PREP



D. Land Use Permit Review **Generally**.

1. Purpose. The purpose of this section is to establish general procedures for reviewing all land use permit applications. The purpose of the land use permit review process is to determine compliance with the City's applicable development regulations, Comprehensive Plan provisions, as well as applicable RCW (Revised Code of Washington), and WAC (Washington Administrative Code) regulations. This section is not intended to include:

- a. Requirements for compliance with the City's building and construction codes, RMC Title 15, Buildings and Construction, determined during building permit review, or
- b. Requirements for civil construction drawing approval as described in RZC 21.76.020.G, Civil Construction Drawing Review.

2. Applicability. Review and approval of one or more land use permits is generally required for any public, semipublic or private proposal for new construction or exterior modification to a building or site, including multifamily, commercial, industrial, utility construction, expansion or exterior remodeling of structures, parking, or landscaping. Other actions requiring a land use permit include **some** interior tenant improvements ~~that propose additional square footage (such as a mezzanine) as described in RZC 21.76.020.D.3 below~~, master plans, proposed development within the Shoreline Jurisdiction, subdivision of land or modification to property boundaries, construction of telecommunication facilities, modifications to historic landmarks and proposed variances or modifications from adopted code standards, such as site requirements, critical area regulations and shoreline regulations. ~~Land use approval is also required for any proposed modification to the RZC (including the Zoning Map) or Comprehensive Plan (including the Comprehensive Land Use Map).~~

Land use permit approval is not required for the following:

- a. Signs not associated with a historic landmark or a historic design district;
- b. Tenant improvements not associated with a historic landmark and not encompassing or triggering modification to the exterior of an existing building or **requiring a site plan pursuant to RZC 21.76.020.D.3 below**.

3. ~~Site Plan Required. Where modifications to a site are proposed or required, a site plan shall be submitted as part of all permit and project approval applications with the information required in RZC 21.76.030.D, Submittal Requirements~~ **The submittal requirements for Land Use Permits are specified in RZC 21.76.030 Application Requirements**. Additional information may be required to conduct an adequate review. Each application ~~shall~~ **must** be reviewed for **completeness and**

compliance with the requirements in this chapter. ~~Site plans shall be reviewed as part of the application approval process unless otherwise provided in this chapter.~~

a. Project permits for interior alterations are exempt from site plan review, provided the application does not result in the following:

i. Additional sleeping quarters or bedrooms;

ii. Nonconformity with federal emergency management agency substantial improvement thresholds; or

iii. Increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.

4. Procedures. All applications ~~shall~~ **must** be reviewed using the procedures set forth for the Type I through Type VI review processes in RZC 21.76.050, Permit Types and Procedures.

5. Decision.

a. The approval authority ~~shall~~ **must** approve, approve with conditions, or deny the application based upon the applicable decision criteria. The approval authority may grant final approval subject to any conditions it feels necessary to protect and promote the health, safety, and general welfare of the community.

b. Such conditions may include, but are not limited to the following: the requirement of easements, covenants, and dedications; “fees-in-lieu-of”; the installation, maintenance and bonding of improvements, such as streets, landscaping, sewer, water, storm drainage, underground wiring, sidewalks, and trails; and the recording of any conditions to achieve the objectives of the Redmond Zoning Code with the King County ~~Department of Records and Elections~~ **Recorders Office or its successor agency.**

E. Design Review.

	<u>Design Review Board User Guide</u>
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1. Purpose. The purpose of design review is to:

- a. Encourage and promote the public health, safety, and general welfare of the ~~citizens of Redmond~~ **community**, including the development and coordination of municipal growth and services;
- b. Supplement the City's land use regulations in order to promote a-coordinated **City** development ~~of the undeveloped areas of the City~~, and conserve and restore natural beauty and other natural resources;
- c. Encourage originality, flexibility, **comfort**, and innovation in site planning and development, including the architecture, landscaping, and graphic design of proposed developments in relation to the City or design area as a whole;
- d. ~~Discourage monotonous, drab, and unsightly developments and to promote the orderliness of community growth, and the protection and enhancement of property values for the community as a whole and as they relate to each other~~ **Provide clear and objective development regulations governing the exterior design and site design of new development;**
- e. Aid in ensuring that structures, signs, and other improvements are **accessible and** properly related to their sites and the surrounding sites and structures, with due regard to the aesthetic qualities of the natural terrain and landscaping and ensuring that proper attention is given to exterior appearances of structures, signs and other improvements;
- f. Protect the heritage of the City **and retain the integrity of its** ~~by ensuring that~~ historic resources ~~retain integrity~~, **by** ensuring that developments adjacent to historic landmarks are ~~compatible~~ **sensitive to the adjacent structure and site design**, and by encouraging design that is ~~appropriate~~ **complementary** to historic design districts;
- g. Protect and enhance the City's pleasant environments for living and working, and thus support and stimulate business and industry, and promote the desirability of investment and occupancy in business and other properties;
- h. Stabilize and improve property values and prevent blight areas to help provide an adequate tax base to the City to enable it to provide required services to its citizens; and
- i. ~~Foster civic pride and community spirit by reason of the City's favorable environment and thus promote and protect the peace, health, and welfare of the City and its citizens.~~ **Celebrate and respect community diversity, equity, and inclusion through the design of structures, sites, and other improvements through the implementation of universal design principals, flexibility for cultural design preferences, and other inclusive design techniques; and**

j. Promote sustainability and resiliency through adaptive reuse, material selection, green building techniques, and inclusive design.

2. Applicability. Compliance with RZC Article III, Design Standards, ~~shall is be~~ required for all applications requiring a building permit for exterior modifications, new construction and signs, projects requiring a Level II or III Certificate of Appropriateness, and any private or public development within the Shoreline Jurisdiction. The following are exempt from this requirement:

- a. ~~One and two unit~~ **Eight or less** residential ~~structures~~ **units on a lot** unless ~~the structure is a~~ historic landmark **is located on the lot. These applications are subject to compliance with RZC 21.08.180.;** and
- b. Tenant improvements not associated with a historic landmark or not encompassing modifications to the exterior of an existing building.

3. Review Authority.

a. ~~The Design Review Board Administrator shall have~~ **has** design review authority ~~over for~~ all applications not exempt under subsection E.2 above that require a building permit and that have a total valuation of ~~\$50,000~~ **\$250,000 or more.** ~~except for the following:~~

~~i. Signs (other than sign programs); and~~

~~ii. Commercial buildings located within the Industrial (I) zone, unless the site is located in areas of high public visibility such as arterials.~~

b. The Landmarks ~~and Heritage~~ Commission shall have design review authority ~~over for~~ designated historic landmarks as outlined in RZC 21.76.060.H, 21.76.060.J, and 21.76.060.M.

c. The Administrator shall have design review authority ~~on~~ **for** all building permit applications that have a total valuation of less than ~~\$50,000~~ **250,000** and are not specifically exempt **ed** from design review in subsection E.2 above.

d. For projects reviewed by the Administrator that are not in compliance with the applicable design standards, the Administrator may refer the application to ~~the Design Review Board~~ **a third-party design consultant** for consultation.

e. For Level I Certificates of Appropriateness, the Administrator may consult with or use the authority of the King County Historic Preservation Officer or other preservation expert with similar qualifications.

f. The Administrator may refer the application for high-density development to a third-party design consultant for additional technical consultation.

4. Procedure. Design review requiring review **by a third-party design consultant** and decision by the **Technical Committee** ~~Design Review Board shall~~ **must** be conducted ~~as provided in~~ **pursuant to** RZC 21.76.060.G.

F. State Environmental Policy Act (SEPA) Review. All applications ~~shall~~ **must** be reviewed under the State Environmental Policy Act unless categorically exempt. The City's environmental review procedures are set forth in RZC 21.70, State Environmental Policy Act (SEPA) Procedures.

G. **Coordinated** Civil ~~Construction Drawing~~ Review.

1. Purpose. The purpose of this section is to establish procedures for reviewing civil construction drawings for site improvements. Civil construction drawings are detailed engineering documents that are required for improvements to a particular site. Civil construction drawings are reviewed through the Coordinated Civil Review ~~Process~~ **process**.

2. Applicability. **The Coordinated** Civil ~~Construction Drawing~~ Review **process** shall be required for all proposals that require construction or modification of streets, sidewalks, storm drainage, utilities, or any other surface or subsurface improvements that may be required.

3. Procedures.

a. After approval of the land use permit, civil construction drawings, if required, shall be submitted for review and approval, prior to issuance of a building permit or clearing and grading permit. Civil construction drawings may be submitted prior to approval of the land use permit, subject to Technical Committee approval.

i. The Administrator may allow the approval of building permits for residential structures within the Neighborhood Residential zoning district in advance of the approval of civil construction drawings, when the applicant has executed an agreement with the City of Redmond.

b. The submittal requirements for **the Coordinated Civil Review process** ~~civil construction drawings are available at the Development Services Center, as well as in the development permit approval documents~~ **specified in RZC 21.76.030 Application Requirements**.

- c. Civil construction drawings ~~shall~~ **may** be approved only after review and approval of a land use permit application has been issued by the appropriate decision making body. Civil construction drawings ~~shall~~ **must** be reviewed to determine compliance with the approved land use permit.
- d. Civil construction drawings ~~shall~~ **may** be approved only upon completion of the environmental review process required under the State Environmental Policy Act (SEPA).

H. Building Permit Review.

- 1. Purpose. The purpose of this section is to establish procedures and requirements for administering and enforcing building and construction codes.
- 2. Applicability. A building permit shall be obtained whenever required under the International Building Code or International Residential Code, as adopted in RMC Chapter 15.08, Building Code.
- 3. Scope. This section shall govern all building and construction codes procedures and shall control in the event there are conflicts with other administrative, procedural and enforcement sections of the Redmond Zoning Code.
- 4. Procedures.
 - a. All land use permits required by the RZC must be obtained before any building or construction permit may be issued.
 - b. The Administrator shall review building permit applications for signs and may, at the Administrator's option, submit such applications to the Technical Committee and the Design Review Board for review.
 - c. All building and construction permits shall comply with the approved land use permit(s), if a land use permit is required.
 - d. Building permits may only be approved when the approval of the civil construction drawings, if required, has been granted.

i. The Administrator may allow the approval of building permits for residential structures within the Neighborhood Residential zoning district in advance of the approval of civil construction drawings, when the applicant has executed an agreement with the City of Redmond.

~~**5. Complete Applications and Compliance Review. Upon the submittal of all required documents and fees for construction and/or final application approval, the appropriate City department shall review such submittals to determine if the application is complete. The appropriate department shall**~~

~~determine compliance with all requirements, standards, and conditions of any previous or preliminary approvals before making a decision on the application.~~

6. Preconstruction Conference. Prior to undertaking any clearing, grading or construction, or any other improvements authorized by preliminary or final approval, the applicant or ~~his~~ **their** representative shall meet with the ~~Technical Committee, or~~ individual departments, regarding City standards and procedures, conditions of approval, and the proposed scheduling of development.

7. Performance Assurance. Performance assurance may be required as provided in RZC 21.76.090.F, Performance Assurance. (Ord. 2803; Ord. 2958)

Effective on: 4/27/2019

21.76.030 Application Requirements.

A. Purpose. The purpose of this section is to describe the requirements for making application for review, including pre-application conferences, submittal requirements, and fees.

B. Where to Apply. Applications for development permits and other land use actions ~~shall~~ **must** be made to the Redmond Development Services Center.

C. Who May Apply. The property owner or ~~any agent~~ **a representative** of the owner with ~~authorized~~ proof of ~~agency~~ **authorization to act on the owners behalf** may apply for a permit or approval under the type of process specified.

D. Submittal Requirements.

1. The Administrator shall specify submittal requirements needed for an application to be complete. Submittal requirements for each permit application ~~shall be~~ **are** available ~~in~~ **at** the **Redmond** Development Services Center. At a minimum the following ~~shall~~ **must** be submitted:

- a. ~~General~~ **Applicable** application form, including signature by the property owner, or person having authorization to sign on behalf of the property owner;
- b. Applicable fees;
- c. Environmental checklist (if not exempt);
- d. Applicable signatures, stamps or certifications;

e. All required items stated in the applicable application ~~submittal requirements handout~~ **checklist**.

2. Specific submittal requirements may be waived if determined to be unnecessary for review of an application. Alternatively, the Administrator may require additional material ~~when the Administrator determines, after a determination of completeness is issued, that such information is needed to adequately assess the proposed project~~ **or studies either at the time of the notice of completeness or subsequently if new information is required to adequately assess the proposed project, or substantial changes in the proposed project occur, as determined by the Administrator.**

~~3. Submittal requirements for short subdivision and preliminary plat applications are set forth in RZC Article V, Land Division.~~

E. Application and Inspection Fees.

1. Fee Schedule.

a. The schedule of fees adopted pursuant to this section shall govern assessment of fees to cover costs incurred by the City in considering action on land use and development applications. This schedule is available ~~in~~ **at** the Redmond Development Services Center.

b. ~~With respect to land use permit applications, building inspection, electrical, mechanical, and plumbing permit fees, the~~ **The** Administrator ~~(Director of Planning and Community Development)~~ is hereby authorized to promulgate fee schedules and to revise periodically the same as needed in light of costs of administering said permit systems, subject to approval of the City Council by resolution. ~~With respect to clearing and grading, and site construction and inspection permit fees, the Director of the Department of Public Works is hereby authorized to promulgate fee schedules and to revise periodically the same as needed in light of costs of administering said permit systems, subject to approval of the City Council by resolution.~~ **The Administrator is hereby authorized to administratively adjust fees adopted by City Council resolution on an annual basis to reflect changes in the consumer price index. As an alternative to the adoption of fees by City Council resolution, Said Directors the Administrator** may ~~alternatively~~ elect to utilize the fee schedule set forth in the applicable uniform code when such code has been adopted by ordinance.

2. Fee Administration.

a. An application fee consisting of the appropriate itemized costs from the fee schedule ~~shall~~ **must** be collected from the applicant and receipted by the City prior to taking any action on an

application. A final inspection fee, consisting of the appropriate components from the fee schedule, ~~shall~~ **must** be collected from the applicant and receipted by the City prior to undertaking any steps to check plans or construction drawings, inspect improvements, or authorize final project approval or occupancy.

b. If at any time an applicant withdraws an application from the approval process prior to final approval, those itemized costs **determined by the Administrator** not **to have been** incurred ~~to any extent~~ by the City ~~shall~~ **must** be refunded **to the applicant** ~~as determined by the Administrator~~.

c. In the event that actions of an applicant result in the repetition of the reviews, inspections, and other steps in the approval process, those items repeated ~~shall~~ **must** be charged to and paid by the applicant according to the fee schedule prior to any further processing of the application, **inspections, and other steps in the approval process** by the City.

d. Applicants seeking approval of multiple applications which are processed simultaneously, whereby single review costs are reduced, ~~shall~~ **must** be charged the larger of the itemized costs from the fee schedule or as determined by the Administrator. The fee for any inspection ~~shall~~ **must** be the larger of the totals computed on a per lot, per acre, or per application basis. The fee for any single application ~~shall~~ **must** be the smaller of the totals computed on a per lot, per acre, or per application basis.

3. Fee Exemptions.

... (Administrative note: This portion of the RZC involves amendments that remain pending per the City's Middle Housing package. No amendments are proposed within this portion by way of the amendment package herein, in order to avoid inadvertent repeals of Middle Housing recommendations.)

Effective on: 2/27/2021

21.76.040 Time Frames for Review.

	Permit Processing Timelines User Guide
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A. Purpose. The purpose of this chapter is to comply with RCW 36.70B.070 and 36.70B.080, which require that a time frame be established to ensure applications are reviewed in a timely and predictable manner. This

chapter establishes the time frame and procedures for a determination of completeness and final decision for Type II, III, IV and V reviews, ~~except where the review involves a development agreement or a land use permit for which a development agreement is required.~~ No time frames are established by this chapter for ~~Type I or Type VI reviews~~ **VI legislative actions** ~~or for the review of development agreements or land use permits for which a development agreement is required.~~ See also, RZC 21.68.200, Shoreline Administration and Procedures.

B. Computing Time. Unless otherwise specified, all time frames are indicated as calendar days, ~~not working days. For the purposes of computing time, the day the determination or decision is rendered shall not be included.~~ **pursuant to RCW 36.70B.080(1)(g) as now exists and subsequently amended.** ~~The last day of the time period shall be included unless it is a Saturday, Sunday, or a day designated by RCW 1.16.050 or by the City's ordinances as a legal holiday, in which case it also is excluded, and the time period concludes at the end of the next business day.~~

C. Complete Application Review Time Frame. The following procedures shall be applied to new applications to which this chapter applies, except for Wireless Communication Facilities.

1. Applications ~~shall only be accepted during a scheduled appointment and~~ **must be** deemed **procedurally** complete only when all materials are provided in accordance with the applicable application submittal requirements ~~brochure~~ **established by the Administrator (RZC 21.76.030.D Submittal Requirements).** ~~For applications deemed complete, a determination of completeness shall be issued. For applications deemed incomplete, a determination of incompleteness will be issued identifying the items necessary to complete the application. The applicant has 90 days to submit the required items to the City. While RCW 36.70B.070 requires that a determination of completeness or incompleteness be issued within 28 days after the application is filed, the City makes every effort to issue such determinations sooner than required, and may be able to issue a determination on the same day as the application is filed.~~

a. Within 28 days after receiving a project permit application, pursuant to RCW 36.70A.040, the City must mail or provide in person a written determination of completeness to the applicant if it determines that the application is complete. The determination of completeness may include or be combined with the following as optional information:

i. A preliminary determination of those development regulations that will be used for project mitigation;

ii. A preliminary determination of consistency, as provided under RCW 36.70B.040;

iii. Other information the Administrator or their designee chooses to include; or

iv. The notice of application pursuant to the requirements in RCW 36.70B.110.

b. For applications deemed incomplete, a determination of incompleteness will be issued identifying the items necessary to complete the application.

c. The written determination must state either:

i. That the application is complete; or

ii. That the application is incomplete and that the application submittal requirements have not been met. The determination shall outline what is necessary to make the application procedurally complete. The written determination will also state that if the applicant is not responsive, pursuant to RCW 36.70B.080, for more than 60 consecutive days after the City has notified the applicant that additional information is required to further process the application, an additional 30 days may be added to the time periods for the City's action to issue a final decision for each type of project permit applicable to the project permit application.

2. If a determination of completeness or a determination of incompleteness is not issued within ~~the~~ 28 days, the application **shall must** be deemed **procedurally** complete **at the end of the twenty-eighth (28th) day on the 29th day after receiving a project permit application.**

3. When a determination of incompleteness has been issued advising an applicant that additional items must be submitted before an application can be considered complete, the applicant shall be notified within 14 days after receipt of such additional items whether the application is then complete or whether additional items are still needed.

4. **Upon the submittal of all required documents and fees for application, construction, or final application approval, the appropriate City department will review such submittals to determine if the application is complete.**

a. An application is **procedurally** complete for purposes of this section when it meets the submittal requirements established by the Administrator and is sufficient for continued processing even though additional information may be required or project modifications may be undertaken subsequently.

b. The determination of completeness shall not preclude the Administrator from requesting additional information or studies either at the time of the determination of completeness or subsequently, if ~~new~~ **the** information is required to complete review of the application or substantial changes in the permit application are proposed.

5. To the extent known by the City, other agencies with jurisdiction over the project permit application shall be identified in the City's determination of completeness required by subsection C.1 of this section.

D. Application Review and Decision Time Frame. The following procedures shall be applied to new applications to which this chapter applies, except for applications for wireless communication facilities.

1. Additional Information. When additional information is determined by the Administrator to be necessary:

a. The applicant ~~shall~~ **must** update and resubmit corrected information, ~~within and not exceeding 90 days from the date of the additional information notification~~ **If the applicant is not responsive, pursuant to RCW 36.70B.080, for more than 60 consecutive days after the City has notified the applicant that additional information is required to further process the application, an additional 30 days may be added to the time periods for the City's action to issue a final decision for each type of project permit applicable to the project permit application.** ;

b. ~~The period may be extended by the administrator upon showing proper justification. For purpose of this extension, the applicant shall must submit a written request no less than 30 days prior to the additional information expiration, RZC 21.76.090.C, Termination of Approval of Type I, II, and III Permits~~ **The City and the applicant may mutually agree in writing to extend the deadline for issuing a decision for a specific project permit application for any reasonable period of time;** and

c. Once the time period and any extensions have expired, approval ~~shall~~ **must** terminate; and the application is void and deemed withdrawn.

2. Time Frames for Issuing Final Decisions.

a. Decisions on Type I applications must be issued as a final decision within 65 days of the determination of completeness.

b. Decisions on Type II applications must be issued as a final decision within 100 days of the determination of completeness.

c. Decisions on Type ~~II~~, III, IV or V applications, ~~except applications for short plat approval, preliminary plat approval, or final plat approval, applications for development agreements and applications for land use permits for which a development agreement is required, shall not exceed 120 days, unless the Administrator makes written findings that a specified amount of additional time is needed for processing of a specific complete land use~~

~~application or unless the applicant and the City agree, in writing, to an extension. Decisions on short plat approval and final plat approval shall not exceed 30 days and decisions on preliminary plat approval shall not exceed 90 days. For purposes of calculating timelines and counting days of permit processing, the applicable time period shall begin on the first working day following the date the application is determined to be complete pursuant to RZC 21.76.040.C, Complete Application Review Time Frame, and shall only include the time during which the City can proceed with review of the application. **must be issued as a final decision within 170 days of the determination of completeness.**~~

3. Appeals. The time period for consideration and decision on appeals ~~shall~~ **must** not exceed:

- a. Ninety days for an open record appeal hearing; and
- b. Sixty days for a closed record appeal;
- c. The parties may agree in writing to extend these time periods. Any extension of time must be mutually agreed upon by the applicant and the City in writing.

4. Exemptions. The time ~~limits~~ **periods** established in this title do not apply ~~if a project permit application~~ **in the event of the following conditions:**

- a. ~~Requires~~ **A project permit application requires** approval of the siting of an essential public facility as provided in RCW 36.70A.200;
- b. ~~Is substantially revised by the applicant, in which case the~~ **The** time periods **to process a permit shall must** start **over** from the date at which the revised project application is determined to be complete **if an applicant proposed a change in use that adds or removes commercial or residential elements from the original application that would make the application fail to meet the determination of procedural completeness for the new use;**
- c. Once the time period and any extensions have expired, approval ~~shall terminate~~ **terminates;** and the application is void and deemed withdrawn;

d. If, at any time, an applicant informs the City, in writing, that the applicant would like to temporarily suspend the review of their project for more than 60 days, or if an applicant is not responsive for more than 60 consecutive days after the city has notified the applicant, in writing, that additional information is required to further process their application, an additional 30 days may be added to the time periods for the City of Redmond's action to issue a final decision for each type of project permit that is subject to RZC Chapter 21.76 Review Procedures.

i. Any written notice from the city to the applicant that additional information is required to further process the application must include a notice that nonresponsiveness for 60 consecutive days may result in 30 days being added to the time for review.

e. Limit on number of review cycles. The Technical Committee may issue a decision after two requests for the same additional information have remained unaddressed by materials submitted by the applicant. The city shall provide written notification to the applicant, informing them that a decision will be issued and providing the opportunity for one set of information to be submitted before the decision is issued. The intent of this provision is to allow the Technical Committee to issue a decision when the content of submittal materials demonstrates an inability or unwillingness to meet applicable code requirements after repeated requests by the city. It is not the intent of this section to limit good faith efforts to meet code requirements by submitting new information in pursuit of approval.

5. See also RZC 21.68.200, Shoreline Administration and Procedures.

E. Calculating Decision Time Frame. In determining the number of days that have elapsed after the City has notified the applicant that the application is complete for purposes of calculating the time for issuance of the decision, the following periods shall be excluded:

1. Any period during which the applicant has been requested by the City to correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the City notifies the applicant, **in writing**, of the need for additional information ~~until the earlier of the date the City determines whether the additional information satisfies the request for information or 14 days after the date the information has been provided to the City~~ **and the day when responsive information is resubmitted by the applicant;**
2. If the City determines that the information submitted by the applicant is insufficient, it shall notify the applicant of the deficiencies, and the procedures under subsection E.1 of this section shall apply as if a new request for information had been made;
3. Any period during which an Environmental Impact Statement is being prepared following a Determination of Significance pursuant to RCW Chapter 43.21C, or if the City and the applicant ~~in~~ **writing mutually agree in writing** to a time period for completion of an Environmental Impact Statement;
4. Any period ~~for administrative appeals of project permits, if an open record appeal hearing or a closed record appeal, or both, are allowed after an administrative appeal is filed until the administrative appeal is resolved and any additional time period provided by the administrative appeal has expired; and~~

5. Any period after an applicant informs the City of Redmond, in writing, that they would like to temporarily suspend review of the project permit application until the time that the applicant notifies the City of Redmond, in writing, that they would like to resume the application. The City of Redmond may set conditions for the temporary suspension of a permit application.

F. Wireless Communications Facilities. In order to comply with Federal law and FCC guidelines, applications for the following wireless communications facilities and systems ~~shall~~ **will** be finally approved, denied or conditionally approved within the following timeframes.

1. For all WCF applications, other than applications for Eligible Facilities Requests as described below, the City ~~shall~~ **will** approve, deny or conditionally approve the application within the timeframes fixed by Federal or State law, unless review of such application is tolled by mutual agreement.

2. Eligible Facilities Request.

a. Type of Review. Upon receipt of an application for an Eligible Facilities Request, the City ~~shall~~ **will** review such application to determine completeness.

b. Approval; Denial. An Eligible Facilities Request ~~shall~~ **will** be approved upon determination by the City that the proposed facilities modification does not substantially change the physical dimensions of an eligible support structure. An Eligible Facilities Request ~~shall~~ **will** be denied upon determination by the City that the proposed facilities modification will substantially change the physical dimensions of an eligible support structure.

c. Timing of Review. The City ~~shall~~ **will** issue its decision within sixty (60) days of receipt of an application, unless the review period is tolled by mutual agreement by the City and the applicant or according to subsection F.2.d.

d. Tolling of the Timeframe for Review. The 60-day review period begins to run when the application is filed, and may be tolled only by mutual agreement by the City and the applicant, or in cases where the City Administrator determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

i. To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

iii. Following a supplemental submission, the City will notify the applicant within 10 days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

e. Failure to Act. In the event the City fails to approve or deny an Eligible Facilities Request within the timeframe for review (accounting for any tolling), the request ~~shall~~ **will** be deemed granted. The deemed grant does not become effective until the applicant notifies the City Administrator in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

f. Remedies. Any action challenging a denial of an application or notice of a deemed approved remedy, ~~shall~~ **must** be brought in King County Superior Court or Federal Court for the Western District of Washington within thirty (30) days following the date of denial or following the date of notification of the deemed approved remedy.

3. The Administrator is hereby authorized to take appropriate administrative action, such as the hiring of a special hearing examiner, as well as expedited processing of applications, review and appeals, if any, in order to meet Federal or State time limits. (Ord. 2652; Ord. 2919; Ord. 2964; Ord. 3028)

Effective on: 2/27/2021

21.76.050 Permit Types and Procedures.

A. Purpose. The purpose of this chapter is to provide detailed administrative review procedures for applications and land use permits classified as Types I through VI.

B. Scope. Land use and development decisions, and legislative actions are classified into six processes based on who makes the decision, the amount of discretion exercised by the decision maker, the level of impact associated with the decision, the amount and type of input sought, and the type of appeal opportunity generally as follows:

Table 21.76.050A Permit Types						
	Permit Type					
	Type I Administrative	Type II Administrative	Type III Quasi- Judicial	Type IV Quasi- Judicial	Type V Quasi- Judicial	Type VI Legislative
Level of Impact and Level of Discretion Exercised by decision maker	Least level of impact or change to policy/regulation. Least level of discretion.					Potential for greatest level of impact due to changes in regulation or policy. Greatest level of discretion.
Input Sought	Minimal- generally no public notice required. No public hearing.	Notice of Application provided. No public hearing. Neighborhood meeting only required for short plats meeting certain criteria.	Notice of Application provided. Neighborhood meeting may be required. Public hearing is required.	Notice of Application provided. Neighborhood meeting may be required. Public hearing is required.	Notice of Application provided. Neighborhood meeting may be required. Public hearing is required.	Notice of Public Hearing provided.
Public Hearing prior to Decision?	No	No	Yes, Hearing Examiner (or	Yes, Hearing Examiner	Yes, City Council	Yes, Planning

			Landmarks Commission) ²			Commission
Decision Maker	Appropriate Department	Technical Committee	Hearing Examiner (or Landmarks Commission) ²	City Council	City Council	City Council
Administrative Appeal Body	Hearing Examiner (Hearing Examiner decision on appeal may be appealed to Superior Court.)	Hearing Examiner ¹ (Hearing Examiner decision on appeal may be appealed to Superior Court.)	None (decision appealable to Superior Court) ¹ Hearing Examiner ³ (Hearing Examiner decision appealable to Superior Court)	None (decision appealable to Superior Court)	None (decision appealable to Superior Court)	None (decision appealable to Superior Court)

TABLE NOTES:

A-1. Shoreline Substantial Development Permits, Shoreline Variances, and Shoreline Conditional Use Permits are appealable directly to the State Shorelines Hearings Board. Use Permits are appealable directly to the State Shorelines Hearings Board.

B-2. Landmarks Commission makes decisions for Certificate of Appropriateness Level III permits.

C-3. Only for decision by Landmarks Commission

C. Classification of Permits and Decisions - Table. The following table sets forth the various applications required and classifies each application by the process used to review and decide the application.

Type I - RZC 21.76.050.F:	Administrative Approval, Appropriate Department is Decision Maker
Type II - RZC 21.76.050.G:	Administrative Approval, Review and Decision by Technical Committee and Design Review Board or Landmarks Commission*
Type III - RZC 21.76.050.H:	Quasi-Judicial, Decision by Hearing Examiner or Landmarks and Heritage Commission*
Type IV - RZC 21.76.050.I:	Quasi-Judicial, Recommendation by Hearing Examiner, Decision by City Council

Type V - RZC 21.76.050.J:	Quasi-Judicial, Decision by City Council
Type VI - RZC 21.76.050.K:	Legislative, recommendation by Planning Commission, Decision by City Council

*for properties with a Designation of Historic Significance, please refer to RZC 21.76.060.H, Landmarks and Heritage Commission Determination/Decisions.

Table 21.76.050B
Classification of Permits and Decisions

Permit Type	Process Type	RMC Section (if applicable)
Administrative Interpretation	I	
Administrative Modification	II	
Alteration of Geologic Hazard Areas	III	
Binding Site Plan	II	
Boundary Line Adjustment	I	
Building Permit	I	RMC 15.06 <u>15.08</u>
Certificate of Appropriateness Level I	I	
Certificate of Appropriateness Level II	II	
Certificate of Appropriateness Level III	III	
Clearing and Grading Permit	I	RMC 15.24
Comprehensive Plan Map and/or Policy Amendment	VI	
Conditional Use Permit	III	
Development Agreement	V	
Electrical Permit	I	RMC 15.12
Essential Public Facility	IV	
Extended Public Area Use Permit	I	RMC 12.08
Flood Zone Permit	I	RMC 15.04
Historic Landmark Designation	III	
Home Business	I	

Hydrant Use Permit	I	RMC 13.16.020
International Fire Code Permit	I	RMC 15.06
Master Planned Development See RZC 21.76.070.P	II, III, IV or V	
Mechanical Permit	I	RMC 15.14
Plat Alteration	V	
Plat Vacation	V	
Plumbing Permit	I	RMC 15.16
Preliminary Plat	III	
Reasonable Use Exception See RZC 21.76.070.U	I,II, III, IV or V	
Right-of-Way Use Permit	I	RMC 12.08
Sewer Permit	I	RMC 13.04
Permit Type	Process Type	RMC Section (if applicable)
Shoreline Conditional Use Permit	III	
Shoreline Exemption	I	
Shoreline Substantial Development Permit	II	
Shoreline Variance	III	
Short Plat	II	
Sign Permit/Program	I	
Site Plan Entitlement	II	
Special Event Permit	I	RMC 10.60
Structure Movement Permit I-IV	I	RMC 15.22
Temporary Use Permit (Long-Term)	V	
Temporary Use Permit (Short-Term)	I	
Tree Removal Permit	I	
Variance	III	
Water Permit	I	RMC 13.08

Willows Rose Hill Demonstration Project	III	
Wireless Communication Facility Permit I	I	
Wireless Communication Facility Permit II	II	
Zoning Code Amendment-Zoning Map (consistent with Comprehensive Plan)	IV	
Zoning Code Amendment (text)	VI	
Zoning Code Amendment (that requires a Comprehensive Plan Amendment)	VI	

D. Permits and Actions Not Listed. If a permit or land use action is not listed in the table in RZC 21.76.050.C, Classification of Permits and Decisions, the Administrator shall make a determination as to the appropriate review procedure based on the most analogous permit or land use action listed.

E. Consolidated Permit and Appeal Process.

1. Where this Code requires more than one land use permit for a given development, all permit applications (except Type I applications) may be submitted for review collectively according to the consolidated review process established by this section.
2. Where two or more land use applications for a given development are submitted for consolidated review, the review shall be conducted using the highest numbered process type applicable to any of the land use applications, provided that each land use application shall only be subject to the relevant decision criteria applicable to that particular development application. For example, a development proposal that includes a Type II application and a Type III application shall be reviewed using the Type III process, but the Type II application shall be decided based on the relevant decision criteria applicable to the Type II application. If two or more land use applications are consolidated for review, the highest application review and decision timeframe as outlined within RZC 21.76.040.D shall apply.
3. When the consolidated process established by this section is used, the City shall issue single, consolidated notices, staff reports, and decision documents encompassing all of the land use applications under review. Except as provided in subsection E.5 below, the applications shall be considered in a single, consolidated open record public hearing and shall be subject to no more than one consolidated closed record appeal.
4. Where a development requires more than one land use permit but the applicant elects not to submit all applications for consolidated review, applications may be submitted and processed sequentially,

provided that the permit subject to the highest numbered process type must be submitted and obtained first, followed by the other permits in sequence from the highest numbered type to the lowest.

5. Where a development proposal requires a zoning map amendment, the zoning map amendment must be considered and approved by the Hearing Examiner and City Council before any hearing is held or decision is made on any related application for a conditional use permit, subdivision, variance, master planned development, site plan entitlement, or other similar quasi-judicial or administrative action. This subsection is intended to be a “procedural requirement” applicable to such actions as contemplated by RCW 58.17.070.

6. All appeals of project permit decisions for a single project shall be consolidated and heard together in a single appeal, using the highest-level appeals process, except for appeals of environmental Determinations of Significance. Where a Determination of Significance (DS) is appealed, the appeal shall be heard by the Hearing Examiner using the Type II review process prior to any consideration of the underlying application. Where a Determination of Non-Significance (DNS) or the adequacy of an Environmental Impact Statement (EIS) is appealed, the hearing on the appeal shall be consolidated with any open record public hearing to be conducted on the underlying application.

F. Type I Review.

1. Overview of Type I Review. A Type I process is an administrative review and decision by the appropriate department director or designee. These are applications which are categorically exempt from review under the State Environmental Policy Act (SEPA) or permits for which environmental review has been completed in connection with another application. Appeals of Type I decisions are made to the Hearing Examiner in an open record hearing. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court. ~~Type I reviews are exempt from the procedures of RZC 21.76.040, Time Frames for Review.~~

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050A depicts the process that will be used to review a typical Type I land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only. More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers.~~

~~Figure 21.76.050A~~
 Flow Chart for Type I Process

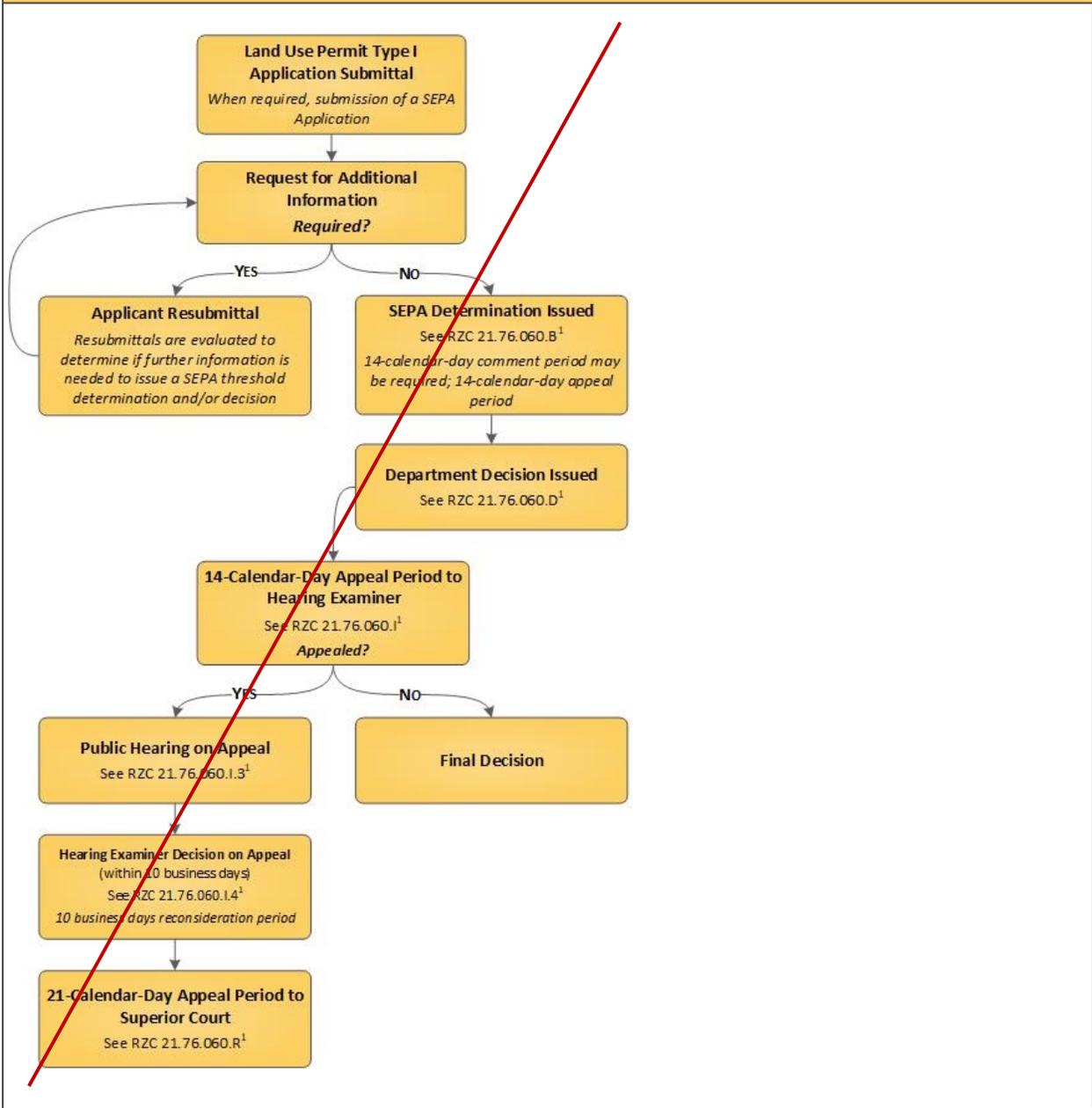


Figure Notes:

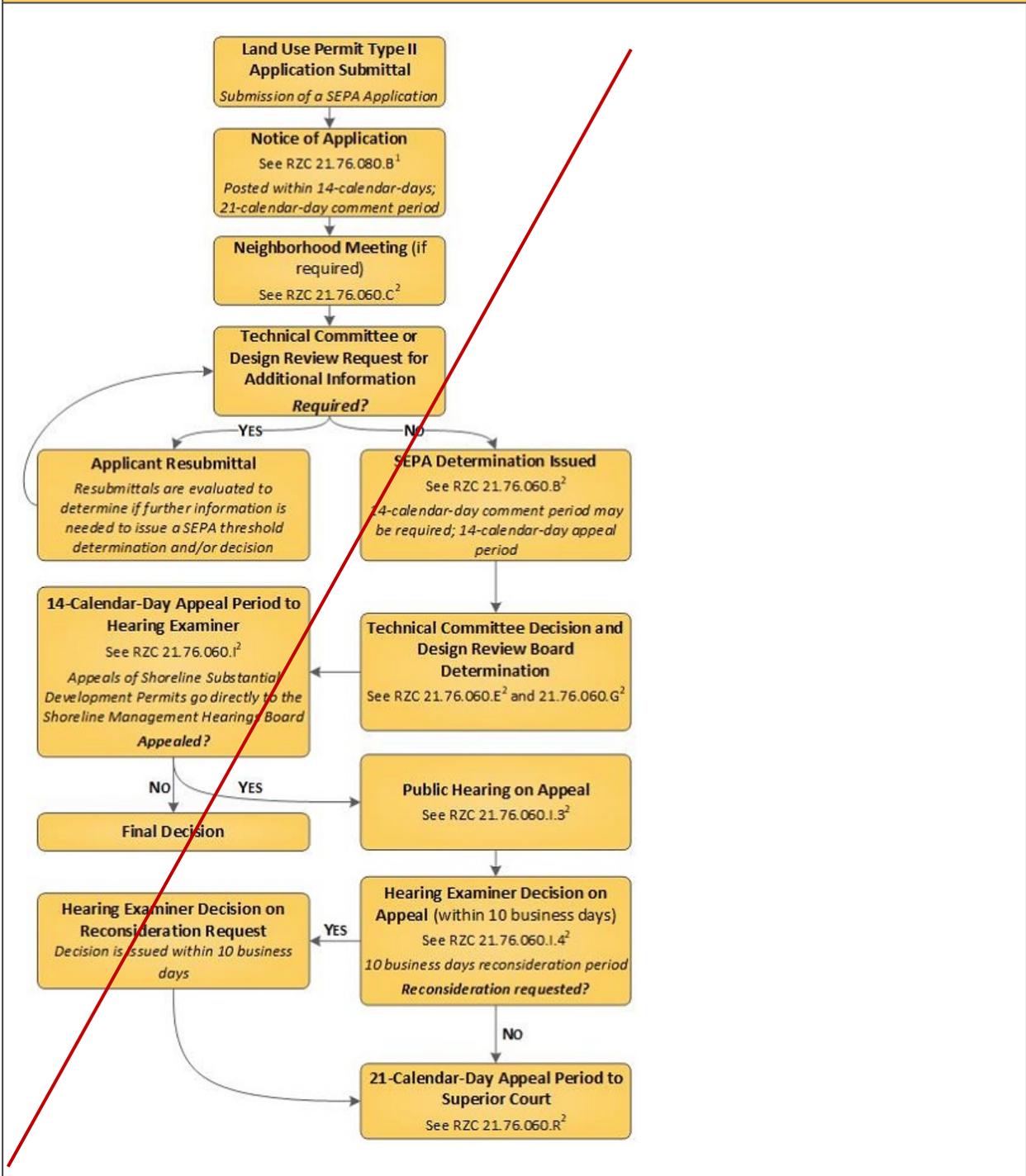
¹. Link to RZC 21.76.060

G. Type II Review.

1. Overview of Type II Review. A Type II process is an administrative review and decision by the Technical Committee and, when required, by the Design Review Board or the Landmarks and Heritage Commission. Depending on the application, the Technical Committee may require a neighborhood meeting to obtain public input. Except for Certificates of Appropriateness related to historic structures, public notification is provided at the application and decision stages of review. Environmental review is conducted, when required. Appeals of Type II decisions are made to the Hearing Examiner in an open record hearing. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court.

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050B generally depicts the process that will be used to review a typical Type II land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~ More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.

Figure 21.76.050B
 Flow Chart for Type II Process



~~Figure 21.76.050B~~
~~Flow Chart for Type II Process~~

~~Figure Notes:~~

~~1. Link to RZC 21.76.080~~

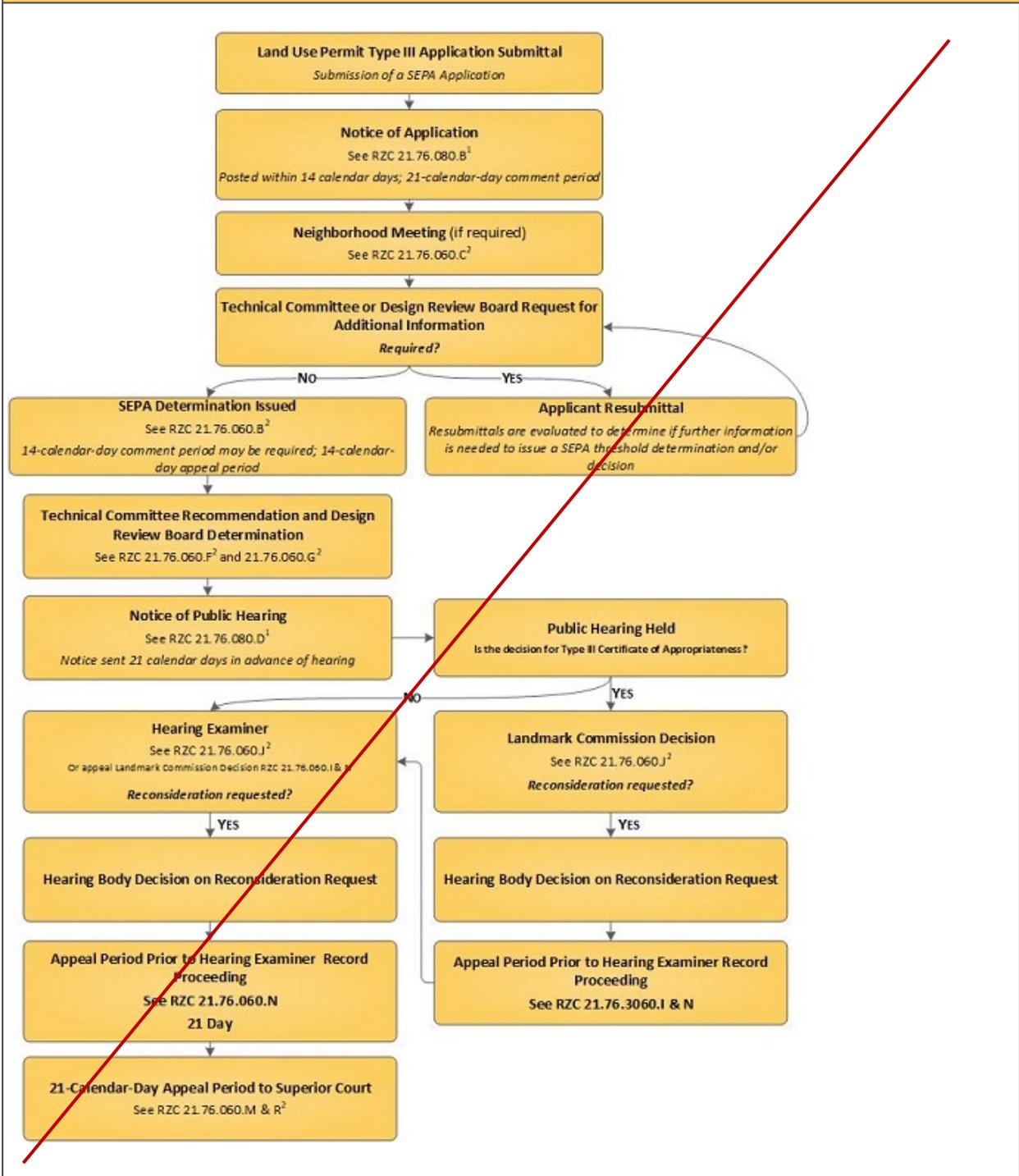
~~2. Link to RZC 21.76.060~~

H. Type III Review.

1. Overview of Type III Review. A Type III process is a quasi-judicial review and decision made by the Hearing Examiner or, in the case of Level III Certificates of Appropriateness on which a hearing is to be held under 70-090(4)(b) and in the case of Historic Landmark Designations for removal of Historic Landmark Designations, by the Landmarks ~~and Heritage~~ Commission. Environmental review is conducted when required. The Hearing Examiner (or the Landmarks ~~and Heritage~~ Commission on the applications described in the preceding sentence) holds an open record public hearing on a Type III application after receiving a recommendation from the Technical Committee and, when required, the Design Review Board. Depending on the application, the Technical Committee may require a neighborhood meeting to obtain public input. Public notification is provided at the application, public hearing, and decision stages of application review. The Hearing Examiner (or the Landmarks ~~and Heritage~~ Commission on the applications described above) makes a decision after considering the recommendation of the Technical Committee and Design Review Board and the public testimony received at the open record public hearing. Decisions of the Hearing Examiner are appealable to the King County Superior Court, which considers the appeal in a closed record appeal proceeding. Decisions by the Landmarks ~~and Heritage~~ Commission are appealable to the Hearing Examiner, that considers the appeal in a closed record appeal proceeding. The decision of the Hearing Examiner, regarding appeals of a Landmarks ~~and Heritage~~ Commission decision, are appealable to the King County Superior Court, which considers the appeal in a closed record appeal proceeding.

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050C generally depicts the process that will be used to review a typical Type III land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~ More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.

Figure 21.76.050C
 Flow Chart for Type III Process



~~Figure 21.76.050C~~
~~Flow Chart for Type III Process~~

~~Figure Notes:~~

~~1. Link to RZC 21.76.080~~

~~2. Link to RZC 21.76.060~~

I. Type IV Review.

1. Overview of Type IV Review. A Type IV review is a quasi-judicial review and recommendation made by the Hearing Examiner and a decision made by the City Council. Environmental review is conducted when required. At an open record public hearing, the Hearing Examiner considers the recommendation of the Technical Committee and, when required, the Design Review Board, as well as public testimony. Depending on the application, the Technical Committee may require a neighborhood meeting to obtain public input. The Hearing Examiner makes a recommendation to the City Council, which considers the recommendation in a closed record proceeding and makes a final decision. Public notification is provided at the application, public hearing, and decision stages of application review. There is no administrative appeal. The City Council's decision may be appealed to the King County Superior Court.

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050D generally depicts the process that will be used to review a typical Type IV land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only. More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.~~

Figure 21.76.050D
 Flow Chart for Type IV Process

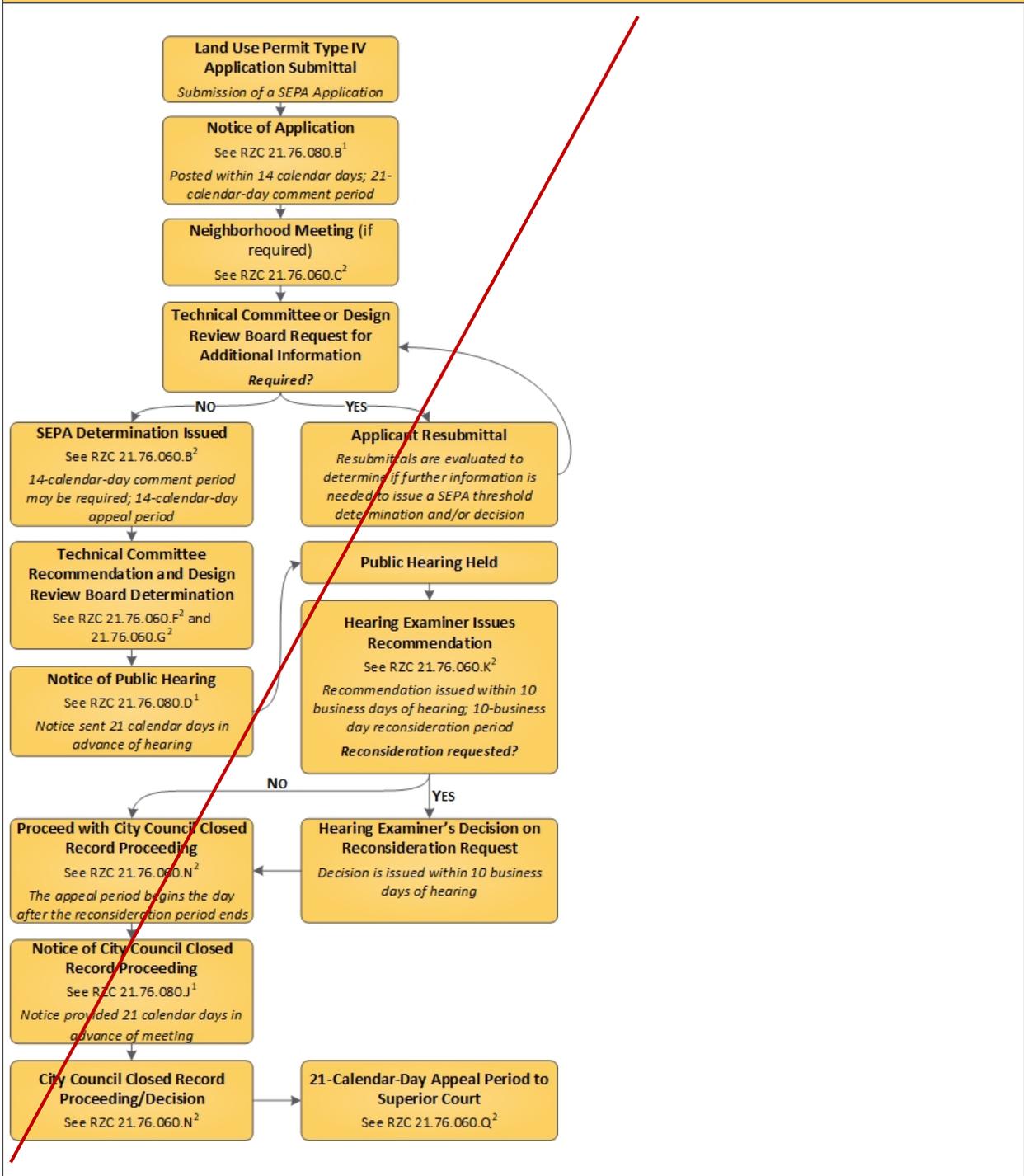


Figure 21.76.050D
Flow Chart for Type IV Process

Figure Notes:

1. ~~Link to RZC 21.76.080~~

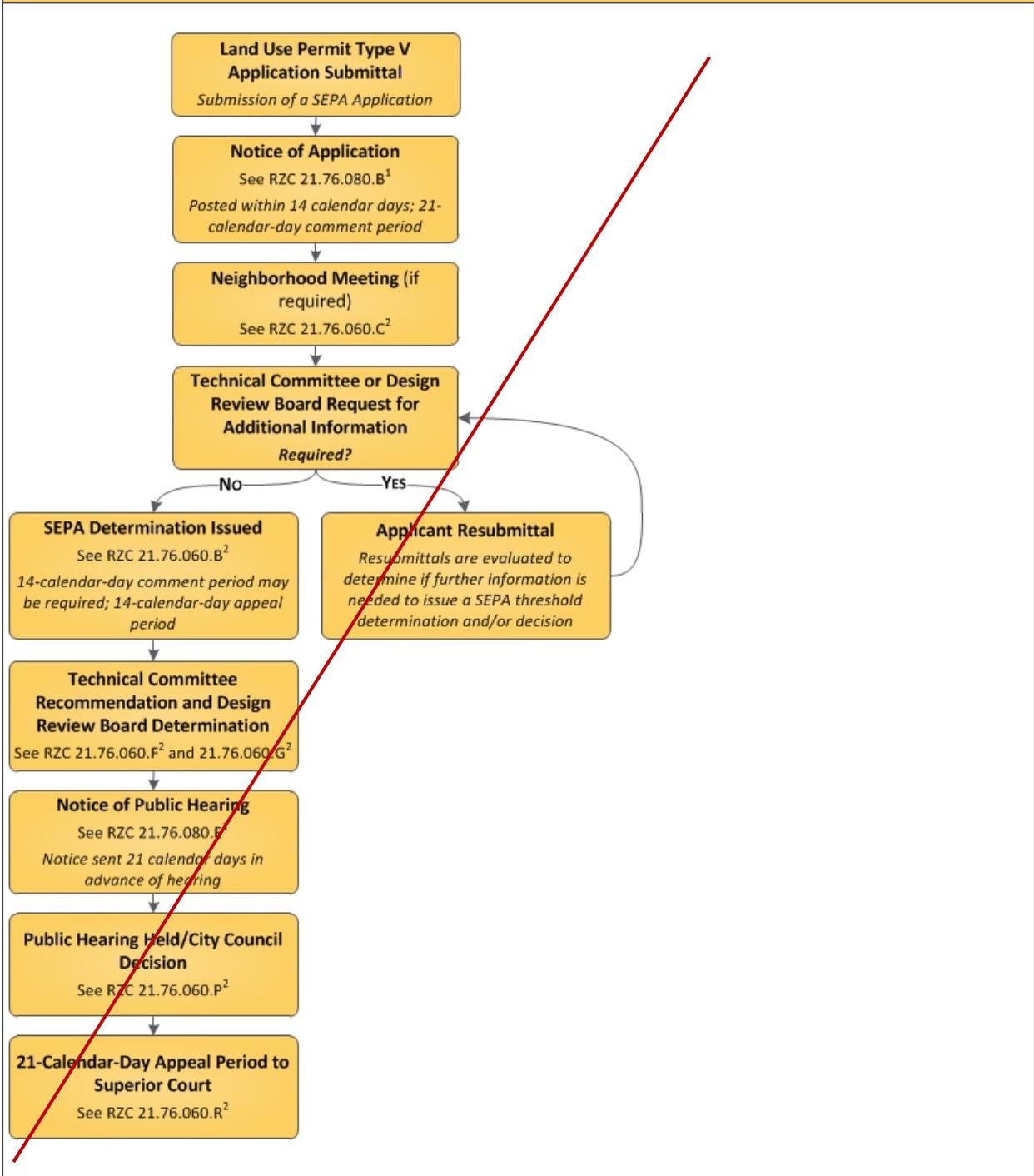
2. ~~Link to RZC 21.76.060~~

J. Type V Review.

1. Overview of Type V Review. A Type V review is a quasi-judicial review and decision made by the City Council. Environmental review is conducted when required. The Technical Committee (and Design Review Board, if required) makes a recommendation to the City Council. Depending on the application, the Technical Committee may require a neighborhood meeting to obtain public input. The City Council shall hold a public hearing on the application prior to making a decision. Public notification is provided at the application, public hearing, and decision stages of application review. There is no opportunity for an administrative appeal. Appeals of City Council decisions are made to King County Superior Court.

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050E generally depicts the process that will be used to review a typical Type V land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~ More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.

~~Figure 21.76.050E~~
 Flow Chart for Type V Process



~~Figure 21.76.050E~~
~~Flow Chart for Type V Process~~

~~Figure Notes:~~

~~1. Link to RZC 21.76.080~~

~~2. Link to RZC 21.76.060~~

K. Type VI Review.

1. Overview of Type VI Review. A Type VI review is for legislative land use decisions made by the City Council under its authority to establish policies and regulations regarding future private and public development and management of public lands. Environmental review is conducted when required. The Planning Commission holds at least one open record public hearing and makes a recommendation to the City Council. The City Council may hold an additional public hearing or hearings at its option. The City Council makes a final decision. The City Council's decision may be appealed to the Central Puget Sound Growth Management Hearings Board. Type VI reviews are exempt from the procedures of RZC 21.76.040, Time Frames for Review.

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050F generally depicts the process that will be used to review a typical Type VI land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only. More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.~~

Figure 21.76.050F
 Flow Chart for Type VI Process

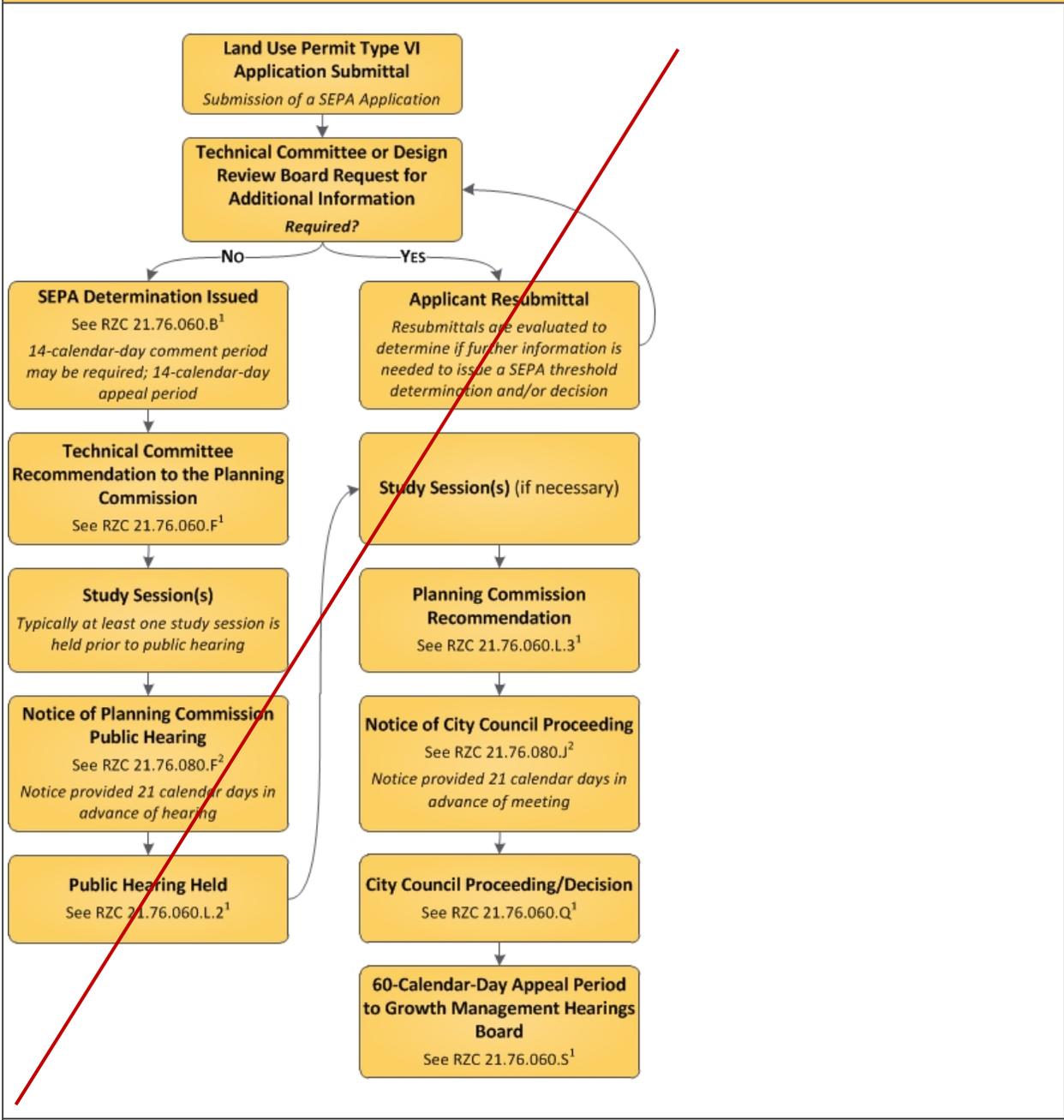


Figure Notes:

Figure 21.76.050F
Flow Chart for Type VI Process

1. ~~Link to RZC 21.76.060~~

2. ~~Link to RZC 21.76.080~~

(Ord. 2652; Ord. 2889; Ord. 2924; Ord. 2958)

Effective on: 4/27/2019

21.76.060 Process Steps and Decision Makers.

A. Purpose. The purpose of this section is to provide an explanation of each of the procedural steps set forth ~~in the process flow charts~~ in RZC 21.76.050, Permit Types and Procedures.

B. Environmental Review Under the State Environmental Policy Act (SEPA).

1. All applications shall be reviewed under the State Environmental Policy Act (SEPA) unless categorically exempt under SEPA. The City's environmental procedures are set forth in RZC 21.70, State Environmental Policy Act (SEPA) Procedures.

2. Threshold Determinations. The Administrator shall issue the threshold determination after the minimum comment period for the Notice of Application and prior to the decision on the application. The threshold determination shall be mailed and posted in the same manner as the Notice of Application. The threshold determination shall also be sent to agencies with jurisdiction, if any, and the Washington State Department of Ecology. There is a 14-day comment period for certain threshold determinations as provided in WAC 197-11-340. Any comments received shall be addressed in the Technical Committee decision or recommendation on the application, which shall include the final threshold determination (DNS or DS) issued by the Administrator.

3. Optional DNS Process. For projects where there is a reasonable basis for determining that significant adverse impacts are unlikely, a preliminary DNS may be issued with the Notice of Application. The comment period for the DNS and the Notice of Application shall be combined. The Notice of Application shall state that the City expects to issue a DNS for the proposal and that this may be the only

opportunity to comment on the environmental impacts of the proposed project. After the close of the comment period, the Technical Committee shall review any comments and issue the final DNS in conjunction with its decision or recommendation on the application.

4. Determination of Significance. If a Determination of Significance (DS) is issued, and an Environmental Impact Statement (EIS) is required, the EIS will be completed prior to issuance of the Technical Committee/Design Review Board decision or recommendation. If the requirement to prepare an EIS or a Supplemental EIS is appealed by the applicant, that appeal must be resolved prior to issuance of the Technical Committee/Design Review Board decision or recommendation.

C. Neighborhood Meetings.

1. The purpose of neighborhood meetings is to:

- a. Provide a forum for interested individuals to meet with the applicant to learn about the proposal and the applicable process early in the review process;
- b. Provide an opportunity for meaningful public input;
- c. Provide a dialogue between the applicant, citizens, and City whereby issues can be identified and discussed; and
- d. Provide an opportunity for applicants to address concerns generated by individuals and incorporate possible changes.

2. Required Neighborhood Meeting: A neighborhood meeting ~~shall be~~ **is** required for the following:

- a. Essential Public Facility.
- b. Master Planned Development.

~~c. Preliminary Plat.~~

~~d. Short plats that meet any of the following criteria:~~

~~i. propose three or more lots.~~

~~ii. have critical areas on site, or~~

~~iii. are forested (75 percent tree canopy).~~

e. As otherwise required within the RZC.

f. In addition, the Technical Committee may require a neighborhood meeting on any Type III, IV or V application.

3. Where a neighborhood meeting is required, it ~~shall~~ **must** be conducted by the applicant within 45 days of the termination of the Notice of Application comment period. The applicant ~~shall~~ **must** notify the City of the date and time of the meeting. At least one representative from City staff shall be in attendance. The applicant ~~shall~~ **must** mail notice of the neighborhood meeting to the same individuals to whom notice is required for the Notice of Application, a minimum of 21 days in advance of the meeting. The applicant ~~shall~~ **must** provide the City with an affidavit of mailing. The neighborhood meeting shall be required to take place prior to the Technical Committee decision or recommendation. In certain circumstances, the Technical Committee may choose to hold the neighborhood meeting, in which case the City shall mail the notice of neighborhood meeting as described above. A sign-in sheet ~~shall~~ **must** be provided at the meetings, giving attendees the option of establishing themselves as a party of record.

4. Additional Neighborhood Meetings. In order to provide an opportunity for applicants to address concerns generated by interested parties, applicants are encouraged to hold an additional neighborhood meeting (or meetings) to provide interested parties with additional information, proposed changes to plans, or provide further resolution of issues. If the applicant holds additional meetings, there shall be no specific requirements for notice or City attendance. However, the City shall make effort to attend meetings where appropriate and when the applicant has notified the City that additional meetings are taking place. Any persons attending additional neighborhood meetings who have not established themselves as a party of record, and who wish to do so, must contact the City directly.

D. Director Decisions on Type I Reviews.

1. Type I Decision Makers. Decisions on Type I applications are made by the appropriate department director or designee.

2. Decision Criteria. The decision of the department director shall be based on the criteria for the application set forth in this code, or in the applicable uniform or international code in the case of building and fire-related permits. The decision shall include any conditions necessary to ensure consistency with the applicable development regulations. The department director may consult with the Technical Committee, the Design Review Board, or the Landmarks ~~and Heritage~~ Commission on any Type I application, but the final decision-making authority on such applications remains with the department director.

3. Decision. A written record of the director's decision shall be prepared in each case and may be in the form of a staff report, letter, the permit itself, or other written document indicating approval, approval with conditions, or denial. The decision shall be mailed as provided in RZC 21.76.080.G, Notice of Final Decision. See RZC 21.68.200.C.7.a for decisions on Shoreline Exemptions.

4. Appeal. Type I decisions may be appealed to the Hearing Examiner as provided in RZC 21.76.060.I, Appeals to Hearing Examiner on Type I and II Permits. All decisions are final upon expiration of the appeal period or, if appealed, upon the date of issuance of the Hearing Examiner's final decision on the appeal. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court as provided RZC 21.76.060.M.

E. Technical Committee Decisions on Type II Reviews.

1. Decision. Decisions on Type II applications are made by the Technical Committee. The decision of the Technical Committee shall be based on the criteria for the application set forth in the RZC, and shall include any conditions necessary to ensure consistency with the applicable development regulations.

2. Record. A written record of the Technical Committee's decision shall be prepared in each case and may be in the form of a staff report, letter, the permit itself, or other written document indicating approval, approval with conditions, or denial. All parties of record shall be notified of the final decision.

3. Design Review Board **Consultation** and Landmarks ~~and Heritage~~ Commission Review. When design ~~review consultation~~ or review of a Certificate of Appropriateness is required, the ~~decision recommendations~~ of the Design Review Board ~~or Landmarks and Heritage Commission~~ shall be included with the Technical Committee decision **as public comments. Landmark Commission recommendations shall be included with the Technical Committee decision.**

4. Appeal. Type II decisions (except shoreline permits) may be appealed to the Hearing Examiner as provided in RZC 21.76.060.I, Appeals to Hearing Examiner on Type I and Type II Permits. All decisions are final upon expiration of the appeal period or, if appealed, upon issuance of the Hearing Examiner's final decision on the appeal. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court as provided in RZC 21.76.060.M.

F. Technical Committee Recommendations on Type III, IV, V and VI Reviews.

1. Decision. The Technical Committee's recommendation shall be based on the decision criteria for the application set forth in the RZC. Based upon its analysis of the application, the Technical Committee may recommend approval, approval with conditions or with modifications, or denial.

2. Recommendations. The Technical Committee shall transmit the following recommendations:

- a. Recommendations involving Type III and Type IV permits shall be transmitted to the Hearing Examiner.
- b. Recommendations involving Type V permits shall be transmitted to the City Council.
- c. Recommendations involving Type VI permits shall be transmitted to the Planning Commission.

3. Record. A written record of the Technical Committee's recommendation shall be prepared in each case. The recommendation shall summarize the Technical Committee's analysis with respect to the decision criteria and indicate approval, approval with conditions or modifications, or denial.

4. Recommendations of the Design Review Board and/or Landmark Commission. A written report of the Technical Committee's recommendation shall be prepared and transmitted to the Hearing Examiner along with the recommendation of the Design Review Board and/or **Landmarks and Heritage** Commission where applicable.

G. ~~Design Review Board Determinations~~ **Consultation with a Third-Party Design Professional** on Type II, III, IV and V Reviews. When ~~design review is required by~~ **consultation is sought from the Design Review Board, the Design Review Board a third-party design professional, the design professional** shall consider the application ~~at an open public meeting of the Board~~ in order to ~~determine whether the~~ **provide feedback on whether the** application complies with Article III, Design Standards. The ~~Design Review Board's design professional's determination comments~~ shall be given the effect of ~~a final decision on design standard compliance for Type II applications, public comment(s) for all permit types, shall be given the effect of a recommendation to the Hearing Examiner on a Type III or Type IV application, and the effect of a recommendation to the City Council on a Type V application.~~ The ~~Design Review Board's determination~~ **design professional's comments** shall be included with the written report that contains the Technical Committee recommendation ~~or decision. The Design Review Board's determination may be appealed in the same manner as the decision of the applicable decision maker on the underlying land use permit.~~

H. **Landmarks and Heritage** Commission Determination/Decisions. The **Landmarks and Heritage** Commission as specified below shall review all applications requiring a Level II or Level III Certificate of Appropriateness and all applications for Historic Landmark Designation.

1. When review of a Level II Certificate is required, the Redmond **Landmarks and Heritage** Commission shall consider the application at an open public meeting using the review process for the application in RZC 21.76.050.C in order to determine whether the application complies with the criteria set forth in RZC 21.30, Historic and Archeological Resources, and King County Code Chapter 20.62. Based upon its analysis of the application, the **Landmarks and Heritage** Commission may approve the application, approve it with conditions or modifications, or deny the application. The **Landmarks and Heritage** Commission's determination shall be included with the written report that contains the Technical

Committee recommendation or decision. Conditions based on the Landmarks ~~and Heritage~~ Commission's determination may be appealed to the Hearing Examiner in the same manner as the Technical Committee decision.

2. When review of a Level II Certificate of Appropriateness requiring a public hearing (see RZC 21.30.050.D.2) or review of a Level III Certificate of Appropriateness is required, the Redmond Landmarks ~~and Heritage~~ Commission shall hold an open record public hearing on the application using a Type III process as provided in RZC 21.76.060.J. The Landmarks ~~and Heritage~~ Commission shall determine whether the application complies with the criteria set forth in RZC 21.30.050.E of the RZC. Based upon its analysis of the application, the Landmarks ~~and Heritage~~ Commission may approve the application, approve it with conditions or modifications, or deny the application. The decision of the Landmarks ~~and Heritage~~ Commission may be appealed to the Hearing Examiner. The Hearing Examiner's decision on the appeal may be further appealed to the King County Superior Court.

3. The King County Landmarks Commission, acting as the Redmond Landmarks ~~and Heritage~~ Commission, shall review and make determinations on all applications for Historic Landmark Designation or removal of a Historic Landmark Designation. When the King County Landmarks Commission reviews a Historic Landmark Designation nomination or the removal of a Historic Landmark Designation, the King County Landmarks Commission will follow the procedures set forth in King County Code Chapter 20.62, including the holding of an open record hearing on the application. Applications shall be decided based on the criteria in King County Code Chapter 20.62. The decision of the King County Landmarks Commission on a Historic Landmark Designation or removal of a Historic Landmark Designation shall be a final decision appealable to the Hearing Examiner. The Hearing Examiner's decision on the appeal may be further appealed to the King County Superior Court.

I. Appeals to Hearing Examiner on Type I and Type II Permits.

1. Overview. For Type I and Type II permits, the Hearing Examiner acts as an appellate body, conducting an open record appeal hearing when a decision of a department director (Type I) or the Technical Committee (Type II) is appealed. The Hearing Examiner's decision on the appeal may be further appealed to the King County Superior Court.¹

2. Commencing an Appeal. Type I and II decisions may be appealed as follows:

a. **Who May Appeal.** Any party of record may appeal the decision.

b. **Form of Appeal.** A person appealing a Type I or II decision must submit a completed appeal form which sets forth:

i. Facts demonstrating that the person is adversely affected by the decision;

- ii. A concise statement identifying each alleged error of fact, law, or procedure, and the manner in which the decision fails to satisfy the applicable decision criteria;
 - iii. The specific relief requested; and
 - iv. Any other information reasonably necessary to make a decision on the appeal.
 - c. **Time to Appeal.** The written appeal and the appeal fee, if any, must be received by the Redmond City Clerk's Office no later than 5:00 p.m. on the fourteenth day following the date the decision of the Technical Committee/Design Review Board Decision is issued.
 - d. **Shoreline Permit Appeals** must be submitted to the Shoreline Hearings Board. See RZC 21.68.200.C.6.b.
3. **Hearing Examiner Public Hearing on Appeal.** The Hearing Examiner shall conduct an open record hearing on a Type I or Type II appeal. Notice of the hearing shall be given as provided in RZC 21.76.080.H. The appellant, applicant, owner(s) of property subject to the application, and the City shall be designated parties to the appeal. Only designated parties may participate in the appeal hearing by presenting testimony or calling witnesses to present testimony and by providing exhibits. Interested persons, groups, associations, or other entities who have not appealed may participate only if called by one of the parties to present information, provided that the Examiner may allow nonparties to present relevant testimony if allowed under the Examiner's rules of procedure. The Hearing Examiner shall create a complete record of the public hearing, including all exhibits introduced at the hearing and an electronic sound recording of each hearing.
4. **Hearing Examiner Decision on Appeal.** Within 10 business days after the close of the record for the Type I or II appeal, the Hearing Examiner shall issue a written decision to grant, grant with modifications, or deny the appeal. The decision on appeal shall be mailed to all parties of record. The Hearing Examiner shall accord substantial weight to the decision of the department director (Type I) or Technical Committee (Type II). The Hearing Examiner may grant the appeal or grant the appeal with modifications if the Examiner determines that the appellant has carried the burden of proving that the Type I or II decision is not supported by a preponderance of the evidence or was clearly erroneous.
5. **Request for Reconsideration.** Any designated party to the appeal who participated in the hearing may file a written request with the Hearing Examiner for reconsideration within 10 business days of the date of the Hearing Examiner's decision. The request ~~shall~~ **must** explicitly set forth alleged errors of procedure or fact. The Hearing Examiner shall act within 10 business days after the filing of the request for reconsideration by either denying the request or issuing a revised decision. The decision on the request for reconsideration and/or issuing a revised decision shall be sent to all parties of record.

6. Appeal. A Hearing Examiner Decision on a Type I or Type II appeal may be appealed to the King County Superior Court as provided in RZC 21.76.060.M.

J. Hearing Examiner and Landmarks ~~s-and Heritage~~ Commission Final Decisions on Type III Reviews.

1. Overview. For Type III reviews, the Hearing Examiner (or the Landmarks ~~s-and Heritage~~ Commission on Level II Certificates of Appropriateness that require a public hearing under RZC 21.30.050.D.2 and on Level III Certificates of Appropriateness) makes a final decision after receiving the recommendation of the Technical Committee and holding an open record public hearing. The Hearing Examiner's decision may be appealed to the King County Superior Court. Landmarks ~~s-and Heritage~~ Commission's decisions may be appealed to the Hearing Examiner.

2. Public Hearing. The Hearing Examiner (or Landmarks ~~s-and Heritage~~ Commission on the applications specified above) shall hold an open record public hearing on all Type III permits. The open record public hearing shall proceed as follows:

a. Notice of the hearing shall be given as provided in RZC 21.76.080.D.

b. Any person may participate in the Hearing Examiner's (or Landmarks ~~s-and Heritage~~ Commission's) public hearing on the Technical Committee's recommendation by submitting written comments prior to or at the hearing, or by providing oral testimony and exhibits at the hearing.

c. The Administrator shall transmit to the Hearing Examiner (or Landmarks ~~s-and Heritage~~ Commission) a copy of the department file on the application, including all written comments received prior to the hearing and information reviewed by or relied upon by the Administrator. The file shall also include information to verify that the requirements for notice to the public (Notice of Application and Notice of SEPA Threshold Determination) have been met.

d. The Hearing Examiner (or Landmarks ~~s-and Heritage~~ Commission) shall create a complete record of the public hearing, including all exhibits introduced at the hearing and an electronic sound recording of each hearing.

3. Authority. The Hearing Examiner (or Landmarks ~~s-and Heritage~~ Commission) shall approve a project or approve with modifications if the applicant has demonstrated that the proposal complies with the applicable decision criteria of the RZC. The applicant bears the burden of proof and must demonstrate that a preponderance of the evidence supports the conclusion that the application merits approval or approval with modifications. In all other cases, the Hearing Examiner (or Landmarks ~~s-and Heritage~~ Commission) shall deny the application.

4. Conditions. The Hearing Examiner (or Landmarks ~~s-and Heritage~~ Commission) may include conditions to ensure a proposal conforms to the relevant decision criteria.

5. Decision. The Hearing Examiner (or Landmarks ~~and Heritage~~ Commission) shall issue a written report supporting the decision within 10 business days following the close of the record. The report supporting the decision shall be mailed to all parties of record. The report shall contain the following:

- a. The decision of the Hearing Examiner (or Landmarks ~~and Heritage~~ Commission); and
- b. Any conditions included as part of the decision; and
- c. Findings of fact upon which the decision, including any conditions, was based and the conclusions derived from those facts; and
- d. A statement explaining the process to appeal the decision of the Hearing Examiner to the King County Superior Court or in the case of Landmarks ~~and Heritage~~ Commission to the Hearing Examiner.

6. Request for Reconsideration. Any party of record may file a written request with the Hearing Examiner (or Landmarks ~~and Heritage~~ Commission) for reconsideration within 10 business days of the date of the Hearing Examiner's decision. The request **shall must** explicitly set forth alleged errors of procedure, law, or fact. No new evidence may be submitted in support of or in opposition to a request for reconsideration. The Hearing Examiner shall act within 10 business days after the filing of the request for reconsideration by either denying the request or issuing a revised decision. The decision on the request for reconsideration and/or the revised decision shall be sent to all parties of record.

7. Appeal. Except for Shoreline Conditional Use Permits, Shoreline Substantial Development Permits, or Shoreline Variances, a Hearing Examiner decision may be appealed to the King County Superior Court. Landmarks ~~and Heritage~~ Commission decisions may be appealed to the Hearing Examiner. Shoreline Conditional Use Permits, Shoreline Substantial Development Permits, and Shoreline Variances may be appealed to the Shoreline Hearings Board as provided for in RZC 21.68.200.C.6.b and RZC 21.68.200.C.6.c.

K. Hearing Examiner Recommendations on Type IV Reviews.

1. Overview. For Type IV reviews, the Hearing Examiner makes a recommendation to the City Council after receiving the recommendation of the Technical Committee and holding an open record public hearing. The City Council considers the Hearing Examiner's recommendation in a closed record proceeding.

2. Hearing Examiner Public Hearing. The Hearing Examiner shall hold an open record public hearing on all Type IV permits. The open record public hearing shall proceed as follows:

- a. Notice of the hearing shall be given as provided in RZC 21.76.080.D.

7. Request for Reconsideration. Any party of record may file a written request with the Hearing Examiner for reconsideration within 10 business days of the date of the Hearing Examiner's recommendation. The request shall explicitly set forth alleged errors of procedure, law, or fact. No new evidence may be submitted as part of a request for reconsideration. The Hearing Examiner shall act within 10 business days after the filing of the request for reconsideration by either denying the request or issuing a revised decision. The decision on the request for reconsideration and/or revised decision shall be sent to all parties of record.

8. All Hearing Examiner recommendations on Type IV permits shall be transmitted to the City Council for final action, as provided in RZC 21.76.060.O.

L. Planning Commission Recommendations on Type VI Reviews.

1. Overview. For Type VI proposals, the Planning Commission makes a recommendation to the City Council after holding at least one open record public hearing. The Planning Commission may also hold one or more study sessions prior to making the recommendation. The City Council considers the Planning Commission's recommendation and takes final action by ordinance.

2. Planning Commission Public Hearing. The Planning Commission shall hold at least one open record public hearing. The hearing shall proceed as follows:

a. Notice of the public hearing shall be given as provided in RZC 21.76.080.F.

b. Any person may participate in the public hearing by submitting written comment to the ~~applicable department director~~ **Planning Commission or designated staff** prior to the hearing or by submitting written or making oral comments to the Planning Commission at the hearing. All written comments received by the ~~applicable department director~~ **designated staff** shall be transmitted to the Planning Commission no later than the date of the public hearing.

c. The Administrator shall transmit to the Planning Commission a copy of the department file on the application, including all written comments received prior to the hearing and information reviewed by or relied upon by the Administrator. The file shall also include information to verify that the requirements for notice to the public (Notice of Application, as required; Notice of SEPA Determination) have been met.

d. The Planning Commission shall record and compile written minutes of each hearing.

3. Recommendation. The Planning Commission may recommend that the City Council adopt, or adopt with modifications, a proposal if it complies with the applicable decision criteria in RZC 21.76.070, Land Use Actions and Decision Criteria. In all other cases, the Planning Commission shall recommend denial of

the proposal. The Planning Commission's recommendation shall be in writing and shall contain the following:

- a. The recommendation of the Planning Commission; and
- b. Any conditions included as part of the recommendation; and
- c. Findings of fact upon which the recommendation, including any conditions, was based and the conclusions derived from those facts.

4. **Additional Hearing on Modified Proposal.** If the Planning Commission recommends a modification which results in a proposal not reasonably foreseeable from the notice provided pursuant to RZC 21.76.080.F, the Planning Commission shall conduct a new public hearing on the proposal as modified. The Planning Commission shall consider the public comments at the hearing in making its final recommendation.

5. A vote to recommend adoption of the proposal or adoption with modification must be by a majority vote of the Planning Commission members present and voting.

6. All Planning Commission recommendations shall be transmitted to the City Council for final action as provided in RZC 21.76.060.Q.

M. Appeals to King County Superior Court on Type I Permit, Type II Permit and/or Type III Landmark Commission Decision Appeal Reviews.

1. **Overview.** Except for Shoreline Substantial Development Permits, all decisions of the Hearing Examiner on Type I permit, Type II permit and/or Type III Landmark Commission decision appeals may be appealed to the King County Superior Court.

2. **Commencing an Appeal.** Hearing Examiner decisions on Type I permit, Type II permit and/or Type III Landmark Commission decision appeals may be appealed to the King County Superior Court.

3. **The Hearing Examiner's decision on an appeal from the Applicable Department or Technical Committee on a Type I permit, Type II permit and/or Type III Landmark Commission decision appeal review is the final decision of the City and (except for Shoreline Conditional Use Permits and Shoreline Variances) may be appealed to the King County Superior Court as provided in RZC 21.76.060.R.**

4. Shoreline Substantial Development Permits and Shoreline Variances must be appealed to the Shoreline Hearings Board. See RZC 21.68.200.C.6.b and 21.68.200.C.6.c.

N. Appeals on Type III Reviews and from King County Landmark Commission Decisions.

1. Overview. Except for Shoreline Substantial Development Permits, Shoreline Conditional Use Permits, Shoreline Variances, and King County Landmark Commission decisions, reviews may be appealed to the King County Superior Court. All decisions of the Hearing Examiner may be appealed to the King County Superior Court.
 2. Commencing an Appeal. The decision of the Hearing Examiner is the final decision of the City and may be appealed to the King County Superior Court by filing a land use petition which meets the requirements set forth in RCW Chapter 36.70C. The petition for review must be filed and served upon all necessary parties as set forth in state law and within the 21-day time period as set forth in RCW 36.70C.040.
 3. The decision of the Redmond Landmarks and Heritage Commission or the King County Landmarks Commission listed above in (N)(1) and may be appealed to the Hearing Examiner by filing a land use petition which meets the requirements set forth in RCW 36.70C. The petition for review must be filed and served upon all necessary parties within the 21-day time period.
 4. Hearing Examiner decisions on a Type III review or the Redmond Landmarks and Heritage Commission or King Landmarks Commission on those matters specified in subsection (N)(1) is the final decision of the City and may be appealed to the King County Superior Court by filing a land use petition which meets the requirements set forth in RCW Chapter 36.70C. The petition for review must be filed and served upon all necessary parties as set forth in state law withing the 21-day time period as set forth in RCW 36.70C.040.
 5. Shoreline Conditional Use Permits, Shoreline Substantial Development Permits, and Shoreline Variances must be appealed to the Shoreline Hearings Board. See RZC 21.68.200.C.6.b and 21.68.200.C.6.c.
- O. City Council Decisions on Type IV Reviews.
1. Overview. The City Council considers all Hearing Examiner recommendations on Type IV permits in a closed record proceeding. Decisions of the City Council on Type IV permits may be appealed to the King County Superior Court as provided in RZC 21.76.060.R.
 2. City Council Decision.
 - a. The Administrator shall transmit to the City Council a copy of the department file on the application, including all written comments received prior to and during the open record hearing and information reviewed by or relied upon by the Hearing Examiner. The file shall also include information to verify that the requirements for notice to the public (Notice of Application, Notice of Public Hearing, and Notice of SEPA Determination) have been met.

- b. The City Council shall conduct a closed record proceeding. Notice of the closed record proceeding shall be provided as outlined within RZC 21.76.080.J, Notice of Closed Record Appeal Proceeding on Type IV and City Council Proceeding on Type VI Reviews. The City Council shall not accept new information, written or oral, on the application, but shall consider the following in deciding upon an application:
- i. The complete record developed before the Hearing Examiner; and
 - ii. The recommendation of the Hearing Examiner.
- c. The City Council shall either:
- i. Approve the application; or
 - ii. Approve the application with modifications; or
 - iii. Deny the application, based on findings of fact and conclusions derived from those facts which support the decision of the Council.
- d. Form of Decision. All City Council decisions on Type IV reviews shall be in writing. All decisions approving a Type IV application shall require passage of an ordinance. Decisions denying Type IV applications shall not require passage of an ordinance. Decisions on Type IV applications shall include:
- i. Findings and Conclusions. The City Council shall include findings of fact and conclusions derived from those facts which support the decision of the Council, including any conditions, in the decision on the application. The City Council may, by reference, adopt some or all of the findings and conclusions of the Hearing Examiner.
 - ii. Conditions. The City Council may, based on the record, include conditions in any ordinance approving or approving with modifications any conditional use permit, essential public facilities permit, or master planned development application in order to ensure conformance with the approval criteria specified in the code or process under which the application was made. For Zoning Map Amendments that are consistent with the Comprehensive Plan, conditions of approval shall not be included in the ordinance, but shall be included in a separate development agreement approved concurrently with the ordinance.
 - iii. Required Vote. The City Council shall adopt an ordinance which approves or approves with modifications the application by a majority vote of the membership of the City Council. Decisions to deny a Type IV application shall require a majority vote of those Council members present and voting.

iv. Notice of Decision. Notice of the City Council Decision shall be provided as outlined within RZC 21.76.080.G, Notice of Final Decision

P. City Council Decisions on Type V Reviews.

1. Overview. For Type V reviews, the City Council makes a final decision after receiving the recommendation of the Technical Committee and the recommendation of the Design Review Board (if required) and after holding an open record public hearing. The City Council's decision is appealable to the King County Superior Court as provided in RZC 21.76.060.R.

2. City Council Open Record Public Hearing.

a. Notice. Notice of the City Council's open record public hearing shall be given as provided in RZC 21.76.080.E.

b. Transmittal of File. The Administrator shall transmit to the City Council a copy of the department file on the application, including all written comments received prior to the City Council open record public hearing and information reviewed by or relied upon by the Administrator. The file shall also include information to verify that the requirements for notice to the public (Notice of Application, Notice of Public Hearing, and Notice of SEPA Determination) have been met.

c. Participation. Any person may participate in the City Council public hearing on the Technical Committee's recommendation by submitting written comments prior to the hearing or at the hearing by providing oral testimony and exhibits at the hearing. The Council shall create a complete record of the open record public hearing, including all exhibits introduced at the hearing and an electronic sound recording of the hearing.

3. City Council Decision.

a. Options. The City Council shall, at the open record public hearing, consider and take final action on each Type V application. The final action may take place in the same meeting as the public hearing. The City Council shall either:

- i. Approve the application; or
- ii. Approve the application with modifications or conditions; or
- iii. Deny the application.

b. Form of Decision. The City Council's decision shall be in writing and shall include the following:

- i. Findings and Conclusions. The City Council shall include findings of fact and conclusions derived from those facts which support the decision of the Council, including any conditions, in the decision approving the application or approving the application with modifications or conditions. The City Council may by reference adopt some or all of the findings and conclusions of the Technical Committee.
- ii. Conditions. The City Council may, based on the record, include conditions in any ordinance approving or approving with modifications an application in order to ensure conformance with the approval criteria specified in the code or process under which the application was made.
- iii. Notice of the Decision shall be provided as outlined within RZC Notice of the Decision shall be provided as outlined within RZC 21.76.080.G, Notice of Final Decision.

Q. City Council Decisions on Type VI Reviews.

1. Overview. The City Council shall consider and take action on all Planning Commission recommendations on Type VI reviews. The City Council may take action with or without holding its own public hearing. Any action of the City Council to adopt a Type VI proposal shall be by ordinance.
2. City Council Action.
 - a. Notice of City Council Proceeding. Notice shall be provided in accordance with RZC 21.76.080.J.
 - b. ~~Initial~~ Consideration by Council. The City Council shall consider at a public proceeding each recommendation transmitted by the Planning Commission. The Council may take one of the following actions:
 - i. Adopt an ordinance adopting the recommendation or adopt the recommendation with modifications; or
 - ii. Adopt a motion denying the proposal; or
 - iii. Refer the proposal back to the Planning Commission for further proceedings, in which case the City Council shall specify the time within which the Planning Commission shall report back to the City Council with a recommendation; or
 - iv. Decide to hold its own public hearing to take further public testimony on the proposal or in order to consider making a modification of the proposal that was not within the scope of the alternatives that could be reasonably foreseen from the notice of the Planning Commission public hearing provided under RZC 21.76.080.F.

c. Public Hearing and Decision. If the Council determines to hold its own public hearing, notice shall be provided; and the hearing shall be conducted in the same manner as was provided for the Planning Commission hearing on the proposal. After conducting the public hearing, the City Council shall render a final decision on the proposal as provided in subsection Q.2.b.i or Q.2.b.ii of this section.

R. Appeal of Council and Hearing Examiner Decisions on Types I - V Reviews to Superior Court. The decision of the decision maker listed in RZC 21.76.050.A for Type I - V permits or reviews is the final decision of the City and may be appealed to Superior Court by filing a land use petition which meets the requirements set forth in RCW Chapter 36.70C. No action to obtain judicial review may be commenced unless all rights of administrative appeal provided by the RZC or state law have been exhausted. Decision types which provide for no administrative appeal (Types III through VI) may be directly appealed to the King County Superior Court. The petition for review must be filed and served upon all necessary parties as set forth in state law and within the 21-day time period as set forth in RCW 36.70C.040.

S. Appeal of Council Decisions on Type VI Reviews to Growth Board. The action of the City Council on a Type VI proposal may be appealed together with any SEPA threshold determination by filing a petition with the Growth Management Hearings Board pursuant to the requirements set forth in RCW 36.70A.290. The petition must be filed within the 60-day time period set forth in RCW 36.70A.290(2).

T. Appeal of Shoreline Master Plan Amendments and Decisions. Appeal of Shoreline Master Plan amendments and decisions must be made to the Shoreline Hearings Board. (Ord. 2652; Ord. 2709; Ord. 2889; Ord. 2924; Ord. 3028)

21.76.070 Land Use Actions and Decision Criteria.

... (Administrative note: *The remaining portions of RZC 21.76 Review Procedures involves various amendments including those related to Redmond 2050 and to the City's Middle Housing package. No amendments are proposed within this portion by way of the amendment package herein, in order to avoid inadvertent repeals of other pending recommendations.*)

21.58.010 Purpose and Intent.

A. Purpose and Intent. The purpose of this section is to:

1. Establish design standards for site design, circulation, building design, and landscape design to guide preparation and review of all applicable development applications;
2. Ensure that development adheres to the desired form of community design in Redmond as expressed by goals, policies, plans, and regulations of the Redmond Comprehensive Plan and the Zoning Code;
3. Supplement land use regulations which encourage and promote public health and safety of the citizens of Redmond;
4. Promote sustainable development projects that will provide long-term community benefits and have a high environmental and visual quality;
5. Ensure that new buildings are of a character and scale that is appropriate to their use and to the site.
6. Encourage building variety while providing for designs that reflect the distinctive local character, the context of the site, and the community's historical character and natural features; and
7. Assist decision making by the Administrator, Technical Committee, ~~Design Review Board~~, Hearing Examiner, and City Council in the review of development applications.

21.58.020 Scope and Authority.

...< Administrative note: this portion involves amendments specific to Redmond 2050 and have been removed from this package to avoid inadvertent repeals.>

B. Authority. See RZC 21.76.020.E, Review Procedures, for Design Review.

C. Compliance with Design Standards. Decisions on applications requiring design review shall be made as follows:

1. The purpose statements for each design category in the Citywide design standards and for each zone in the Downtown design standards describe the goals of that particular part of the design standards.

2. Each design element has intent statements followed by design standards. Intent statements describe the City’s objectives for each design element and are the requirements that each project shall meet. The design criteria that follow the intent statements are ways to achieve the design intent. Each criterion is meant to indicate the preferred condition, and the criteria together provide a common theme that illustrates the intent statement. Graphics are also provided to clarify the concepts behind the intent statements and design criteria. If there is a discrepancy between the text and the illustrations, the text shall prevail.

3. All applications that require design review shall comply with the intent statements for each applicable design standard element and design zone.

4. If “shall” is used in the design criterion, all applications shall comply with that specific design criterion if it applies to the application unless the applicant demonstrates that an alternate design solution provides an equal or greater level of achieving the intent of the section and the purpose of the design category.

5. The applicant has the burden of proof and persuasion to demonstrate that the application complies with the intent statements.

6. The applicant shall demonstrate to the satisfaction of the decision maker that the application complies with the applicable intent statements and the design criteria that use the word “shall.”

7. If “should” is used in the design criterion, there is a general expectation that utilizing the criterion will assist in achieving the intent statement; however, there is a recognition that other solutions may be proposed that are equally effective in meeting the intent of the section.

8. Where the decision maker concludes that the application does not comply with the intent statements or the design criteria that use the word “shall,” the decision maker may condition approval based on compliance with some or all of the design criteria, or the decision maker may deny the application.

D. Conflicts with Site Requirements. These design standards supplement the development standards and site requirements of each zone. The design standards shall be implemented in a manner that allows developments of the type and scale set by the Comprehensive Plan and development regulations while achieving the design intents. Where the provisions of this section conflict with the provisions of the zone, the provisions of the zone shall control.

E. **Administrative Alternative** Design **Flexibility Compliance**.

1. Purpose: Allow **flexibility alternative compliance** in the application of Article III Design Standards in order to promote creativity in site and building design. Departures from the Design Standards shall still maintain the intent of the applicable standard.
2. Applicability: Proposals subject to ~~the Design Review Board's review authority RZC Article III Design Standards~~ can seek **Administrative Alternative** Design **Flexibility Compliance** from the ~~Design Review Board Technical Committee. The Design Review Board's decision on an Administrative Design Flexibility Request from the Design Standards in Article III shall have the effect of a recommendation to the applicable decision-making authority for the underlying permit. The Design Review Board shall have the effect of a final decision for building permits with no underlying land use approval.~~
3. Criteria: If the ~~Design Review Board Administrator or its assigned designees~~ makes a recommendation to vary the site requirements, it shall be based on the following:
 - a. The application of certain provisions of the Design Standards in Article III would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the underlying zone and of the design standards; and
 - b. Permitting a minor variation will not be materially detrimental to the public welfare or injurious to the property or improvements in the area; and
 - c. Permitting a minor variation will not be contrary to the objectives of the design standards; and
 - d. Permitting a minor variation in design better meets the goal and policies of the Comprehensive Plan and neighborhood goals and policies; and
 - e. Permitting a minor variation in design results in a superior design in terms of architecture, building materials, site design, landscaping, and open space; and
 - f. The minor variation protects the integrity of a historic landmark or the historic design subarea; and
 - g. Granting of the minor variation is consistent with the Shoreline Master Program, if applicable.
4. The applicant seeking **Administrative Alternative** Design **Flexibility Compliance** from the Design Standards in Article III must demonstrate, in writing, how the project meets the above listed criteria by providing:

- a. Measurable improvements, such as an increase in tree retention or installation of native vegetation, glazing, pedestrian and bicycle connectivity, and increase usable open space; and
- b. Objective improvements such as screening of vehicle entrances and driveways or mechanical equipment, reduction in impervious surface area, or retention of historic features; and
- c. Conceptual architectural sketches showing the project as code compliant and with proposed variation to site requirements, indicating the improvements gained by application of the **Administrative Alternative** Design **Flexibility Compliance**.

Chapter 21.78

DEFINITIONS

Development Services Center. The Development Services Center is located at Redmond City Hall. Resources such as applications, forms, and fee schedules are also available at the City of Redmond's webpage. Additional information may be obtained by contacting the Development Services Center in person and by telephone.

Must (or Shall). Refer to RMC 1.01.025 Definitions.

Nonresponsiveness. An applicant is not making demonstrable progress on providing additional requested information as a complete resubmittal to the city, or there is no ongoing communication from the applicant to the city on the applicant's ability or willingness to provide the additional information.

Project permit or project permit application. Any land use or environmental permit or license required from the City of Redmond for a project action, including but not limited to building permits, subdivisions, binding site plans, master planned developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan or subarea plan which do not require a comprehensive plan amendment, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in this subsection. (RCW 36.70B.020 and as hereafter amended)

Shall (or Must). Refer to RMC 1.01.025 Definitions.

Means a mandate; the action must be taken. (SMP)

RMC 4.23 ~~Design Review Board.~~ **REPEALED.**

~~4.23.010~~

~~Purpose.~~

~~The Design Review Board is created independent from the legislative and staff functions of the City. The purpose of the Design Review Board is to review land use permit applications and to make urban design decisions that will promote visual quality throughout the City in accord with the purposes and design criteria set forth in Redmond Zoning Code (RZC) Article III, Design Standards.~~

~~4.23.020~~

~~Authority and duties.~~

~~A. The Design Review Board shall review all applications as noted in RZC Chapter 21.76, Review Procedures.~~

~~B. The Design Review Board may create ad hoc committees for special studies. The Board and its members are to be free from the interference of individual City Council members, Planning Commission members, City officials or other persons.~~

~~C. The Design Review Board may conduct pre-application meetings or consultations with representatives of the Technical Committee.~~

~~4.23.030~~

~~Appointments and qualifications.~~

~~A. The Design Review Board shall consist of seven members who shall be appointed by the Mayor and confirmed by a majority vote of the City Council.~~

~~B. Notice of availability of a position on the Board shall be published in a local newspaper of general circulation in the City with said notice to be published no later than 30 days after the effective date of the availability or vacancy of the position. Interested persons may apply for the position by submitting their application and qualifications to the Mayor's Office. Applications shall be accepted for a period of~~

RZCRW Edits: Amendments per requirements of SB5290 and recommendations of HB1293.

~~30 days after the date of publication; provided, that this period may be extended by the Mayor if deemed necessary to obtain sufficient qualified candidates for appointment. Positions may be filled from the list of applicants. In the event there are no applicants or there are an insufficient number of applicants for the positions available, the Mayor may appoint persons to positions who are not otherwise on the list of applicants.~~

~~C. Five of the members of the Board shall be from the professions of architecture, landscape architecture, urban design or similar disciplines and need not be residents of the City of Redmond. The remaining two members of the Board shall be residents of Redmond and need not be members of the set forth professions.~~

~~4.23.040~~

~~Term of office.~~

~~The regular term of office for Design Review Board members shall be four years.~~

~~4.23.050~~

~~Vacancies.~~

~~Vacancies shall be filled in the same manner as initial appointments and members appointed to fill a vacancy shall serve for the duration of the unexpired term.~~

~~4.23.060~~

~~Removal.~~

~~Any member of the Design Review Board may be removed for inefficiency, neglect of duty or malfeasance. Removal proceedings may be initiated by the Mayor or the City Council and notice of any proposed removal shall be given to the Board member at least ten days prior to any City Council vote upon the removal. Within ten days of receipt of a notice of intended removal, the Board member may request a public hearing on the removal before the City Council. The Council shall conduct a public hearing, if requested. Upon completion of the hearing, or following the expiration of ten days from the notice date if no hearing is requested, the Council may take action on the removal. A two-thirds vote of the Council is required for removal. Notwithstanding the above, when a member misses three~~

RZCRW Edits: Amendments per requirements of SB5290 and recommendations of HB1293.

~~consecutive regular business meetings without being excused by majority vote of the Design Review Board, the member's position shall automatically become vacant and a successor shall be appointed.~~

~~4.23.070~~

~~Rules:~~

~~The Design Review Board shall adopt rules for the transaction of its business. The rules shall provide for but are not to be limited to the date, time, place and format of regular meetings. Provision shall be made for a record of proceedings, reports, studies, findings, conclusions and recommendations. Said rules shall provide for the election of a Chairman of the Board and Vice Chairman for a one-year term each. Said rules shall provide that the meetings of the Board shall be open to the public but that no special notice of the meetings need be given nor shall such meetings be public hearings although nothing shall prohibit the Board from soliciting explanations and additional input from the applicant or applicant's representatives and such other sources as the Board deems necessary to enable it to complete its review of the application. Rules of the Design Review Board shall be approved by the City Council and kept on file with the Planning Department.~~

~~4.23.080~~

~~Staff services:~~

~~The Director of Planning and Community Development shall be responsible for the general administration of the Design Review Board and may request staff services from other City departments.~~

~~4.23.090~~

~~Voting:~~

~~The decisions of the Design Review Board shall be made by a majority vote of the quorum present at the time of decision. A majority of the appointed members shall constitute a quorum for the transaction of business; provided, that at least four shall be required to constitute a quorum excluding any disqualifications. Action may be taken by a majority of those present when those present constitute a quorum at any regular or special meeting of the Design Review Board. Any number less than a quorum shall be authorized to convene a meeting at the time set and to adjourn, recess or continue a regular or special meeting to a date and time certain.~~

~~4.23.100~~

~~Conflict of interest.~~

~~Members of the Design Review Board shall disqualify themselves from sitting as a member of the Board and shall not otherwise participate on behalf of themselves or any applicant in any Design Review Board actions in which they have a financial interest. A financial interest shall be deemed to include, but not be limited to, a member's own interest or the interest of a client or employer.~~

RMC 4.33.020 Redmond Landmark Commission.

A. Redmond Landmark Commission. The Redmond Landmark Commission is created for purposes related to promoting, protecting, and incentivizing improvements to sites and structures of historic or archaeological significance.

B. Authority and Duties. The Redmond Landmark Commission shall have the duty and authority to **support the Regional Landmark Commission in the provision of its services including:**

1. Review Certificate of Appropriateness applications proposing to move, demolish or make additions or major alterations to historic landmarks and either approve in whole, approve with conditions, or deny such applications.
2. Review applications proposing removal of historic landmarks from the Redmond Heritage Resources Register and approve, approve with conditions, or deny the application based upon standards set forth in K.C.C. 20.62, as now exists and as hereafter amended.
3. Review and provide recommendations to the Redmond City Council regarding applications to the City's heritage restoration and preservation grant program.
4. Advise the Mayor and City Council on issues pertaining to historic and archaeological resources.

RMC 4.33.040 Appointment and composition.

A. Regional Landmarks Commission Special Member. ~~One special~~ **The member of the Redmond Landmark Commission** shall be appointed by the Mayor and confirmed by the Redmond City Council to serve on the Regional Landmarks Commission as a voting member on all matters relating to or affecting designation, ~~and~~ Certificate of Appropriateness, and incentives review for key historic landmarks listed in the King County interlocal agreement for preservation services.

B. Redmond Landmark Commission.

~~1. Appointment. The Redmond Design Review Board together with two special members shall be empowered to act as the City of Redmond Landmark Commission pursuant to other provisions of this chapter.~~

~~2. Special Members. Two special members shall be appointed by the Mayor and confirmed by the Redmond City Council to serve on the Redmond Landmark Commission. One shall be the member appointed by the Mayor and confirmed by the Redmond City Council to serve as the special member on the Regional Landmarks Commission. At least one of the two members shall be a resident of the City. At least one of the two members shall have professional expertise in historic preservation.~~

The commission shall be composed of one member who is a resident of Redmond, represents the general citizenry, and has an interest in and commitment to historic preservation.

4.33.080 Rules.

The Redmond Landmark Commission shall adopt rules for the transaction of its business. ~~The rules shall provide, but not be limited to, the date, time, place and format of regular meetings and hearings; a record of proceedings, reports, studies, findings, conclusions and recommendations; and election of a Commission Chair and Vice Chair to a one-year term each~~ in coordination with the Regional Landmarks Commission. The rules of the Redmond Landmark Commission shall be approved by the City Council and kept on file with the Planning Department.

4.33.110 Quorum and voting.

~~A. A majority of the appointed and qualified members of the Redmond Landmark Commission with at least one of the two special members present shall constitute a quorum for the transaction of business; provided, that at least five shall be required to constitute a quorum, excluding any disqualifications.~~

~~B. Any action taken by a majority of those present, when those present constitute a quorum, at any regular or special meeting of the Commission, shall be deemed and taken as the action of the Commission. Any number less than a quorum shall be authorized to convene a meeting at the time set and to adjourn, recess or continue a regular meeting, a special meeting, or a public hearing to a date and time certain. Quorum and voting involving the Regional Landmarks Commission shall be set forth in King County Code 20.62. Protection and Preservation of Landmarks, Landmark Sites and Districts, as the same now exists or as hereafter amended.~~

Administrative Note: the following amendment might require subsequent coordination with updates to the Redmond Building Code. It is provided here for reference.

RMC 15.22.060 Evaluation criteria for Class I and II Permits.

A. General, Structure Condition. A structure movement permit for Class I and II moves shall not be issued for an affected structure that meets any of the following conditions:

1. The affected structure is so constructed or in such condition as to constitute a danger of injury or death through collapse of the building, fire, defects, and electrical wiring or other substantial hazard to the individual(s) who occupy or enter said building after relocation;
2. The affected structure is infested with rats or other vermin, or the wood members of which are infested with rot, decay, or insects;
3. The affected structure is so unsanitary or filthy that it would constitute a hazard to health of the individual(s) who will occupy said affected structure after relocation, or if not intended for occupancy by humans, would make it unsuitable for its intended use;
4. The proposed use of the building is prohibited at the proposed destination site under the zoning or other land regulations of the City;

5. The affected structure or destination site does not conform to all applicable provisions of law or ordinance; and

6. The affected structure could not meet those codes that would allow it to be occupied.

B. General, Destination Site Condition. For a structure movement permit for Class I and II moves, the applicant shall demonstrate and comply with the requirement that the structure shall be able to be occupied within 90 days of the date of placement on the destination site; and any other conditions of approval or applicable provisions of code. A proposed site plan for the destination site includes appropriate landscaping and provisions to rehabilitate those areas of the site affected by the structure relocation. The site plan shall provide for adequate landscaping of a stature and quality that does not detract from the neighborhood. The landscaping and rehabilitation approved in the proposed site plan shall be completed within 120 days of occupancy.

C. General, Originating Site Condition. For structure movement permits for Class II and III moves, the applicant shall demonstrate and comply with the requirement that: A proposed site plan for the originating site includes appropriate landscaping and provisions to rehabilitate those areas of the site affected by the structure relocation. The site plan shall provide for adequate landscaping of a stature and quality that does not detract from the neighborhood and shall demonstrate how rehabilitation shall meet the requirements of RMC 15.22.090.F, Condition of Lot.

D. Nonresidential Uses. In addition to subsections A, B, and C of this section, for nonresidential uses the proposed use, structure, and site shall obtain all other City development approvals, including, but not limited to, design review ~~board~~ approval, site plan entitlement approval, and shoreline substantial development permit, before the City can issue a structure movement permit.

Amendments to the Redmond Municipal and Zoning Code for Conformance with State Legislation: Senate Bill 5290 and House Bill 1293 LAND-2024-00094/SEPA-2024-00100, updated following the September 10, for the October 1 Planning & Public Works COTW

Attachment 3A: City Council Issues Matrix

Issue	Discussion Notes	Status
Redmond Zoning Code ReWrite Phase 2 – Annual Cleanup and Maintenance to the RMC		
<p>1. Omission of the Design Review Board and Impacts (<i>City Council President Kritzer, Councilmember Salahuddin</i>)</p>	<p><u>City Council Discussion</u></p> <p>7/2: City Council President Kritzer requested additional information regarding the recommended omission of the Design Review Board including the anticipated outcomes of its omission and how the City will continue to provide robust design review. She also requested a comparison of alternatives for design review based on the requirements of HB-1293 including an overview of solutions implemented by other Washington cities.</p> <p>7/16: City Council President Kritzer and Councilmember Salahuddin asked for additional description of potential impacts that could result with the repeal of the Design Review Board including to the review of master sign permits. Councilmembers also requested clarification of the recommended changes including the following:</p> <ul style="list-style-type: none"> • How repealing the Board relates to the state mandates; • What is the average time for current design review, the estimated time of design review based on the recommended amendments, and the approximate cost of such time for applicants; and • Comparison of the design review process implemented by neighboring cities. <p><u>Staff Response/Recommendation</u></p> <p>7/16: Similar to design review of project sites and buildings, staff reviews project material for conformance with the respective code portions, including sign design, construction, and placement. Staff analysis along with key discussion points and questions are reflected in a memo to the Design Review Board. Repealing the Board would omit portion of this review process though would maintain staff’s review and analysis of the project material for conformance with the respective code portions. Staff’s recommendations would then be reflected in a decision memo for review and action by the authorized decision maker such as the Technical Committee.</p>	<p>Opened 7/2/2024, 7/16/2024</p> <p>Closed 9/10/2024</p>

Amendments to the Redmond Municipal and Zoning Code for Conformance with State Legislation: Senate Bill 5290 and House Bill 1293 LAND-2024-00094/SEPA-2024-00100, updated following the September 10, for the October 1 Planning & Public Works COTW
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	<p>For context, Bellevue, Issaquah, Sammamish, Renton, and Bothell conduct design review administratively. Kirkland uses a design review board but has not finalized its approach to complying with HB 1293 at this time. Seattle is in the midst of a three (3) year evaluation of its design review process but has not addressed how it will comply with HB 1293. Cities have until June 2025 to comply.</p> <p>7/2: The City established the Design Review Board (“DRB”) in 1981 (Ord. 1011). The composition of the DRB is specified in RMC 4.23.030: “Five of the members of the Board shall be from the professions of architecture, landscape architecture, urban design or similar disciplines and need not be residents of the City of Redmond. The remaining two members of the Board shall be residents of Redmond and need not be members of the set forth professions.” There is currently one vacancy on the DRB, and several members’ terms have expired, although they continue to serve. Recruiting new DRB members has been a challenge over the past two years, which is why some members are serving beyond the end of their terms. Ensuring a quorum for regular DRB meetings requires frequent administrative coordination.</p> <p>Local governments are not required by statute to use a DRB. It is strictly a local decision to use it as a component of the development review process. Many cities, particularly smaller cities, do not have any design standards or design review process. Some cities have adopted design standards that are reviewed administratively by staff. Other cities have established DRBs that are responsible for conducting design review based on adopted design standards.</p> <p>HB 1293 defines design review as a formally adopted local government process by which projects are reviewed for compliance with design standards for the type of use adopted through local ordinance. The bill requires that local governments apply design review through clear and objective development regulations governing the exterior design of new development. The bill also describes project review provisions to provide prompt, coordinated, and objective review. Design review must be conducted concurrently with</p>	

Amendments to the Redmond Municipal and Zoning Code for Conformance with State Legislation: Senate Bill 5290 and House Bill 1293 LAND-2024-00094/SEPA-2024-00100, updated following the September 10, for the October 1 Planning & Public Works COTW
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	<p>consolidated project review and may not include more than one public meeting. Local governments are required to adopt procedures to monitor and enforce permit decisions and conditions. The RZC design standards are in process of being amended to comply with these requirements. However, it is likely that maintaining the current DRB process will result in the City being out of conformance with project review timeframes set forth by the state for Type II administrative land use permits.</p> <p>A design review process works best when it is iterative. The initial meeting focuses on “big picture” design standards for issues such as site planning and building massing. Subsequent meetings become more detailed regarding more specific design standards such as building design, materials, color, transparency, streetscape, and landscaping. Because HB 1293 limits design review to a single public meeting, such an iterative process is not feasible unless the Design Review Board meetings are not public. This raises concerns regarding transparency and compliance with the Open Meetings Act, RCW 42.30.</p> <p>Because of the short turnaround to prepare this issues matrix, staff did not have adequate time to survey other cities regarding changes to their design review processes. Much of that work is still in process as cities advance zoning code amendments to comply with HB 1293 and SB 5290. We will include as much information as possible about this in our presentation at the July 17 Study Session.</p> <p>It is important to note that Planning staff is central to the existing design review process. The assigned planner reviews the design materials submitted by the applicant, works with the designer, prepares a detailed staff report addressing compliance with applicable design standards, and presents the report to the DRB. Planning staff will continue to conduct this review, but the recommendation on design compliance to the Technical Committee will come from staff instead of the DRB.</p>	

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Issue	Discussion Notes	Status						
	<p>To ensure high quality built environment outcomes of the development review process, an on-call design review consultant would be contracted through a request for qualifications process. Once the on-call contract was in place, Planning staff would contact the consultant when professional design services were required or requested for a land use application.</p>							
<p>2. Reimbursement Amount per SB-5290 (City Councilmember Nuevacamina)</p>	<p><u>City Council Discussion</u> 7/16: City Councilmember Nuevacamina requested additional information describing whether the refund formula would be streamlined in the permitting process or if it could create a barrier to efficient permit review.</p> <p>7/2: City Councilmember Nuevacamina asked for the amount, specified by SB-5290, that the City would be required to reimburse applicants in the event that state mandated timeframes for permit review were not met.</p> <p><u>Staff Response/Recommendation</u> 7/16: Staff do not anticipate barriers to efficiency based on the formula. However, technical modifications to the permitting system will be necessary to support the calculation and transaction. For example, SB-5290 allows cities to implement payment procedures that require 80 percent of the total permit cost in order for staff to begin review, followed by payment of any remaining fees in advance of receiving final approval. The city also currently has the ability to refund permit fees in accordance with other existing RZC provisions. Staff look forward to communicating about the status of subsequent improvements such as this.</p> <p>7/2: SB-5290 identifies three timeframes involving permit review:</p> <table border="1" data-bbox="674 1289 1482 1406"> <thead> <tr> <th data-bbox="674 1289 1003 1365">Timeframe for Final Decision (per 5290)</th> <th data-bbox="1003 1289 1230 1365">Public Notice Required</th> <th data-bbox="1230 1289 1482 1365">Public Hearing Required</th> </tr> </thead> <tbody> <tr> <td data-bbox="674 1365 1003 1406">65 days</td> <td data-bbox="1003 1365 1230 1406">No</td> <td data-bbox="1230 1365 1482 1406">No</td> </tr> </tbody> </table>	Timeframe for Final Decision (per 5290)	Public Notice Required	Public Hearing Required	65 days	No	No	<p>Opened 7/2/2024</p> <p>Closed 9/10/2024</p>
Timeframe for Final Decision (per 5290)	Public Notice Required	Public Hearing Required						
65 days	No	No						

Amendments to the Redmond Municipal and Zoning Code for Conformance with State Legislation: Senate Bill 5290 and House Bill 1293 LAND-2024-00094/SEPA-2024-00100, updated following the September 10, for the October 1 Planning & Public Works COTW
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Issue	Discussion Notes	Status												
	<table border="1" data-bbox="674 277 1482 362"> <tr> <td data-bbox="674 277 1003 321">100 days</td> <td data-bbox="1003 277 1230 321">Yes</td> <td data-bbox="1230 277 1482 321">No</td> </tr> <tr> <td data-bbox="674 321 1003 362">170 days</td> <td data-bbox="1003 321 1230 362">Yes</td> <td data-bbox="1230 321 1482 362">Yes</td> </tr> </table> <p data-bbox="464 407 1604 475">When the respective timeframe is not met, a portion of the permit must be refunded as follows:</p> <table border="1" data-bbox="653 480 1505 599"> <thead> <tr> <th data-bbox="653 480 1194 521">Percent of Original Timeframe Passed</th> <th data-bbox="1194 480 1505 521">Amount of Refund</th> </tr> </thead> <tbody> <tr> <td data-bbox="653 521 1194 561">Not exceeding 20 percent</td> <td data-bbox="1194 521 1505 561">10 percent</td> </tr> <tr> <td data-bbox="653 561 1194 599">Exceeding 20 percent</td> <td data-bbox="1194 561 1505 599">20 percent</td> </tr> </tbody> </table> <p data-bbox="464 646 1692 792">However, RCW 36.70B.160(1) as listed below, features a list of optional provisions that cities may adopt and implement, thereby insulating the city from the refund requirements when the timeframes are not met. Staff, with the support of our Process/Performance Improvement consultant, are evaluating these optional provisions and streamlining measures.</p> <p data-bbox="562 800 1692 906">RCW 36.70B.160 includes that local government is encouraged to adopt further project review and code provisions to provide prompt, coordinated review and ensure accountability to applicants and the public by:</p> <ul style="list-style-type: none"> <li data-bbox="657 914 1598 987">(a) Expediting review for project permit applications for projects that are consistent with adopted development regulations; <li data-bbox="657 995 1686 1295">(b) Imposing reasonable fees, consistent with RCW 82.02.020, on applicants for permits or other governmental approvals to cover the cost to the city, town, county, or other municipal corporation of processing applications, inspecting and reviewing plans, or preparing detailed statements required by chapter 43.21C RCW. The fees imposed may not include a fee for the cost of processing administrative appeals. Nothing in this subsection limits the ability of a county or city to impose a fee for the processing of administrative appeals as 18 otherwise authorized by law; <li data-bbox="657 1304 1623 1373">(c) Entering into an interlocal agreement with another jurisdiction to share permitting staff and resources; 	100 days	Yes	No	170 days	Yes	Yes	Percent of Original Timeframe Passed	Amount of Refund	Not exceeding 20 percent	10 percent	Exceeding 20 percent	20 percent	
100 days	Yes	No												
170 days	Yes	Yes												
Percent of Original Timeframe Passed	Amount of Refund													
Not exceeding 20 percent	10 percent													
Exceeding 20 percent	20 percent													

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Issue	Discussion Notes	Status
	<p>(d) Maintaining and budgeting for on-call permitting assistance for when permit volumes or staffing levels change rapidly;</p> <p>(e) Having new positions budgeted that are contingent on increased permit revenue;</p> <p>(f) Adopting development regulations which only require public hearings for permit applications that are required to have a public hearing by statute;</p> <p>(g) Adopting development regulations which make preapplication meetings optional rather than a requirement of permit application submittal;</p> <p>(h) Adopting development regulations which make housing types an outright permitted use in all zones where the housing type is permitted;</p> <p>(i) Adopting a program to allow for outside professionals with appropriate professional licenses to certify components of applications consistent with their license; or</p> <p>(j) Meeting with the applicant to attempt to resolve outstanding issues during the review process. The meeting must be scheduled within 14 days of a second request for corrections during permit review. If the meeting cannot resolve the issues and a local government proceeds with a third request for additional information or corrections, the local government must approve or deny the application upon receiving the additional information or corrections.</p>	

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<p>3. Communication Plan for Changes to Regulations (City Councilmember Salahuddin)</p>	<p><u>City Council Discussion</u> 7/16: City Councilmember Stuart asked whether the Design Review Board and Landmark Commission have been included in the communication of recommended changes to the Board and related code provisions. 7/2: City Councilmember Salahuddin requested description of the City’s communication plan when changes to regulations such as this are proposed and implemented.</p> <p><u>Staff Response/Recommendation</u> 7/16: At the City Council’s Sept. 10 study session, staff will provide a summary of the Design Review Board’s next scheduled discussion on this topic.</p> <p>Staff also discussed with and provided a comparison of services to the Landmark Commission. Their responses included:</p> <ul style="list-style-type: none"> • One Commissioner disagreed with changes to the Landmark Commission’s composition, noting their preference for expanding the historic preservation program and for the addition of dedicated staff. • The second Commissioner noted their understanding of the change and suggested clarifying that the Special Landmark Commissioner have professional historic preservation skills to adequately serve their designated role when representing the City. <p>Comparison of current Redmond Historic Preservation program services and King County’s Historic Preservation Program (KCHPP) service opportunities available via Interlocal Agreement (#4672) for Landmark Designation and Preservation Services.</p> <table border="1" data-bbox="516 1247 1692 1419"> <thead> <tr> <th data-bbox="516 1247 1094 1284">Redmond Historic Preservation Program</th> <th data-bbox="1094 1247 1692 1284">King County Historic Preservation Program</th> </tr> </thead> <tbody> <tr> <td data-bbox="516 1284 1094 1419">Appointment of a Special Commissioner: The City of Redmond appoints one special member to the 9-member King County Landmarks Commission.</td> <td data-bbox="1094 1284 1692 1419">Appointment of a Special Commissioner: The City of Redmond appoints one special member to the 9-member King County Landmarks</td> </tr> </tbody> </table>	Redmond Historic Preservation Program	King County Historic Preservation Program	Appointment of a Special Commissioner: The City of Redmond appoints one special member to the 9-member King County Landmarks Commission.	Appointment of a Special Commissioner: The City of Redmond appoints one special member to the 9-member King County Landmarks	<p>Opened 7/2/2024</p> <p>Closed 9/10/2024</p>
Redmond Historic Preservation Program	King County Historic Preservation Program					
Appointment of a Special Commissioner: The City of Redmond appoints one special member to the 9-member King County Landmarks Commission.	Appointment of a Special Commissioner: The City of Redmond appoints one special member to the 9-member King County Landmarks					

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			Commission, which then serves as Redmond’s 10-member local Design Review Board.	
		Periodic Participation by Redmond’s Special Commissioner: This special commissioner participates as a voting member in Landmarks Commission actions involving nomination and designation of landmark properties as well as proposed de-designation or demolition of landmarked properties.	Full Participation by Redmond’s Special Commissioner: This special commissioner participates as a voting member in all Landmarks Commission actions related to properties in Redmond and is invited to Design Review Committee meetings when Redmond-related applications are scheduled for review.	
		Preliminary Review of Applications: The Design Review Board meets twice monthly during which the Landmark Commission may meet. Preliminary review of applications may be requested only when the Design Review Board meets, as a quorum, for design review actions.	Preliminary Review of Applications: The Design Review Committee meets two weeks before every full Commission meeting to conduct preliminary reviews of Applications for Certificates of Appropriateness. This committee ensures compliance with the Secretary of the Interior’s Standards for Rehabilitation of Historic Buildings, provides feedback and guidance to applicants, and makes recommendations to the full Commission, facilitating an efficient review and approval process.	
		Action on Applications: The Landmarks Commission meets regarding proposed modification to landmarked properties only when the Design Review Board meeting, as a quorum, for design review actions.	Action on Applications: The Landmarks Commission meets monthly to consider and take action on Applications for Certificates of Appropriateness for alterations to landmark-designated properties.	
		Staffing Support by Trained Historic Preservation Professionals: Through the established interlocal agreement, the City may request assistance by the Landmarks Coordinator of the KCHPP for historic preservation activities. City staff and members of the Landmark Commission	Staffing Support by Trained Historic Preservation Professionals: The Landmarks Coordinator of the KCHPP provides staff support to the Landmarks Commission and its committees, including the Design Review Committee and Policy & Planning Committee. City staff and members of the Landmark	

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	<p>receive quarterly historic preservation training from KCHPP.</p> <p>Technical Assistance to Residents of Redmond: Through the established interlocal agreement, the City may review assistance from the KCHPP Landmarks Coordinator to support applicants in preparing complete applications for the Landmarks Commission and for technical assistance to owners of historic properties, designers, and contractors on historic preservation best practices.</p> <p>Certified Local Government: The City is under the KCHPP Certified Local Government (CLG) structure, involving 24 cities and towns via interlocal agreements and access to CLG grant* funds to support preservation projects. The City’s historic preservation needs could be considered by KCHPP during their annual application for grant funding.</p>	<p>Commission will continue to receive quarterly historic preservation training from KCHPP.</p> <p>Technical Assistance to Residents of Redmond: The Landmarks Coordinator assists applicants in preparing complete applications for the Landmarks Commission and provides technical assistance to owners of historic properties, designers, and contractors on historic preservation best practices.</p> <p>Certified Local Government: In addition, as the Certified Local Government (CLG) for each of the 24 cities and towns participating in King County’s regional preservation program via interlocal agreements, KCHPP has access to CLG grant* funds to support preservation projects. KCHPP typically applies for a grant to fund a special project each year.</p> <p><i>*CLG grants support projects such as surveys and inventories, preservation planning initiatives, context statements, and interpretation/historic plaque programs, with maximum awards typically under \$20,000. KCHPP would be delighted to work with the City of Redmond in preparing a CLG grant application to expand or update your Historic Property Inventory.</i></p>	
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For additional reference regarding the Redmond’s Historic Preservation program:

Historic Property Inventories that examined 409 properties:

Survey Date	Inventoried	Suggested Eligible for Historic Registers
1998	238	75
2005	200 (29 resurveyed from 1998)	51 (local) and 22 (national)

Redmond Heritage Register: 16 designated landmarks of which four are in city ownership. During last 10 years, the Landmark Commission reviewed **11 properties for Level II Certificates of Appropriateness:**

- 2014: State Bank (Homegrown), Stonehouse, Schoolhouse Bell, Haida House, Cleveland Streetscape, Bill Brown Building
- 2015: Anderson Park, State Bank (Molly Moon’s), Brown’s Garage, Anderson Park
- 2018: Perrigo House

Nine Level I Certificates of Appropriateness were processed administratively, by staff:

- 2015: Farrel-McWhirter
- 2016: Bill Brown Garage, Farrel-McWhirter
- 2017: Anderson Park, Bill Brown Garage
- 2018: Old Redmond Schoolhouse
- 2019: Old Redmond Schoolhouse, Anderson Park, Farrel-McWhirter

7/2: Amendments to the Redmond Zoning Code (RZC) are required to be communicated using techniques describe in RZC 21.76 Review Procedures. These include and are not limited to notification of the Planning Commission’s public hearing through publication in a newspaper and notification of the City Council’s potential action to established parties of record. In addition, staff maintains a list of interested parties regarding general amendments to the RZC.

Amendments to the Redmond Municipal and Zoning Code for Conformance with State Legislation: Senate Bill 5290 and House Bill 1293 LAND-2024-00094/SEPA-2024-00100, updated following the September 10, for the October 1 Planning & Public Works COTW
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	<p>This contact list is used for direct mailing of notices and for monthly awareness of project milestones such as Planning Commission and City Council review topics and meeting dates. Staff also communicates broadly through City enews regarding significant milestones and involvement events.</p> <p>Regarding the amendments for conformance with SB-5290 and HB-1293, staff is also communicating during Redmond 2050 events with developers and their legal advisors, architects and designers, and interested community members; meetings with the Master Builders Association of King and Snohomish Counties; and individual meetings with developers and designers. This communication approach will continue through 2025 in partnership with updates to the Downtown, Marymoor, and mixed-use zoning districts.</p>	
<p>4. Identification of Required Amendments per the State Legislation and Amendments Based on Planning Commission’s Recommendation (City Council Vice President Forsythe, City Councilmembers Stuart and Salahuddin)</p>	<p><u>City Council Discussion</u> 7/16: City Council Vice-President Forsythe and Councilmembers Stuart and Salahuddin requested a story of the solutions that are anticipated as a result of changes to development regulations and a side-by-side comparison on impacts based on the recommended changes to development regulations.</p> <p>7/2: City Council Vice-President Forsythe asked for identification of amendments that are for conformance with SB-5290 and HB-1293, those that are based on the Planning Commission’s recommendation, and those that are in addition to the state’s legislation.</p> <p><u>Staff Response/Recommendation</u> 7/16: The Planning Commission requested similar information. Staff incorporated additional analysis into the Legislative Comparison to Development Regulations and Process Improvement Plan to address Councilmembers’ questions.</p> <p>The Washington Department of Commerce also provides resources to assist cities, counties, and the community understand the new requirements: - Local Project Review webpage</p>	<p>Opened 7/2/2024</p> <p>Closed 9/10/2024</p>

Amendments to the Redmond Municipal and Zoning Code for Conformance with State Legislation: Senate Bill 5290 and House Bill 1293 LAND-2024-00094/SEPA-2024-00100, updated following the September 10, for the October 1 Planning & Public Works COTW

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	<ul style="list-style-type: none"> - SB-5290 Fact Sheet including key requirements - SB-5290 FAQ <p>7/2: This first phase of amendments based on SB-5290 and HB-1293 focus primarily on establishing code conformance with required portions of the legislation. The Legislative Comparison to Development Regulations and Process/Performance Improvement Plan matrix is provided as an attachment to the City Council’s meeting materials for July 16, 2024. This matrix identifies individual portions of the legislation and the primary and relevant portions of code for amendment. Optional provisions of the legislation are also noted in the matrix through are not recommended for codification during this phase. Subsequent phases comprising the Process/Performance Improvement Plan are also noted for comparison of current and pending work required by and related to the state legislation.</p> <p>Minor amendments are also included for accuracy, clarity, consistency including with Redmond 2050, timeliness, and to repeal dated portions of code. For example, the Pre-Review Entitlement Process (PREP), a project review approach, has been phased out and is reflected in the strike changes in section 21.76.020 Overview of the Development Process. Process Flow Charts have become outdated and are also recommended for removal. This will allow for their updates for consistency with legislation and the Process/Performance Improvement Plan. To ensure their timeliness, staff is recommending their restoration as support material maintained within the Development Services Center and available through the City’s webpage.</p> <p>The Planning Commission discussed the Technical Committee’s recommendations to the Redmond Zoning Code and commented on recommendations to the Redmond Municipal Code, though the Municipal Code is under the purview of the City Council, versus the Planning Commission. While the Commission discussed several aspects of the amendments and their relationship to the state legislation, the Commission did not recommend refinements to the Technical Committee’s recommendations.</p>	
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Attachment 3A: City Council Issues Matrix

<p>5. Amendments' Relationship to Process Improvement Plan and to Staff Capacity (<i>City Councilmember Stuart</i>)</p>	<p><u>City Council Discussion</u> 7/2: City Councilmember Stuart requested description of the relationship between the recommended amendments and the City's Process/Performance Improvement Plan. She also asked for additional information regarding impacts to staff's capacity to review applications for development.</p> <p><u>Staff Response/Recommendation</u> The recommended amendments for the City Council's review and action represent the first phase of work to address SB-5290. The majority of the amendments relate to the required actions for cities and counties to adopt and implement by January 1, 2025. The legislation includes other actions that require action and implementation within six months of the City's adoption of Redmond 2050 and actions that are optional such as to insulate the City from permit fee refund requirements. Amendments addressing these two forms of the legislation will be incorporated into Redmond 2050's code amendments and amendments based on the Process/Performance Improvement Plan's recommendations.</p> <p>The Process/Performance Improvement Plan includes goals to meet or exceed the recommended amendments in SB-5290. The Plan is considering the impacts of SB-5290's requirements and is anticipated to include recommendations for process streamlining that support the City's conformance. Additional information is provided in the Legislative Comparison to Development Regulations and Process/Performance Improvement Plan matrix, attachment to the City Council's July 16, 2024 meeting material.</p>	<p>Opened 7/2/2024</p> <p>Closed 9/10/2024</p>
<p>6. Designing for Climate Readiness (<i>City Councilmember Fields, City</i>)</p>	<p><u>City Council Discussion</u> Councilmember Fields and City Council President Kritzer asked what the focus and implementation approach are regarding future building design for climate resilience.</p> <p><u>Staff Response/Recommendation</u></p>	<p>Opened 7/16/2024</p> <p>Closed 9/10/2024</p>

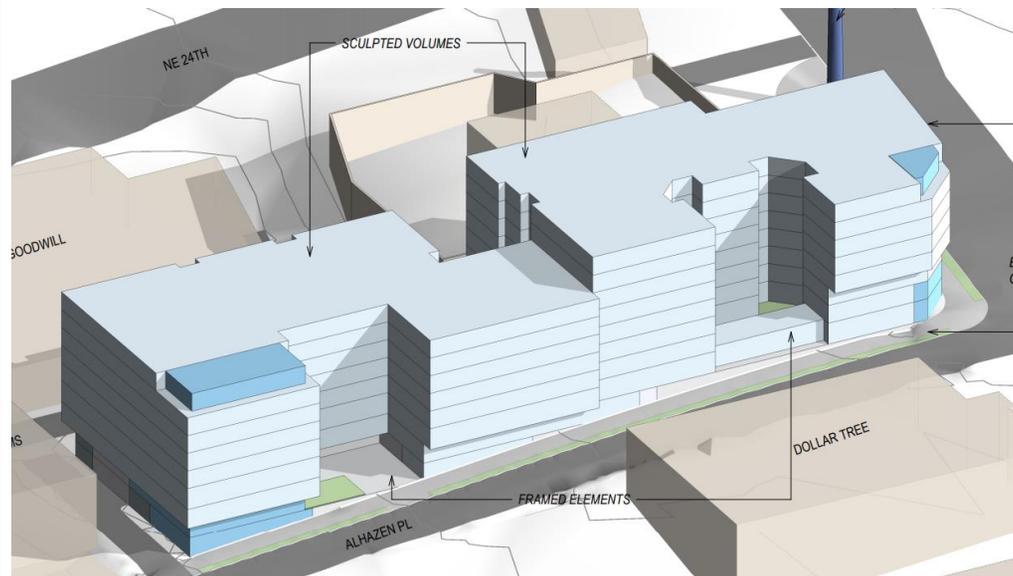
Amendments to the Redmond Municipal and Zoning Code for Conformance with State Legislation: Senate Bill 5290 and House Bill 1293 LAND-2024-00094/SEPA-2024-00100, updated following the September 10, for the October 1 Planning & Public Works COTW
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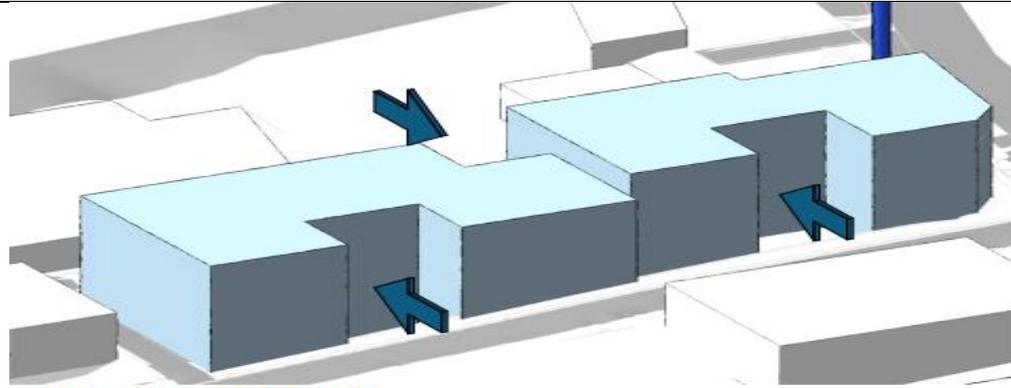
<p>Council President Kritzer)</p>	<p>Staff are remaining mindful of building design opportunities for climate resilience while employing the requirements of HB-1293 to update the Downtown design standards. These updated standards will also be used to inform subsequent updates to design standards for all of Redmond’s centers. For example, staff are considering the context and comfort of design in relation to various certifications, energy efficiency standards, passive forms of design, green infrastructure, and more (as identified in the 2022 Climate Vulnerability Assessment).</p> <p>HB-1293 mandates that “counties and cities planning under RCW 36.70A.040 may apply in any design review process only clear and objective development regulations governing the exterior design of new development.” The bill further defines that “clear and objective development regulation:</p> <p>(a) Must include one or more ascertainable guideline, standard, or criterion by which an applicant can determine whether a given building design is permissible under that development regulation; and</p> <p>(b) May not result in a reduction in density, height, bulk, or scale below the generally applicable development regulations for a development proposal in the applicable zone.”</p> <p>Therefore, staff are proposing including a purpose statement for each individual design aspect, including aspects that could address climate resilience. Staff anticipate these purpose statements supporting flexibility of form and design such as to include innovative materials and evolving energy systems. The purpose statement would also support staff’s review, particularly for consideration of alternative design treatments. For example, the current preliminary drafts include:</p> <ul style="list-style-type: none"> • Vegetated Treatments with a purpose of: <ul style="list-style-type: none"> ○ Reducing the appearance and mass of large walls; ○ Maintaining living vegetation in a meaningful and aesthetic way to complement building design; ○ Providing visual interest over the exterior of a building; ○ Supporting mitigation of blank wall expanses; ○ Supporting potential cooling and shading for the site and occupants; 	
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	<ul style="list-style-type: none"> ○ Including the potential to mitigate urban heat island effect; and/or ○ Providing the potential to provide habitat and habitat connections. ● Open Spaces with a purpose of: <ul style="list-style-type: none"> ○ Providing common space for building residents capable of supporting passive and active programming, as well as incorporating principles of resiliency into design; ○ Providing a useful outdoor space to residences; ○ Enhancing the quality of life for residents, workers, and visitors by promoting the creation of well-designed open spaces that serve as focal points for social interaction, recreation, and cultural activities; ○ Preserving and enhancing the character and identity of the downtown area while accommodating diverse needs and uses; ○ Balancing the functional requirements of open spaces with principles of aesthetics, environmental stewardship, and inclusivity; or ○ Ensuring that downtown open spaces contribute positively to the overall urban fabric and enrich the experience of urban living; <p>In addition, staff are considering standards that avoid precluding sustainable, resilient building forms and designs. For example, the colocation of solar energy and vegetated surfaces could fulfill energy requirements as well as open space and vegetated treatment standards within the same building portion while also avoiding impacts on the building density, height, bulk, and scale.</p>	
<p>7. Example Project and Building Design <i>(City Council Vice President Forsythe)</i></p>	<p><u>City Council Discussion</u> City Council Vice President Forsythe requested a brief description of the building design process based on an example project. She also asked how the recommended review process would result in good quality of the built environment.</p> <p><u>Staff Response/Recommendation</u> On average, any given project would need to go to the Design Review Board (DRB) about three to four times to achieve approval/recommendation from the Board. These projects range</p>	<p>Opened 7/16/2024</p> <p>Closed 9/10/2024</p>

from large single-user commercial projects (e.g. warehouses, vehicle maintenance facilities, research & development campus') to mixed-use multifamily developments. One example that is on average for how the design process functions is the Modera BelRed project. This project started with the DRB on October 6, 2022, and through several subsequent meetings, gained the DRB's approval on September 7, 2023.





Push and Pull

(Above: Example of 1st Round Submittal)

In most cases, projects start off with very basic block diagrams and/or massing studies to figure out the general shape of the building. At this point, applicants generally have not finalized materials, colors, programming of open spaces, or more finer details of the project. What both applicants and the DRB are concentrated on is the bulk and mass of the building to ensure that it is appropriate for the zone and generally conforms with design standards when it comes to bulk and mass. This is also an opportunity for the applicant to relay to the DRB the general direction the design is heading by providing to the DRB reference materials/images, which are generally images of other real-world buildings that they are pulling inspiration from.



COMMERCIAL INFLUENCE



1 Horizontal Textured Material 2 Metal Panel 3 Metal Panel 4 Storefront

RESIDENTIAL CHARACTER



5 Dark Brick 6 Wood-Look Material 7 Lap Siding 8 Warm Off-White

(Above: Examples of Design Submittal Materials for DRB review rounds 2&3)

The second meeting is generally when the first attempt at filling in details comes into place. It's generally at this meeting where more details are provided to the DRB in regards to materials, dimensions of architectural features, colors, landscaping, open spaces, and other design guideline requirements are provided. The third meeting is generally used to hone in on more granular refinement of things such as the materials and how the building may look like in the darker months.

	+	
<p>COMMERCIAL TECH BUILDINGS</p> <ul style="list-style-type: none"> • Horizontal Emphasis • Sleek Materials (Glass and Metal Panels) 		<p>RESIDENTIAL CHARACTER</p> <ul style="list-style-type: none"> • Pedestrian Scale Elements • Warm Colors • Natural and Textured Materials (Wood and Brick)
		
<p>Flush Panel Metal Siding - Aluminum Flush Panel Metal Siding Dark Bronze Aluminum Storefront Concrete</p>		<p>Face Brick, Econ/King Size (3.5" x 3.5" x 11.5") Wood Plank Vertical Siding and Soffits Fiber Cement Lap Siding and 5/16" Fiber Cement Panel</p>

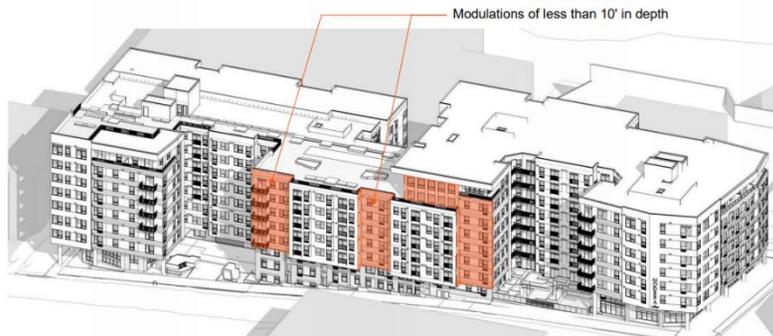
Administrative Design Flexibility 2

MODULATION
 RZC 21.62.030.E.2.c.iii.A

REQUIRED
 Building facades shall be stepped back or projected forward at one or more intervals to provide a minimum 25 percent modulation of the horizontal width of the structure. No building facade shall exceed 120 feet without modulation in the facade plane. The minimum depth of modulation is ten feet. Projections may begin on the third floor and may not extend into the right-of-way.

PROPOSED
 Allow for a reduction to a 5' minimum depth.

SUPPORT
 To maximize FAR, some of the building is projecting out over the Public Access Easement to the south. Increasing the change in plane to 10' would create a deeper overhang, affecting daylight access for the Urban Pathway and plantings below. Large courtyards divide the building into three distinct masses that are



(Above: Examples of Design Submittal Materials for Final Rounds)

The fourth/final review (if necessary) is needed to finalize building materials and colors, as well as review/analyze any alternative design flexibility (ADF) requests. Once the DRB is confident that the project meets or exceeds the design requirements and intents of the zone, the DRB will then either approve the project or forward a recommendation of approval to the final decision maker. These meetings are generally shorter by nature as most of the heavy lifting/review are done in previous meetings.

During the entirety of the design review process, staff provides a memo to the Design Review Board with every meeting that analyzes design related comprehensive plan policies, neighborhood context, any compatibility issues, design feature requirements and compliance, ADF requests, and recommendations on either next steps or areas of discussion. The applicant is responsible for providing review materials (architectural plans, contextual information, as well as 3D renderings) and a 7-minute maximum video overview of their project.

The DRB and design review process is an iterative exercise with each meeting/review building upon the last until a final code compliant design is achieved that meets both the applicant's and city's vision.



DRB Round 1



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Attachment 3A: City Council Issues Matrix

	Final Approved Design	
8. Technical Committee Composition (<i>City Councilmember Stuart</i>)	<p><u>City Council Discussion</u> City Councilmember Stuart asked whether the recommended amendments would result in a change to the composition of the city’s Technical Committee.</p> <p><u>Staff Response/Recommendation</u> The recommended amendments to the development regulations do not include changes to the composition of the city’s Technical Committee. The Committee’s current composition supports comprehensive, cross-departmental considerations and decision making through an efficient, “one-stop” process.</p>	<p>Opened 7/16/2024</p> <p>Closed 9/10/2024</p>
9. Design Review Related to 1% for the Arts (<i>City Council Vice President Forsythe</i>)	<p><u>City Council Discussion</u> City Council Vice President Forsythe asked whether repealing the Design Review Board had relevance to the 1% for the Arts or the Redmond Arts and Culture Commission (RACC).</p> <p><u>Staff Response/Recommendation</u> Staff does not anticipate impacts to the Percent for Arts program (ord. 1640). The ordinance identifies qualifying capital improvement projects to set aside a transfer to the Arts Activity Fund. The ordinance also describes the fund to include works of visual art and for the RACC to carry out the tasks and procedures consistent with arts policies, for the selection, placement, and conservation of the art works. Therefore, changes to the Design Review Board would not impact this established program. As part of staff’s review of development projects for their conformance with zoning regulations and design standards, art works would be deferred to the RACC for concurrent review.</p> <p>Also on Jan. 31, 2024, the Planning Commission completed its review and recommendation regarding a new chapter for the Redmond Zoning Code. New chapter 21.22 Public Art is under consideration by the City Council as part of the Redmond 2050 Phase 2 amendments to regulations. This chapter includes provisions that codify the authority for the RACC to make decisions regarding installation of public art as part of private development:</p>	<p>Opened 7/16/2024</p> <p>Closed 9/10/2024</p>

	<p>4. The final application and material shall undergo formal review including by the City of Redmond Arts and Culture Commission based on the following criteria:</p> <ul style="list-style-type: none"> a. Location Related Criteria <ul style="list-style-type: none"> i. Relationship to other existing artwork in vicinity or future artwork proposed in the Redmond Public Art Plan or projects underway ii. Appropriateness of artwork location. iii. Appropriateness of artwork scale to the proposed site iv. Appropriateness of artwork to other aspects of its surroundings v. Comply with any applicable neighborhood design guidelines b. Quality Related: <ul style="list-style-type: none"> i. Artist's credentials and recognition ii. Constructability of proposed artwork iii. Minimize public liability including, but not limited to Americans with Disabilities Act (ADA) requirements, iv. Durability and craftsmanship in fabrication and production quality v. Maintenance/conservation plan, including how to address vandalism <p>5. The applicant or representatives shall also present the submittal material at a City of Redmond Arts and Culture Commission meeting. The meeting shall occur no less than 15 days following the applicant’s submittal of the final land use application and materials.</p> <p>6. The City of Redmond Arts and Culture Commission shall issue its decision no later than seven days to the applicant.</p>	
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Attachment 3b: City Council Issues Matrix - New for the October 1 Planning & Public Works Committee of the Whole meeting

Updated Issues Matrix for October 1 Planning and Public Works Committee of the Whole		
1. Ad hoc Design Review Board <i>(City Councilmember Anderson)</i>	<p><u>City Council Discussion</u> City Councilmember Anderson asked whether an ad hoc Design Review Board (DRB) could be created in lieu of the board’s elimination.</p> <p><u>Staff Response/Recommendation</u> A permit review component that includes an ad hoc DRB would be inconsistent with state law, which is aimed at creating certainty and predictability. Materials presented to Council provide a framework for staff to draw upon the expertise from the design community when needed, consistent with the state law intent.</p>	Opened 9/10/2024
2. Code language allowing staff to secure consulting expertise on design. <i>(City Councilmembers Forsythe, Salahuddin, Anderson, and Kritzer)</i>	<p><u>City Council Discussion</u> City Council Vice President Forsythe asked staff to point to the code language that authorized third-party design consultation. Council President Kritzer and Councilmembers Salahuddin and Anderson joined in this request and asked staff to send a follow-up email to Council. That email was transmitted to Council on 9/16/2024 and no additional questions were received. The information provided to Council is restated below for ease of reference.</p> <p><u>Staff Response/Recommendation</u> The approach proposed by the Technical Committee for codification is located at RZC 21.76.020.E.3. Refer to Attachment 2.b.i: RZC 21.76 Review Procedures. An excerpt of the language is provided below for ease of reference:</p> <p>d. For projects reviewed by the Administrator that are not in compliance with the applicable design standards, the Administrator may refer the application to the Design Review Board a third-party design consultant for consultation.</p>	Opened 9/10/2024
3. Rationale for Technical	<p><u>Staff Recommendation</u> During the September 10 meeting, Director Helland summarized the Technical Committee rationale for repeal of the DRB process. That rationale is summarized below.</p>	Discussed 9/10/2024

Attachment 3b: City Council Issues Matrix - New for the October 1 Planning & Public Works Committee of the Whole meeting

<p>Committee Recommendation <i>(Summary from September 10 Study Session)</i></p>	<ol style="list-style-type: none"> 1. Consistency with HB 1293 and SB 5290 <ol style="list-style-type: none"> a. One Public Meeting Mandate – under the terms of HB 1293, no design review process can include more than one public meeting. Both the DRB meetings and neighborhood meetings constitute public meetings under the state definition. As a result, if DRB meetings are retained, neighborhood meetings held to accommodate community feedback would not be allowed. As proposed, the approach retains the ability to hold neighborhood meetings and allows for design consultation with professionals in a manner consistent with state law. b. Timeline Mandates – SB 5290 mandates the city comply with new timeline requirements to streamline development review. The staff time needed to prepare for each DRB meeting, reduces the time available for staff to review permit applications. Repeal of the DRB process will reallocate staff time from board support to permit review. 2. Diversity, Equity, and Inclusion (DEI) <ol style="list-style-type: none"> a. Community Strategic Plan – the proposal to eliminate the DRB is rooted in the DEI strategy of working “to identify and eliminate resolutions, policies, and procedures that have historical and current racist, prejudicial, biased, and discriminatory implications.” Design review boards and commissions were expressly created to police design as an exclusionary tactic. Just as we are eliminating zoning related systems that were created to exclude people, we are proposing to eliminate the DRB process consistent with the strategies contained within the DEI section of the Community Strategic Plan. b. Housing Action Plan – prioritizes process equity to support “inclusive, open, and fair access for all stakeholders to decision processes that impact community and operational outcomes. Process equity relies on all affected parties having access to and meaningful experience with civic and employee engagement and public participation.” By eliminating the DRB process, we will be able to retain neighborhood meetings with enhanced notification options aimed to optimized community feedback opportunities. 3. Reduction in Development Costs – the Housing Action Plan (HAP) calls for the City to “reduce the cost to develop housing through process improvements and increased regulatory predictability.” HAP Strategy 2. “Reducing the cost of construction can improve the financial feasibility to build housing with long-term affordability.” Since the pandemic, the DRB process has been a barrier to regulatory predictability. For instance, quorum has been difficult to secure, and vacancies are hard to fill. The tables below illustrate the DRB meeting schedule and associated cancelations since January 2023. 	
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Amendments to the Redmond Municipal and Zoning Code for Conformance with State Legislation: Senate Bill 5290 and House Bill 1293 LAND-2024-00094/SEPA-2024-00100

Attachment 3b: City Council Issues Matrix - New for the October 1 Planning & Public Works Committee of the Whole meeting

2023		
January 5	Canceled	Lack of quorum
January 12	Special Meeting	
January 19	Canceled	No items
February 2	Meeting	
February 16	Cancelled	Lack of quorum
February 23	Special Meeting	
March 2	Canceled	Lack of quorum
March 16	Canceled	Lack of quorum
March 23	Special Meeting	
April 6	Canceled	Lack of quorum
April 13	Special Meeting	
April 20	Meeting	
May 4	Canceled	Lack of quorum
May 11	Special Meeting	
May 18	Meeting	
June 1	Canceled	No items
June 15	Canceled	Lack of quorum
July 5	Special Meeting	
July 20	Canceled	Lack of quorum
August 3	Canceled	Lack of quorum
August 17	Canceled	Lack of quorum
August 21	Canceled – Special Meeting	Lack of quorum
September 7	Meeting	
September 21	Meeting	
October 5	Canceled	Lack of quorum
October 19	Canceled	Lack of quorum
November 2	Canceled	Lack of quorum
November 16	Canceled	Lack of quorum
December 7	Meeting	
December 21	Canceled	Lack of quorum

2024		
January 4	Canceled	Lack of quorum
January 18	Meeting	
February 1	Meeting	
February 15	Canceled	No items
March 7	Meeting	
March 21	Meeting	
April 4	Canceled	Lack of quorum
April 18	Meeting	
May 2	Meeting	
May 16	Meeting	
June 6	Meeting	
June 13	Special Meeting	
June 20	Canceled	Lack of quorum
July 4	Canceled	Holiday
July 18	Canceled	No items
August 1	Meeting	
August 15	Canceled	Lack of quorum
September 5	Meeting	
September 19	Meeting	

The DRB is scheduled to meet 24 times per year. During 2023, 16 meetings were canceled due to lack of quorum, which creates cost and unpredictability for applicants. Seven special meetings were needed, which creates unpredictability for staff and the community in addition

Attachment 3b: City Council Issues Matrix - New for the October 1 Planning & Public Works Committee of the Whole meeting

	<p>to applicants. Planning and Community Development staff are required to support the DRB. When Special Meetings need to be scheduled as replacements for canceled meetings, staff are called to work on evenings when the DRB does not traditionally meet. Staff do this to mitigate the cost of delay. However, this contributes to poor staff morale when they cannot predictably rely on DRB member attendance and are responsible for communicating schedule delays to applicants that were caused by factors out of their control. Last minute schedule changes also create problems for the community who try to attend the DRB meetings. In 2024, seven meetings have been canceled to-date, and one special meeting was required.</p> <p>The consequences of unpredictability are significant to the development community. The permit review process is delayed and costs for developers are increased when there are scheduling changes and meeting cancellations. Lack of a quorum in June caused the Plymouth Housing pre-application meeting with the DRB to be moved to a Special Meeting. Eliminating the DRB process was identified as an opportunity for increased efficiency. HAP Action 2.2. As required by SB 5290, the City is updating design standards as part of the regulatory response to Redmond 2050 to ensure they are objective. Objective standards create clarity for both developers and reviewers and will streamline development review while continuing to achieve superior design. HAP Action 2.3</p>	
<p>4. Cost associated with the DRB <i>(Comments received since September 10)</i></p>	<p><u>Council Discussion</u> During the September 10 Study Session, staff summarized the planning and administrative resource costs for the City to maintain the DRB and noted that if staff were relieved of the DRB support responsibilities, that capacity could be reallocated to permit review and compliance with new state timeline mandates. Since September 10, the City has received several emails documenting the cost of the DRB process on private development projects and what they have experienced during the process. Excerpts of those emails are provided below.</p> <p><u>Redmond Project One Comments:</u></p> <ul style="list-style-type: none"> • Our architect calculated that his firm’s direct cost was \$88,742. This does not include the time of the Trammell Crow and Nelson Legacy Group staff that participated in preparations and attended the meetings. I think a \$100,000 overall cost is a fair estimate. • It took us four meetings to get through the DRB over a six-month period: 	<p>Opened 9/10/2024</p>

Attachment 3b: City Council Issues Matrix - New for the October 1 Planning & Public Works Committee of the Whole meeting

	<ul style="list-style-type: none"> ○ 10-02-20 ○ 11-12-20 ○ 02-11-21 ○ 03-25-21 ● The six months was a consequence of full agendas, holidays, and cancelled meetings due to lack of quorum. ● The primary work of the DRB was completed at the first meeting. The following meetings all involved minor design tweaks to address the aesthetic sensibilities of individual members. For example: A primary discussion item at each of the three subsequent meetings was for the DRB to decide how far up the face of the rooftop parapet to extend the siding– stop at the base, in the middle, or at the top. Each DRB meeting required a digital flythrough video and several renderings. ● The DRB process became the critical path item which determined the completion date of our entitlement process. ● The DRB process always results in a cost overrun for the project budget. For the design team, it is always difficult to estimate the number of design review meetings that may be needed, and cost. Typically, the minimum number of meetings are estimated, which means any additional meetings are either born by the design-team or the owner. ● The DRB process inhibits creativity in design and results in look alike buildings. If additional meetings are required, it suggests that the design-team’s work may have been inadequate and creates stress between the owner and architect. This is especially the case when owners have not been through the process before. Architects find it awkward to explain why a competent and experienced design-team has been required to present again to the design review board. Therefore, this has the knock-on effect of inhibiting creativity and design excellence. The design review process does not encourage the design-team to explore and propose anything other than what can be approved with the minimum number of meetings with the DRB. ● I think there are legitimate concerns regarding the preparation, commitment, and competency of most DRBs. Boards have had to cancel meetings at the last minute due to a lack of a quorum, are not fully versed in the various requirements that projects must respond to, do not appreciate the needed coordination with other agencies such as traffic and utilities, and may not be sufficiently qualified and trained to objectively evaluate complex applications. 	
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Attachment 3b: City Council Issues Matrix - New for the October 1 Planning & Public Works Committee of the Whole meeting

	<p><u>Dairy Queen Remodel Comments:</u> My family and our company GEM own and manage the “big box” sections of Redmond Town Center and other commercial properties along Redmond Way: Creekside Crossing, Bank of America, Dairy Queen, etc. The DRB process is incredibly cumbersome and time consuming.</p> <p>What’s happened with the Dairy Queen building on Redmond Way is simply inexcusable. Our longtime tenant wishes to retire from this business he’s built over decades. The owner found a buyer that wishes to make changes to the paint and finish of the exterior, but no changes to the footprint or layout. His sale is contingent on the approval of these simple non-structural changes and has drug on for more than a year with DRB and other Planning Commission delays. His sale is already jeopardized and his retirement delayed as this process drags on and on. The planning department capriciously decided that these minor planned change of business name and signage, paint color, and minor changes to the exterior finish required full DRB review. This has already dragged on more than 10 months and the business owner is now being advised this process may well stretch into next year!</p> <p>This has been an awful experience for a longtime business owner and contributor to the City trying to move on with his life.</p> <p><u>Main Street Property Group Comments:</u> I wanted to reach out and provide back up for why our experience lends itself to not having a Design Review Board. We have dealt with DRBs in Kirkland, Redmond and other jurisdictions. We have also gone through Administrative Design Review in Citys like Woodinville and Issaquah. Our experience has been that Administrative Design Review results in objective feedback that generally aligns with City design guidelines or standards vs subjective comments on which color of grey is better. Most developers have very sophisticated design teams that have good taste and a plan for the aesthetic of a building. A DRB is simply of an opinion of what someone might think looks better. A couple examples:</p> <ol style="list-style-type: none"> 1. Moment Townhomes in Redmond. For our final DRB meeting (delay of 45 days from when we could have gotten approval) the Board wanted to see 3 different shades of grey paint so they could select which one they liked best). 2. Spark Redmond. Due to lack of quorum at 2 meetings our DRB approval was delayed by 45 days and that was only after we got special permission to get added to a very full agenda. The building we initially submitted was changed minimally by the DRB and not necessarily for the better. The DRB was hung up on a trellis on a private courtyard and design of murals that are art 	
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Amendments to the Redmond Municipal and Zoning Code for Conformance with State Legislation: Senate Bill 5290 and House Bill 1293 LAND-2024-00094/SEPA-2024-00100

Attachment 3b: City Council Issues Matrix - New for the October 1 Planning & Public Works Committee of the Whole meeting

	<p>and had not been fully designed. These were immaterial but required an additional meeting cost and delay.</p> <p>In today's market a 45 day delay could equate easily to \$100k on a 250 unit project. Additionally, often times the Board's comments result in adding higher cost material, adding design details on locations that are not (and will not ever be) visible. We believe that City Staff with an objective set of standards is well equipped to work through design issues with the Applicant team.</p>	
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Chapter 21.76
REVIEW PROCEDURES

Sections:

- 21.76.010 User Guide.
- 21.76.020 Overview of the Development Process.
- 21.76.030 Application Requirements.
- 21.76.040 Time Frames for Review.
- 21.76.050 Permit Types and Procedures.
- 21.76.060 Process Steps and Decision Makers.
- 21.76.070 Land Use Actions and Decision Criteria.
- 21.76.080 Notices.
- 21.76.090 Post-Approval Actions. (*Administrative note: this portion only, paragraphs A through D proposed as addendum to recommendation*)**
- 21.76.100 Miscellaneous.

21.76.090 Post-Approval Actions.

A. Purpose. The purpose of this chapter is to detail actions that a development applicant or the City may take after approval of the development application.

B. Commencement of Activity. ~~Except for Master Planned Development approvals, a~~ Approvals for Shoreline Substantial Development, Shoreline Conditional Use, and Shoreline Variance approvals, approval of a Type I, Type II, Type III, Type IV, and Type V permits are assumed valid unless overturned by an appeal decision. Project activity commenced prior to the end of any appeal period, or withdrawal of, or final decision on, an appeal, may continue at the sole risk of the applicant; provided, however, that:

1. Where the applicant begins project activity prior to the end of any applicable appeal period, site restoration performance assurance in an amount sufficient to restore the site to the predevelopment state shall be required.
2. Where the applicant begins or continues project activity after an appeal has been filed, only project activity that will be unaffected in any way by the outcome of the appeal will be allowed.
3. If the appeal concerns project activities that alter or affect a natural or undeveloped area, such activities shall not be allowed pending withdrawal of, or final decision on, the appeal.

4. If the appeal concerns project activities that alter or affect a historic landmark, such activities shall not be allowed pending withdrawal of, or final decision on, the appeal. If project activity has begun and is subsequently discontinued pending the withdrawal of or final decision on an appeal, then proper erosion control measures shall be maintained in accordance with the provisions of local, state, and federal law. Project infrastructure improvements in progress at this time shall be secured and shall be maintained in a safe condition pending withdrawal of, or final decision on, the appeal. For Shoreline Substantial Development Permit approvals, Shoreline Conditional Use Permit approvals, and Shoreline Variance approvals, see RZC 21.68, Shoreline Master Program.

C. ~~Termination of Approval of~~ **Expiration of Vested Status of** Type I, II, ~~and~~ III, **IV, and V Permits and Approvals.**

1. Type I, II, and III Permits and Approvals:

a. The vested status of a Type I, II, or III permit or approval will expire as provided in subsection C.2 of this section; provided, that:

i. Variances run with the land in perpetuity if recorded with the King County Recorder’s Office, or its successor agency, within 90 days following the final decision of the City;

ii. Preliminary plats are subject to expiration under the terms of RZC 21.74.030.E Preliminary Subdivision Procedures;

iii. Shoreline Substantial Development Permits, Shoreline Conditional Use Permits, and Shoreline Variances are subject to expiration under the terms of RZC 21.68.200.C.9 Termination of Approval; and

iv. When permit expiration timelines apply pursuant to the terms of Redmond Municipal Code Title 15 Buildings and Construction, the provisions of this Section C do not apply.

~~**2 b.** Approval of a Type I, II, or III application shall expire two years from the date approval was final unless: ~~–significant action proposed in the application has been physically commenced– and remains in progress. This expiration excludes preliminary plats subject to expiration under RZC 21.74.030.E.~~~~

1. A complete Building Permit application is filed before the end of the two-year term. In such cases, the vested status of the Type I, II, or III permit or approval shall be automatically extended for the time period during which the Building Permit application is pending prior to issuance; provided, that if the Building Permit application expires or is canceled pursuant to RZC 21.76.040 Time Frames for Review, RMC 15.08.050 Amendments to the International Building Code, the vested status of a Type I, II, or III permit or approval shall also expire or be canceled;

2. For short plats and binding site plans, the final plat or approved binding site plan is recorded;

3. For projects which do not require a Building Permit, the use allowed by the permit or approval has been established prior to the expiration of the vested status of the Type I, II, or III permit or approval and is not terminated by abandonment or otherwise;

4. When a Building Permit is issued, the vested status of a Type I, II, or III permit or approval shall be automatically extended for the life of the Building Permit. If the Building Permit expires or is revoked or canceled pursuant to RMC 15.08.050 or otherwise, then the vested status of a Type I, II, or III permit or approval shall also expire, or be revoked or canceled.

2.5. The period may be extended on a yearly basis. A single one year extension may be granted by the decision maker of the permit approval authority upon showing if the applicant documents proper justification and a good faith effort. Proper justification consists of one or more of the following conditions:

- a i. Economic hardship;
- b ii. Change of ownership;
- c iii. Unanticipated construction and/or site design problems;
- d iv. Other circumstances beyond the control of the applicant determined acceptable by the Technical Committee.

3-6. Once the time period and any extensions have expired, approval shall terminate; and the application is void and deemed withdrawn.

~~4. Shoreline Substantial Development Permits, Shoreline Conditional Use Permits, and Shoreline Variances. See RZC 21.68.200.C.9.~~

7. Type IV and V Permits and Approvals. Type IV and V permits and approvals are subject to expiration under the terms of the City Council Final Decision.

D. Administrative Modifications.

1. Purpose. The purpose of this section is to establish a procedure to allow modification to an approved project.

2. Scope. This section governs requests to modify any final approval on a project granted pursuant to this chapter of the RZC, excluding all approvals granted by passage of an ordinance or resolution of the City Council. For Shoreline Substantial Development Permits, Shoreline Conditional Use Permits, and Shoreline Variances, see RZC 21.68.200.C.8.

3. Procedure.

a. Applications that seek administrative modification that meet the criteria below shall follow the procedures established in RZC 21.76.050.G for a Type ~~II~~ permit process, ~~without the requirement for public notification~~

b. Applications that seek administrative modification for additional square footage shall follow the procedures established in RZC 21.76.050.G for a Type II permit process, without the requirement for public notice.

4. Decision Criteria.

a. The Administrator may determine that an addition or modification to a previously approved project or decision will require review as a new application rather than an administrative modification, if it exceeds the criteria in subsection D.4.b below.

i. If reviewed as a new application rather than an administrative modification, the modification shall be reviewed by the same body(ies) that reviewed the original application. If the application resulting in the approval which is the subject of the request for modification was reviewed by the Design Review Board, then the Board shall review the request and make its recommendations to the appropriate body. The criteria for approval of such a modification shall be those criteria governing original approval of the permit which is the subject of the proposed modification.

b. A proposed modification or addition will be decided as a Type I administrative modification, if the modification meets the following criteria:

- i. The modification requires upgraded fire access or fire suppression; or
- ii. No increase in the total square footage of structures to be developed is proposed; and
- iii. No new land use is proposed; All changes to land use(s) comply with the requirements of the underlying zone; and
- iv. No increase in density, number of dwelling units, or lots is proposed. All changes to the existing building and site comply with the requirements of the underlying zone; and
- iiiv. No changes in location or number of access points are proposed. All changes to the location or number of access points comply with applicable standards; and
- ivi. All modifications to landscaping and/or removal of trees comply with applicable standards. No reduction in the amount of landscaping is proposed; and
- vii. No reduction in the amount of parking is proposed. Any changes to the amount of parking comply with applicable standards; and
- viii. Any increase in height of structures complies with applicable standards. No increase in the total square footage of structures to be developed is proposed; and
- vii. No increase in height of structures is proposed to the extent that additional usable floor space will be added.

5. A modification that ~~does not~~ meets the criteria in subsection D.4.b.iii through D.4.b.viii of this section, but ~~does not add~~ increases the total square footage of existing structures by more than the lesser of 10 percent or 6,000 gross square ~~footage~~ feet, may be reviewed as an Type II administrative modification, ~~as approved by the Administrator~~ without the requirement for public notice.

6. A modification that increases the total square footage of existing structures by more than the lesser of 10 percent or 6,000 gross square shall be reviewed as a new Type II Site Plan Entitlement application.

SB-5290						
Bill pg #	Bill line #	Topic per RZC	Bill Excerpt	Primary Portion Amended and Relevant Code Portions	Relevant Process / Performance Improvement Plans	Additional Notes (Story)
2	5	Permits (TIs, etc) involving Building Code	<p>5 3) A local government must exclude project permits for interior alterations from site plan review, provided that the interior alterations do not result in the following:</p> <p>7(a) Additional sleeping quarters or bedrooms;</p> <p>8(b) Nonconformity with federal emergency management agency</p> <p>9substantial improvement thresholds; or</p> <p>10(c) Increase the total square footage or valuation of the</p> <p>11structure thereby requiring upgraded fire access or fire suppression</p> <p>12systems.</p> <p>13(4) Nothing in this section exempts interior alterations from</p> <p>14otherwise applicable building, plumbing, mechanical, or electrical</p> <p>15codes.</p>	<p>21.76.020 Overview of the Development Process</p> <p>21.76.010 User Guide</p> <p>21.76.090 Post-Approval Actions</p> <p>21.34.020 (Lighting) Applicability</p>		SB-5290 is not intended to modify the process or timeframes related to tenant improvements -- modifications to building interiors such as for new commercial/retail tenants. When these improvements involve more than just the interior. An application limited to modification or replacement of a sign appears to be within the scope of "interior alteration" unless other improvements such as to the site are involved.
2	16	Permits (TIs, etc) involving Building Code	<p>16(5) For purposes of this section, "interior alterations" include</p> <p>17construction activities that do not modify the existing site layout</p> <p>18or its current use and involve no exterior work adding to the</p> <p>19building footprint.</p>			
4	33	Definition	<p>(1) "Closed record appeal" means an administrative appeal on the</p> <p>34 record to a local government body or officer, including the</p> <p>35 legislative body, following an open record hearing on a project</p> <p>36 permit application when the appeal is on the record with no or</p> <p>37 limited new evidence or information allowed to be submitted and only</p> <p>38 appeal argument allowed.</p> <p>39 (2) "Local government" means a county, city, or town.</p>	21.78 Definitions		
5	1	Definition	<p>1 (3) "Open record hearing" means a hearing, conducted by a single</p> <p>2 hearing body or officer authorized by the local government to conduct</p> <p>3 such hearings, that creates the local government's record through</p> <p>4 testimony and submission of evidence and information, under</p> <p>5 procedures prescribed by the local government by ordinance or</p> <p>6 resolution. An open record hearing may be held prior to a local</p> <p>7 government's decision on a project permit to be known as an "open</p> <p>8 record predecision hearing." An open record hearing may be held on an</p> <p>9 appeal, to be known as an "open record appeal hearing," if no open</p> <p>10 record predecision hearing has been held on the project permit.</p>	21.78 Definitions		These two definitions provide clarification and are proposed for consistency via cross-references from RZC 21.76.
5	11	Definition	<p>11 (4) "Project permit" or "project permit application" means any land use or environmental permit or license required from a local</p> <p>12government for a project action, including but not limited to</p> <p>13((building permits,)) subdivisions, binding site plans, planned unit</p> <p>14developments, conditional uses, shoreline substantial development</p> <p>15permits, site plan review, permits or approvals required by critical</p> <p>16area ordinances, site-specific rezones ((authorized by a</p> <p>17comprehensive plan or subarea plan)) which do not require a</p> <p>18comprehensive plan amendment, but excluding the adoption or amendment</p> <p>19of a comprehensive plan, subarea plan, or development regulations</p> <p>20except as otherwise specifically included in this subsection.</p>	21.78 Definitions		This definition provides an important clarification for "project permit". It relates directly to Section 7 of the bill -- the scope of the required changes to streamline local governments' permit review procedures. While this definition is consistent with the city's existing protocols, a definition is proposed to be included in RZC 21.78, ensuring consistency with the state mandates and terminology and for consistency with neighboring local governments as well as King County.
5	1	Definition	<p>22 (5) "Public meeting" means an informal meeting, hearing,</p> <p>23 workshop, or other public gathering of people to obtain comments from</p> <p>24 the public or other agencies on a proposed project permit prior to</p> <p>25 the local government's decision. A public meeting may include, but is</p> <p>26 not limited to, a design review or architectural control board</p> <p>27 meeting, a special review district or community council meeting, or a</p> <p>28 scoping meeting on a draft environmental impact statement. A public</p> <p>29 meeting does not include an open record hearing. The proceedings at a</p> <p>30 public meeting may be recorded and a report or recommendation may be</p> <p>31 included in the local government's project permit application file.</p>	21.78 Definitions		This definition is not necessary for amendment to the RZC as it is currently defined and coordinates with relevant portions of the Comprehensive Plan and Zoning Code.

SB-5290						
Bill pg #	Bill line #	Topic per RZC	Bill Excerpt	Primary Portion Amended and Relevant Code Portions	Relevant Process / Performance Improvement Plans	Additional Notes (Story)
5	34	Time and Notice	(1)(a) Within ((twenty-eight)) 28 days after receiving a project permit application, a local government planning pursuant to RCW 36.70A.040 shall ((mail or)) provide ((in person)) a written determination to the applicant(, stating)).	21.76.040 Time Frames for Review 21.76.080 Notices		These clarifications, introduced by Section 6 of 5290, require modifications to the city's project permit application. The application must include procedural requirements the allow staff to determine application completeness or incompleteness. This is the first step involved in permit review, allowing the applicant to confirm that they have submitted all necessary materials for the project permit reviewers to review and provide specific response to the applicant regarding code conformance -- the step that follows in permit project review sequence.
5	38	Notice	37(b) The written determination must state either: 39(((a))) (i) That the application is complete; or (((b))) (ii) That the application is incomplete and that the procedural submission requirements of the local government have not been met. The determination shall outline what is necessary to make the application procedurally complete.			
6	5	Calendar Day	5(c) The number of days shall be calculated by counting every calendar day.			
6	7	Notice	7(d) To the extent known by the local government, the local government shall identify other agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application.		This section is included in the Process Improvement Plan. Working to streamline the City's current process of "Completeness Check" - the process of submitting "Incomplete" with the customer; and then Re-Reviewing once the Applicant resubmits.	
6	11	Completeness	11 (2) A project permit application is complete for purposes of this section when it meets the procedural submission requirements of the local government, as outlined on the project permit application. Additional information or studies may be required or project modifications may be undertaken subsequent to the procedural review of the application by the local government. The determination of completeness shall not preclude the local government from requesting additional information or studies either at the time of the notice of completeness or subsequently if new information is required or substantial changes in the proposed action occur. 22However, if the procedural submission requirements, as outlined on the project permit application have been provided, the need for additional information or studies may not preclude a completeness determination.	21.76.040 Time Frames for Review 21.76.030 Application Requirements		Project locations are unique and on occasion, additional information becomes necessary for the city to complete its review of a project permit application. This provision ensures the ability for the city to request the relevant, additional information.
6	27	Consolidation and Notice	27(3) The determination of completeness may include or be combined with the following ((as optional information)): 28 (a) A preliminary determination of those development regulations that will be used for project mitigation; 30 (b) A preliminary determination of consistency, as provided under RCW 36.70B.040; ((or)) 32 (c) Other information the local government chooses to include; or 33(d) The notice of application pursuant to the requirements in RCW 36.70B.110.			
6	36	Completeness and Time	36 (4)(a) An application shall be deemed procedurally complete on the 29th day after receiving a project permit application under this section if the local government does not provide a written determination to the applicant that the application is procedurally incomplete as provided in subsection (1)(b)(ii) of this section. When the local government does not provide a written determination, they may still seek additional information or studies as provided for in subsection (2) of this section. 3 (b) Within ((fourteen)) 14 days after an applicant has submitted to a local government additional information identified by the local government as being necessary for a complete application, the local government shall notify the applicant whether the application is complete or what additional information is necessary. 8(c) The notice of application shall be provided within 14 days after the determination of completeness pursuant to RCW 36.70B.110.			

SB-5290						
Bill pg #	Bill line #	Topic per RZC	Bill Excerpt	Primary Portion Amended and Relevant Code Portions	Relevant Process / Performance Improvement Plans	Additional Notes (Story)
	13	Development regulations establishing permit types, contents for completeness, timeframes, and procedures	<p>11 Sec. 7. RCW 36.70B.080 and 2004 c 191 s 2 are each amended to read as follows:12</p> <p>13 (1)(a) Development regulations adopted pursuant to RCW 36.70A.040</p> <p>14 must establish and implement time periods for local government</p> <p>15 actions for each type of project permit application and provide</p> <p>16 timely and predictable procedures to determine whether a completed</p> <p>17 project permit application meets the requirements of those</p> <p>18 development regulations. The time periods for local government</p> <p>19 actions for each type of complete project permit application or</p> <p>20 project type should not exceed those specified in this section.</p> <p>24 (b) For project permits submitted after January 1, 2025,</p> <p>25 the development regulations must, for each type of permit</p> <p>26 application, specify the contents of a completed project permit</p> <p>27 application necessary for the complete compliance with the time</p> <p>28 periods and procedures.</p>	Amendment per this requirement are listed above for update to 21.76.040 Time Frames for Review. Also relevant to updates in sections: 21.76.050 Permit Types and Procedures 21.76.060 Process Steps and Decision Criteria	<p>This section is included in the Process Improvement Plan. Our focus is ensuring internal processes are streamlined to ensure we meet the timeframe requirements.</p> <p>Our Process / Performance Improvement Plan is also working to continuously improve on these timeframes, so we are not just halting improvement</p>	Section 7 of 5290, revises the existing 120-day time period for project permit review, measured from the date an application is determined complete. The new default time periods listed in the Section 7 apply automatically if the local government does not adopt an ordinance setting or changing the time periods (by Jan. 1, 2025). The new time periods are described in more detail below.
7	29	Exclusions from permit types and timelines	<p>29 (c) A jurisdiction may exclude certain permit types and</p> <p>30 timelines for processing project permit applications as provided for</p> <p>31 in RCW 36.70B.140.</p>	No additional exclusions have been recommended during this first phase involving required amendments.		This provision allows local governments to propose permit types and timelines for exclusion from the new default time periods. The city does not currently propose any exemptions.
7	32	Completeness, Notice, and Time	<p>32 (d) The time periods for local government action to issue a final</p> <p>33 decision for each type of complete project permit application or</p> <p>34 project type subject to this chapter should not exceed the following</p> <p>35 time periods unless modified by the local government pursuant to this</p> <p>36 section or RCW 36.70B.140:</p> <p>37(i) For project permits which do not require public notice under</p> <p>37RCW 36.70B.110, a local government must issue a final decision within</p> <p>65 days of the determination of completeness under RCW 36.70B.070;</p>			This provision sets forth the time periods for specific permit review. The first permit type involves projects that will not require a public notice. These are simpler modifications to a building or site and per the City structure, are categorically exempt from review under the State Environmental Policy Act (SEPA). These are reviewed administratively such as for a right-of-way use permit, sign permit, tree removal permit, or a building permit.
8	1	Time and Notice	<p>(ii) For project permits which require public notice under RCW 136.70B.110, a local government must issue a final decision within 100 days of the determination of completeness under RCW 36.70B.070;</p>			
8	4	Completeness	<p>4(iii) For project permits which require public notice under RCW 36.70B.110 and a public hearing, a local government must issue a</p> <p>5final decision within 170 days of the determination of completeness</p> <p>6under RCW 36.70B</p>		<p>This section is included in the Process Improvement Plan. Our focus is ensuring internal processes are streamlined to ensure we meet the timeframe requirements.</p>	<p>This next permit type involves a public notice and are more complex in their scope than the type above. In this case, the Technical Committee provides the final decision on the project. Neighborhood meetings are also required for some of the permits within this category. Examples of these permits include a binding site plan, short plat, and site plan entitlement.</p> <p>The final permit type is the most complex of land use actions and includes both public notice and a public hearing. The Hearing Examiner or the City Council provides final decision. Neighborhood meetings are also required for some of the permits within this category. Examples of these permits include alteration of geologic hazard areas, conditional use permits, shoreline variance, master planned development, and essential public facility.</p>

SB-5290						
Bill pg #	Bill line #	Topic per RZC	Bill Excerpt	Primary Portion Amended and Relevant Code Portions	Relevant Process / Performance Improvement Plans	Additional Notes (Story)
8	22	Completeness and Time	22 (g) The number of days an application is in review with the 23 county or city shall be calculated from the day completeness is 24 determined under RCW 36.70B.070 to the date a final decision is 25 issued on the project permit application. The number of days shall be 26 calculated by counting every calendar day and excluding the following 27 time periods: 28 (i) Any period between the day that the county or city has 29 notified the applicant, in writing, that additional information is 30 required to further process the application and the day when 31 responsive information is resubmitted by the applicant; 32 (ii) Any period after an applicant informs the local government, 33 in writing, that they would like to temporarily suspend review of the 34 project permit application until the time that the applicant notifies 35 the local government, in writing, that they would like to resume the 36 application. A local government may set conditions for the temporary 37 suspension of a permit application; and 38 (iii) Any period after an administrative appeal is filed until 39 the administrative appeal is resolved and any additional time period 40 provided by the administrative appeal has expired.	21.76.040 Time Frames for Review	Our Process / Performance Improvement Plan is also working to continuously improve on these timeframes, so we are not just halting improvement once we meet the Senate Bill 5290 limits.	
9	1	Time	1 (h) The time periods for a local government to process a permit 2 shall start over if an applicant proposes a change in use that adds 3 or removes commercial or residential elements from the original 4 application that would make the application fail to meet the 5 determination of procedural completeness for the new use, as required 6 by the local government under RCW 36.70B.070.		This section is included in the Process Improvement Plan. Our focus is ensuring internal processes are streamlined to ensure we meet the timeframe requirements.	
9	7	Time	7 (i) If, at any time, an applicant informs the local government, 8 in writing, that the applicant would like to temporarily suspend the 9 review of the project for more than 60 days, or if an applicant is 10 not responsive for more than 60 consecutive days after the county or 11 city has notified the applicant, in writing, that additional 12 information is required to further process the application, an 13 additional 30 days may be added to the time periods for local 14 government action to issue a final decision for each type of project 15 permit that is subject to this chapter. Any written notice from the 16 local government to the applicant that additional information is 17 required to further process the application must include a notice 18 that nonresponsiveness for 60 consecutive days may result in 30 days 19 being added to the time for review. For the purposes of this 20 subsection, "nonresponsiveness" means that an applicant is not making 21 demonstrable progress on providing additional requested information 22 to the local government, or that there is no ongoing communication 23 from the applicant to the local government on the applicant's ability 24 or willingness to provide the additional information.	21.76.040 Time Frames for Review 21.78 Definitions	Our Process / Performance Improvement Plan is also working to continuously improve on these timeframes, so we are not just halting improvement once we meet the Senate Bill 5290 limits.	These provisions provide additional clarification to the way local governments calculate review time including the time during which the applicant is providing additional information or updating their submittal documents.

SB-5290						
Bill pg #	Bill line #	Topic per RZC	Bill Excerpt	Primary Portion Amended and Relevant Code Portions	Relevant Process / Performance Improvement Plans	Additional Notes (Story)
9	32	Fees	<p>32 (l)(i) When permit time periods provided for in (d) of this subsection, as may be amended by a local government, and as may be extended as provided for in (i) of this subsection, are not met, a portion of the permit fee must be refunded to the applicant as provided in this subsection. A local government may provide for the collection of only 80 percent of a permit fee initially, and for the collection of the remaining balance if the permitting time periods are met. The portion of the fee refunded for missing time periods shall be:</p> <p>1 (A) 10 percent if the final decision of the project permit application was made after the applicable deadline but the period from the passage of the deadline to the time of issuance of the final decision did not exceed 20 percent of the original time period; or</p> <p>5 (B) 20 percent if the period from the passage of the deadline to the time of the issuance of the final decision exceeded 20 percent of the original time period.</p> <p>8 (ii) Except as provided in RCW 36.70B.160, the provisions in subsection (l)(i) of this section are not applicable to cities and counties which have implemented at least three of the options in RCW 36.70B.160(1) (a) through (j) at the time an application is deemed procedurally complete.</p>	This requirement has not been recommended for amendment during this first phase establishing required elements of the SB-5290. Please refer to the Process Improvement Plan, described in the column to the right.	This section is included in the Process Improvement Plan. We are working to ensure we have the technical ability to manage this change in how fees are collected, while also working to streamline processes so we avoid the need to refund.	This portion of Section 7 addresses the permit fee and related refund. A refund 10-20% of the permit fee is required, if the new time periods described above are not met. This portion of the bill also allows a local government to only collect 80% of a permit fee upon application, and the remainder only if time periods are met.
13	3	Encouraged, varies	<p>(1) Each local government is encouraged to adopt further project review and code provisions to provide prompt, coordinated review and ensure accountability to applicants and the public by:</p> <p>9 (a) Expediting review for project permit applications for projects that are consistent with adopted development regulations;</p> <p>11 (b) Imposing reasonable fees, consistent with RCW 82.02.020, on applicants for permits or other governmental approvals to cover the cost to the city, town, county, or other municipal corporation of processing applications, inspecting and reviewing plans, or preparing detailed statements required by chapter 43.21C RCW. The fees imposed may not include a fee for the cost of processing administrative appeals. Nothing in this subsection limits the ability of a county or city to impose a fee for the processing of administrative appeals as otherwise authorized by law;</p>	This optional section has not been recommended for amendment during this first phase establishing required elements of the SB-5290. Please refer to the Process Improvement Plan, described in the column to the right.	This section is included in the Process Improvement Plan. We are making good progress toward completing three (3) of these options before the end of 2024 - enabling the City of Redmond to gain the allowed fine exemptions.	
13	20	Encouraged, varies	<p>20 (c) Entering into an interlocal agreement with another jurisdiction to share permitting staff and resources;</p>			
13	22	Encouraged, varies	<p>22 (d) Maintaining and budgeting for on-call permitting assistance for when permit volumes or staffing levels change rapidly;</p>			
13	24	Encouraged, varies	<p>24 (e) Having new positions budgeted that are contingent on increased permit revenue;</p>			
13	26	Encouraged, varies	<p>26 (f) Adopting development regulations which only require public hearings for permit applications that are required to have a public hearing by statute;</p>			
13	29	Encouraged, varies	<p>29 (g) Adopting development regulations which make preapplication meetings optional rather than a requirement of permit application submittal;</p>			
13	32	Encouraged, varies	<p>32 (h) Adopting development regulations which make housing types an outright permitted use in all zones where the housing type is permitted;</p>			
13	35	Encouraged, varies	<p>35 (i) Adopting a program to allow for outside professionals with appropriate professional licenses to certify components of applications consistent with their license; or</p>			

SB-5290						
Bill pg #	Bill line #	Topic per RZC	Bill Excerpt	Primary Portion Amended and Relevant Code Portions	Relevant Process / Performance Improvement Plans	Additional Notes (Story)
13	38	Encouraged, varies	38 (j) Meeting with the applicant to attempt to resolve outstanding 39 issues during the review process. The meeting must be scheduled 40 within 14 days of a second request for corrections during permit 1 review. If the meeting cannot resolve the issues and a local 2 government proceeds with a third request for additional information 3 or corrections, the local government must approve or deny the 4 application upon receiving the additional information or corrections.			Additional provisions are optional and through the adoption of three or more of these streamlining efforts, allows a local governments to bypass the refund provision listed above. These provisions are being analyzed for any possible implementation in coordination with the Process Improvement Plan.
HB-1293						
Bill pg #	Bill line #	Topic per RZC	Bill Excerpt	Primary Portion Amended and Relevant Code Portions	Relevant Process / Performance Improvement Plans	Additional Notes (Story)
1	6	Design review	(1) For purposes of this section, "design review" means a 6 formally adopted local government process by which projects are 7 reviewed for compliance with design standards for the type of use 8 adopted through local ordinance	21.76.020 Overview of the Development Process RMC 4.23 Design Review Board		Provides a formal definition of design review. No amendment is proposed as design review is currently defined in RZC 21.58 Introduction.
1	10	Development regulations	(2) Except as provided in subsection (3) of this section, 10 counties and cities planning under RCW 36.70A.040 may apply in any 11 design review process only clear and objective development 12 regulations governing the exterior design of new development. For 13 purposes of this section, a clear and objective development 14 regulation: 15 (a) Must include one or more ascertainable guideline, standard, 16 or criterion by which an applicant can determine whether a given 17 building design is permissible under that development regulation; and 18 (b) May not result in a reduction in density, height, bulk, or 19 scale below the generally applicable development regulations for a 20 development proposal in the applicable zone.	In progress with update to Downtown Design Standards, to also inform Centers design standards. Anticipated City Council review in Q1 2025.		This provision sets forth the clear and objective design standard lens through which staff are proposing amendments to urban and citywide design standards. Work is underway and anticipated for City Council's review in late 2025.
2	1	Landmarks and historic districts	(3) The provisions of subsection (2) of this section do not apply 1 to development regulations that apply only to designated landmarks or 2 historic districts established under a local preservation ordinance	21.76.020 Overview of the Development Process		Buildings and sites that have been designated as historic landmarks are exempt from the provisions of this bill. Sixteen buildings/sites have been designed within Redmond.
2	4	Concurrent review	(4) Any design review process must be conducted concurrently, or 4 otherwise logically integrated, with the consolidated review and 5 decision process for project permits set forth in RCW 36.70B.120(3), 6 and no design review process may include more than one public 7 meeting	21.76.020 Overview of the Development Process RMC 4.23 Design Review Board	Concurrent review procedures are being addressed with the Process Improvement Plan described above.	This provision mirrors the same provisions of 5290 for concurrent project and design review for efficiency and permit streamlining.
2	9	Adoption	A county or city must comply with the requirements of this 9 section beginning six months after its next periodic comprehensive 10 plan update required under RCW 36.70A.130	Operational requirement that is not recommended for codification.		While concurrence with 1293 is not required until six months after the periodic comprehensive plan update (Redmond 2050), bill 1293 has direct relevance to the requirements of 5290 and therefore is proposed to be considered by the City Council concurrently.
2	14	Coordinated with Middle Housing Amendments	(1) Each local government is encouraged to adopt further project 14 review provisions to provide prompt, coordinated, and objective 15 review and ensure accountability to applicants and the public, 16 including expedited review for project permit applications for 17 projects that are consistent with adopted development regulations or 18 that include dwelling units that are affordable to low-income or 19 moderate-income households and within the capacity of systemwide 20 infrastructure improvements.	Coordinated with Middle Housing Amendments	Similarly, this provision also relates to the Process Improvement Plan described above.	This provision relates to Middle Housing amendments and is not proposed as part of this series.

SB-5290						
Bill pg #	Bill line #	Topic per RZC	Bill Excerpt	Primary Portion Amended and Relevant Code Portions	Relevant Process / Performance Improvement Plans	Additional Notes (Story)
2 and 3	31	Coordinated with Middle Housing Amendments	<p>(5) For the purposes of this section: 31 (a) A dwelling unit is affordable if it requires payment of 32 monthly housing costs, including utilities other than telephone, of 33 no more than 30 percent of the family's income. 34 (b) "Dwelling unit" means a residential living unit that provides 35 complete independent living facilities for one or more persons and 36 that includes permanent provisions for living, sleeping, eating, 37 cooking, and sanitation, and that is sold or rented separately from 38 other dwelling units.</p> <p>1 unrelated persons living together whose adjusted income is less than 2 80 percent of the median family income, adjusted for household size, 3 for the county where the household is located, as reported by the 4 United States department of housing and urban development, or less 5 than 80 percent of the city's median income if the project is located 6 in the city, the city has median income of more than 20 percent above 7 the county median income, and the city has adopted an alternative 8 local median income. 9 (d) "Moderate-income household" means a single person, family, or 10 unrelated persons living together whose adjusted income is at or 11 below 120 percent of the median household income, adjusted for 12 household size, for the county where the household is located, as 13 reported by the United States department of housing and urban 14 development, or less than 120 percent of the city's median income if 15 the project is located in the city, the city has median income of 16 more than 20 percent above the county median income, and the city has 17 adopted an alternative local median income.</p>	Coordinated with Middle Housing Amendments		This provision relates to Middle Housing amendments and is not proposed as part of this series.

Amendments to Redmond Municipal and Zoning Code for Conformance with State Legislation: Senate Bill 5290 and House Bill 1293

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September 10 , 2024

Kimberly Dietz, Principal Planner

Tim McHarg, Principal Planner

David Lee, Current Development and Implementation Manager

Jason Lynch, Deputy Director



Issue 1.

Repeal of the Design Review Board (DRB) and Impacts

(Council President Kritzer,
Councilmember Salahuddin)

Current Process:

- Staff conduct code conformance review.
- Staff prepare analysis and key discussion points in a memo to the DRB.
- DRB recommendation included in final action by authorized decision maker.

Proposed Process:

- Repealing the Board would not eliminate the design review process.
- Staff with design experience would continue to conduct code conformance review.
- Staff recommendation would be included in staff report for action by decision maker.
- Review timeline and cost would be reduced.

Issue 2.

Reimbursement Amount
per SB-5290

(Councilmember Nuevacamina)

- Barriers to efficiency not anticipated.
- Technical modifications to the permitting system would be necessary to refund in alignment with state law.
- Technical Committee proposing streamlining measures to insulate City from refund liability.

Issue 3.

Communication Plan for Changes to Regulations

(Councilmember Salahuddin)

- Design Review Board members have been engaged
 - Staff will discuss their comments during Council's study session
- Landmark Commission member response mixed:
 - Expand historic preservation program
 - Require Special Landmark Commissioner to have professional historic preservation skills

Issue 4.

Identification of Required Amendments per the State Legislation and Amendments Based on Planning Commission's Recommendation

(Council Vice President Forsythe, Councilmembers Stuart and Salahuddin)

- Refer to *Legislative Comparison to Development Regulations and Process* for additional information on required amendments
- Washington Department of Commerce provides resources to guide cities' adoption and implementation
 - [Link](#) to resources

Issue 5.

Relationship of Proposed Amendments to Process Improvement Efforts and to Staff Capacity

(Councilmember Stuart)

- Amendments represent Phase 1 of process improvement work.
- Majority of amendments require adoption by January 1, 2025.
- Optional actions are recommended by the Technical Committee to insulate Redmond from permit fee refund requirements.

Issue 6.

Designing for Climate Readiness

(Councilmember Fields, Council President Kritzer)

- Updated design standards are objective to comply with HB 1293.
- Opportunities to deploy unique climate resilient designs are retained.
- These new standards will inform subsequent updates required for the balance of Redmond centers.

Issue 7.

Example Project and Building Design

(Council Vice President Forsythe)

- Most projects required to meet with DRB three to four times to receive a recommendation.
- Project scopes range from large single-user commercial projects (*e.g. warehouses, vehicle maintenance facilities, research & development campus'*) to mixed-use multifamily developments.

Issue 8.

Technical Committee Composition

(Councilmember Stuart)

- The Technical Committee is comprised of the directors of Planning and Community Development and Public Works.
- The recommended amendments do not include changes to the Technical Committee composition.
- The Committee composition is intended to bring multi-disciplinary knowledge and judgment to application of the zoning code.

Issue 9.

Design Review Related to 1% for the Arts

(Council Vice President Forsythe)

- Repeal of the DRB would not impact the 1% for the Arts Program.
- Qualifying capital improvement projects would continue to contribute to the Arts Activity Fund.
- Art works would continue to be reviewed by the Redmond Arts and Culture Committee.

City Council - Next Step



- Oct. 15 – City Council’s Action
- Phase 2 of Amendments
 - Process Improvement Plan



Thank you

Kimberly Dietz, Principal Planner

Tim McHarg, Principal Planner

David Lee, Current Planning and Implementation Manager

Jason Lynch, Deputy Director



Memorandum

Date: 10/1/2024
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-460
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
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	Planning 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 2025 Tourism Grant Funding - Lodging Tax Advisory Committee (LTAC) Recommendations

OVERVIEW STATEMENT:

Per RCW 67.28.1816, the Lodging Tax Advisory Committee (LTAC) unanimously recommends the 2025 Tourism matching grants of \$172,000 and City Community Events and Cultural Arts Program allocations of \$150,000, for a total of \$322,000. Funding for the tourism matching grants comes from 1% lodging tax on Redmond hotels and motels through the Lodging Tax Tourism Fund.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

• Relevant Plans/Policies:

Comp Plan 2030:

- PR-37 Partner with and encourage businesses and community organizations to provide programming and community events that expand recreation opportunities.
- DT-16 Foster the growth and addition of visual and performing arts experiences and opportunities Downtown

by: Activating public spaces with special events and performances.

- DT-19 Encourage and support events, such as cycling-related activities and art and music programs, that attract people to the Downtown, particularly Old Town and Town Center.

Adopted 2024 Tourism Strategic Plan:

- Goal 1.1: Position and promote Redmond as an intercultural destination showcasing various cultures through arts, events, and dining options.
- Goal 1.18: Promote parks in Redmond’s urban centers as a destination, fostering a diverse range of programming to maintain its vibrancy and activate the surrounding area.
- Goal 2.2: Promote recreational fields, trails, and water for tournaments, competitions, and events to recreational and athletic organizations.
- Goal 3.1: Work with the LTAC to prioritize support for events and festivals that include an overnight component.
- **Required:**
[RCW\) 67.28.1816 <https://app.leg.wa.gov/RCW/default.aspx?cite=67.28.1816>](https://app.leg.wa.gov/RCW/default.aspx?cite=67.28.1816)
- **Council Request:**
N/A
- **Other Key Facts:**
- As authorized by the Revised Code of Washington [RCW\) 67.28.180 <https://app.leg.wa.gov/rcw/default.aspx?cite=67.28.180>](https://app.leg.wa.gov/rcw/default.aspx?cite=67.28.180), a 1% lodging tax is collected from overnight stays at hotels within Redmond. This revenue is allocated to a special revenue Lodging Tax Fund, also known as the Tourism Fund.
- [RCW\) 67.28.1816 <https://app.leg.wa.gov/RCW/default.aspx?cite=67.28.1816>](https://app.leg.wa.gov/RCW/default.aspx?cite=67.28.1816) authorizes the use of lodging tax funds for tourism marketing and the marketing and operations of special events and festivals designed to attract tourists.
- [RCW\) 67.28.1816 <https://app.leg.wa.gov/RCW/default.aspx?cite=67.28.1816>](https://app.leg.wa.gov/RCW/default.aspx?cite=67.28.1816) states that the "local lodging tax advisory committee must select the candidates from among the applicants applying for use of revenues in this chapter and provide a list of such candidates and recommended amounts of funding to the municipality for final determination."
- The purpose of the Lodging Tax Fund is to increase tourism in Redmond by attracting visitors from more than 50 miles away, particularly overnight visitors who stay in Redmond hotels.
- The LTAC consists of 7 members, including an equal number of hoteliers and members representing interests that might be funded by the tax. A Councilmember, currently Councilmember Steve Fields, serves as the committee chair. There is currently 1 hotelier vacancy on the committee.

Criteria for Reviewing Applications:

Applications are reviewed against the tourism program fund criteria, which prioritize:

- Tourism promotion
- Benefit and impact to the community
- Innovation
- Scale of the project
- Other funding sources

Applicant Scoring:

Per Council’s feedback from January 2020 and additional feedback from November 2021, the grant application criteria were detailed out, and application components supporting these criteria were assigned points. Each application received a weighted ranking.

Lodging Tax Fund Performance and Budget:

- The lodging tax fund closed 2023 with revenues of \$670,764. The end fund reserve is approximately \$1.2 million.
- The 2025 budget proposes \$150,000 for tourism grants, with a one-time \$25,000 opportunity funding increase from the end fund reserve for new events and tourist promotion opportunities.
- City Community Events and Cultural Arts Programming were recommended at the same historical and budgeted amount of \$150,000.

Conflicts of Interest in Recommending Applicants:

Conflicts of interest are common on this committee due to the state requirement that members must either be an entity for which the tax is charged or an entity that might receive grant dollars. These conflicts of interest are noted in the full scoring spreadsheet.

Members were not asked to recuse themselves from the recommendation vote or discussion, per MRSC guidance. However, staff requested recusal if a personal financial interest was involved. No personal financial interests were present or noted.

OUTCOMES:

Applications Received:

The City received 15 external grant applications on the August 19 deadline, and one additional application was submitted a week late, after the preliminary scoring was completed. In addition, the LTAC received three funding applications from City Community Events: one each for Redmond Lights, Derby Days, and Cultural Arts programming.

The LTAC recommends funding all 16 external community applications, as each demonstrated alignment with the grant criteria and tourism goals. The committee also recommends funding for the City Community Events and Cultural Arts programming.

However, the LTAC suggested a slightly reduced funding amount for the late application from Centro Cultural Mexicano for the Cinco de Mayo event, which was submitted after the preliminary scoring process. The LTAC has asked staff to make it clear in future grant rounds that no late submissions will be accepted. Although this notice was included in emails, promotional materials, and on the website, it was not explicitly stated on the grant application itself.

The event producer for Cinco de Mayo has been informed of the decreased funding recommendation and expressed gratitude for the acceptance of their late application.

LTAC 2025 Tourism Grant Recommendations:

Please see attached document "Attachment B_Simplified Scoring_2025 Tourism Grants" for recommendations and discussion notes.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Application window was August 1-19
- **Outreach Methods and Results:**
 - Application notification via e-mail to past participants
 - Application window notification via eNews and press release
 - Application messaging through local partners

- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

A total of \$172,000 for matching grants and \$150,000 for City Community Events and Cultural Arts Programming is recommended by the Lodging Tax Advisory Committee by unanimous vote for City Council's approval.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

000250 - Community and Economic Development

Budget Priority:

Vibrant and Connected

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

If yes, explain:

The 2025 budget proposals are still in process for Council's approval.

Funding source(s):

Lodging Tax

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/15/2024	Business Meeting	Approve

Time Constraints:

To allow adequate time for applicants to plan appropriately with their available funding, we would like to complete the grant approval process no later than November 26, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

If the LTAC recommendation is not approved, proposed events may not receive matching grant funds from the City and may not be able to proceed as planned.

ATTACHMENTS:

- A. Attachment A_2025 List of Grant Applicants
- B. Attachment B_Simplified Scoring_2025 Tourism Grants
- C. Attachment C_2025 Grant Application Full Scoring Matrix_FINAL LTAC Recommended
- D. Attachment D_September 9 2024 LTAC Meeting_DRAFT MINUTES
- E. Attachment E_General Tourism and LTAC FAQ and Overview_2024

2024 Applicants (arranged in alphabetical order)

Ananda Mela: Joyful festival of India including traditional aspects of Indian culture. Location: Municipal Campus; *Non-profit*

Bigfoot Kids Book Festival - Brick and Mortar Books *NEW*: a free event in Redmond Town Center. Readers can meet authors, have books signed, watch author talks, and listen to author panels. Location: Brick and Mortar Books in Redmond Town Center; *For-profit*

Cinco de Mayo: Bilingual festival celebrating Mexican culture and inclusive of food trucks, cultural music, arts and craft vendors, a beer garden, and more. Location: Downtown Park; *Non-profit*

Crossfire Select Cup: Large three-day youth soccer tournament, an affiliate of Lake Washington Youth Soccer Association (separate event from Crossfire Challenge). Location: 60-Acres; *Non-profit*

ECNL Boys Youth Soccer Playoffs: Large, week-long soccer tournament to proceed to the ECNL National Championship held in July. They used to come to Redmond every 3-4 years for the girls and now come every other year. They would like to bring the boys on the opposite years. Location: 60-Acres; *Non-profit*

Emerald City Gymnastics (ECGA) - USA Gymnastics: A gymnastics training event for athletes and an education event for 70 Washington State Gymnastics club parents and coaches. Location: Emerald City Gymnastics Academy 17695 NE 65th St.; *Non-profit*

Festival of Color – Northwest Share: An event to celebrate the traditional Indian arrival of Spring - festival of Holi. Location: Marymoor Park; *Non-profit*

Pup Crawl – OneRedmond Foundation (*NEW*): The concept is to have different activation at each participating Redmond Hotel such as: Pet Psychologist, Pet Nutritionist, Pet Massage, Sketch Artist for Dog/Puppy Portraits, Dog Costume Contest etc. Location: Redmond hotels; *Non-profit*

Redmond Arts Festival – VALA: Multiday event connecting the community to local artists. Location: Redmond Town Center; *Non-profit*

Redmond Wine Walk – OneRedmond Foundation: Wine Walk weekend in August to coincide with the Washington State Wine Commission's August month-long wine activities. Location: Redmond Town Center; *Non-profit*

Rumble in Redmond Robot Combat – OneRedmond Foundation: A one-day robot competition a part of the "Robot Combat League." This event will be a part of the scoring point system which will be a point qualifier for the National Championships. Location: Redmond school; *Non-profit*

Surf Cup (formerly Crossfire Challenge): One of the state's largest reoccurring youth soccer tournaments hosted by Crossfire Premier Soccer Club, an affiliate of Lake Washington Youth Soccer Association. Location: 60-Acres; *Non-profit*

Vegan Festival – Northwest Share: Community event that includes talks by eminent speakers on diet and health, food vendors, and multicultural entertainment. Location: Downtown Park; *Non-profit*

Velodrome - Junior Take Over: New event in 2022, junior track cycling clinics and racing event. Location: Marymoor Park; *Non-profit*

Velodrome - Junior Track Nationals (*NEW*): The organization is finalizing a multi-year contract for this event beginning in 2024. This will be a national championship event and may include future Olympians. Location: Marymoor Park; *Non-profit*

Velodrome - Vision Grand Prix: National track calendar cycling championships comprised of the largest weekend track bike cycling racing event in North America drawing racers from across North America, New Zealand, Australia, Great Britain, and beyond. Location: Marymoor; *Non-profit*

Blue	Sports: These projects have a proven ability to draw targeted interest and attendance from out-of-town guests who stay in the hotels. Registration and hotel room block data can be provided. Staff works with these organizers to maximize City economic impact. Staff encourage organizers to promote pre and post stays and itineraries in Redmond to expand multiplier of economic impact.
Green	Arts and Culture: These projects help showcase Redmond's as a vibrant, welcoming, and rich multicultural destination. Many of these events have a large regional draw and staff will continue to work with organizers to partner with hotels and promote overnight stays and multi-day itineraries in Redmond.
Orange	Incubation: These are projects that do not have a clear demonstrable tourism benefit. They are typically only one day events or promotions more geared to the community within 50 miles. The project will be monitored to show progress toward growing and demonstrating tourism benefits. Funding is not considered sustained and will only be provided in future years if event can demonstrate tourism benefit growth.
Yellow	City funded events currently given funding from dedicated percentages set in 2005. All funding must adhere to RCW 67.28 requirements.
Light Red	Late Submission: This application came in outside of the preliminary scoring window and staff did not make a funding recommendation.
Red	Did not meet Criteria: These applicants are not recommended for funding because they lack proof of concept, their application was not complete, or they did not successfully meet criteria for tourism funding. Staff and Experience Redmond consultant will work with the applicant to further develop the concept and position event to meet tourism benefit and funding criteria where possible.

Applicant	Score	Estimated Attendance	Estimated Lodging Nights	LTAC Recommended Funding	Funding Amount Dollar per Lodging Night	LTAC Discussion and General Notes
ECNL Boys National Playoffs *NEW*	54	70,000	12,000	\$ 30,000	\$ 2.50	Redmond has never hosted the boys' nationals for ECNL.
Surf Cup (formerly Crossfire Challenge) - Crossfire Foundation - LWYSA	41	220,500	10,800	\$ 35,000	\$ 3.24	Renaming the tournament from Crossfire Challenge.
Crossfire Select Cup - LWYSA	37	40,500	2,036	\$ 17,500	\$ 8.60	
Velodrome - Junior Nationals	35	3,550	450	\$ 10,000	\$ 22.22	
City of Redmond - Cultural Arts Programming	31	14,000	65	\$ 50,000	\$ 769.23	Programming is often new and unique. LTAC discussion: Some LTAC members expressed that the level of contribution to the City events and Cultural Arts programming is high, and they requested that the City continues to seek alternative funding sources outside of the lodging tax fund.
ECGA - USA Gymnastics WA Conference	29	700	175	\$ 8,000	\$ 45.71	
Brick and Mortar Books - Bigfoot Kids Book Festival *NEW*	29	4,000	250	\$ 6,000	\$ 24.00	
Pup Crawl - OneRedmond Foundation *NEW*	29	1,000	75	\$ 6,000	\$ 80.00	
Rumble in Redmond - OneRedmond Foundation	29	1,000	50	\$ 5,000	\$ 100.00	
Ananda Mela - Vedic Cultural Center	26	20,000	50	\$ 12,000	\$ 240.00	
Cinco de Mayo - Centro Cultural Mexicano	26	20,000	150	\$ 7,500	\$ 50.00	This application was sent in a week past the due date. LTAC discussion: The

1-WEEK LATE APPLICATION						LTAC expressed strong support for the Cinco de Mayo event and recommended reducing the funding amount from the past amount of \$10,000 to \$7,500 due to the 1-week late submission.
Velodrome - Marymoor Grand Prix	24	2,250	210	\$ 7,000	\$ 33.33	
City of Redmond - Redmond Lights	23	10,000	65	\$ 50,000	\$ 769.23	Large cultural arts element of Redmond Lights. LTAC discussion: Some LTAC members expressed that the level of contribution to the City events and Cultural Arts programming is high, and they requested that the City continues to seek alternative funding sources outside of the lodging tax fund.
Festival of Color - Northwest Share	23	8,000	100	\$ 8,000	\$ 80.00	Submitted 1 hour late but prior to preliminary scoring.
Velodrome - Junior Takeover	22	340	150	\$ 3,000	\$ 20.00	
City of Redmond - Derby Days	22	35,000	200	\$ 50,000	\$ 250.00	LTAC discussion: Some LTAC members expressed that the level of contribution to the City events and Cultural Arts programming is high, and they requested that the City continues to seek alternative funding sources outside of the lodging tax fund.
VegFest - Northwest Share	22	8,000	45	\$ 8,000	\$ 177.78	Submitted 1 hour late but prior to preliminary scoring.
Redmond Arts Festival - VALA	20	15,000	200	\$ 7,000	\$ 35.00	Submitted 6-minutes late but prior to preliminary scoring.
Wine Walk - OneRedmond Foundation	15	500	30	\$ 2,000	\$ 66.67	



Applicant	Score	Estimated Attendance	Estimated Lodging Nights	LTAC Recommended Funding
ECNL Boys National Playoffs *NEW*	54	70,000	12,000	\$ 30,000
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Cinco de Mayo - Centro Cultural Mexicano *1-WEEK LATE APPLICATION*	26	20,000	150	\$ 7,500.00

Velodrome - Marymoor Grand Prix	24	2,250	210	\$ 7,000
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Redmond Arts Festival - VALA	20	15,000	200	\$ 7,000
Wine Walk - OneRedmond Foundation	15	500	30	\$ 2,000

Funding Amount Dollar per Lodging Night	LTAC Discussion and General Notes
\$ 2.50	Redmond has never hosted the boys nationals for ECNL. We have been hosting the girls nationals every other year as of recently, and they have decided to move the boys nationals here on the rotating years.
\$ 3.24	Renaming the tournament from Crossfire Challenge. Lots of hotel stays associated with this tournament.
\$ 8.60	Lots of hotel stays associated with this tournament.
\$ 22.22	
\$ 769.23	Programming is often times new and unique. LTAC discussion note: Some LTAC members expressed that the level of contribution to the City events and Cultural Arts programming is high, and they requested that the City continues to seek alternative funding sources outside of the lodging tax fund.
\$ 45.71	
\$ 24.00	
\$ 80.00	"The concept is to have different activation at each participating Redmond Hotel such as: Pet Psychologist, Pet Nutritionist, Pet Massage, Sketch Artist for Dog/Puppy Portraits, Dog Costume Contest etc."
\$ 100.00	
\$ 240.00	
\$ 50.00	This application was sent in a week past the due date. LTAC Discussion: The LTAC expressed strong support for the Cinco de Mayo event and recommended reducing the funding amount from the past amount of \$10,000 to \$7,500 due to the 1-week late submission.

\$	33.33	
\$	769.23	<p>Large cultural arts element of Redmond Lights.</p> <p>LTAC discussion note: Some LTAC members expressed that the level of contribution to the City events and Cultural Arts programming is high, and they requested that the City continues to seek alternative funding sources outside of the lodging tax fund.</p>
\$	80.00	Sumbitted 1 hour late but prior to preliminary scoring.
\$	20.00	
\$	250.00	<p>LTAC discussion note: Some LTAC members expressed that the level of contribution to the City events and Cultural Arts programming is high, and they requested that the City continues to seek alternative funding sources outside of the lodging tax fund.</p>
\$	177.78	Sumbitted 1 hour late but prior to preliminary scoring.
\$	35.00	Submitted 6-minutes late but prior to preliminary scoring.
\$	66.67	



This meeting will be held at the Redmond City Hall. Interested members of the public are welcome to listen to this meeting by phone at: 206-800-4590; Phone Conference ID: 131 974 043#. All public comments shall be emailed to Jackie Lalor (jlalor@redmond.gov) at least 24 hours before the meeting time. [To view the meeting presentation, click here.](#)

DRAFT MEETING MINUTES

Monday | September 9, 2024

1:30 – 4:00 p.m.

Prepared by Jackie Lalor, Staff Liaison jlalor@redmond.gov

LTAC Members Present:

- Nancy Heard
- George Manojlovic
- Latha Sambamurti, Nominated Chair
- Kim Saunderson

City of Redmond Staff:

- Jackie Lalor & Philly Marsh – Economic Development and Tourism

Agenda:

1. Meeting opening and approval of [June 11 meeting minutes](#)

Nominated Chair, Latha Sambamurti

- a. Meeting called to order: 1:37 p.m.

LTAC Action: Unanimously Approved Meeting Minutes 4 yes; 0 no votes

Motioned by Latha Sambamurti; Seconded by George Manojlovic

2. General updates (City Staff)

- a. Member update

- i. One hotelier application received, with a potential interview scheduled in October.

- b. Budget Process Update

3. Geofencing Technology Update

- a. City staff reviewed three vendors and recommend Placer.ai.

- b. TIS is conducting a technology and risk evaluation of Placer.ai.

LTAC Action: Motion to support and approve the City staff recommendation of Placer.ai as the tourism technology solution.

Motioned by Latha Sambamurti; Seconded by George Manojlovic

Unanimously Approved 4 yes; 0 no votes



4. Experience Redmond RFP Update
 - a. Staff received 9 proposals for this contract.
 - b. Two scoring rounds were completed by scoring committees.
 - c. Bullseye Creative was chosen as the preferred vendor.

LTAC Action: Motion to recommend Bullseye Creative for a 3-year contract to manage the marketing and associated scope of work for the Experience Redmond tourism brand in the amount of \$525,000 for Council's consideration and approval.

Motioned by Latha Sambamurti; Seconded by Nancy Heard

Unanimously Approved 4 yes; 0 no votes

5. 2025 Tourism Grants LTAC Funding Recommendations
 - a. Conflict of Interest and Recusals:
 - i. Recusals were requested for any member who, or whose family member, has a financial interest in an applicant or event.
 - ii. No recusals were necessary, but possible conflicts were noted in the detailed scoring document.
 - b. Late Submissions:
 - i. Four applications were received after the 2:00 p.m. August 19 deadline:
 1. VALA Arts Festival - 6 minutes late
 2. Northwest Share Festival of Color - 1 hour late
 3. Northwest Share Vegan Festival - 1 hour late
 4. Centro Mexicano Cinco de Mayo -1 week late (received after all pre-scoring was completed).
 - ii. LTAC discussed the issue of accepting late submissions extensively.
 1. Consensus was reached to move future deadlines to 5:00 p.m. to allow staff time to answer questions and ensure preliminary scoring.
 2. The most concern centered around the 1-week late Cinco de Mayo submission.
 3. LTAC acknowledged the importance of funding as many tourism-related events as possible but emphasized the need to enforce deadlines to ensure fairness and equity.
 4. Following the discussion, LTAC proceeded to a vote on whether to accept the late submission from Cinco de Mayo.
LTAC Action: Motion to accept the late submission Cinco de Mayo application for grant funding discussions.
Motioned by Latha Sambamurti; Seconded by George Manojlovic
Passed 3 yes; 1 no vote
 - c. Recommendations for the 2026 Grant Process:
 - i. Adjust the deadline to 5:00 p.m. instead of 2:00 p.m. to avoid any confusion.
 - ii. Add a clear statement at the top of the application stating that no late submissions will be considered for funding.
 - d. Comments and changes to staff funding recommendations:
 - i. Staff did not make a funding recommendation for the Cinco de Mayo application due to the 1-week late submission.



Lodging Tax Advisory Committee (LTAC)

- ii. The LTAC expressed strong support for the Cinco de Mayo event and recommended reducing the funding amount from the past amount of \$10,000 to \$7,500 due to the 1-week late submission.
- iii. Some LTAC members expressed concern over the high level of contribution to the City events including Redmond Lights, Derby Days, and Cultural Arts programming. The members requested the City continues to seek alternative funding sources outside of the lodging tax fund.

LTAC Action: Motion to recommend the 2025 tourism grant funding in the amount of \$172,000 for Council's consideration and approval.

Motioned by Latha Sambamurti; Seconded by Nancy Heard

Unanimously Approved 4 yes; 0 no votes

Meeting adjourned: 3:21 p.m.

LTAC and Tourism Overview FAQ's

How did the Lodging Tax Advisory Committee begin?

An advisory committee was assembled in accordance with the State regulations to weigh-in on the creating of a hotel/motel tax.

When was Committee and Tax implemented?

- 1998 LTAC was formed
- 1999 the Lodging tax was implemented
- Funding for this program is made possible through revenues Redmond collects from a one percent (1%) lodging tax on the rental of hotel and lodging rooms including short-term rentals in Redmond.

Where does the funding come from?

The Revised Code of Washington (RCW) 67.28.180 provides authority for cities to adopt a lodging tax. A 1% tax is charged on each overnight stay at Redmond hotels, motels, and short-term rentals.

What are the allowed uses of the lodging tax dollars?

Specific RCW language is as follows:

- “(a) Tourism marketing;
- (b) The marketing and operations of special events and festivals designed to attract tourists;
- (c) Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or
- (d) Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) of the internal revenue code of 1986, as amended.”

What are the goals and limitations of the revenue?

These funds must be used to attract visitors external to the city. Due to the funding being generated by Redmond hotels/motels, grants and uses of the tax revenue prioritizes efforts that will support hotels night stays and attraction of external visitors (more than 50 miles away).

Specific RCW 67.28.1816 language can be viewed [here](#).

What is LTAC's role per current RMC 4.37 and [RCW 68.28](#)?

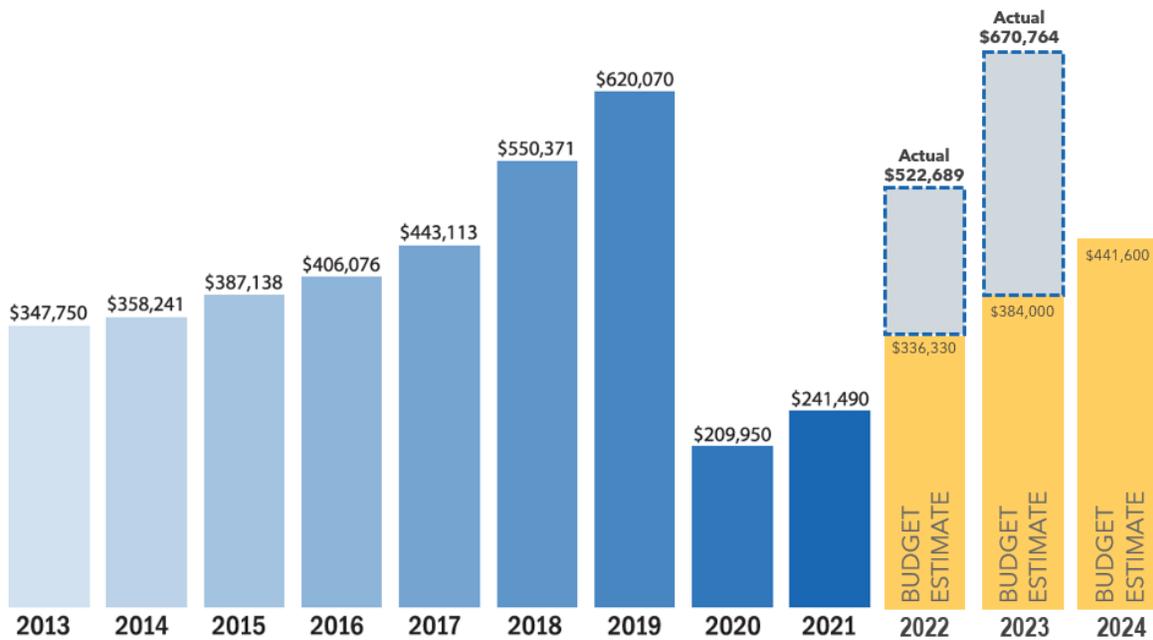
- LTAC can advise on the creation of a Lodging Tax;
- The increase or reduction of a Lodging Tax; or
- The Repeal of a lodging tax
- Review fund applicants and make funding recommendations to the legislative body

How is the lodging tax fund performing?

The lodging tax fund currently holds approximately \$1.2 million in its contingency/reserve fund. While COVID-19 significantly impacted the hotel industry, resulting in a drastic decline in revenue for several years, revenues have now surpassed pre-pandemic levels.

City staff, the LTAC, and tourism partners have collaborated to propose a budget that outlines how to strategically utilize these reserve funds to achieve the priority tourism initiatives outlined in the newly adopted Tourism Strategic Plan.

Historical annual revenue amounts from lodging tax is as follows:



What is the Marketing contract funded by the lodging tax revenues:

The city has a current contract with Bullseye Creative for \$178,000 a year to manage and staff the Experience Redmond brand needs. The contract is acquired through a Request for Proposal (RFP) process. Bullseye provides reports throughout the year on the return on investment the city receives in response to their contracted work.

How does the LTAC handle conflict of interest when reviewing tourism grant applicants?

Conflicts of interest with applicants are common on this committee due to the requirement that members must either be an entity for which the tax is charged or an entity that might receive grant dollars. Conflicts of interest are noted in the full grant scoring spreadsheet. Members are not asked to recuse themselves from the tourism grant recommendation vote or discussion per the MRSC guidance. However, staff did request that if a personal financial

interest was involved, that a recusal would be requested. No personal financial interests were present or noted for the 2024 grant applicant recommendations.

Can the Council change any of the LTAC funded amounts?

Yes, the City Council can modify LTAC-recommended funding amounts unless the applicant was not funded due to ineligibility for the tourism grant. However, any changes require a 45-day waiting period and must be sent back to LTAC for review before the Council can approve the revised amounts.

Additionally, it's important to consider how these changes affect the overall budget. Per RCW, the Council cannot add new applicants to the final funding approvals.



Memorandum

Date: 10/1/2024
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-461
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
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	Jackie Lalor	Tourism Program Administrator
Planning and Community Development	Philly Marsh	Economic Development Manager
Planning and Community Development	Seraphie Allen	Planning Deputy Director

TITLE:
Acceptance of Washington State Tourism Technical Assistance Grant in the Amount of \$10,500

OVERVIEW STATEMENT:

The Washington State Tourism Organization received 96 applicants for its technical assistance grants, and the City of Redmond was one of only 13 organizations awarded the grant. The Technical Assistance Grant will subsidize the cost of industry-specific expertise for tourism-related projects that stimulate economic development for destination communities. The City of Redmond applied for this grant to help with branding and marketing the light rail business districts.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
[Tourism Strategic Plan: <](#)
<https://www.redmond.gov/DocumentCenter/View/32918/Redmond-Tourism-Strategic-Plan-FINAL-DRAFT>>
 - Goal 1.10: Promote and utilize the light rail stations to increase compression traffic from large events in

other parts of the region such as Seattle.

- Goal 4.7: Encourage district development, placemaking, and branding initiatives to enhance tourism assets, with a particular focus on districts accessible via light rail.
- Goal 4.8: Promote awareness of the Overlake Intercultural District offerings.

[Economic Development Strategic Plan: <](#)

<https://www.redmond.gov/DocumentCenter/View/33419/Redmond-Economic-Development-Strategic-Plan--->>

- 6A: Foster the creation of district organizations that can convene, brand, program, and promote Redmond’s unique business districts.
- 6B: Develop and disseminate a unique, strongly branded identity for Redmond's business districts and pair with programming to grow visitation and business attraction.
- 6C: Leverage light rail and continue to prioritize planning and resources for key investments in growth centers to reinforce unique identities as vibrant cultural and commercial centers.

• **Required:**

N/A

• **Council Request:**

N/A

• **Other Key Facts:**

N/A

OUTCOMES:

This grant will help fund the district development work around the Light Rail stations which will further elevate Redmond’s identity. By investing in district development, branding, and placemaking initiatives, we aim to attract tourists and cultivate a sense of place and pride. This grant project will enable us to create compelling narratives for each district, showcasing their unique attractions, businesses, and cultural offerings. This work is planned for Spring of 2025.

Placemaking and district development are two areas of focus within the City of Redmond’s Tourism Strategic Plan and Economic Development Plans.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• **Timeline (previous or planned):**

February - June 2025

• **Outreach Methods and Results:**

N/A

• **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:
\$25,000 (grant and lodging tax funds)

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
000250 - Community and Economic Development

Budget Priority:
Vibrant and Connected

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

If yes, explain:
The 2025 budget proposals are still in process for Council's approval.

Funding source(s):
Grant and Lodging Tax

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/15/2024	Business Meeting	Approve

Time Constraints:
We have to use this grant by the end of June 2025, or we will forfeit the funds.

ANTICIPATED RESULT IF NOT APPROVED:

We risk missing an opportunity to effectively brand and promote these locations in terms of placemaking and district development in anticipation of the light rail opening.

ATTACHMENTS:

Date: 10/1/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-461

Type: Committee Memo

Attachment A: Technical Assistance Grant Award Acceptance Document

STATE OF WASHINGTON TOURISM

Grant Agreement

Grant: Technical Assistance

Grant Number: 24-06-01

Grantee: City of Redmond

Contact: Jackie Lalor, Economic Development & Tourism Program Administrator

Project: Placemaking, Branding, and Marketing to Optimize the Arrival of Light Rail

Request: \$15,000

Award: \$10,500

Timeline:

- Expend funds by July 14, 2025
- Submit interim evaluation by February 14, 2025
- Submit final project evaluation by August 14, 2025

Payment Method: Lump sum by means of either electronic funds transfer to bank account (ACH request form), or by check sent by mail.

Support for destination planning and development efforts is made possible through a federal grant from the Economic Development Administration, awarded to State of Washington Tourism (“SWT”) by the Washington State Department of Commerce (“Commerce”) for tourism industry pandemic recovery, and intended for rural and underserved communities.

City of Redmond (“Grantee”) has been selected as a recipient of the Technical Assistance Grant (“Grant”) from SWT for Placemaking, Branding, and Marketing to Optimize the Arrival of Light Rail (“Project”) in accordance with eligibility, timelines, and other criteria in the Grant Application for Technical Assistance (“Application”). As a condition precedent for the transfer of Grant funds from SWT to the Grantee, the Grantee must acknowledge and agree to be bound by the terms and conditions set forth in this Grant Agreement (“Agreement”).

The Grantee hereby agrees as follows:

A. The Grantee must use all Grant funds directly and solely to complete the Project as identified above and as described in the Grantee’s proposal or related correspondence and may not be expended for any other purposes without written approval from SWT, which approval may be withheld at SWT’s discretion. Grant funds from SWT shall not be used to pay staff salaries, debt, or interest payments associated with eligible projects. Grant funds from SWT shall not reimburse expenses already incurred. The Grantee must use these funds once dispersed from SWT and after following federal procurement guidelines in Section D of the Agreement.

B. The Grantee represents and warrants that it is either: (i) recognized as a government municipality, (ii) a federally- or state-recognized tribe, or (iii) a 501(c)(3) nonprofit organization or other 501(c) non-profit organization that supports travel and tourism in the State of Washington as detailed in the Application. The Grantee will immediately inform SWT of any change to its tax status during the Project period. The Grantee must possess a registered Unique Entity Identifier (UEI) through SAM.gov — an assigned UEI is not sufficient and is grounds for dismissal from this Grant program.

C. When working with contractors, the Grantee must abide by the following stipulations from Commerce. If a micro-purchase (up to \$10,000), the Grantee must document that the price is reasonable based on research, experience, purchase history, or other information. For professional services, Commerce recommends creating a contract to ensure deliverables will not exceed \$10,000 as a best practice. If a small purchase (\$10,001 - \$30,000), the Grantee must obtain quotes from at least three sources and document that the price is reasonable based on research, experience, purchase history, or other information. The purchase limit can reach \$40,000 if using a certified small or veteran-owned business as outlined in [RCW](#)

[39.26.010\(22\)](#). For purchases above \$30,000 (or \$40,000 if using a certified small or veteran-owned business), the Grantee must follow the federal procurement process outlined in [2 CFR 200 procurement](#).

D. The Grantee must submit all contracts/contractors involved with the Project to SWT for review and approval. Each contractor must be billed on a reimbursement basis by the Grantee after services are rendered. If applicable, some eligible expenses can only be covered at [OFM reimbursement rates](#).

E. Grant funds shall be expended by July 14, 2025. The Grantee shall return any unexpended Grant funds at the end of the Project period upon request therefore by SWT, unless SWT and the Grantee in writing either extend the Project period or reallocate the Grant funds to a similar project or otherwise agree as to how to address such remaining funds.

F. The Grantee will provide prompt and accurate information, receipts, vendor tax form (W-9) and other documents as requested by SWT for verification, financial review, or other components associated with reporting on the Project. The Grantee must submit two reports, an interim and a final evaluation, and comply with quarterly check-in meetings for the duration of the Project. The Grantee must submit the interim report to SWT by February 14, 2025 and the final report by August 14, 2025. The latter should include a final budget, proof of spending, tax forms from vendors, key findings/metrics, and a written account of how research and data will guide strategy in relation to travel and tourism in the State of Washington.

G. The Grantee agrees to permit SWT to include and/or disseminate information about the Project and/or Grantee in publications and communications.

H. SWT reserves the right to discontinue, withhold, or modify any payments or the payment schedule regarding this Grant, or to require a total or partial refund of any Grant funds if, in the sole discretion of the grantor, such action is necessary because: (i) the Grantee's conduct jeopardizes its legal or tax status; (ii) the Grantee loses its tax-exempt status as a non-profit entity; (iii) the Grantee is unable or unwilling to fulfill the requirements of this Agreement; (iv) the Grantee fails to comply with laws or regulations.

I. If this Grant is terminated before the Project's scheduled completion date, the Grantee will provide SWT with a full accounting of the receipt and disbursement of funds and expenditures incurred under the Grant as of the termination date.

J. If the Project requires significant changes, the Grantee must seek approval for any such changes from SWT before they come into effect. These actions may affect the scope of work, deliverables, personnel, timeline, budget, or other components of the Project, such that the Grantee must submit these change requests in writing with sufficient detail and description for SWT's consideration. Significant changes to the Project may result in the forfeiture of Grant funds and/or the right to receive any further funds.

K. The Grantee shall not disburse Grant funds to any recipient acting as a fiscal sponsor or agent and shall not otherwise assign this Agreement without the prior written consent of SWT, which consent may be withheld at SWT's discretion.

By clicking the Accept Award button below, I acknowledge I have read the Award Terms above. The undersigned represents and warrants that such person is duly authorized and has the legal capacity and authority to execute and deliver this Agreement for and on behalf of the Grantee. This Agreement shall be binding and enforceable against the Grantee according to its terms and conditions upon execution.



Memorandum

Date: 10/1/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-462

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

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	Planning Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager
Planning and Community Development	Jackie Lalor	Tourism Program Administrator

TITLE:

Approval of a Consultant Agreement with Bullseye Creative in the Amount of \$525,000 for support of the Experience Redmond Tourism Brand

OVERVIEW STATEMENT:

The 3-year consultant agreement with Bullseye Creative, valued at \$525,000, is intended to support City staff with specific elements of marketing, promotion, and daily task management of the Experience Redmond tourism brand. This contract is envisioned as a collaborative effort between the consultant and City staff.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Comprehensive Plan: These investments will help advance the Economic Vitality policies set through the Redmond Comprehensive Plan.

[Tourism Strategic Plan: < https://www.redmond.gov/DocumentCenter/View/32918/Redmond-Tourism-Strategic-Plan-FINAL-DRAFT >](https://www.redmond.gov/DocumentCenter/View/32918/Redmond-Tourism-Strategic-Plan-FINAL-DRAFT)

This contract aligns with all the outlined goals and supports a majority of the specific initiatives detailed in the Tourism Strategic Plan. Below are the key goals this contract will help achieve:

- Goal 1: Enhancing Visitor Experience
- Goal 2: Building Collaborative Partnerships
- Goal 3: Developing Support for the Tourism Industry
- Goal 4: Building Destination Awareness

[Economic Development Plan: <](#)

[https://www.redmond.gov/DocumentCenter/View/33419/Redmond-Economic-Development-Strategic-Plan---](https://www.redmond.gov/DocumentCenter/View/33419/Redmond-Economic-Development-Strategic-Plan--->)

Strategy 3G: Leverage and support tourism assets and initiatives in alignment with the Tourism Strategic Plan for continued cluster awareness and growth.

- Action 3G.1. Continue efforts to develop and offer diverse and inclusive arts, recreational, and cultural programming that draws visitors to Redmond.
- Action 3G.2. Support Redmond’s Tourism Program and the Tourism Strategic Plan to align the City’s tourism efforts for economic impact.
- Action 3G.3. Leverage and promote Redmond and the surrounding area amenities to attract increased visitation (including Marymoor Park, Woodinville Wine Country, Sammamish Valley, and Lake Sammamish).
- Action 3G.4. Leverage corporate tourism visits for future business investment in Redmond.

• **Required:**

- [\(RCW\) 67.28.1816 <https://app.leg.wa.gov/RCW/default.aspx?cite=67.28.1816>](#) authorizes the use of lodging tax funds for tourism marketing and the marketing and operations of special events and festivals designed to attract tourists.

- Council approval is required to award a Consultant Services agreement that exceeds \$50,000 (2018 City Resolution 1503).

• **Council Request:**

N/A

• **Other Key Facts:**

N/A

OUTCOMES:

Approving this contract will ensure the city remains on track with the ongoing Experience Redmond initiatives, preventing any lapse in services. Additionally, it will support efforts to fulfill the workload related to the recently adopted Tourism Strategic Plan.

The Experience Redmond brand and tourism program prioritizes attracting new overnight visitors and aims to boost the local economy by promoting hotels, restaurants, meeting rooms, activities, events, and small businesses, drawing both residents and visitors to Redmond’s many attractions. This contract is funded by a 1% lodging tax collected by the City of Redmond and it supports the growing inventory of 10 hotels in the area and enhances efforts to establish Redmond as a premier destination.

The scope of work will complement the ongoing efforts of City staff in contributing to the recently adopted Tourism Strategic Plan.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
January 1, 2025 - December 31, 2027
- **Outreach Methods and Results:**
RFP Process - RFP 10830-24:

The scoring committee reviewed and scored 9 proposals through the Request for Proposal (RFP) process.

- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$525,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
000250 - Community and Economic Development

Budget Priority:
Vibrant and Connected

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

If yes, explain:
The 2025 budget proposals are still in process for Council's approval.

Funding source(s):
Lodging Tax: Professional Services

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
------	---------	------------------

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/15/2024	Business Meeting	Approve

Time Constraints:

The current Experience Redmond contract extension is valid through January 31, 2025. To ensure continuity of services, we need to have a new contract in place before this date.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, management of the Experience Redmond tourism brand website, social media accounts, advertisements, and promotional materials will cease, potentially resulting in a period of inactivity or interruption.

ATTACHMENTS:

- Attachment A_DRAFT Bullseye Creative Contract 2025-2027
- Attachment B_RFP 10830-24_Scope of Work_FINAL
- Attachment C_Bullseye Creative RFP Response



City Contract Routing Form

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

Section 1 – Attach Contract Documents

Is an insurance certificate attached?

(multiple files can be uploaded)

Yes
 No

Comments: Experience Redmond 3-year Contract - RFP - 10830-24: Tourism Marketing and Business Promotion Program

Section 2 – Fill Out Contract Details

Date: 9/11/2024 Department: Planning Division: Economic Development Mail Stop: 4SPL
Project Administrator Name: Jackie Lalor Extension: 2209
Project Manager Name (if different than above): Philly Marsh Extension: 2436
Contract Type: Other (please specify) If other, please indicate: Professional Services (Creative)
Contract Title: Bullseye Creative - 3-Year Contract for Experience Redmond Marketing (January 1, 2025 - December 31, 2027)
Contractor/Consultant Name: Bullseye Creative
Contract Description: The City completed a RFP for this scope of work and Bullseye Creative was the selected vendor. Bullseye Creative will assist the City with the Experience Redmond brand and tourism marketing - please refer to the scope of work document.

Project ID #: _____ Budget/Account #: 131.80401.000410.55731
Council Approval Date: 10/15/2024 Council Agenda Memo #: _____ RFP/IFB/RFQ #: 10830-24 NIGP #: 96100

New Contract
Total Amount: 525,000 Annual Amount, if known (if contract is multi-year): 175,000 (\$171,000 contract plus \$4k misc.)
Start Date: January 1, 2025 End Date: December 31, 2027
Renewal Option (Y/N): Y If yes, how many? Renewal option up to an additional 3-years

Amendment/Renewal/Change Order #: _____ Original CC #: _____
New Start Date: _____ New End Date: _____
Current Contract Amount (including all previous amendments/change orders): _____
Amount of this Amendment/Change Order (proposed increase/decrease): _____
New/Cumulative Contract Amount: _____

Section 3 – Route Contract for Signatures and Approvals

Department Director: _____ Date: _____ Comments: _____

TIS Director: _____ Date: _____ Comments: _____

City Attorney: _____ Date: _____ Comments: _____

Risk Manager: _____ Date: _____ Comments: _____

Mayor or Designee: _____ Date: _____ Comments: _____

City Clerk's Office: _____ Date: _____ Comments: _____

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

**[INSERT CONTRACT TYPE] Agreement
[Non-Public Work]**

<p><i>PROJECT TITLE</i> Tourism Marketing Program - Bullseye Creative 3-year Contract</p>	<p><i>EXHIBITS</i> <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i> Exhibit A: Contract Agreement Exhibit B: Bullseye Creative RFP Response</p>
<p><i>CONTRACTOR</i> Bullseye Creative</p>	<p><i>CITY OF REDMOND PROJECT ADMINISTRATOR</i> <i>(Name, address, phone #)</i> City of Redmond City of Redmond Jackie Lalor 4SPL PO Box 97073-9710 Redmond, WA 98073 425-556-2209 jlalor@redmond.gov</p>
<p><i>CONTRACTOR'S CONTACT INFORMATION</i> <i>(Name, address, phone #)</i> Peter Klauser Bullseye Creative 317 North 148th Street Shorline, WA 98133 206-352-6264 Peterk@bullseyecreative.com</p>	<p><i>BUDGET OR FUNDING SOURCE</i> Lodging Tax</p>
<p><i>CONTRACT COMPLETION DATE</i> December 31, 2027</p>	<p><i>MAXIMUM AMOUNT PAYABLE</i> \$525,000 for 3-year contract (\$175,000 annual total: \$171,000 annual contract fee plus \$4,000 annual miscellaneous reserve)</p>

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



RFP 10830-24
Tourism Marketing & Business Promotion Program
Scope of Work

Overview:

Bullseye Creative will work under the ongoing management of City staff to manage Redmond's Tourism Marketing and Business Promotion Program, "Experience Redmond." The Scope of Work includes the following areas:

1. Client Relations and Reporting
2. Project Management
3. Partnership Meetings and Development
4. Content and Promotion Development
5. Website/Digital Management
6. Event Assistance
7. Media & Production Management

Work Schedule:

The City intends to enter into an initial three-year agreement from January 1, 2025 to December 31, 2027, with one (1) optional three (3) year renewal term, for a potential maximum total term of six (6) years.

Monthly rates shall remain unchanged for the initial three (3) year period. Should the City exercise a renewal option, the City and Bullseye Creative will discuss necessary changes to services and confirm prices/rates prior to each renewal. Bullseye Creative will 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 City's sole discretion. The City reserves the right to cancel this contract at any time, with thirty (30) days written notice.

Scope of Work Details:

1. CLIENT RELATIONS AND REPORTING

- Monthly client strategy and reporting meetings to present upcoming promotional strategy and communication calendar for review. Agendas provided in advance for client feedback and approval.
- Quarterly reporting on scope of work and budget status, campaign performance and data analytics and analysis. Reports delivered by final day of month in January, April, July and October for the previous quarter. Client to provide input for strategy adjustment, as necessary.
- Communication of industry trends to client, as available.



2. PROJECT MANAGEMENT

- Assisting client with the planning and promotion of the Tourism Strategic Plan initiatives
- Subscriber list management, and distribution of monthly Experience Redmond e-newsletter, with client approval.
- Support of LTAC tourism grant application promotion, and grant recipient compliance.
- Design and development of brand-consistent templates, as requested by the client, for use by the client and other partners in tourism-marketing grant applications, RFP responses, etc.
- Provision of analysis and visualizations of tourism data (tourism and economic impacts, etc).
- Management all creative resources (brand, photos, videos, collateral materials), and sharing of native files of final and approved works with City Communications Department.
- Local delivery of collateral materials to client and/or partners (hotels, Redmond Town Center, City Parks, local business partners, etc), as needed.

3. PARTNERSHIP MEETINGS AND DEVELOPMENT

- Maintain partnerships with City of Redmond staff, OneRedmond, King County Parks, Woodinville Wine Country, Redmond Town Center, hoteliers, neighboring Eastside cities, tour organizers, LTAC grant event producers, other major Redmond events, multi-family communities, breweries/restaurants, and other partners as directed by the client.
- Share and post marketing from partners that aligns with Redmond's tourism strategy, and/or advertises hotel marketing and packages as directed by the client (on social media, website, e-newsletter).
- Partner with and support OneRedmond and the Redmond Hotels Committee in the promotion of BRTPA efforts to drive positive economic impact to Redmond hotels.
- In-person attendance of OneRedmond quarterly meetings and/or networking events, as requested by the client.
- In-person attendance of quarterly Eastside Tourism Committee meetings, and annual hosting of one committee meeting in Redmond, if necessary.
- Participate in other meetings, as needed (LTAC, BRTPA Planning, City Council, hoteliers) to share marketing strategy and metrics, as directed by the client. One to two total additional meetings per month, as needed.

4. CONTENT AND PROMOTION DEVELOPMENT

- At the beginning of each three-year campaign, Bullseye Creative will collaborate with stakeholders to research and develop a strategic brand messaging platform, in support of the Tourism Strategic Plan. This includes evaluation of the City's core attributes and unique selling propositions, competitive analysis, and persona profile development to identify our primary and secondary target audiences. Then, Bullseye will work with the stakeholder group to develop creative messaging options for brand positioning (with client input, feedback and approval).
- Bullseye will also work with City and other stakeholders on district placemaking messaging and branding, which will then be updated on the website and throughout all other materials.
- Develop monthly promotional calendar and hotel packages with seasonal themes (arts and culture, winter programming, dog-friendly activities, historic highlights, etc. This includes partnership promotional content, such as Woodinville Wine Country, STG concerts, WorldCup, etc)
- Develop and design weekly social media content (copy, graphics, design), including searching/filtering and curating of Redmond-related user-generated content.



- Develop and design monthly updates to website content with curated event information.
- Write and promote monthly blog posts per year (event promotion and other content) in addition to 6-10 annual itineraries promoting overnight stays in Redmond. Bullseye will also publish any provided blog post content from contributing partners (including Communications staff, City interns, etc).
- Develop, design, code, test and distribute monthly e-newsletter to Experience Redmond subscribers (with client review and approval).
- Write and publish monthly business directory updates (more frequently, if urgency is necessary) using client-provided direction and/or our own sourcing of content.
- Write and design advertorials and various print collateral, with client input and approval, as needed.
- Develop, negotiate, promote and manage occasional contests (one to two per year) including prize distribution, as appropriate, to promote partner events and overnight stays.
- Develop and maintain Redmond Tourism marketing digital media kit (photos & videos) for event producers, neighboring cities, and other partners.
- Art direct photographers and videographers at two (2) to four (4) Redmond events per year, as directed by client. May require additional budget for professional videographers and photographers.

5. WEBSITE/DIGITAL MANAGEMENT

- Manage all weekly content updates to the website's events calendar and featured events, including response to user-generated events content, under the oversight of City staff as necessary.
- Manage monthly updates to website content, including business directory additions, featured landing page content, and seasonal thematic messaging.
- Daily management of "visit@experienceredmond.com" email communication and website form submissions
- Publishing/posting of social media content (Facebook, Instagram, X, TikTok, YouTube, and any other relevant channel), with two (2) to five (5) posts per week, including user engagement and interaction, notification and direct message responses, and inappropriate comment management.
- Monthly provision and maintenance of dedicated virtual hosting environment, and server monitoring and management.
- Monthly updates of code (plugins, theme settings) to ensure compliance and security.
- Monthly management of organic SEO (Search Engine Optimization) tactics, including directory registration/indexing, content strategy, keyword analysis and updates, onsite updates to meta data and alt text, and offsite update for link-building.
- Development of code upgrades and additions (new pages and features) as necessary and allowed by scope.
- Provide City staff with website Admin Editor access to manage content updates as needed.

6. EVENT ASSISTANCE

- Integration of partner-provided event sales tools into the Experience Redmond website.
- Sharing of any event leads or fields/facilities inquiries with BRTPA Redmond, City staff, and hoteliers, as necessary.
- Assistant of monthly reporting of lead generation using available data systems.
- Collaboration with partners, such as BRTPA Redmond, as directed by client.



- Annual collaborative presentation of Tourism Marketing Workshop/Webinar delivered to LTAC grant recipients, as well as any other interested parties.
- Support City staff in coordination of Seattle Sports Commission or other large event solicitation by collaborating on proposals or co-hosting of site tours, as needed.

7. MEDIA AND PRODUCTION MANAGEMENT

- Develop and deploy digital (PPC) advertising on search and social media channels monthly, including advertising dashboard management. Digital media to require separate media budget (TBD).
- Design print advertising media, as needed and directed by client, up to two (2) or three (3) print ads per year. Print media to require separate media budget.
- Monthly analysis and recommendations for adjustment based on data trends.
- Management of print collateral (annual visitor guide updates, and as-needed production coordination of stationery, flyers, and other promotional assets).

Years Two (2026) and Three (2027) will be similar Scope of Work as Year One (2025), although we will not need to redevelop the Strategic Brand Messaging each subsequent year.



PRICING & BILLING

All rates are based on estimated hours as defined in the RFP's Scope-of-Work, billed at our flat hourly rate of \$250. Bullseye Creative to submit monthly invoices after work completed, with terms of net 30. Administration expenses billed separately, as outlined below. Any additional budgets, including: digital PPC media (TBD), photography & videography expenses, or printing & production of collateral materials will be specified by the client annually, and either paid directly to media/vendor or billed separately.

ANNUAL INVESTMENT BUDGET (2025 - 2027)		
Scope of Work Area or Expense	Monthly Hours	Monthly Investment
Client Relations & Reporting (84 hours per year)	7 Hours	\$1,750
Project Management (72 hours per year)	6 Hours	\$1,500
Partnership Meetings & Development (48 hours per year)	4 Hours	\$1,000
Content Development (240 hours per year)	20 Hours	\$5,000
Website/Digital Management (144 hours per year)	12 Hours	\$3,000
Event Assistance (36 hours per year)	3 Hours	\$750
Media & Production Management (60 hours per year)	5 Hours	\$1,250
Total Monthly Investment		\$14,250
Total Annual Investments		\$171,000

TOTAL FOR INITIAL THREE-YEAR TERM: \$513,000

ANNUAL ADMINISTRATIVE EXPENSES	
Expected Annual Admin Expenses, Billed Separately	Annual Budget
Expense: ahrefs (a tool used for SEO Management)	\$2,500
Expense: MetriCool (a tool used for Search & Social)	\$1,000
Expense: MailChimp (a tool used for e-Newsletter)	\$2,500
Expense: Bee.io (a tool used for e-Newsletter)	\$400
Expense: Microsoft (a tool for hosting of Outlook Email)	\$108
Expense: WP Engine, etc (a tools used for Hosting & Premium Plugin Licenses)	\$3,600
Total Annual Administration Investment	\$10,108



BID RESPONSE

Responding To:

Bid/Project Number: IFB 10830-24

Bid/Project Title: Tourism Marketing and Business Promotion Program Consultant

Closing Date: 08/06/2024 10:00am PST

Submitted By:

Name of Company Submitting Response:

Bullseye Creative, Inc

Printed Name of Person Submitting Response:

Peter Klauser

Email:

peterk@bullseyecreative.com

Signature of Person Submitting Response:

Signed by:
Peter Klauser
E85565ECBFD8429...

Date:

8/5/2024

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here



City of Redmond Tourism Marketing & Business Promotion Program Consultant

August 06, 2024

Prepared for: Heidi Johnson; *Sr Purchasing Agent*
Jackie Lalor; *Economic Development & Tourism Promotion Admin*
Philly Marsh; *Economic Development Manager*
The City of Redmond

Prepared by: Peter A. Klauser; *Account Warrior*
Bullseye Creative, Inc



August 06, 2024

Greetings, fellow Redmond enthusiasts!

We are delighted to submit our proposal for a fresh and exciting new direction of the Redmond Tourism Marketing Program. After managing the Experience Redmond brand and advertising campaign for nearly nineteen years, we embrace this opportunity to apply a unique approach to the City's tourism marketing efforts.

We have successfully evolved and adapted our scope of work many times, as the City has grown exponentially over the years. When we first started the Experience Redmond campaign, there were only four hotels in our City, and the LTAC budget was a small fraction of what it is today. The future promises to be equally dynamic, with many new and exciting changes on the horizon. We are ready and willing to grow, too, while continuing to focus on supporting the City's strategic tourism and economic development goals.

The City of Redmond is at a pivotal crossroads. While the marketing efforts can continue to celebrate everything that makes Redmond unique (its cultural diversity, technological innovation, lush network of parks and trails, world-class hotels, unique boutiques and delectable dining options), there are many new factors that have recently been introduced (BRTPA, The Strategic Tourism Marketing Plan, Redmond 2050 Plans, Light Rail connections, and so on). Bullseye Creative is uniquely positioned to bring all parties to the table to collaborate on a creative partnership, and successfully navigate these many changes together.

We are also flexible and malleable, and open to input and guidance from the City staff, hotels, BRTPA representatives, and other stakeholders. We have a great deal of successful experience in management of creative civic messaging campaigns for tourism, public safety, transportation and parking, local neighborhood businesses, and the promotion of large events hosting thousands of attendees.

Bullseye Creative is a local, family-owned agency, and a proud licensed Redmond business (as we have been for many years). We are fully capable to provide all services required by the RFP with our small-but-mighty team. As co-founder of the company, I will be your primary contact, and I am supported by an awesome team of creative thinkers.

The entire Bullseye Creative crew is *passionate* about Redmond, and we are ready to fight hard to continue promoting this incredible city.

We are eager and excited about this opportunity to continue to partner with the City of Redmond, the hoteliers, and other partners on the development of new and innovative marketing initiatives to promote overnights and increase visitor traffic.

Looking forward,

Peter A. Klauser
Account Warrior
(206) 683-4239
peterk@bullseyecreative.com

Bullseye Creative, Inc
317 N 148th Street
Shoreline, WA 98133

Bullseye Creative was formed in 1996 as a Partnership, converted to an LLC in 1997, and then incorporated in the State of Washington in 2006. See current/active business license in attached appendix.



BULLSEYE CREATIVE TEAM, EXPERIENCE AND CAPABILITIES

Bullseye Creative is a high-energy, high-impact creative agency born and raised in the Pacific Northwest. Founded in 1996 by brothers, James and Peter Klauser, our company has grown to a small but powerful team of creative superheroes. We are careful about our growth and selective about our client list, working only with people and organizations who we are passionate about. At Bullseye Creative, we are laser-focused on the success of our clients, our company, and each other.

Bullseye Creative offers a wide range of boutique brand-management services to complement our creative experience. From brand development to graphic design & messaging; from digital advertising to traditional media; and from signage to video production; we truly are a one-stop-shop with a full suite of creative capabilities! See appendix for our client list and work samples.

Every member of the Bullseye Creative team is involved in the management of the Experience Redmond brand and advertising efforts, however your points of contact will continue to be Peter Klauser, Huso Paco, and Chloe Forrer (resume bios provided on following page). Our agency's simple organizational chart is seen below:





PETER KLAUSER *Account Warrior*

Co-founder of Bullseye Creative, Peter has more than 30 years of Project Management experience. Peter’s attention to detail impacts every project Bullseye Creative executes. Peter’s leadership and creative-direction is instrumental in the implementation of effective campaigns tailored to each client’s needs. Peter is a master of communication, working closely with clients, vendors, and our creative team to ensure that all parties are on the same track, driving toward the same goal.

JAMES KLAUSER *Creative Guru*

Co-founder of Bullseye Creative—with more than 30 years of branding, design, art direction, and consumer behavior experience—James’s creative vision combines form with function. James has design experience in a wide variety of areas including print, brand, web, media campaigns, and more. James’s marketing sensibilities, creative direction and high-impact creative skills have continued to underscore Bullseye Creative as one of the Pacific Northwest’s premier creative marketing agencies.

HUSO PACO *Social Samurai*

As content and media specialist, Huso works closely with clients to solve their unique goals with diligence and creativity. His commitment to understanding each client’s mission stands out through his passion and drive for making an impact through marketing and media.

CHLOE FORRER *Creative Coordinator*

Chloe is a wizard with communication and coordination. She works her magic on management of projects, supporting the client and the creative team with content creation, QA testing, and other key factors to keep the projects moving toward the finish line.

SETH PILLERS *Director of Pixels*

Seth brings client stories to life through creative design and content cultivation. His impeccable attention to detail shines through in his design and video production work. Seth has a keen fascination of user behavior, and his award-winning designs ensure a superb final product.

MEGAN FERLAND *Code Whisperer*

Megan is truly the Queen of problem-solving in the most unique ways imaginable. She offers a visionary approach to her website development and code management services, and will produce pixel-to-pixel perfection in everything she builds.

EXTENDED TEAM OF PARTNERS

Bullseye Creative boasts 28 years worth of valuable vendor relationships, with an extended network of photographers, videographers, animators, media partners, public relations professionals, and many other creative collaborators. Our Partnership Approach means Bullseye’s extended team includes thousands of supporting players. Should it become necessary to collaborate with one of our partners on this project, we’ll be delighted to introduce you to them for your input and approval. They all ROCK, just like we do.



METHODOLOGY

Bullseye is a highly-collaborative creative agency, subscribing to a success-through-partnership approach. We are also incredibly flexible and easy to work with. Our project management is based on constant communication, availability, and adaptability.

Our Experience Redmond creative strategy will be laser-focused on the primary objective of driving overnight visitor traffic to Redmond, Washington (whether attracting new visitors, or encouraging existing visitors to extend their stay through the weekend) with a particular interest in improving metrics during the shoulder season (October through April).

Following the Scope-of-Work outlined in the RFP, Bullseye Creative's work approach includes:

CLIENT RELATIONS AND REPORTING

Bullseye Creative will manage communication with client contacts, including enhanced data analytic reporting. Client Relations and Reporting work to include:

- Monthly client strategy and reporting meetings to present upcoming promotional strategy and communication calendar for review. Agendas provided in advance for client feedback and approval.
- Communication of industry trends to client, as available.
- Quarterly reporting on scope of work and budget status, campaign performance and data analytics and analysis. Client to provide input for strategy adjustment, as necessary.

PROJECT MANAGEMENT

Bullseye Creative will manage all aspects of the project, including client and partner support as needed. Project Management work to include:

- Assisting client with the planning, promotion, and implementation of the Tourism Strategic Plan.
- Distribution of monthly Experience Redmond newsletter, with client approval.
- Support of LTAC tourism grant application promotion, and recipient compliance.
- Design and development of brand-consistent templates (RFP responses, presentations, etc), as requested by the client.
- Provision of analysis and visualizations of tourism data (tourism and economic impacts, etc).
- Management all creative resources (brand, photos, videos, collateral materials), and sharing of all native files with City of Redmond Communications as needed.
- Local delivery of collateral materials to client and/or partners (hotels, Redmond Town Center, City Parks, local business partners, etc), as needed.



PARTNERSHIP MEETINGS AND DEVELOPMENT

Bullseye Creative will nurture and strengthen existing partnerships, and attend/host in-person meetings throughout the year. Partnership Meetings and Development work to include:

- Maintain partnerships with City of Redmond staff, OneRedmond, King County Parks, Woodinville Wine Country, Redmond Town Center, hoteliers, neighboring Eastside cities, tour organizers, LTAC grant event producers, other major Redmond events, multi-family communities, breweries/restaurants, and other partners as appropriate.
- Partner with and support OneRedmond and the Redmond Hotels Committee in the promotion of BRTPA efforts to drive positive economic impact to Redmond hotels.
- In-person attendance of OneRedmond quarterly meetings and/or networking events, as requested by the client.
- In-person attendance of quarterly Eastside Tourism Committee meetings, and annual hosting of one committee meeting in Redmond, if necessary.
- Participate in other meetings, as needed (LTAC, BRTPA Planning, City Council, hoteliers) to share marketing strategy and metrics, as directed by the client. One to two total additional meetings per month, as needed.

CONTENT AND PROMOTION DEVELOPMENT

Bullseye Creative will develop all promotional content for the management of the marketing campaign. Content and Promotion Development work to include:

- At the beginning of each three-year campaign, Bullseye Creative will collaborate with stakeholders to research and develop a strategic brand messaging platform, in support of the Tourism Strategic Plan. This includes evaluation of the City's core attributes and unique selling propositions, competitive analysis, and persona profile development to identify our primary and secondary target audiences. Then, Bullseye will work with the stakeholder group to develop creative messaging options for brand positioning (with client input, feedback and approval).
- Bullseye will also work with City and other stakeholders on district placemaking messaging and branding, which will then be updated on the website and throughout all other materials.
- Develop monthly promotional calendar and hotel packages with seasonal themes (arts and culture, winter programming, dog-friendly activities, historic highlights, etc. This includes partnership promotional content, such as Woodinville Wine Country, STG concerts, WorldCup, etc)
- Develop and design weekly social media content (copy, graphics, design), including searching/filtering and curating of Redmond-related user-generated content.
- Develop and design monthly updates to website content with curated event information.
- Write and promote monthly blog post (itineraries, event promotion, and other content) promoting overnights in Redmond.
- Develop, design, code, test and distribute monthly e-newsletter to Experience Redmond subscribers (with client review and approval).
- Write and publish monthly business directory updates with client-provided content.
- Write and design advertorials and various print collateral, with client input and approval, as needed.
- Art direct photographers and videographers at various Redmond events, as directed by client (up to four events per calendar year).
- Develop, negotiate, promote and manage occasional contests (one to two per year) including prize distribution, as appropriate, to promote partner events and overnight stays.
- Maintain Redmond Tourism marketing media kit (photos & videos) for event producers, neighboring cities, and other partners.
- All final native files are to be shared with the client and City Communications team.



WEBSITE/DIGITAL MANAGEMENT

Bullseye Creative will monitor and manage updates and upgrades to the website and digital environment. Website/Digital Management work to include:

- Manage all weekly content updates to the website's events calendar and featured events, including response to user-generated events content, under the oversight of City staff as necessary.
- Manage monthly updates to website content, including business directory additions, landing page callouts, and seasonal thematic messaging.
- Publishing and promotion of social media content (Facebook, Instagram, X, TikTok), with two (2) to five (5) posts per week, including user engagement and interaction, notification and direct message responses, and inappropriate comment management.
- Monthly provision and maintenance of dedicated virtual hosting environment, and server monitoring and management
- Monthly updates of code (plugins, theme settings) to ensure compliance and security.
- Monthly management of organic SEO (Search Engine Optimization) tactics, including directory registration/indexing, content strategy, keyword analysis and updates, onsite updates to meta data and alt text, and offsite update for link-building.
- Development of code upgrades and additions (new pages and features) as necessary and allowed by scope.
- Annual renewal and maintenance of privacy registration for domain names, and permanent 301 redirects for alternate and sub-domains.
- Provide City staff with website Admin access to manage content updates as needed.

EVENT ASSISTANCE

Bullseye Creative will collaborate with BRTPA on event lead management. Event Assistance work to include:

- Integration of event sales tools into the Experience Redmond website.
- Assistant of monthly reporting of lead generation using available data systems.
- Collaboration with partners, such as BRTPA Redmond, as directed by client.
- Annual collaborative presentation of Tourism Marketing Workshop/Webinar delivered to LTAC grant recipients, as well as any other interested parties.
- Support City staff in coordination of Seattle Sports Commission or other large event solicitation by collaborating on proposals or co-hosting of site tours, as needed.

MEDIA AND PRODUCTION MANAGEMENT

Bullseye Creative will manage, analyze, recommend, and execute advertising opportunities for Redmond tourism, including introduction of innovative ideas embracing technology. Media and Production Management work to include:

- Develop and deploy digital (PPC) advertising on search and social media channels monthly, including advertising dashboard management.
- Monthly analysis and recommendations for adjustment based on data trends.
- Design print advertising media, as needed and directed by client.
- Management of print collateral (annual visitor guide updates, and as-needed production coordination of stationery, flyers, and other promotional assets).
- Art direction and coordination of quarterly video and photography asset development, through creative partners.
- Management of media, P.R., photo/video, and influencer marketing budget (to be proposed annually by Bullseye Creative, and approved by client).



PROJECT TIMELINE

YEAR ONE TIMELINE, MAJOR MILESTONES (2025)	
January 2025	Strategic Brand Messaging Development Development of promotional calendar and media budget Quarterly Reporting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
February 2025	Strategic Brand Messaging Development Eastside Regional Tourism meeting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Grant Recipient Compliance Management Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
March 2025	Strategic Brand Messaging Development Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Photo/Video Art Direction Host Tourism Marketing Workshop/Webinar Client Strategy Meeting
April 2025	Quarterly Reporting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Client Strategy Meeting



YEAR ONE TIMELINE, MAJOR MILESTONES (2025)	
May 2025	Eastside Regional Tourism meeting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
June 2025	Weekly/Monthly Content Development Monthly Website & SEO Updates Annual Domain Name Management Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Photo/Video Art Direction Client Strategy Meeting
July 2025	Quarterly reporting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Annual Updates to Visitors Guide Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
August 2025	Eastside Regional Tourism meeting Tourism Grant Marketing and Promotion Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
September 2025	Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Photo/Video Art Direction Client Strategy Meeting



YEAR ONE TIMELINE, MAJOR MILESTONES (2025)	
October 2025	Quarterly Reporting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
November 2025	Eastside Regional Tourism meeting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
December 2025	Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Photo/Video Art Direction Client Strategy Meeting

Years Two (2026) and Three (2027) will be similar to Year One (2025), although we will not need to redevelop the Strategic Brand Messaging in the first quarter.



PRICING METHODOLOGY

We are in the *investment* business. We invest our heart and soul into our clients, and we strive to develop long-term deep, meaningful relationships with people who value us and our work. Of course, we are also paid for our work, and we recognize that these fees are simply *investments* in the future returns for our client’s growth.

All rates are based on estimated hours as defined in the RFP’s Scope-of-Work, billed at our flat hourly rate of \$250 (applies to all members of the Bullseye Creative team). No sub-consultants are expected for the stated Scope of Work Areas itemized below. No additional expenses are anticipated. Bullseye will submit an annual media budget (approximately \$100,000) for public relations, photo and video expenses, influencer campaigns, digital/print advertising/media, hosting and domain expenses, and any other innovative marketing opportunities. Client will review and approve proposed media budget annually (with recommended partners, as required). Quoted hours and investment estimates are valid 90 days from date of proposal.

ANNUAL INVESTMENT BUDGET (2025 - 2027)		
Scope of Work Area	Estimated Monthly Hours	Total Monthly Investment
Client Relations & Reporting	7 Hours	\$1,750
Project Management	6 Hours	\$1,500
Partnership Meetings & Development	4 Hours	\$1,000
Content Development	20 Hours	\$5,000
Website/Digital Management	12 Hours	\$3,000
Event Assistance	3 Hours	\$750
Media & Production Management	5 Hours	\$1,250
Total Monthly Investment	57 Hours/Month	\$14,250
Total Annual Investments	684 Hours/Year	\$171,000

TOTAL FOR INITIAL THREE-YEAR TERM: \$513,000



REFERENCES

We are proud of the relationships we've built over the 28 years that Bullseye Creative has been delivering impact to our trusted clients. We encourage you to check out our 5-star reviews ([Google Reviews](#), [Yelp Reviews](#), [Facebook Reviews](#)), and we invite you to contact the following clients for a personal testimonial:

Jackie Lalor

Tourism Program Manager
City of Redmond
jlalor@redmond.gov
(425) 556-2209

Lori Anderson

Marketing Manager
DACO Corp
lori@dacocorp.com
(425) 264-4831

Philly Marsh

Economic Development Manager
City of Redmond
pmarsh@redmond.gov
(425) 588-8555

Leigh Henderson

Founder
Alexa's Cafe & Catering
leigh@alexascafe.com
(425) 770-2774

Jim Demonakos

Founder
Emerald City Comic Con & LightBox Expo
jim@lightboxexpo.com
(425) 268-1084

Helen Banks Routon

Director of Development
KidVantage
helenr@kidvantage.org
(425) 372-7525

Janet Silcott

Vice President Marketing
Kitsap Bank
jsilcott@kitsapbank.com
(360) 876-7807

Griffin Farnes

Brand & Marketing Manager
MOTO Pizza
griffin@xoxomoto.com
(206) 554-1333

APPENDIX

The following pages include our proposal appendix, featuring our City of Redmond business license, client list, and work samples/case studies showcasing relevant graphic design, creative copywriting, data analytics, marketing websites, and brand development work.

City of Redmond Experience Redmond Tourism Marketing

Presented by Bullseye Creative • 08-06-2024



Appendix



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

BULLSEYE CREATIVE, INC.
BULLSEYE CREATIVE INC (FORMERLY BULLSEYE GRAPHICS, LLC)
317 N 148TH ST
SHORELINE WA 98133-6406

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Nov 03, 2023

Unified Business ID #: 602554289

Business ID #: 001

Location: 0001

Expires: Nov 30, 2024

CITY/COUNTY ENDORSEMENTS:

REDMOND GENERAL BUSINESS - NON-RESIDENT #RED07-000112 - ACTIVE

LICENSING RESTRICTIONS:

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

- BULLSEYE
- BULLSEYE ADVERTISING
- BULLSEYE CREATIVE
- BULLSEYE CREATIVE INC (FORMERLY BULLSEYE GRAPHICS, LLC)
- BULLSEYE GRAPHICS

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 602554289 001 0001

BULLSEYE CREATIVE, INC.
BULLSEYE CREATIVE INC
(FORMERLY BULLSEYE
GRAPHICS, LLC)
317 N 148TH ST
SHORELINE WA 98133-6406

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
REDMOND GENERAL BUSINESS -
NON-RESIDENT #RED07-000112 -
ACTIVE

STATE OF WASHINGTON

Expires: Nov 30, 2024

Bullseye Creative was formed in 1996 as a Partnership, became an LLC in 1997, and then incorporated in the State of Washington in 2006



City of Seattle



Redmond
WASHINGTON



Our Clients

Bullseye Creative works with a well-rounded list of notable clients in the Pacific Northwest, and beyond. Our industry experience includes consumer products, retail, business to business, tourism, event promotion, real estate, government, non-profit, technology, gaming & entertainment, and more.



FRED HUTCH
CURES START HERE

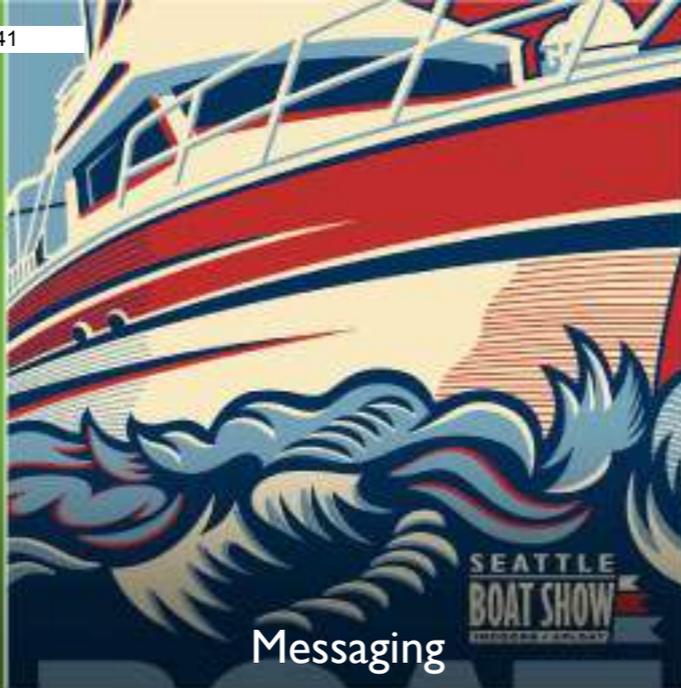


SOUNDTRANSIT





Brand Development



Messaging



Digital/Web



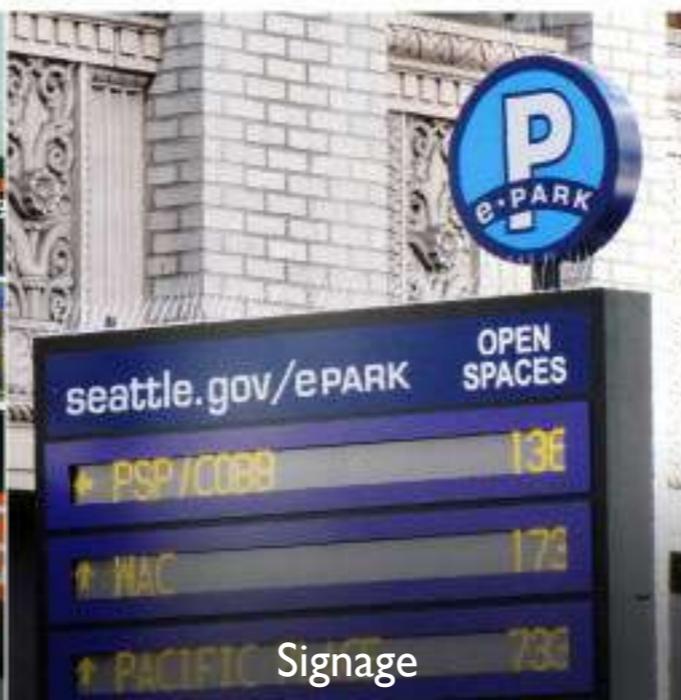
Social Media

Our Services

Bullseye Creative offers a wide range of boutique brand-management services to complement our creative experience. From brand development to graphic design & messaging; from digital to traditional media; and from signage to video production; we truly are a one-stop-shop with a full suite of creative capabilities!



Print Collateral



Signage



Media/Outdoor



Video Production



Brand Experience

We love brands, and we have developed a wide variety of identities for a diverse set of clients and industries. An effective identity must accurately convey an organization's personality while appealing to each of the intended target audiences. Bullseye speaks a lot of languages.



sitting month
MEALS





Case Study

Experience Redmond

For nineteen years, Bullseye Creative has served as the Agency Of Record for the City of Redmond, managing the marketing for the City's tourism and event awareness campaign. Media includes: web, social media, SEO/SEM, email direct marketing, PR, video, photography, and promotional partnerships. Bullseye has successfully developed a brand and messaging strategy, and increased conversions (links directed to hotel reservation pages) each year of the campaign. In addition, Bullseye has expanded responsibilities and changed direction multiple times with grace and ease.



Technically, Redmond Has it All



Host Your Event in the Heart of Northwest Tech

Redmond is a hub for technology, culture, and the great outdoors. Redmond is located just east of Seattle, with convenient access to wine country or SeaTac airport. Known as the Bicycle Capital of the Northwest, Redmond is home to scenic parks and trails, and a walkable urban center bustling with shopping, dining, and world-class hotels.

ExperienceRedmond.com is your definitive resource for events, attractions, activities and everything Redmond.



Contact Us Today and Learn More.
experienceredmond.com/group-gatherings



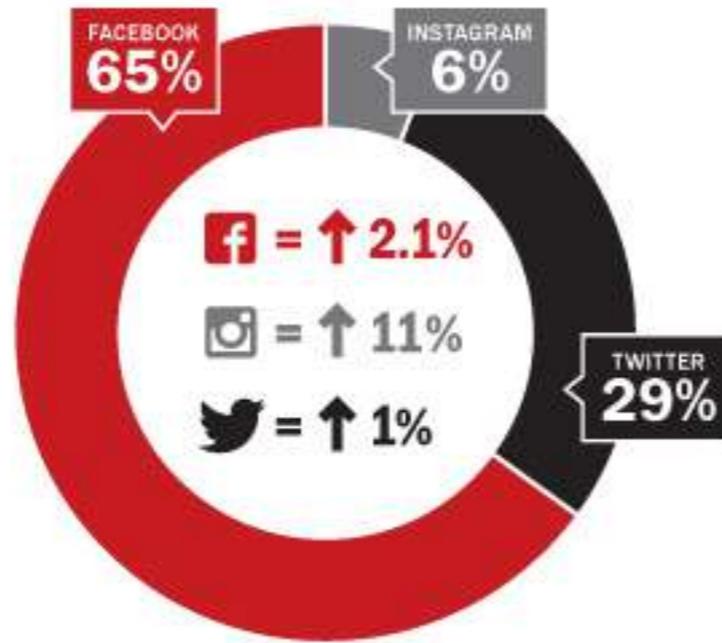
Home to a diverse collection of indoor and outdoor meeting spaces, Redmond is where nature meets technology. Make your next event unique and memorable. experienceredmond.com



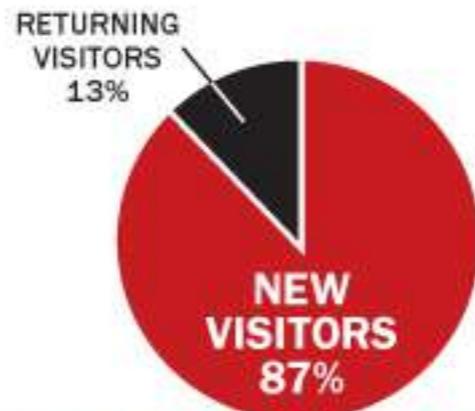
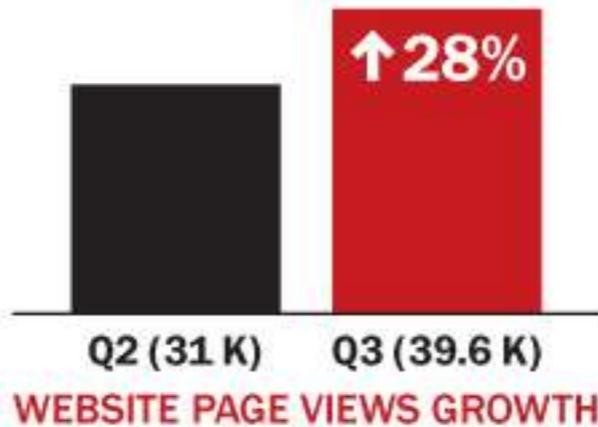
Contact Us Today and Learn More.
experienceredmond.com/host-your-event-here



Follower Representation



↑56.9%
TOTAL FOLLOWERS



MAKEUP OF WEBSITE AUDIENCE



OCTOBER 2018

Redmond, known for its beautiful and expansive natural setting, also has a dark side to it as well. Legend says some of the people of this city have stuck around in the afterlife. This October, Redmond will be bustling with visitors seeking to be spooked by numerous zombies that stem from the city's fright-filled Town Center... Here are some haunts you won't want to miss this Halloween-season:



THRILL THE WORLD 2018

October 27th, 2018

Head to the haunted Redmond Town Center this October for a zombie-infested tradition. Every year, the apocalyptic mob gets their groove on to Michael Jackson's global phenomenon, THRILLER! This annual Halloween scare will take place October 27th.





Case Study

City of Redmond “You Stay We Pay”

In the Spring of 2021, Bullseye Creative produced a tourism stimulation plan for the City of Redmond, establishing the “Geek Out Gold” community currency, and advertising a “You Stay We Pay” incentive promotion. The City’s \$50,000 incentive investment attracted 530 new hotel guests, booking 1550 new room nights. At an average of 2.9 nights per booking, and average rates of \$125 per night, the investment returned \$193,750 in new revenue to Redmond hotels. In addition, the \$50,000 of distributed community currency was redeemed at participating Redmond businesses, with customers spending an average of 1.5x the certificate’s face value. This generates an additional \$75,000 of economic impact to the small business community. In total, the incentive brought \$268,750 in cumulative economic impact to the City of Redmond’s local economy.



The city of Redmond is trying a new tactic to bolster a resurgence in tourism: giving visitors money

March 21, 2021 at 6:50 am | Updated March 21, 2021 at 11:12 pm



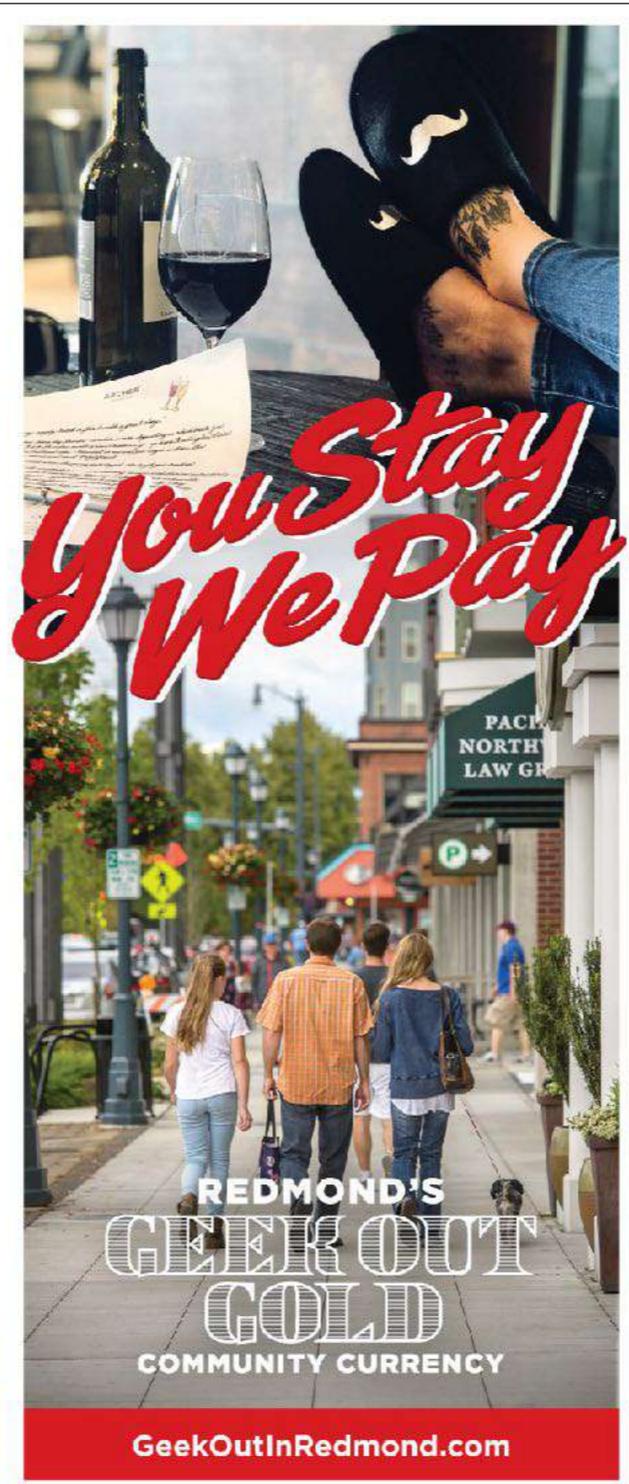
1 of 6 | The city of Redmond is trying to stimulate the local economy with a new idea: Giving away money. In late March, the city will give \$100 in gift certificates to a set number of people who book a two-night stay at a hotel in Redmond. Show more in Redmond's Tour... More...

By Chris Talbott

Special to The Seattle Times

The city of Redmond wants you to visit. So bad that tourism officials there will pay you \$100 to do so.

Got your shots and itching for a "vaxication"? Or just can't stand being a shut-in anymore following our long winter of COVID-19? Starting Sunday, by booking two nights at a participating hotel in the town that Microsoft made



WELCOME TO
REDMOND'S
GEEK OUT GOLD
COMMUNITY CURRENCY

For visiting Redmond, and for staying in our *You Stay, We Pay* hotels, local businesses are expanding and to help you take advantage and discover a local coffee shop, enjoy dinner at one of our restaurants, or pamper yourself at a spa.

Geek Out Gold on pizza and pet-friendly beer, hotels and home fitness facilities, and so much more. Participating merchants are the most passionate in the Pacific Northwest.

A wealth of activities, a vast array of attractions, hiking, trails, and more.

Redmond's lush landscape, shopping, dining, & lodging options, and myriad of things and myriads of things.



Stay Two Nights at a Redmond Hotel and You'll Receive

\$100

To Spend While You're in Town!



MONIQUE MING LAVEN
MONIQUEKIRO7

KIRO 7
kIRO7.com

shopping, dining, & lodging options

OneRedmond experience Redmond.com GEEK OUT IN REDMOND Redmond WASHINGTON

To see the most current list of merchants accepting Geek Out Gold, visit us online.
GeekOutInRedmond.com



BOOK NOW!



Case Study

Emerald City Comicon

In their seventh year, Emerald City Comicon (ECCC)—the Seattle-based comic book & pop culture event—asked Bullseye Creative to help the show grow past the 9,000 attendee mark.

That year, we increased their attendance from 9,000 to 20,000!! In our second year as Agency Of Record, we helped the Con grow to 32,000 attendees. In the following years, we continued to grow ECCC attendance, and the show now hosts more than 100,000 guests!! Each year, the show adds space capacity, and still sells out quickly. Emerald City Comicon is now one of the top five comic and pop culture conventions in the world.





The website layout for Emerald City Comicon 2016 features a green and red color scheme. At the top, the logo 'EMERALD CITY COMICON' is displayed next to the dates 'APR 7-10 | 2016' and the location 'Washington State Convention Center SEATTLE, WASHINGTON'. A central banner features a photo of Stan Lee with the text 'THWIP STAN LEE' and 'THE MAN THE LEGEND 'NUFF SAID'. Below the banner is a navigation menu with buttons for NEWS, BUY PASSES, GUESTS, THE SHOW, EXHIBITORS, GAMING, WRITERS BLOCK, ECCC COMICS, EXCLUSIVES, KIDS AREA, SPECIAL EVENTS, HOTELS/TRAVEL, APPLICATIONS, F.A.Q., and CONTACT. The main content area includes a 'WELCOME TO EMERALD CITY COMICON' section with introductory text, a 'RECENT NEWS' section with two articles, and a 'SHOW FLOOR HOURS' section with a table of event times.

NEWS

BUY PASSES

GUESTS

THE SHOW

EXHIBITORS

GAMING

WRITERS BLOCK

ECCC COMICS

EXCLUSIVES

KIDS AREA

SPECIAL EVENTS

HOTELS/TRAVEL

APPLICATIONS

F.A.Q.

CONTACT

WELCOME TO EMERALD CITY COMICON

Emerald City Comicon is the premier comic book and pop culture convention in the Northwest! In 2015 our attendance soared to 80,000 people over three days, and featured hundreds of comic book guests, celebrity guests and more!

For 2016, we're expanding to four days - Thursday, April 7 to Sunday, April 10! Tickets for ECCC 2016 will go on sale in late September. Sign up to receive our newsletter and connect with us on Twitter, Facebook and Instagram so you will be the first to know the latest ECCC 2016 news!

ECCC has everything you want for a weekend out with your fellow nerds: comic book Special Guests, your favorite Celebrity Guests, hundreds of Exhibitors and Artist Alley tables on our show floor, hours of Programming, Gaming tournaments and demos, exclusive Merchandise, Special Events and much more!

If you can't find what you're looking for, visit our [Frequently Asked Questions](#) page.

RECENT NEWS

09.02.2015 **New Tales From The Con!**

Posted by: Andrea D

(Formerly) Living Proof

08.26.2015 **New Tales From The Con!**

Posted by: Andrea D

Color Me Blue

SHOW FLOOR HOURS

April 7	2:00PM to 7:00PM
April 8	10:00AM to 7:00PM
April 9	10:00AM to 7:00PM
April 10	10:00AM to 5:00PM



The Premier Comic Book & Pop Culture Convention In The Northwest

2013 MAR 1-3
WASHINGTON STATE CONVENTION CENTER

OUR BIGGEST SHOW EVER!

MORE GUESTS, MORE SPACE, MORE EXHIBITORS
MORE GAMING, MORE PANELS, MORE... EVERYTHING!

www.EmeraldCityComicon.com | [/emeraldcitycomicon](https://www.facebook.com/emeraldcitycomicon) | [@EmeraldCityCon](https://twitter.com/EmeraldCityCon)

FEATURING:

PATRICK STEWART
"Star Trek: The Next Generation"

BILLY DEE WILLIAMS
"What a Boy Scout"

WELAN ANDERSON
"E-Post"

WALTER KURTZ
"The Firm"

WALTER KURTZ
"The Firm"

DAVE CONDUCT
"Baltimore Sound"

BATMAN

ADAM WEST BURT WARD
"Batman (1960s TV Show)"

...AND MORE!

The Northwest's Premier Comic Book & Pop Culture Convention

EMERALD CITY COMICON '14 *NOW THREE FULL DAYS!*

MARCH 28-30
WASHINGTON STATE CONVENTION CENTER
SEATTLE, WASHINGTON

www.EmeraldCityComicon.com | [/emeraldcitycomicon](https://www.facebook.com/emeraldcitycomicon) | [@EmeraldCityCon](https://twitter.com/EmeraldCityCon)

COMICS! CELEBS! COLLECTIBLES!

RICHARD DEAN ANDERSON
ELIZA DUSHKU
KARL URBAN
STEVEN YELN
DARY ELWER
MICHELLE NICHOLS
...AND MORE!



EMERALD CITY COMICON

MAR 27-29 2015

SUNDAY

EC3CC **MAR 27-29 | 2015**

PASSES ON SALE NOW!

MORE SHOW THAN EVER!

SUNDAY

15
EMERALD CITY COMICON
1999-2014
MARCH 2-4, 2015

THWIP

STAN LEE

THE MAN
THE LEGEND
'NUFF SAID



Case Study

The Seattle Boat Show

For the past several years, Bullseye Creative has managed all advertising creative duties for NMTA/NYBA and the Big Seattle Boat Show. Notably, in 2012 we developed an exciting viral marketing campaign coinciding with the national election, which we called "Get Out And Boat." The award-winning guerrilla marketing campaign included "political" (nautical) yard signs, "protest" banners hung from the freeway overpass, and "exit polling" at area marinas ("Hi. Who did you boat for today?")

Bullseye has led the event to increases in attendance, exhibitor registrations, and (most importantly) boat sales. In addition, we have helped the show achieve a primary goal of successfully targeting new markets and lowering the average age of the attendee.



CENTURYLINK FIELD & SOUTH LAKE UNION

65th ANNIVERSARY 1947-2012

SEATTLE BOAT SHOW
INDOORS • AFLOAT

BOAT

JAN 27 - FEB 5, 2012 • SEATTLEBOATSHOW.COM

f t

GetOutAndBoat.com

BOAT

Every

BOAT

2012

Counts

GetOutAndBoat.com

GETOUTANDBOAT.COM

BOAT

I BOATED

2012 SEATTLE BOAT SHOW

BOAT

2012

www.GetOutAndBoat.com

SUPPORT THE BOAT PARTY IN 2012

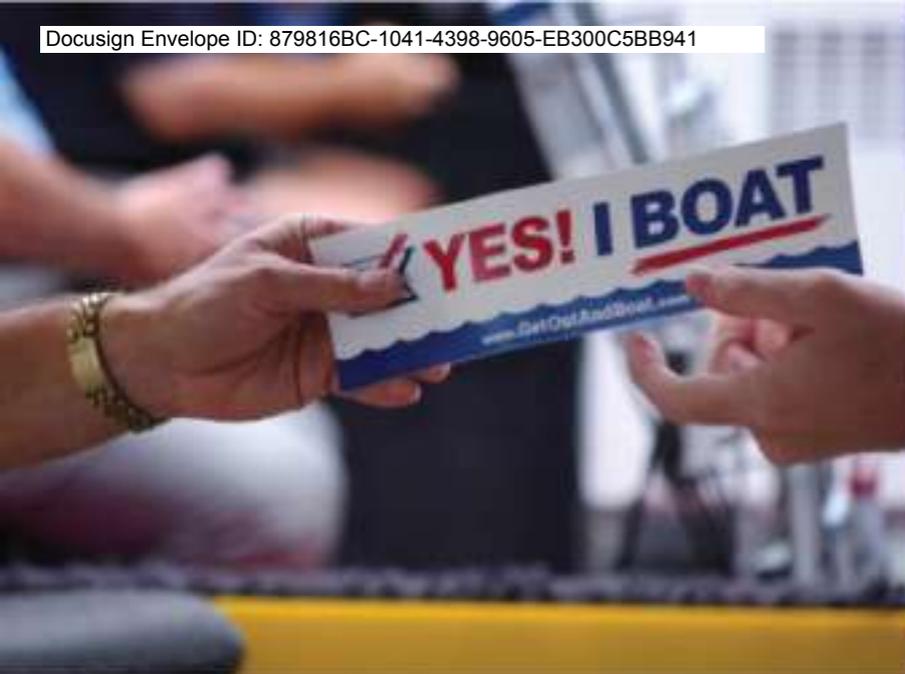
ROCKE

The BOAT

★★ GetOutAndBoat.com ★★

YES! I BOAT

www.GetOutAndBoat.com





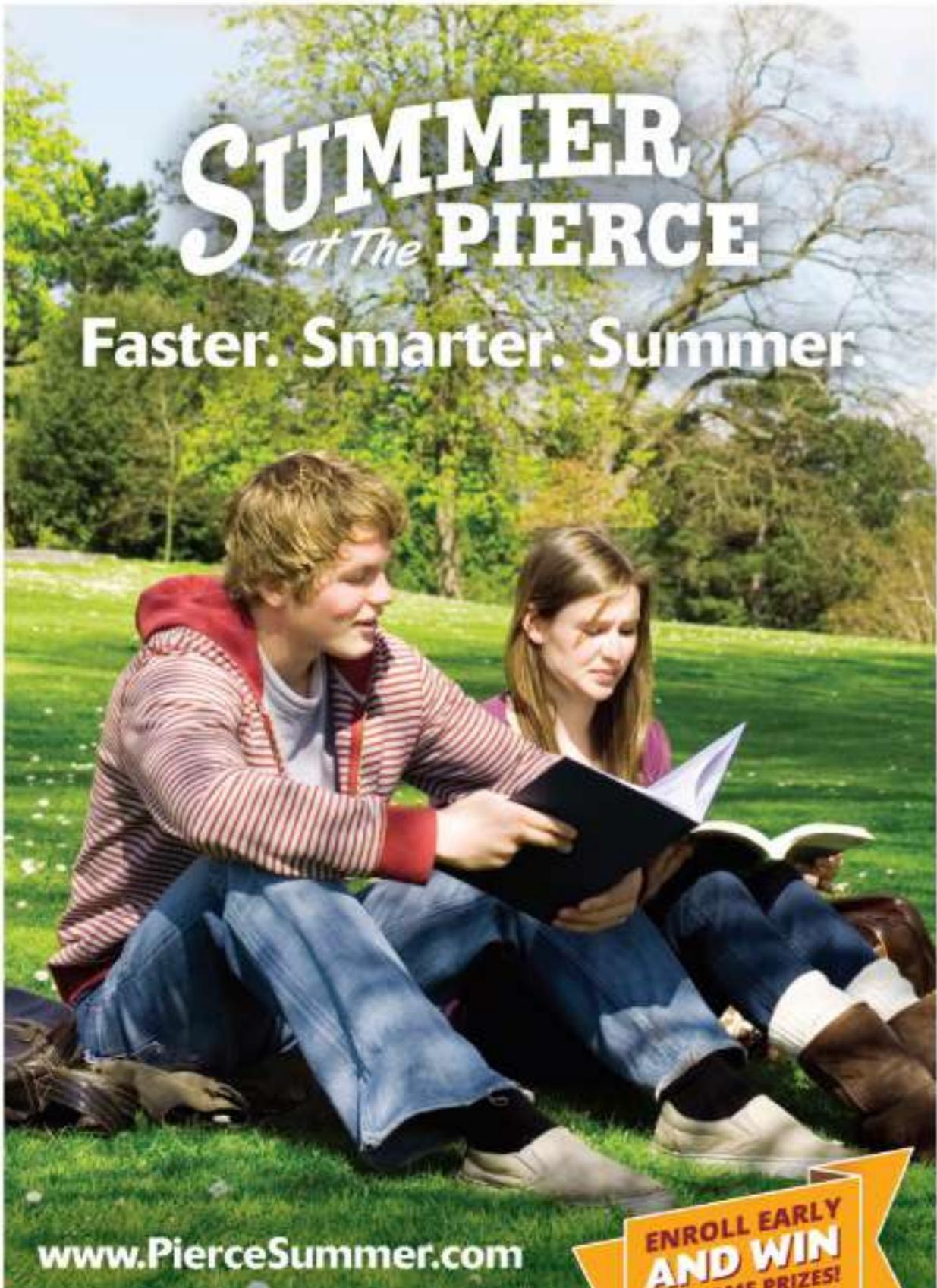
Case Study

Pierce College

Bullseye Creative branded Pierce College's summer program as "Summer at the Pierce," utilizing a variety of advertising media to increase summer quarter enrollment. In addition, our creative strategy established long-term sustainable messaging for future summer quarters. The campaign focused on positive aspects of the summer quarter lifestyle, breaking the "Summer School" taboo barrier, and putting focus on the aspirations of current and new students.

Bullseye managed and executed the successful media strategy. The campaign developed positive awareness, strong word-of-mouth reviews, and resulted in a 25.08% increase in applications.





SUMMER *at The* PIERCE

Faster. Smarter. Summer.

www.PierceSummer.com

**ENROLL EARLY
AND WIN
AWESOME PRIZES!**
Details Available at
PierceSummer.com

#PierceSummer

**PIERCE
COLLEGE** 
possibilities. realized.

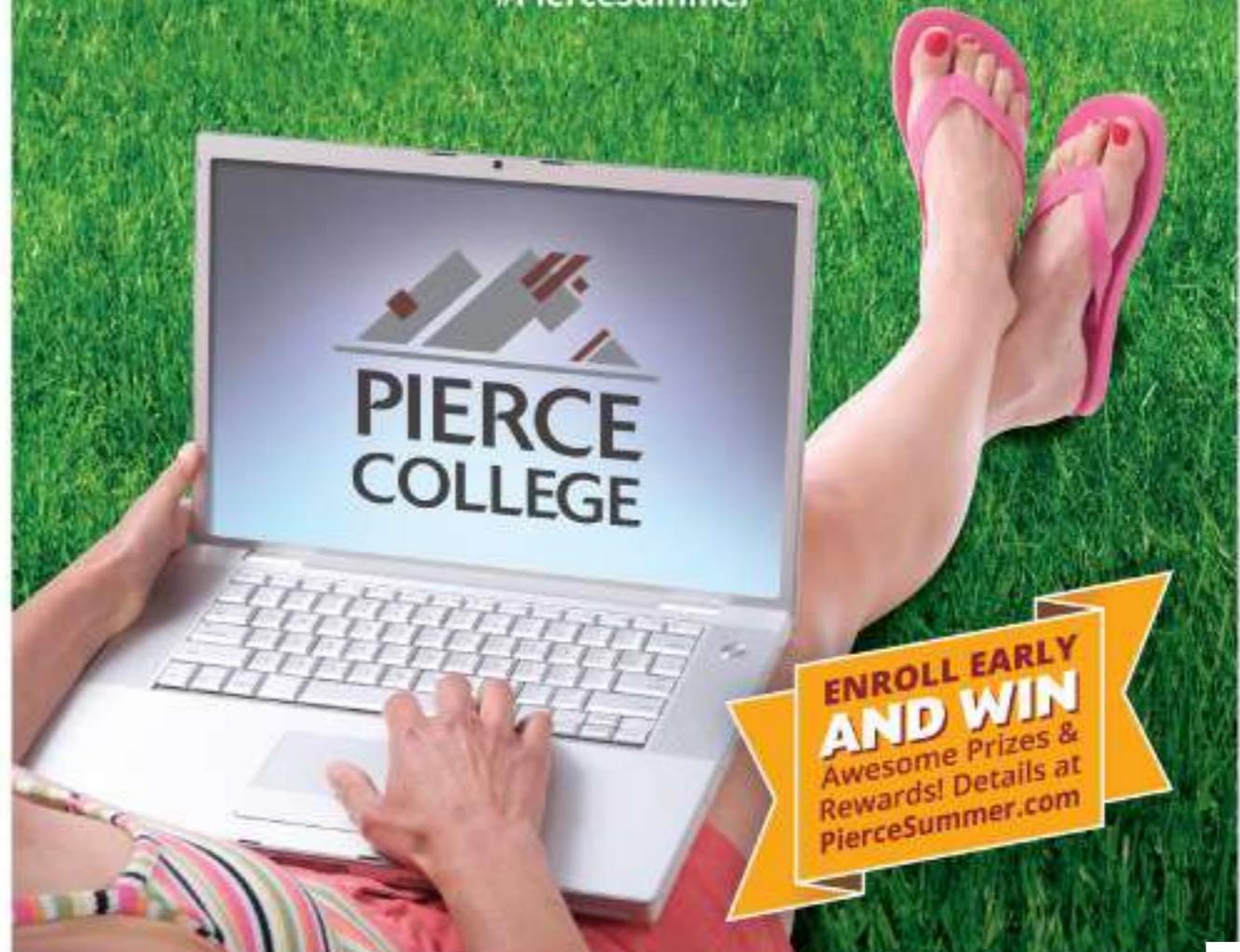
Faster. Smarter. Summer.

Receive your degree faster by enrolling in Pierce College's new and improved summer session. With ten weeks of credits in only eight weeks, and only two days of classes per week, you will have more time to enjoy your summer.

SUMMER *at The* PIERCE

www.PierceSummer.com

#PierceSummer



**ENROLL EARLY
AND WIN
Awesome Prizes &
Rewards! Details at
PierceSummer.com**

ENROLL EARLY AND WIN AWESOME PRIZES!
Details Available at PierceSummer.com

SUMMER at The PIERCE

Faster. Smarter. Summer.

Receive your degree faster by enrolling in Pierce College's new, condensed summer session.

www.PierceSummer.com

BRACE YOURSELVES...

SUMMER COURSES ARE COMING

SUMMER at The PIERCE www.PierceSummer.com

TOOK SUMMER COURSES

GRADUATED EARLY

SUMMER at The PIERCE www.PierceSummer.com

ENROLL EARLY AND WIN AWESOME PRIZES!
Details Available at PierceSummer.com

Make Your Summer Count.

Anxious to finish your education? Graduate sooner by taking summer classes at Pierce College.

SUMMER at The PIERCE

www.PierceSummer.com

#PierceSummer

PIERCE COLLEGE
possibilities. realized.

I DIDN'T ENROLL IN SUMMER COURSES

NOW I HAVE TO SPEND ANOTHER QUARTER IN CLASS NEXT YEAR

SUMMER at The PIERCE www.PierceSummer.com

MUCH SUMMER COURSES

SUCH WOW

SUMMER at The PIERCE www.PierceSummer.com

ENROLL EARLY AND WIN AWESOME PRIZES!
Details Available at PierceSummer.com

Get Ahead. Start.

Learn Faster. Most of the summer classes at Pierce College can be completed in only EIGHT WEEKS!

SUMMER at The PIERCE

www.PierceSummer.com

#PierceSummer

PIERCE COLLEGE
possibilities. realized.

SUMMER COURSES...

SUMMER COURSES EVERYWHERE

SUMMER at The PIERCE www.PierceSummer.com

IF YOU WANTED TO GRADUATE EARLIER

YOU SHOULD HAVE TAKEN SUMMER COURSES

SUMMER at The PIERCE www.PierceSummer.com



Case Study

City of Seattle

Bullseye Creative worked with the City of Seattle for a comic-book influenced safety messaging campaign we called “Be Super Safe, Seattle.” The campaign work included brand development, strategy, media & PR, and teen outreach through a custom written and illustrated comic book with driving and pedestrian safety lessons.



VOLUME ONE ISSUE 1

BE SUPER SAFE SEATTLE

SUPER SAFE

BECOME A SUPERHERO OF OUR STREETS

PEOPLE OF SEATTLE — **TAKE ACTION!**

PRESENTED BY **SDOT**
Seattle Department of Transportation

SLOW IT DOWN

JUSTIN THOUGHT HIS FAST CAR WOULD IMPRESS THE GIRLS.

'SUP, GIRLS!

IN SEATTLE, 42% OF FATAL COLLISIONS INVOLVE SPEEDING. THE FASTER YOU DRIVE, THE HARDER IT IS TO SEE POTENTIAL HAZARDS, AND THE LONGER IT TAKES TO STOP YOUR CAR!

SEATTLE SPEED LIMITS ARE 25 MPH ON NEIGHBORHOOD STREETS, 30 MPH ON ARTERIALS, AND 20 MPH IN SCHOOL ZONES!

A PEDESTRIAN HIT AT 40 MPH HAS AN 85% CHANCE OF DYING! BUT AT 20 MPH, THAT PERSON IS MUCH MORE LIKELY TO SURVIVE THE CRASH!

IMPACT WITH A BICYCLIST, NO MATTER WHAT YOUR SPEED, AND THEIR LIKELIHOOD OF INJURY IS NEARLY 100%!

SPEEDING TICKETS, WRECKED CARS, AND VEHICULAR MANSLAUGHTER ARE COSTLY TO YOUR LIFE, WALLET, AND REP.

SPEEDING DOESN'T SAVE YOU TIME OR GET YOU THERE FASTER! OUR TRAFFIC LIGHTS ARE TIMED FOR THE SPEED LIMITS. SO, EVEN IF YOU SPEED UP BETWEEN SIGNALS, YOU'LL MOST LIKELY BE WAITING AT THE SAME RED LIGHT WITH THE CAR YOU JUST PASSED!



Look Out For Each Other

How You Drive, Bike, and Walk Matters



Working together, we can get to zero fatalities and serious injuries on Seattle streets.

Be Super Safe.



LEARN MORE AT:
SEATTLE.GOV/BESUPERSAFE





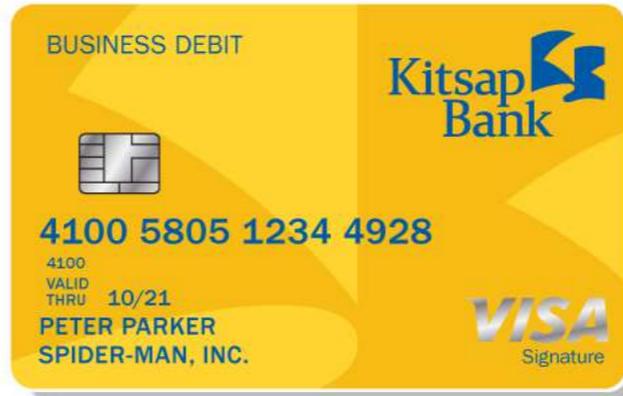
Financial Freedom for Families Since 1908

Case Study

Kitsap Bank

We recently completed a brand evolution for Washington State's preeminent family-owned independent bank, Kitsap Bank — culminating in a brand launch event and anniversary celebration, which we strategically planned to introduce the upgraded identity to the company's 300+ employees and their families. Bullseye worked closely with the Kitsap Bank marketing team to redefine the company's brand platform, establishing a foundation for all future marketing messaging. We then developed a fresh new brand mark, which accurately conveys the company's spirit, pride, and energy. Finally, we assisted the company with a complete re-design of all collateral, signage, advertising, web and mobile interfaces, and more.









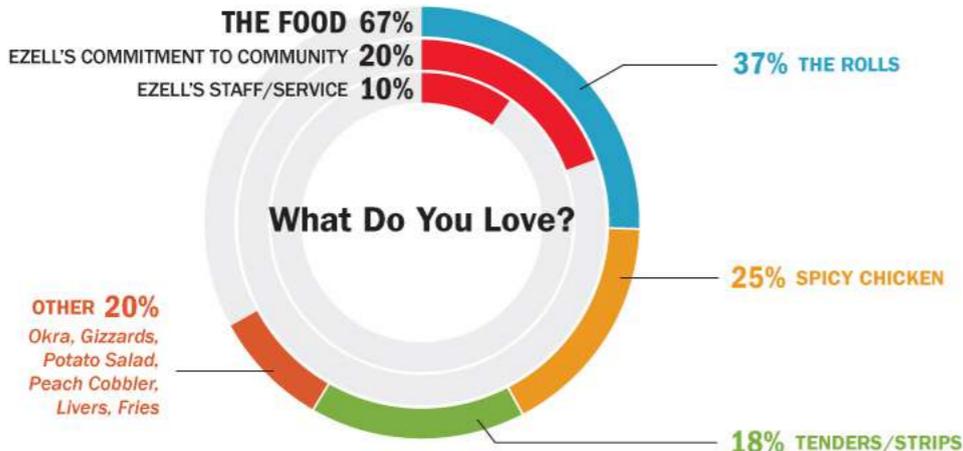
Case Study

Ezell's Famous Chicken

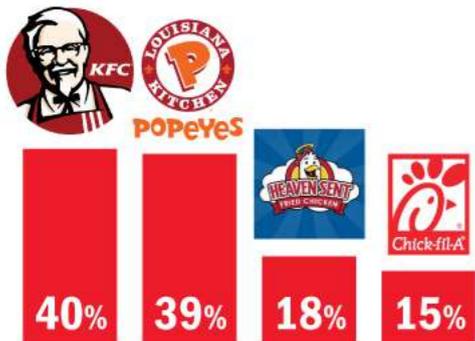
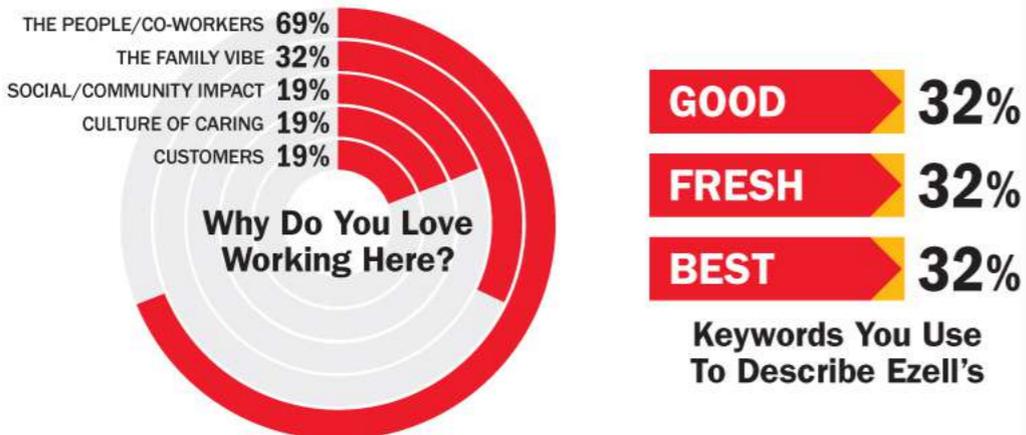
Bullseye Creative worked with the locally-owned chain of chicken restaurants to develop a brand platform that helped the company differentiate in a competitive marketplace. The research helped develop a creative message that perfectly encapsulated the company's core values, and set them apart in the minds of their customers—their most valuable advocates. Since the delivery of these creative results, the 40 year-old company has continued to grow, opening several additional locations in the Puget Sound.



CUSTOMERS

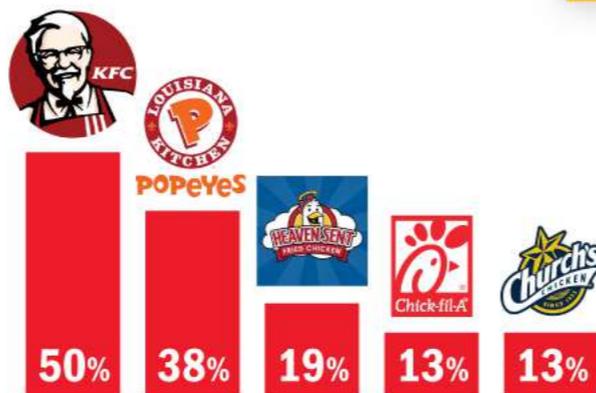


EMPLOYEES



(Also Fat's, Quick Pack, Saars, Cane's, Chicken N Mo, Church's, Marco Polo, Ma'Ono, Duck Island. Plus Dick's and Taco Time)

CUSTOMERS



(Also "Grocery" and Buffalo Wild Wings)

EMPLOYEES

Keep Logotype Separate from Chicken



Never Scale Chicken Down to Fit Inside of Logotype





Stamp Logo on Wax Paper



Print Logo/Messaging Pattern on Wax Paper



Square-Bottom Plastic Bag with Clear Messaging



Tell Story on Inside Box Top

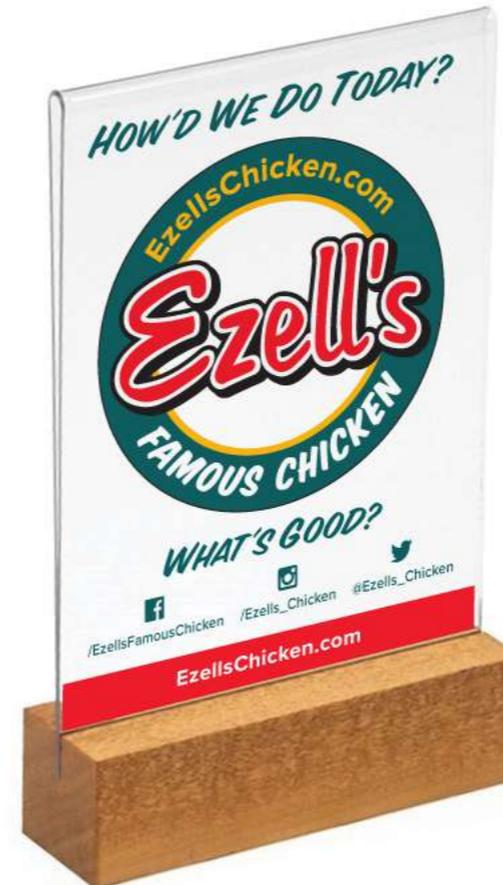
Sticker on Red Box



Gable Box (Full-Coverage Identifier and Messaging)



Belly Band Slides Over Closed Clamshell or Box



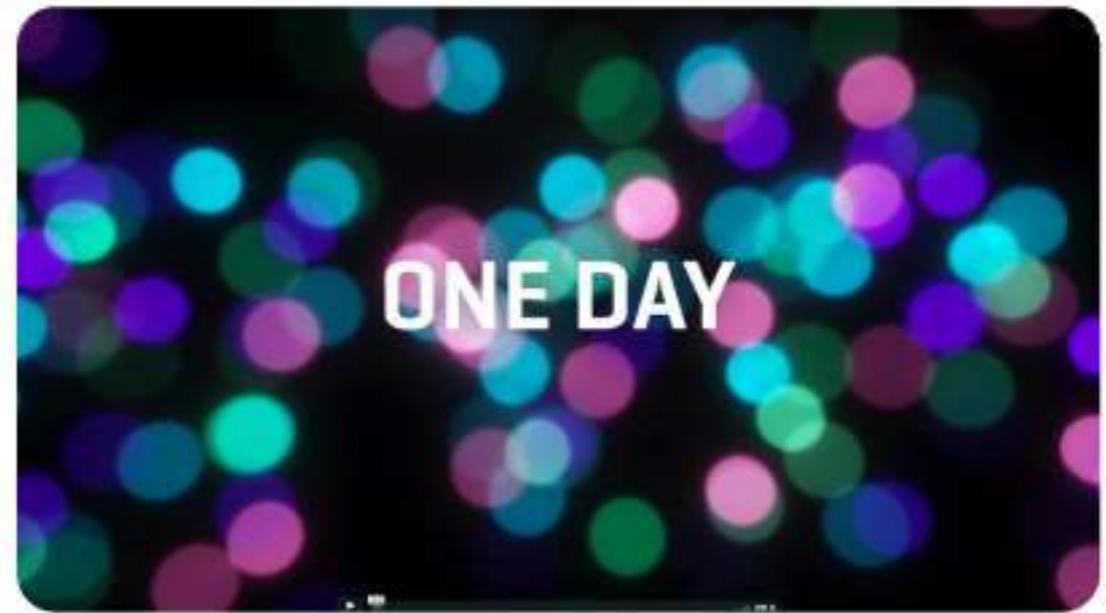


Case Study

Fred Hutch

At the recent Fred Hutch Holiday Gala, Bullseye Creative developed an emotional message that focused on the organization's need for philanthropic support in combating pediatric cancers. This included Bullseye's concept and coordination of a scripted introductory speech, a video story, a live musical performance by Seattle-area musician, Noah Gundersen, and a procession of the many families of children who have lost their battle to this terrible disease. The "raise the paddle" fundraising that immediately followed our choreographed performance brought in a record-breaking total of \$13.35 million for pediatric cancer research!





e-Park Here.



AND HERE. AND HERE.
AND HERE.

seattle.gov/ePARKmobile



Case Study

SDOT e-Park

Bullseye Creative developed the name and brand identity for Seattle Department of Transportation's electronic parking guidance system, "e-Park." Our work included the development of name and visual identity, signage, direct marketing, media, video, web, and event promotion.



Find Parking Faster
seattle.gov/ePARK

Location	Open Spaces
← Pacific Place	248
↑ 3rd & Stewart	137
↑ Pike Place Market	88
← Convention Center	656



e-Park and Be Merry

Location	Open Spaces
← Pacific Place	248
↑ 3rd & Stewart	137
↑ Pike Place Market	88
← Convention Center	656

**Real-Time Downtown Seattle
Holiday Parking Info**

e-Park Here.
AND HERE. AND HERE.
AND HERE.

seattle.gov/ePARKmobile

e-Park Here.

AND HERE. AND HERE. AND HERE.

seattle.gov/ePARKmobile



**Lots of Family Fun Aboard the
Holiday Carousel at Westlake Park**

e-Park is a proud sponsor of the Holiday Carousel at Westlake Park, a classic winter tradition. Let e-Park guide you to your parking garage, then take a magical turn on the festive ride. The Holiday Carousel is fun for the whole family, and your donations support Treehouse, a local non-profit helping Seattle-area foster children in need.

Enter Online to Win
TICKETS TO ONE OF FOUR GREAT HOLIDAY SHOWS
HAPPENING IN DOWNTOWN SEATTLE

A Christmas Carol ACT THEATRE	Black Nativity HOODE THEATRE
Music of Mannheim Steamroller THE PARAMOUNT THEATRE	Cinderella 5TH AVENUE THEATRE

seattle.gov/ePARK



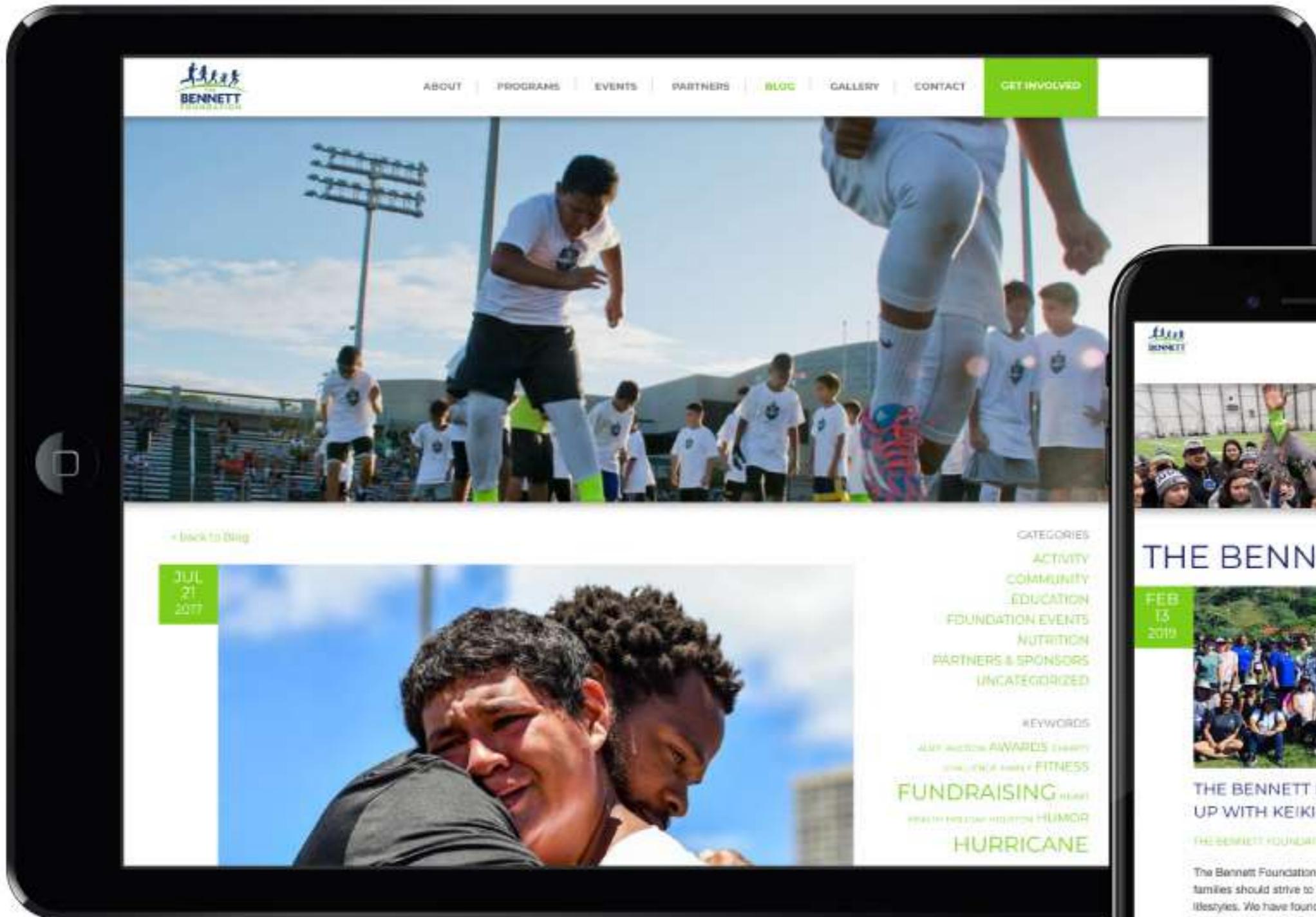
Case Study

The Michael Bennett Foundation

Bullseye Creative developed the brand, website, and social media marketing message for the family foundation of former Seattle Seahawks player, Michael Bennett. Our brand messaging work set the tone, launching the organization and helping them reach under-served youth and families to tackle childhood obesity and promote social equity. In a time of crisis, Bullseye utilized the power of social media to bring people together and raise over \$150,000 in support of Texas flood victims. We've managed the organization's website and social media voice, extending the reach and impact of Michael's life changing charitable work.







BARTELL



GOOD CUSTOMER SERVICE ON ALL LEVELS



Case Study

Bartell Drugs

Bullseye Creative partnered with the retail and food & beverage research firm, Hartman Group to develop a brand strategy for Bartell Drugs, defining the local pharmacy's unique selling proposition. The creative brand strategy was then introduced internally to all team members, as well as externally to current and prospective customers. Bullseye's brand presentation led to a refresh of store layouts as well as a consistent delivery of all updated marketing communications.





BARTELL

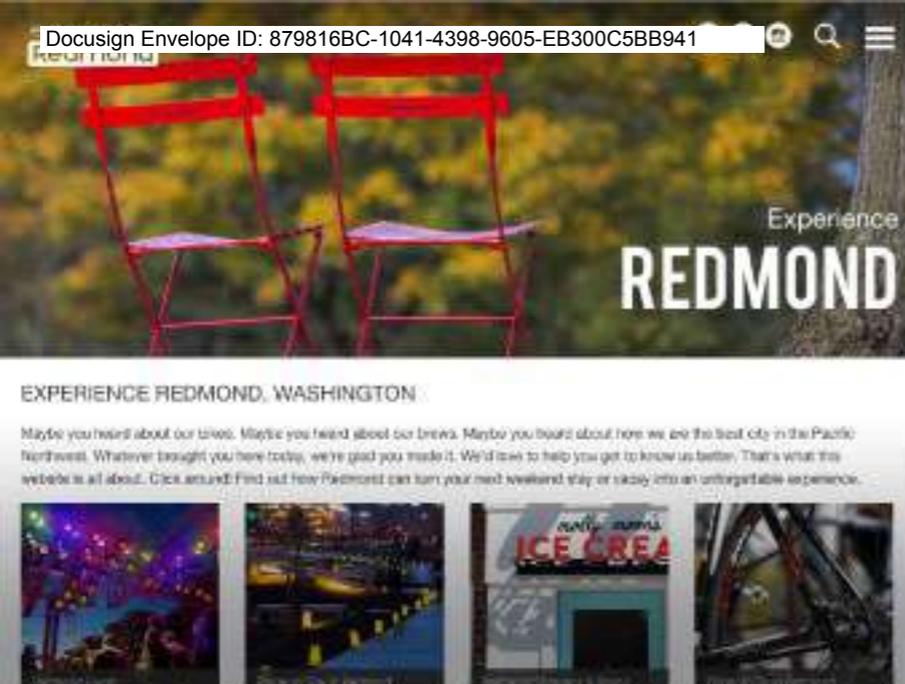
Who We Are

BARTELL'S BRAND EXPERIENCE is Anchored by Three Pillars



Who We Are **B**





Digital Experience

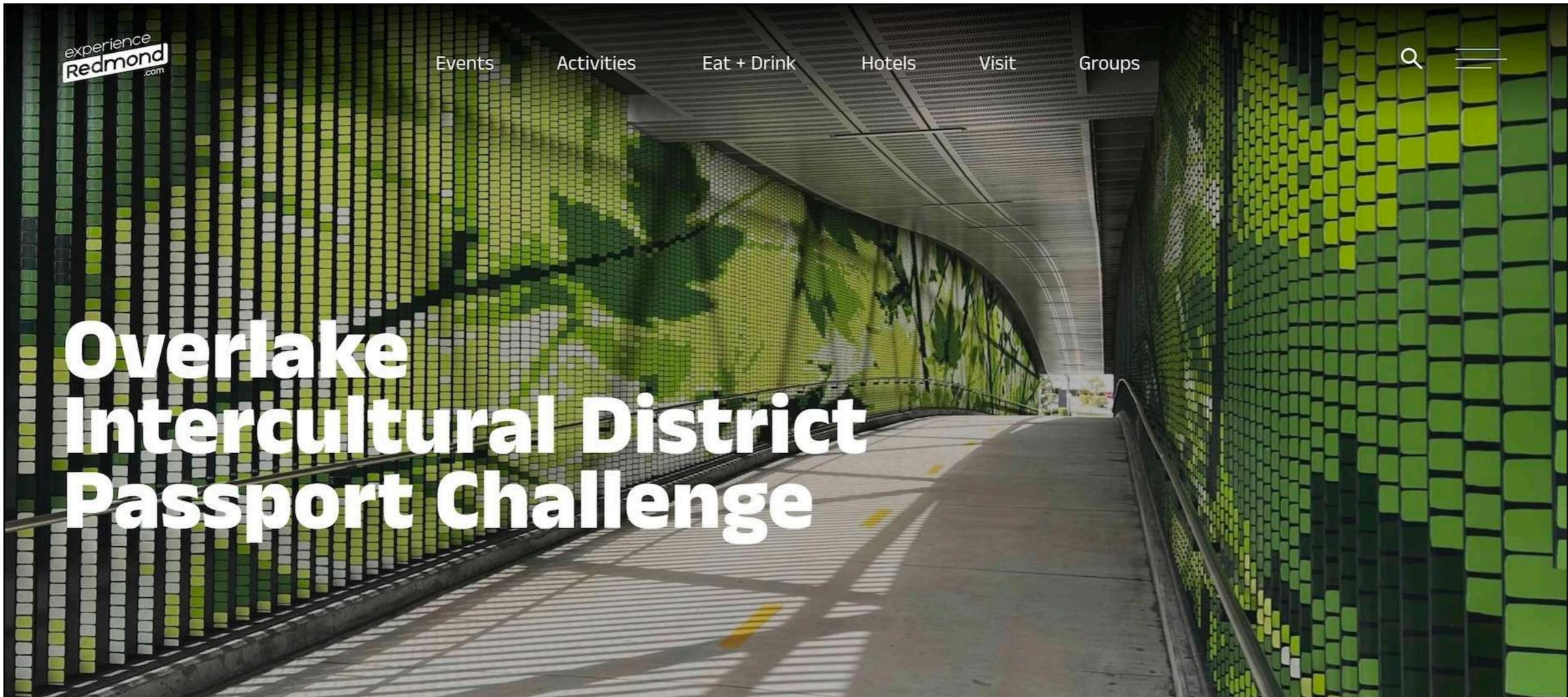
We have been designing and developing award-winning websites and digital marketing communication tools for nearly three decades. Our websites focus on clean and concise presentations of brand messages, with targeted delivery of marketing strategies.





Experience Redmond Brand & Website

[View Website](#)



Overlake Intercultural District Passport Challenge

**Ride the 2 Line, Explore
Overlake, Win Prizes**

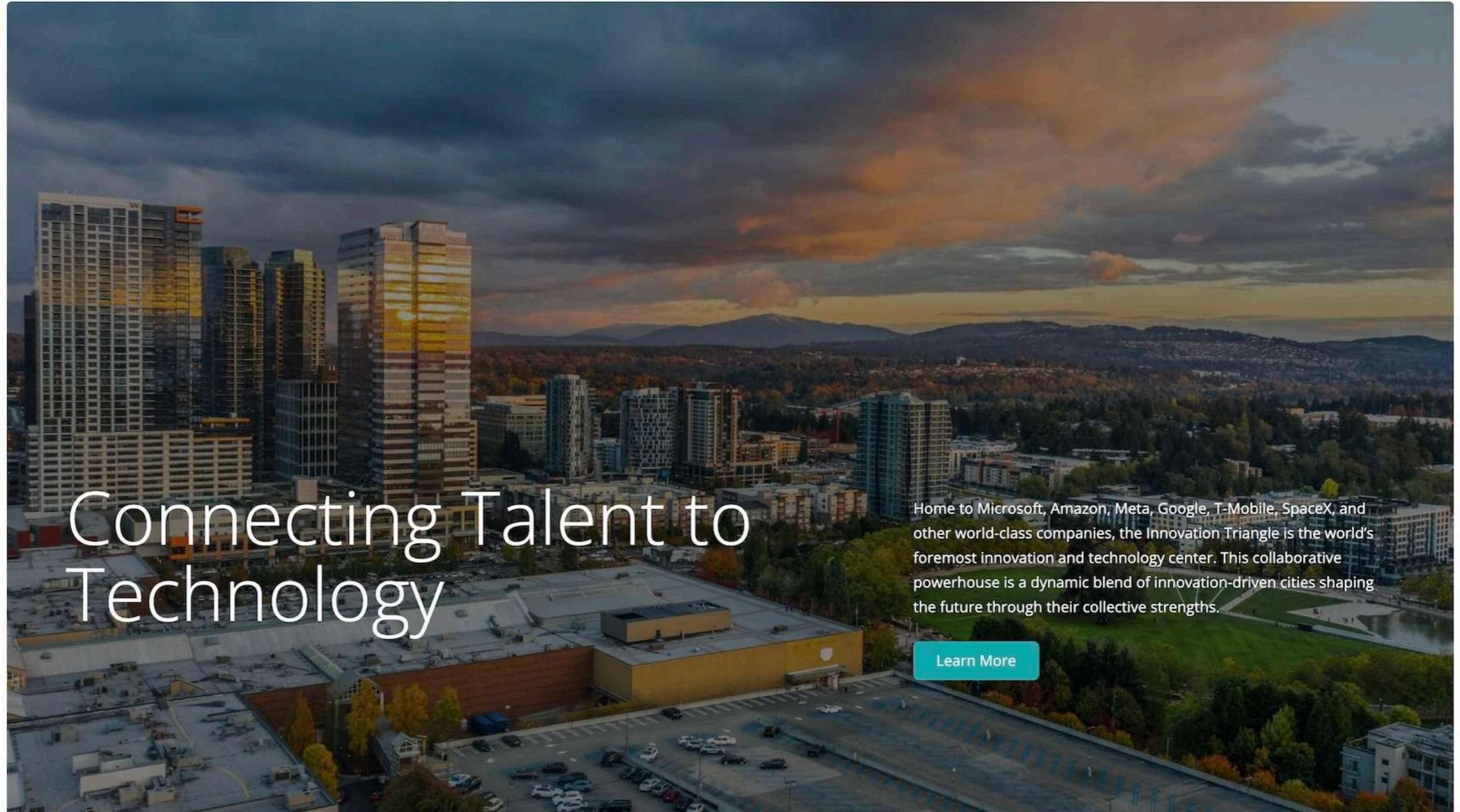
**THIS PROGRAM HAS
CONCLUDED**



Overlake Passport Challenge & Sound Transit Promotion

[View Website](#)

[View Video](#)



Connecting Talent to Technology

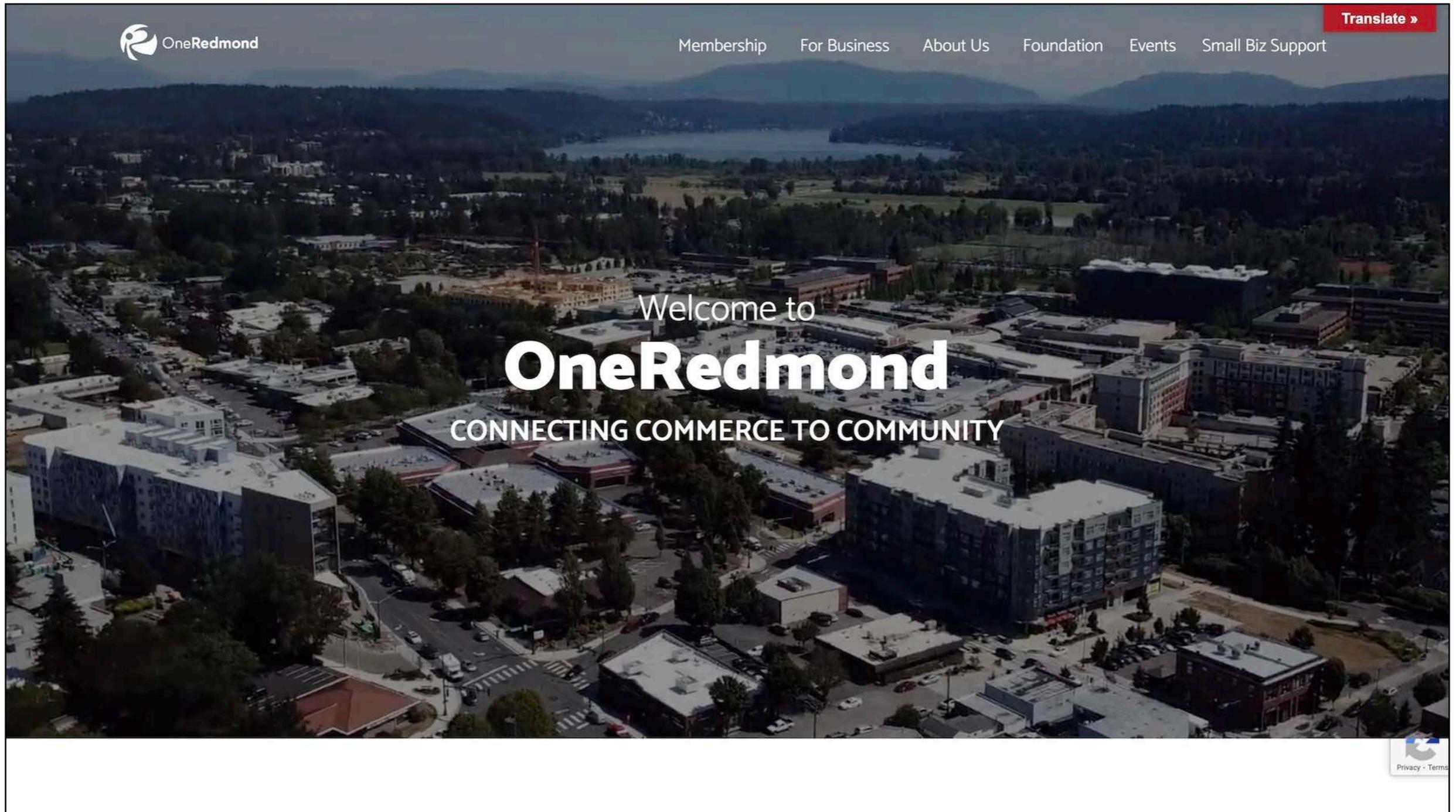
Home to Microsoft, Amazon, Meta, Google, T-Mobile, SpaceX, and other world-class companies, the Innovation Triangle is the world's foremost innovation and technology center. This collaborative powerhouse is a dynamic blend of innovation-driven cities shaping the future through their collective strengths.

[Learn More](#)



Innovation Triangle Website

[View Website](#)



OneRedmond Website

[View Website](#)

OneEastside
Stronger together.

Translate »

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OneEastside SPARK

OneEastside's Center for Business Resilience and Innovation

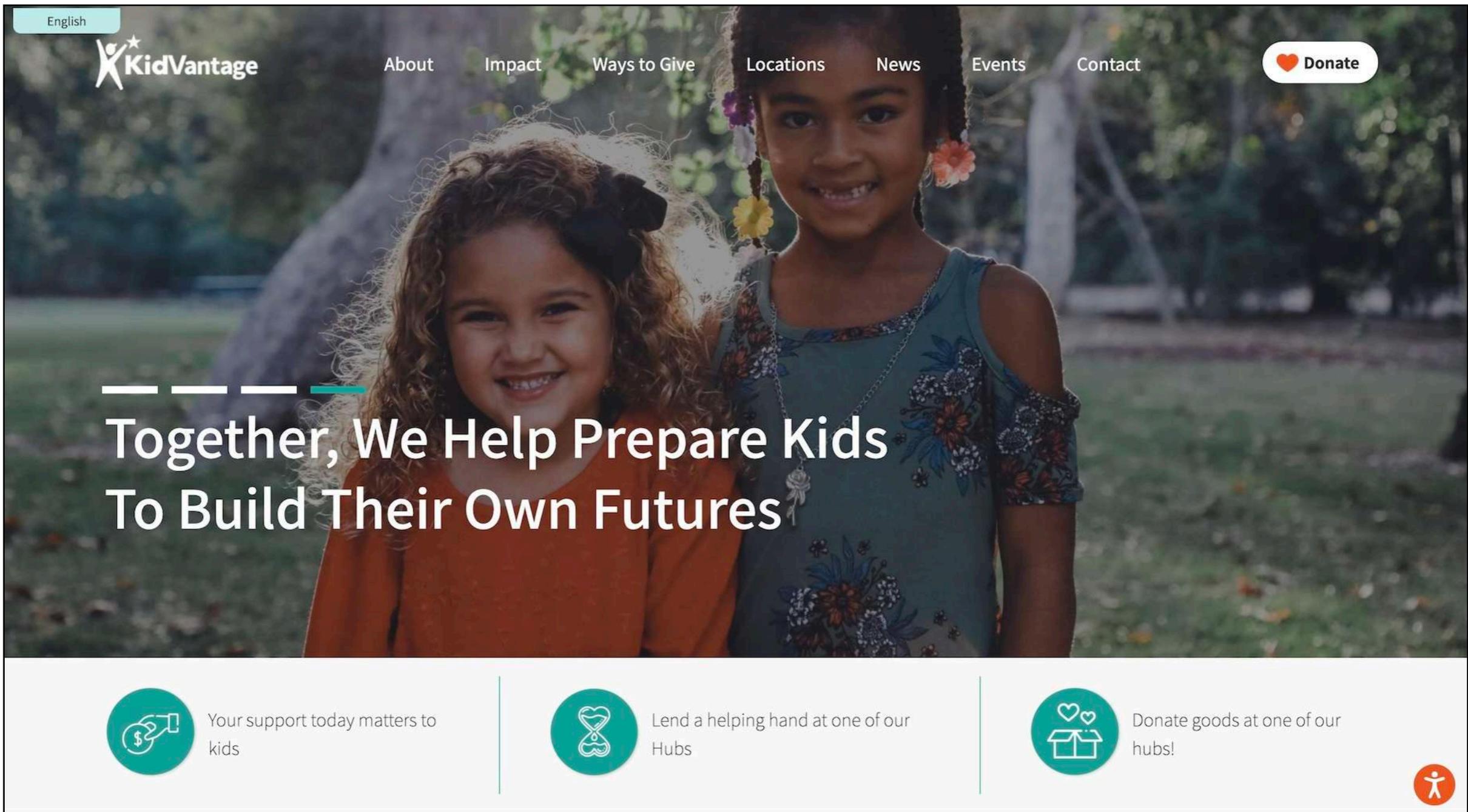
Learn More Watch the video

Small Business Response. Resilience.



OneEastside Website

[View Website](#)



KidVantage Brand & Website

[View Website](#)



[Get Involved](#)



Summer Camps and Programs Now Happening!

Summer Programs and Summer camps are now available! Please check out the magazine for more information.

[View Summer Magazine](#)



Family First Community Center Website

[View Website](#)



MOTO Pizza Brand & Website

[View Website](#)

Let's work together.



Bullseye Creative

P 206 683 4239 | BullseyeCreative.com

Certificate Of Completion

Envelope Id: 879816BC104143989605EB300C5BB941	Status: Completed
Subject: RFP 10830-24 Tourism Marketing and Business Promotion Program Consultant, Closing 8/6/24 @ 10am PST	
Source Envelope:	
Document Pages: 61	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	DocuSign Purchasing
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	15670 Ne 85th St
	Redmond, WA 98052
	docusignpurchasing@redmond.gov
	IP Address: 76.146.117.112

Record Tracking

Status: Original	Holder: DocuSign Purchasing	Location: DocuSign
8/5/2024 11:23:14 PM	docusignpurchasing@redmond.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Redmond, WA	Location: DocuSign

Signer Events

Peter Klauser
 peterk@bullseyecreative.com
 President
 Bullseye Creative, Inc
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 E85565ECBFD8429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 76.146.117.112

Timestamp

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 Viewed: 8/5/2024 11:23:49 PM
 Signed: 8/5/2024 11:26:15 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Secure Bids
 SecureBids@Redmond.gov
 Security Level: Email, Account Authentication (None)

Completed
 Using IP Address: 35.135.113.181

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 Viewed: 8/6/2024 10:12:48 AM
 Signed: 8/6/2024 10:12:50 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/5/2024 11:23:17 PM
Certified Delivered	Security Checked	8/6/2024 10:12:48 AM
Signing Complete	Security Checked	8/6/2024 10:12:50 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	8/6/2024 10:12:50 AM
Payment Events	Status	Timestamps



Memorandum

Date: 10/1/2024
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-432
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
--------------	------------	--------------

DEPARTMENT STAFF:

Public Works	Chris Stenger	Deputy Public Works Director
Public Works	Doug De Vries	Engineering Manager
Public Works	Tom Hardy	Sr. Environmental Scientist

TITLE:

Approve \$227,140 Washington Conservation Corps (WCC) 2024-25 Agreement between the City of Redmond and the Washington State Department of Ecology

OVERVIEW STATEMENT:

The Washington Conservation Corps (WCC) maintains stream and habitat restoration sites throughout the City of Redmond. Maintenance is typically required by permits for the first 5-10 years after project completion and ongoing maintenance is necessary for long-term project success.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Utilities Strategic Plan
- **Required:**
Contract over \$50,000
- **Council Request:**
N/A
- **Other Key Facts:**
WCC Agreement begins October 1, 2024

OUTCOMES:

Maintenance is a crucial activity to the success of restoration and mitigation associated with capital improvement projects. Approximately 100-acres of maintenance sites are distributed around Redmond (Attachment A).

The value of site maintenance goes far beyond permit compliance. Maintenance of restoration sites involves control of invasive weeds, litter pick-up, replacement planting, and other activities important to overall project success. This regular site maintenance enhances already completed projects, building on the initial investment, as well as improving the aesthetics of sites.

WCC members are typically college-age students learning restoration techniques and gaining job skills. A crew consists of six staff that work a 40-hour work week, for 41 weeks, primarily managing noxious weeds and installing replacement plantings at City capital improvement projects. In addition, the crew helps with volunteer events, native tree planting, habitat assessment, small stream projects, site monitoring, and de-fishing stream projects. The contract with the Washington State Department of Ecology is included in Attachment B.

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:
\$227,140

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
00214

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Stormwater Operations \$227,140

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/1/2024	Committee of the Whole - Planning and Public Works	Approve
10/15/2024	Business Meeting	Approve

Time Constraints:

Agreement is for work between October 1, 2024 - September 30, 2025

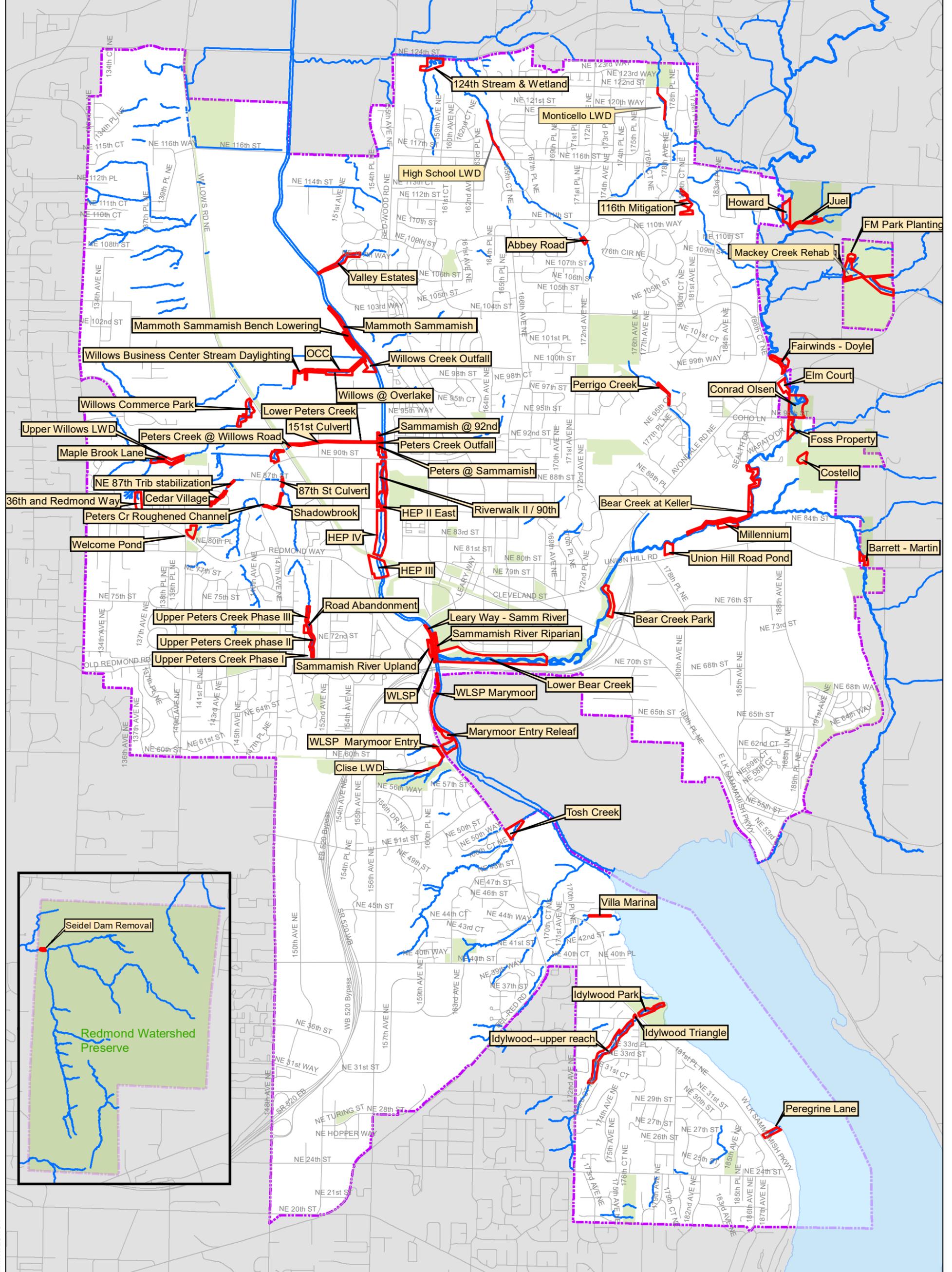
ANTICIPATED RESULT IF NOT APPROVED:

The City would not meet its maintenance obligations for previously permitted CIP projects. In addition, this lack of maintenance would compound, and future maintenance would be more expensive.

ATTACHMENTS:

Attachment A: WCC 2024-25 Restoration and Maintenance Map

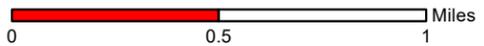
Attachment B: WCC 2024-25 Agreement



Redmond Restoration Projects

City of Redmond, Washington

2024-25



Legend

- Stream
- City Limits
- Restoration Project
- Street

Disclaimer: This map is created and maintained by GIS Services Group, Finance and Information Services, City of Redmond, Washington, for reference purposes only. The City makes no guarantee as to the accuracy of the features shown on this map.

File Name: Q:\NRF\Division\NRF_functions\04\Mapping\GISDatabase\SECTION



AGREEMENT NO WCC-24009

AGREEMENT BETWEEN

The State of Washington, Department of ECOLOGY

AND

City of Redmond (SPONSOR)

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and City of Redmond, hereinafter referred to as the "SPONSOR."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2024 and be completed on 9/30/2025 unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$227,140. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by Sponsor
WCC Services @ 1385 / day for 164 days	\$227,140
Total SPONSOR Cost	\$227,140
	<i>Above cost not to be exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$302,913 annually per WCC Crew consisting of five WCC/AmeriCorps Members and one WCC Supervisor and/or \$42,122.88 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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.

INDEMNIFICATION

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including officials, agents, and employees from and against all claims of third parties, and all associated losses arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Parties waive their immunities under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other party and their agencies, officials, agents or employees.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated 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.

TERMINATION FOR CAUSE

If for any cause, 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 correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, 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.

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.

ALL WRITINGS CONTAINED HEREIN

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.

AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

<p>The Contract Manager for ECOLOGY is:</p> <p>Josiah Downey PO Box 47600 Olympia, WA 98504 (360) 480-2603 Josiah.downey@ecy.wa.gov</p>	<p>The Contract Manager for SPONSOR is:</p> <p>Tom Hardy PO BOX 97010 Redmond WA 98073 425-556-2762 TWHARDY@redmond.gov</p>
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IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

SPONSOR
City of Redmond

Signature Date

Signature Date

Printed Name, Title

Printed Name, Title

STATEMENT OF WORK
Appendix A

Work summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, monitor, survey, or clear active or abandoned encampments, and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site. If active or abandoned encampments prevent WCC activities from taking place at a project site, WCC supervisors and members may contact their partner organization and work with their coordinator on alternative activities. While WCC can share active or abandoned encampment information with project partners when relevant to service activities, WCC personnel will not monitor, survey, or report on encampments directly to regulatory agencies or anyone other than a partner organization.
2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.
4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.
5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.
6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.
7. If inclement weather makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by the SPONSOR for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 164 days (approximately 41 weeks) during the Federal AmeriCorps program service year (October-September).
2. Enroll members to begin service no sooner than October 1, 2024 and no later than October 16, 2024 to attain a full AmeriCorps scholarship. Member vacancies may be filled with a 1200 hour, three-quarter-term AmeriCorps Education Award beginning January 16, 2025. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.
4. Provide training and development specified in Appendix B: eight days of formal WCC training, a two to four day Orientation Training, one day dedicated to MLK Community Service, one day of training in noxious weed control, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training or meetings during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four day Assistant Supervisor training to the designated Assistant Supervisor.
5. Each full-term crew or IP may spend up to two weeks (eight days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.
6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help promote the AmeriCorps and WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service.
3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.
4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles that allows access to potable water and restrooms as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss due to negligence of the SPONSOR, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.
5. For a SPONSOR that assigns WCC crew(s) or WCC Individual Placement members to serve with other organizations, SPONSOR shall inform the other organizations of WCC policies, procedures and contract terms.

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives.
- L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities
- M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so

2024-2025 WCC Events Calendar (Internal)

October					November					December					January				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4					1						1	2	3	4	5
6	7	8	9	10	4	5	6	7	8*	2	3	4	5	6	6	7	8	9	10*
11	12	13	14	15*	11	12	13	14*	15	7	8	9	10*	11	11	12	13	14	15*
16	17	18	19	20	18	19	20	21	22	10*	11	12*	13	14	16	17	18	19	20
21	22	23	24	25*	25	26	27	28	29	16	17	18	19	20	21	22	23	24	25*
26	27				30					23	24*	25	26	27	26	27	28	29	30
31										31*					31				

February					March					April					May				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1					1					1					1
2	3	4	5	6	3	4	5	6	7	1	2	3	4	5	2	3	4	5	6
7	8	9	10	11	10*	11	12	13*	14	6	7	8	9	10*	7	8	9	10*	11
12	13	14	15	16	17	18	19	20	21	14	15*	16	17*	18	12	13	14	15	16
17	18*	19	20	21	24	25*	26	27	28	21	22	23	24*	25	19	20	21	22	23*
22	23				29	30				28	29	30*			26	27	28	29	30
28	29														31				

June					July					August					September				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1		1	2	3	4					1					1
2	3	4	5	6	7	8	9	10	11	4	5	6	7	8	8	9	10	11	12
7	8	9	10*	11	14	15*	16	17	18	11*	12	13	14*	15	13	14	15	16	17
12	13	14	15	16	21	22	23	24	25*	18	19	20	21	22	20	21	22	23	24
17	18*	19	20	21	28	29	30	31*		25*	26	27	28*	29	22	23	24	25	26
22	23									29	30	31			29	30*			
28	29																		

- Holiday observed) - day off
- Orientation Training Conference
- Assistant Supervisor Training
- MLK- Staff Holiday, Member service day
- IP meeting (in person)
- Training Conference
- 3/4-Term Member Orientation (virtual)
- Extended management & ops meeting
- Supervisor refresher trainings
- TBD
- Spike (2 wks on special assignment)

- AmeriCorps swearing-in (virtual, 2 hrs)
- PDPs due (July: QT members only)
- eTime: Hours entered
- eTime: Prior pay period approval due
- Payday (10th & 25th, varies on weekends)
- Production (last Thursday of the month)
- Supervisors: Crew interviews
- Noxious Weed Control Workshops

3/27 Olympic: 4/3 S. Puget Sound;
 4/10 Central/E. WA; 4/17 N. King County/Snohomish;
 4/24 S. King County; 5/1 Northwest

Members' potential hours (For general guidance only - hours not guaranteed)

October	190	November	130	December	170	January	170
February	150	March	170	April	180	May	160
June	160	July	180	August	160	September	30
Fullterm: Oct. 1-Sept. 4	1850	Oct. 3QT: Oct. 1-June 5	1360	Jan. 3QT: Jan. 21-Sept. 4	1260	QT: June 9-Sept. 4	490

FT: 1700-hr min, \$7,395 Ed Award
 3QT: 1200-hr min, \$5,176.5 Ed Award
 WCC standard schedule (40 hours/week) is Monday - Sunday
 QT: 450-hr min, \$1,956.35 Ed Award



Memorandum

Date: 10/1/2024
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-455
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron L. Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Vangie Garcia	Deputy Director
Public Works	Paul Cho	Traffic Operations Engineering Manager
Public Works	Hidemi Tsuru	Senior Engineer
Public Works	Adnan Shabir	Senior Engineer

TITLE:
Approve Vendor Agreements for Adaptive Traffic Signal Control - Downtown Project

OVERVIEW STATEMENT:
Public Works requests approval of contracts with two vendors for the Downtown Adaptive Signals Control Project. These contracts involve deploying adaptive signal control and multimodal detection technology in the Downtown area. The contract with Qfree for Adaptive signal control is for \$170,600.96, and the contract with AM Signal Hardware for multimodal detection is for \$397,434.50.

Adaptive signal control technology monitors traffic in real time and automatically adjusts signal timings to accommodate changing traffic patterns in real time. Multimodal detection technology improves service at intersections with the ability to detect multiple road users such as vehicles, pedestrians, and bicyclists.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
 - Transportation Master Plan
 - Ensure Strong Support for Urban Centers

- Improve Travel Choices and Mobility

Community Strategic Plan Objective #3: Ongoing investigation of community-driven safety concerns such as traffic volumes, high accident locations, bike lanes, crosswalks, and sidewalks to improve safety for pedestrians, bicyclists, and motorists.

- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
None

OUTCOMES:

Implementation of this project will improve signal traffic operations on the most heavily traveled corridors in the Downtown area by improving traffic flow and responding faster to changing traffic conditions. The multimodal detection technology will help improve service to vulnerable users such as pedestrians and bicyclists.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The Downtown Adaptive Signal Control Project implementation will start in the fourth quarter of 2024 with anticipated completion in the third quarter of 2025.
- **Outreach Methods and Results:**
Once the project is close to installation, the project team will meet with Communications on an Outreach Plan.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

Adaptive Traffic Signal Control - Downtown: \$1,000,000

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:

Examples: software with a yearly cost, revenue generating, match requirements, etc. - if none, enter N/A.

Funding source(s):

Adaptive Traffic Signal Control - Downtown: Business Tax

Budget/Funding Constraints:

N/A

Additional budget details attached.

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/2/2024	Business Meeting	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/1/2024	Committee of the Whole - Planning and Public Works	Approve
10/15/2024	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Adaptive technology and multimodal technology would not be implemented.

ATTACHMENTS:

- Attachment A: Qfree Hardware and Software Sales Agreement
- Attachment B: Qfree Hardware and Software Sales Agreement Amendment
- Attachment C: AM Signal Hardware Sales Agreement
- Attachment D: AM Signal Hardware Sales Agreement Amendment
- Attachment E: Adaptive Traffic Signal Control - Downtown Project Information Sheet
- Attachment F: Adaptive Signals Issues Matrix from July 2, 2024, Business Meeting



Q-FREE HARDWARE AND SOFTWARE SALES AGREEMENT

This Q-Free Hardware and Software Sales Agreement (the "Agreement") is made and effective as of the date of the last signature below.

BETWEEN: **Q-Free America Inc.** ("Q-Free"), a corporation organized and existing under the laws of the State of Virginia, with its head office located at:
 1420 Kristina Way #102
 Chesapeake, VA 23320

AND: **City of Redmond, Washington** (the "Customer"), a political subdivision organized and existing under the laws of the State of Washington, with its head office located at:
 15670 NE 85th Street
 Redmond, WA 98073.

hereinafter be referred to cumulatively as the "Parties" and singularly as the "Party".

RECITALS

This Agreement sets forth the terms and conditions under which Q-Free will provide Customer with certain hardware and software.

WHEREAS, Q-Free has developed and owns certain traffic management Hardware and Software and related documentation more particularly described in Exhibit A attached ("Covered Software") pursuant to this Agreement;

WHEREAS Customer wishes to acquire to Q-Free's Covered Software and associated deployment services under the terms and conditions set forth in this Agreement;

WHEREAS Customer and Q-Free intend to enter into a separate Software Operation & Maintenance and Support Services Agreement as part of "Task 6" listed in Exhibit C attached; and

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DS


Customer initials

Initial


Q-Free initials



1. FEES

Customer agrees to pay the undisputed fees and other charges in accordance with the schedule set forth in Exhibit B of this Agreement. First year fees shall be paid within 30 days of the effective date of this Agreement, and annually within 30 days of the annual subscription renewal date.

2. DESCRIPTION OF SERVICES

Q-Free will perform deployment services stated in Exhibit C to this Agreement.

Q-Free assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which changes affect the performance of the Covered Software and were made without prior notification and written approval by Q-Free. Q-Free assumes no responsibility for the operation or performance of any Customer-written or third-party application.

3. LICENSE GRANT

Q-FREE hereby grants to Customer - including employees, agents, and contractors or vendors engaged by Customer to work full-time in a capacity similar to that of an employee (collectively, "Users") - a non-exclusive, non-assignable, non-sublicensable license, for their internal use only within the incorporated limits of Customer, to access and use the Covered Software and any user's guides, specifications, and other related Documentation, subject to the terms and conditions of this Agreement. The licenses granted herein are conditioned upon payment in full for the Covered Software per the terms and conditions of this Agreement. The license granted and fully paid shall terminate upon the termination of this Agreement ("License Term").

4. CUSTOMER'S RIGHTS AND OBLIGATIONS

Customer agrees that it shall:

- be responsible for maintaining all detection according to the Detection Requirements in Exhibit D
- be responsible for all data input into the Covered Software and traffic management configurations
- comply with all applicable laws and regulations with respect to its activities under this Agreement

To the extent that certain components of the Covered Software may be downloaded to Customer's or a User's computer as part of the Covered Software, Q-Free grants Customer a non-exclusive, non-transferable, limited license, to use such components only in connection with the Covered Software .

Only Customer and Users are permitted to use the Covered Software. Customer and Users shall not disassemble, decompile, or otherwise attempt to discern the source code of such Software.

Customer agrees that, except as expressly set forth in this Section and in Section 8, it will not rent, lease, sublicense, re-sell, time-share or otherwise assign to any third party this Agreement or any of

DS
mm

Customer initials

Initial
UN

Q-Free initials



Customer's rights or licenses to access the Covered Software or the Q-Free System, nor shall Customer use, or authorize others to use, the Covered Software, or the Q-Free System to operate a service bureau. Notwithstanding the preceding sentence, Customer shall be permitted to provide access to the Q-Free System to its Users located worldwide provided that such use does not violate any legal authorities related to export controls, economic sanctions, and similar legal requirements.

5. REPRESENTATIONS

Q-Free hereby represents to Customer that:

- A. Q-Free is the owner of all right, title and interest, including copyright to the Covered Software, or has the authority to enter into this Agreement on behalf of the owner.
- B. Q-Free has not granted any rights or licenses to the Covered Software that would conflict with Q-Free's obligations under this Agreement.
- C. Q-Free will not enter into any agreement with any third party which would affect Customer's rights under this Agreement, or bind Customer to any third party, without Customer's prior written consent.

To the extent permitted by applicable statutory law, Q-Free makes no other representation, either expressed or implied, with respect to the Covered Software.

6. WARRANTY

- A. Limited Support Services and Services Performance Warranty. Q-Free warrants that it will perform the Support Services and/or Deployment Services in a professional, manner, consistent with generally accepted industry practice. In the event of a breach of the foregoing warranty, Q-Free's sole obligation, and Customer's exclusive remedy, shall be for Q-Free to re-perform the applicable Support Services and/or Deployment Services.
- B. Limited Product Performance Warranty. Q-Free warrants that during the applicable License Term, the Covered Software, in the form provided by Q-Free, will perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty, Q-Free's sole obligation, and Customer's exclusive remedy shall be for Q-Free to (i) correct any failure(s) of the Products to perform in all material respects in accordance with the Documentation or (ii) if Q-Free is unable to provide such a correction within thirty (30) days of receipt of notice of the applicable non-conformity, Customer may elect to terminate the associated Subscription, and Q-Free will promptly refund to Customer any pre-paid, unused fees paid by Customer to Q-Free for such Subscription. The warranty set forth in this Section does not apply to any trial use of Covered Software or any Beta version of Covered Software, or if the Covered Software or any portion thereof: (a) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or the Documentation; or (b) is used on equipment, products, or systems not meeting specifications identified by Q-

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Free in the Documentation. Additionally, the warranties set forth herein only apply when notice of a warranty claim is provided to Q-Free during the term of this Agreement, and do not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by Q-Free.

- C. Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTIONS 6(A) and 6(B) ABOVE, THE COVERED SOFTWARE, DEPLOYMENT SERVICES AND SUPPORT SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND AND Q-FREE MAKES NO ADDITIONAL WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE COVERED SOFTWARE, DEPLOYMENT SERVICES AND/OR SUPPORT SERVICES OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, Q-FREE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT ARE NOT DESIGNED OR INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT, WEAPONS SYSTEMS, OR LIFE SUPPORT SYSTEMS.

7. TERM AND TERMINATION

This Agreement shall continue in effect from the date this Agreement is executed by both parties for a one-year period, and thereafter shall renew automatically for successive one-year periods unless either party gives the other party written notice of its intent not to renew the Agreement at least 60 days prior to a renewal.

Either party shall have the right to immediately terminate this Agreement if the other party fails to perform any obligation required under this Agreement or fails to pay undisputed fees when due. This Agreement will also automatically terminate if Customer fails to comply with any term or condition of any of the software licenses acquired for the Covered Software.

Upon termination of this Agreement, Customer shall cease all use of the Covered Software. Customer administered system environments shall continue to have access to the Customer generated datasets.

8. CUSTOMER REFERENCES

Customer agrees that, during the term of this Agreement, Q-Free may reference Customer in Q-Free’s customer listings and may place Customer's name and logo on Q-Free’s web site and in collateral marketing materials relating to Q-Free’s products and services. Customer hereby grants Q-Free a right to use Customer's trademarks (name and logo only) designated by Customer for such limited uses, subject to Customer's trademark/logo usage guidelines, if any, provided by Customer to Q-Free. Q-Free agrees that it may not use Customer's name, logo, or any other trademarks (including in any press releases, customer "case studies," and the like) without Customer's prior consent.

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Customer initials

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Q-Free initials



9. CONFIDENTIALITY

Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes, or procedures or any other confidential, financial, or business information of the other party which it learns during its performance of this Agreement, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement.

The Covered Software contains trade secrets and proprietary know-how that belong to Q-Free, and it is being made available to Customer in strict confidence.

ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

Q-Free recognizes the Customer is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this Agreement is intended to prevent the Customer's compliance with the Public Records Act, and Customer shall not be liable to Q-Free due to Customer's compliance with any law or court order requiring the release of public records.

10. PUBLICITY

Q-Free shall not refer to the existence of this Agreement in any press release, advertising or materials distributed to prospective customers, without the prior written consent of Customer.

11. ASSIGNMENT

Customer may not assign this Agreement or any of the rights granted by Q-Free hereunder, in whole or in part, without the prior written consent of Q-Free, and any attempt to do so shall be void. Q-Free shall not assign this Agreement without Customer's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall have all the rights and obligations of the assigning party set forth in this Agreement. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

12. INDEMNITY

Q-Free agrees to indemnify Customer and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that Customer's use or possession of the Covered Software or Documentation, or the license granted hereunder, infringes or violates the copyright, trade secret or other proprietary right of any third party. Q-Free shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided Customer gives Q-Free prompt notice of any such claim of which it learns. No settlement which prevents Customer from continuing to use the Software System as provided herein shall be made without Customer's prior written consent. In all events, Customer shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing provided that such participation shall be entirely at Customer's expense.

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Q-Free initials



Q-Free shall have no liability for any claim based on (a) a modification of the Covered Software not authorized by Q-Free, or (b) use of the Covered Software other than in accordance with the Documentation, this Agreement and end user license agreement.

Clause 12 shall survive termination of this Agreement.

13. ATTORNEY FEES

If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.

14. LIMITED LIABILITY

- A. This Agreement does not include repair services due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other case originating by reason of other than normal operation of the software, or the Customers negligence or misuse of the software.
- B. This Agreement does not cover support, repair or warranty of any hardware or 3rd party software installed as part of the Software.
- C. Q-Free shall not be held liable for any indirect, special, incidental, exemplary, punitive or consequential damages suffered by the Customer, any party claiming on behalf of or through the Customer, or any other third party resulting from or arising out of or related to this Agreement or the failure of the Covered Software, including without limitation, damages for loss of business or profits, business interruption, damage or loss or destruction of data or loss of use of the Covered Software, even if such party has been previously advised of the possibility of such damage.
- D. Q-Free's total aggregate liability, including, but not limited to, contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or indemnification liability, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid for the Services during the 12 months immediately preceding the date on which the claim arose.

15. NOTICE

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by notice to the other party, or by electronic mail to:

For Q-Free: accounting.us@q-free.com

For Customer: PWAdminStaff@redmond.gov

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Customer initials

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Q-Free initials



16. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Washington. Q-Free consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of Washington, and Q-Free consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

17. SEVERABILITY

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

18. NO WAIVER

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

19. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified except in a writing executed by both parties.

20. DEFINITIONS

“Documentation” means technical notes, instruction guides, user manuals and other written or digitally created materials associated with the use and operation of the Covered Software and available via the Q-Free ATMS Customer Support Site at <https://support.inteligh-its.com/>.

“Fees” means amounts paid or payable from Customer to Q-Free under this Agreement and are listed in Exhibit B.

“Intellectual Property” means all patents, trademarks, service marks, registered designs and includes all copyrights, design rights, know-how, confidential information, software solutions, technical methods (including both patentable and non-patentable), trade secrets and any other similar rights in the United States of America and in any other countries.

“Use” means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

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Customer initials

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Q-Free initials



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

CUSTOMER

DocuSigned by:
Michael Marchand

6222B98288C42B
Authorized Signature

Michael Marchand

Printed Name and Title

8/30/2024

Date

Q-FREE

Signed by:
Whitney Nottage

3648537F2E3F42D...
Authorized Signature

Whitney Nottage

Printed Name and Title

8/30/2024

Date

Customer initials

Q-Free initials



EXHIBIT A

SOFTWARE COVERED BY Q-FREE

The following is defined as Covered Software under this Agreement

Q-Free developed and owned software (“Covered Software”)

- MAXTIME intersection control
- MAXTIME adaptive

Customer initials

Q-Free initials



EXHIBIT B

PRICING & PAYMENT SCHEDULE

The following are cost items included in Q-Free’s cost proposal for RFP-10807.24¹:

Item	Item Description	Cost
1.2	Adaptive Signal Control Technology, including license to use Covered Software from the effective date of this Agreement and 2 years of operation and maintenance and support following substantial completion for 12-intersections.	\$150,600.96

Optional Items: Q-Free shall not be entitled to payment for the below items unless Customer has approved Q-Free’s performance of the below optional tasks in writing.

Item	Item Description	Cost
3.2	Technical support, including software licensing and system support and upgrades for 12-intersections, for each additional year starting Year 3 with 5% annual increase.	\$9,540.00
4.1	Implementation costs for 13 additional optional intersections. This includes software licensing, and Years 1 and 2 of O&M.	\$154,680.04
4.3	Per intersection cost for implementation and technical support for each optional additional 25-intersection increment beyond intersections identified in 3.2 and 4.1. This includes software licensing, and Years 1 and 2 of O&M. This does not include hardware costs for new traffic signal controllers.	\$12,500.00

At the request of the City of Redmond, the following optional items not included in Q-Free’s cost proposal are included in this contract:

Item	Item Description	Cost
A.1	Technical support, including software licensing and system support and upgrades for 13 optional intersections, for each additional year starting Year 3 with 5% annual increase.	\$10,335.00

¹ All prices are inclusive of taxes and fees. As used in this Exhibit B, “substantial completion”, at which point the operation and maintenance and support services period shall commence, shall mean the completion of all sub-tasks under Tasks 2, 3, 4.1 through 4.4 and 5 in Exhibit C under the condition that City has accepted any system variance and or proposed solutions under sub task 4.4 For the sake of clarity, “Final System Acceptance” described at sub-task 4.5 in Exhibit C *shall not* mean “substantial completion.”

Customer initials

Q-Free initials



B.1	Implementation costs for 2 WSDOT-owned optional intersections. This includes software licensing, and Years 1 and 2 of O&M.	\$20,000
B.2	Technical support, including software licensing and system support and upgrades for 2 WSDOT-owned optional intersections, for each additional year starting Year 3 with 5% annual increase.	\$1,590

Invoices will be issued upon completion of each of the payment milestones. Target completion dates are provided for planning purposes only, and dependent on refined scheduled after project has started. The following is defined as the pricing and payment Exhibit under this Agreement:

Milestone	Payment Term	Target Completion	Pay Item	% Fee	Cost
Project Charter + Kick-off Meeting	One-time	September 2024	1.2	5%	\$7,530.05
Receipt of Q-Free XN Controllers in good condition	One-time	October 2024	1.2	65%	\$97,890.62
Adaptive Deployment Complete	One-time	May 2025	1.2	20%	\$30,120.19
Acceptance Testing Complete	One-time	July 2025	1.2	10%	\$15,060.10

The following are defined as the pricing and payment Optional Items under this Agreement:

Milestone	Payment Term	Target Completion	Pay Item	% Fee for Optional Items	Cost
Software O&M, starting Year 3 (12 intersection)	Annual, 5% annual increase	July 2027	3.2	100%	\$9,540.00
Receipt of Q-Free XN Controllers in good condition (additional 13-optional intersections)	One-time	October 2024	4.1	70%	\$108,276.03



Milestone	Payment Term	Target Completion	Pay Item	% Fee for Optional Items	Cost
Adaptive Deployment Complete (optional 2 WSDOT intersections)	One-time	May 2025	B.1	66.6%	\$13,333.33
Acceptance Testing Complete (optional 2 WSDOT intersections)	One-time	July 2025	B.1	33.3%	\$6,666.67
Adaptive Deployment Complete (additional optional 13-intersections)	One-time	May 2025	4.1	25%	\$38,670.01
Acceptance Testing Complete (additional optional 13-intersections); Years 1 and 2 of O&M begin	One-time	July 2025 Year 1 O&M – July 2025 to July 2026 Year 2 O&M – July 2026 to July 2027	4.1	5%	\$7,734.00
Software O&M, starting Year 3 (additional optional 13-intersections)	Annual, 5% annual increase	July 2027 to July 2028	A.1	100%	\$10,335.00
Software O&M, starting Year 3 (optional 2 WSDOT intersections)	Annual, 5% annual increase	July 2027 to July 2028	B.2	100%	\$1,590

Customer initials

Q-Free initials



EXHIBIT C

SCOPE OF WORK AND SCHEDULE

The following is the scope of Deployment Services covered under this Agreement:

Task 0: Project Management

The purpose of this task is to perform project management related activities to keep the project on-schedule and on-budget. Key activities under this task include:

- 0.1 Conduct a 1.5-hour virtual project kick-off and detection workshop meeting with City of Redmond (City) staff over Microsoft Teams.
- 0.2 Document discussion and outcomes from the project kick-off as meeting notes.
- 0.3 Develop a project charter that includes the project scope, schedule, roles, responsibilities, and project risks. This will serve as a living document throughout the life of the project and used in regular project check-ins.
- 0.4 Conduct biweekly project management meetings.

Task 1: Detector Evaluation and Requirements for Detection Capability

The purpose of this task is to review existing intersection detection and identify the detection required for implementation of the MAXTIME adaptive system. Key activities under this task include:

- 1.1 Coordinate with the City to obtain existing detection information on the project corridor, confirm gaps in available detection, and identify what the City needs to procure for the MAXTIME adaptive system.
- 1.2 Document the required detection needs in a draft Detection Needs Memorandum.
- 1.3 City to review the Detection Needs Memorandum within 3-weeks of receiving the draft document. Based on feedback from the City, update the Detection Needs Memorandum.

Task 2: ASCT System Hardware Review

The purpose of this task is to provide documentation required for the City to procure the required traffic signal controller, detection, and network/communication hardware. Key activities under this task include:

- 2.1 Coordinate with the City to identify required documents needed to procure the required hardware and software for deploying MAXTIME adaptive. Provide documented technical requirements to the City to procure required technologies.

Customer initials

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Task 3: System Installation, Integration, and Deployment

The purpose of this task is to provide the required traffic signal controller hardware and software, technical support for installation of the traffic signal controller hardware, and deployment activities to go live with MAXTIME adaptive. Key activities under this task include:

- 3.1 Provide and ship twelve (12) Q-Free XN controllers with MAXTIME ic and MAXTIME adaptive software pre-installed to the City. City to provide shipping address for controllers.
- 3.2 If approved by the City, ship up to thirteen (13) additional Q-Free XN controllers with MAXTIME ic and MAXTIME adaptive software pre-installed to the City. City to provide shipping address for controllers.
- 3.3 Conduct a Signal Operations Workshop with City staff to discuss existing operational challenges and key operational strategies for MAXTIME adaptive on the project corridor. Key operational challenges to discuss include desired cycle lengths during normal operations, strategies to address queuing at the WSDOT ramp intersections, special event timings, and other local signal timing challenges. This meeting will be conducted remotely over Microsoft Teams.
- 3.4 City to replace existing traffic signal controllers in the project study intersections with the Q-Free XN controllers.
- 3.5 Provide up to 1-day of on-site technical support to assist with the installation of the Q-Free XN controllers at the traffic signal cabinet. On-site technical support for bench testing is covered separately under Task 5.1 of this scope.
- 3.6 City to prepare geometry worksheets containing traffic signal phasing and detection mapping information for all project intersections. Q-Free will provide the geometry worksheets.
- 3.7 Based on the completed geometry worksheets provided by the City, Q-Free to generate geometry files to deploy in the MAXTIME adaptive software.
- 3.8 A week prior to Go Live, set intersections to “Diagnostic Mode” in MAXTIME adaptive and troubleshoot any potential deployment issues.
- 3.9 Perform on-site deployment (Go Live) and fine-tuning of MAXTIME adaptive for the study intersections for up to 5-days. On-site deployment should occur after a 30-day burn-in period after the Q-Free XN controllers are installed.
- 3.10 Upon completion of the on-site deployment of MAXTIME adaptive, remotely monitor the performance of MAXTIME adaptive and fine-tune for up to 5-days.

Task 4: System Testing and Acceptance

The purpose of this task is to test and verify that the deployed MAXTIME adaptive system meets the City’s documented system requirements. Key activities under this task include:

- 4.1 Assemble a draft System Verification Plan containing the system requirements and test procedures to verify the successful deployment of the system.

Customer initials

Q-Free initials



- 4.2 City to review the Draft System Verification Plan within 3-weeks of receiving the draft document. Based on feedback from the City, update the System Verification Plan.
- 4.3 Upon completion of the MAXTIME adaptive deployment, perform up to two 3-hour acceptance testing session with the City using the test procedures in the System Verification Plan.
- 4.4 Document findings in a draft System Acceptance Report. Document and record as a system variance, any portion of the test that lacks performance or fails to meet the stated system requirements. The City will decide if a system variance is acceptable or if a proposed solution is required. If a proposed solution is required, Q-Free will propose, resolve and test any solutions to system variations.
- 4.5 Final System Acceptance will be granted once the complete testing procedures have been fulfilled and all punch-list items have been satisfactorily addressed. City to review the System Acceptance Report within 3 weeks of receiving the draft document. Based on feedback from the City, update the System Acceptance Report. If City has neither affirmatively granted final acceptance nor provided written notice of deficiencies within three weeks of receiving the draft document, Final System Acceptance will be deemed granted.

Task 5: Training

The purpose of this task is to provide training for City staff to operate and maintain Q-Free related technologies procured under this contract. Key activities under this task include:

- 5.1 Upon shipment of the XN controllers, provide on-site support for loaded cabinet testing and field training for a duration up to one-day. The purpose of this training is to provide technicians familiarity with operating the XN controller and cover basic signal timing programming in MAXTIME ic. The training will focus on topics most relevant to technicians. On-site technical assistance for installation of Q-Free XN controllers is covered separately under Task 3.5 of this scope.
- 5.2 After deployment of MAXTIME adaptive, conduct a comprehensive training on MAXTIME ic and MAXTIME adaptive for a duration up to 12-hours. The purpose of the training is to provide engineers and technicians an understanding of the fully capabilities of MAXTIME ic and MAXTIME adaptive. This training may be conducted on-site during the week of deployment, or remotely. The training will be recorded on Microsoft Teams and made available to the City.

Task 6: Technical Support and Warranty

The purpose of this task is to transition City staff onto an Operations & Maintenance agreement and discuss long-term processes for requesting technical support from Q-Free. Key activities under this task include:

- 6.1 Upon completion of the project, conduct a Maintenance Meeting with the City staff over Microsoft Teams. The meeting will discuss maintenance activities and procedures to obtain technical support during the Maintenance and Operations period.
- 6.2 Based on a list of users provided by the City PM, create accounts in the Q-Free Support Portal for 24/7 access to product manuals, technical reference notes, how-to videos, and ticketing system.



The following summarizes the preliminary project schedule:

Month	Task 0: Project Management	Task 1: Detector Evaluation	Task 2: ASCT System Hardware Review	Task 3: System Installation	Task 4: System Testing and Acceptance	Task 5: Training	Task 6: Technical Support and Warranty
Jul-24							
Aug-24							
Sep-24	Project Charter	Kick-off + Detection Needs Workshop	Hardware Specs				
Oct-24				Ship Q-Free Controllers		Cabinet testing support and field training	
Nov-24		Detector Needs Memo		Signal Operations Workshop			
Dec-24							
Jan-25							
Feb-25		City to complete Geometry Worksheets					
Mar-25		City to install detection system.		City to install XN controllers.			
Apr-25					Draft System Verification Plan		
May-25				Q-Free to deploy MAXTIME adaptive.		Comprehensive training	
Jun-25					Final System Verification Plan		
Jul-25					System Acceptance		Executed O&M Agreement

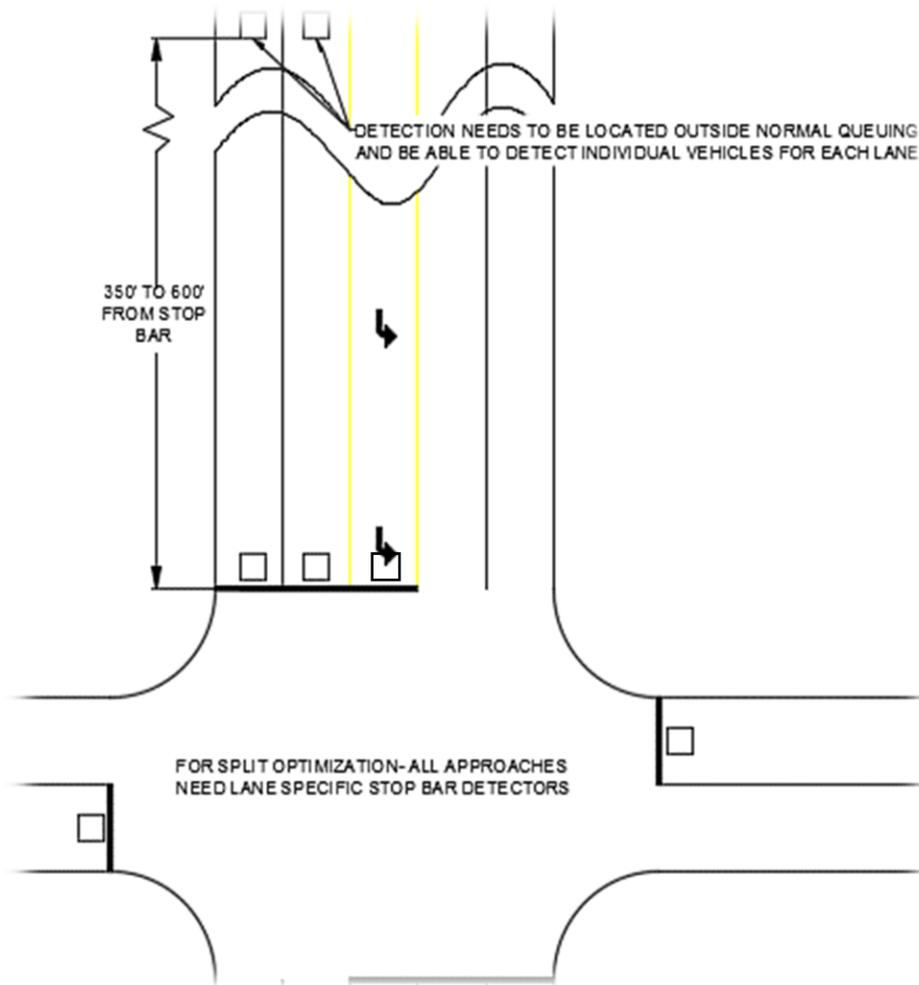


EXHIBIT D

REQUIRED DETECTION

The Customer must equip and maintain the following detection:

- Mainline Advance detection
 - For all phases/lanes considered to be coordinated/mainlines
 - Outside (beyond) normal queuing during non-saturated conditions. Often 350-600', but site conditions may vary.
 - Discreet detector channels per lane
- Stop-bar detection
 - For all lanes
 - Discreet Channels per lane
 - Configured/installed for occupancy (6'x6' or 10' zones preferred) or less than 20' long



Customer initials

Q-Free initials

**FIRST AMENDMENT TO Q-FREE HARDWARE
AND SOFTWARE SALES AGREEMENT**

THIS FIRST AMENDMENT (“Amendment”) amends the Agreement for hardware and software (“Agreement”) entered into between the City of Redmond (“City”), and Q-Free America Inc., (“Q-Free”). The City and Q-Free are individually a party and collectively the parties.

RECITALS

A. The parties entered into the Agreement effective August 30, 2024. The Agreement the provision of certain hardware and software sales by Q-Free to the City.

B. As part of the provision of services under the Agreement, Q-Free will provide consulting services to the City and the parties desire to modify the Agreement to incorporate provisions regarding the provision of consulting services.

C. The parties also desire to include an exhibit that sets forth the specifications for the hardware to be installed.

D. The parties agree to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Section 12 of the Agreement Amended. Section 12 is hereby deleted in its entirety and replaced as follows:

A. Q-Free agrees to indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to tangible property, arising out of any willful misconduct or negligent act, error, or omission of Q-Free, its officers, agents, subconsultants or employees, in connection with the Services required by this Agreement, provided, however, that:

i. Q-Free’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

ii. Q-Free’s obligations to indemnify and defend for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of Q-Free and the City, or of Q-Free and a third party other than an officer, agent, subconsultant or employee of Q-Free, shall apply only to the extent of the negligence or willful misconduct of Q-Free.

B. In addition to Q-Free’s obligations under Section 12(A) above, Q-Free shall indemnify the City and its directors, officers, employees, agents and other representatives against any damages finally awarded by a court in connection with Claims made or alleged against the City by a third party that the services, software or deliverables infringes a U.S. patent, copyright

or other intellectual property rights of any third party. The foregoing indemnification obligation does not apply to any claims or losses arising out of or relating to any:

- i. access to or use of the software in combination with any hardware, system, software, network or other materials or service not provided or authorized by this Agreement or otherwise in writing by Q-Free; or
- ii. modification of the software other than: (a) by or on behalf of Q-Free; or (b) with Q-Free's written approval or in accordance with Q-Free's written specifications.

C. If any of the services, software or deliverables are, or in Q-Free's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party intellectual property right, or if the City's use of the services, software or deliverables is enjoined or threatened to be enjoined, Q-Free may, at its option and sole cost and expense:

- i. obtain the right for City to continue to use the Services, Software and Deliverables materially as contemplated by this agreement;
- ii. modify or replace the services, software and deliverables, in whole or in part, to seek to make the services, software and deliverables (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality; or
- iii. by written notice to the City, terminate this Agreement with respect to all or part of the services, software and deliverables, and require the City to immediately cease any use of the services, software and deliverables or any specified part or feature thereof, provided that if such termination occurs, Q-Free shall refund any prepaid fees to City and provide transition services free of charge.
- iv. The foregoing sections C(i)-(iii) state the entire liability and obligations of Q-Free and the exclusive remedy of the City with respect to infringement Claims described in section B.

2. New Sections Added. The following are added as new sections to the Agreement:

Section 21. Retention of Consultant – Scope of Work. The City hereby retains Q-Free to provide professional services as defined in this agreement and as necessary to accomplish the schedule and scope of work attached hereto as **Exhibit C** and incorporated herein by this reference as if set forth in full. Q-Free shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement. Q-Free shall not begin any work under the terms of this agreement until authorized in writing by the City. A failure to complete the work according to **Exhibit C**, except where such failure is due to circumstances beyond the control of Q-Free, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to Q-Free, but shall 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 Q-Free. All such extensions shall be in writing and shall be executed by both parties.

Section 22. Changes in Work. Q-Free shall make such changes and revisions in the complete work provided by this Agreement as may be necessary to correct errors made by Q-Free and appearing therein when required to do so by the City. “Error” means failure of work to conform to express contract requirements. Q-Free 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, Q-Free 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 23.

Section 23. 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. Q-Free 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 at any time before final payment of the agreement.
- C. 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.

Section 24. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by Q-Free under this agreement shall become the property of the City upon payment of Q-Free’s fees and charges therefore, unless such items are derivative works of intellectual property developed at Q-Free’s expense, in which case ownership of such work products shall remain with Q-Free and the City will receive a license in such work products that is commensurate with the City’s license in the intellectual property from which the work product is derived. 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 Q-Free.

Section 25. Independent Consultant. Q-Free is an independent consultant for the performance of services under this agreement. The City shall not be liable for, nor obligated to pay to Q-Free, or any employee of Q-Free, 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 Q-Free which may arise as an incident of Q-Free performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by Q-Free.

Section 26. Insurance.

Prior to commencing the services outlined in Exhibit C, Q-Free shall procure and maintain at its sole cost and expense at least the following insurance covering its obligations under this agreement.

A. Insurance Coverages:

i. Worker's compensation and employer's liability insurance as required by the State of Washington;

ii. 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;

iii. Professional Liability/Errors and Omissions Insurance (including Technology Errors and Omissions) of at least \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

B. 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.

C. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance and the cyber liability insurance, the City will be named on all insurance as an additional insured. Q-Free 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 Q-Free's negligence, Q-Free'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 Q-Free's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement.

Section 27. Records. Q-Free shall keep all records related to this agreement for a period of three years following completion of the work for which Q-Free is retained. Q-Free 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 Q-Free. Upon request, Q-Free will provide the City with reproducible copies (which may be electronic) of any such records. The copies will be provided without cost if required to substantiate any billing of Q-Free, but Q-Free may charge the City for copies requested for any other purpose.

Section 28. Reserved.

Section 29. Non-Discrimination. Q-Free agrees not to discriminate against any customer, employee or applicant for employment, subconsultant, 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. Q-Free understands that if it violates this provision, this Agreement may be terminated by the City and that Q-Free may be barred from performing any services for the City now or in the future.

Section 30. Compliance and Governing Law. Q-Free 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.

Section 31. Subcontracting or Assignment. Q-Free 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.

Section 32. 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 Q-Free for any breach of the agreement by Q-Free, or for failure of Q-Free 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.

3. New Exhibit Added. A new exhibit E is added regarding system requirements.

4. Other Provisions Not Affected. Except as expressly amended herein, all provisions of the Agreement remain unchanged and in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts each of which is an original and all of which shall constitute a single agreement.

EXECUTED by the parties on the dates set forth below.

<p>CITY OF REDMOND</p> <hr/> <p>Angela Birney, Mayor</p> <p>Date: _____</p>	<p>Q-Free</p> <p>Signed by:</p> <p></p> <p>Whitney Nottage Chief Operations Officer</p> <p>Date: 9/20/2024</p>
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Exhibit E: System Requirements

System Req Reference #	System Requirement Statement	Mandatory (M) Desirable (D)	Status # (1, 2, 3, 4)	Requirement Status Explanation
1 Network Characteristics				
1.0-1	The ASCT shall control a minimum 12 traffic signals concurrently that are owned and operated by the City of Redmond. The ASCT may be expanded to an additional 13 traffic signals.	M	1	MAXTIME adaptive has been demonstrated on systems as large as 90+ intersections
1.0-2	The ASCT shall support a variable number of signal groups that is user-defined.	M	1	MAXTIME adaptive can support ASCT control of signals in a variable number of groups. The total number of groups is not limited.
1.0-2.0-1	The boundaries surrounding signal controllers that operate in a coordinated fashion shall be defined by the user.	M	1	MAXTIME adaptive allows users to define the boundaries of the adaptive system.
1.0-2.0-2	The ASCT shall control a minimum of 7 groups of signals and should not be limited to a maximum number of groups.	M	1	See 1.0-2
1.0-2.0-3	The size of a group shall be user-defined.	M	1	MAXTIME adaptive allows users to configure the intersections within a group. This can be static, changed on command, or changed by TOD or traffic conditions.
1.0-2.0-4	Each group shall operate independently.	M	1	MAXTIME adaptive allows users to configure groups to operate independently, or as a single system. This can be static, changed on command, or changed by TOD or traffic conditions.
1.0-2.0-5	The boundaries surrounding signal controllers that operate in a coordinated fashion shall be autonomously altered by the ASCT system according to configured parameters such as traffic and active mode volume fluctuations.	D	1	See 1.0-2.0-3, and 1.0-2.0-4
1.0-2.0-5.0-1	The boundaries surrounding signal controllers that operate in a coordinated fashion shall have the capability to be altered by the system according to a time of day schedule.	D	1	See 1.0-2.0-3, and 1.0-2.0-4
1.0-2.0-5.0-2	The boundaries surrounding signal controllers that operate in a coordinated fashion shall have the capability to be altered by the system according to traffic and active mode conditions.	D	1	See 1.0-2.0-3, and 1.0-2.0-4
1.0-2.0-5.0-3	The boundaries surrounding signal controllers that operate in a coordinated fashion shall have the capability to be altered by the system when commanded by the user.	D	1	See 1.0-2.0-3, and 1.0-2.0-4
2 Type of Operation				
2.1 General				
2.1.1 Mode of Operation				
2.1.1.0-1	The ASCT shall operate non-adaptively during the presence of a defined condition.	M	1	MAXTIME adaptive allows users to configure conditions that will deactivate adaptive operations. These conditions include, but are not limited to; <ul style="list-style-type: none"> • Critical communication failures • # of communication

System Req Reference #	System Requirement Statement	Mandatory (M) Desirable (D)	Status # (1, 2, 3, 4)	Requirement Status Explanation
				failures <ul style="list-style-type: none"> • Detection failures • # of detection failures • Volume thresholds • Occupancy thresholds • Queue failures • Time of Day • User-command
2.1.1.0-2	The ASCT shall operate non-adaptively when adaptive control equipment fails.	M	1	See 2.1.1.0-1
2.1.1.0-2.0-1	The ASCT shall operate non-adaptively when a user-specified detector fails.	M	1	See 2.1.1.0-1
2.1.1.0-2.0-2	The ASCT shall operate non-adaptively when the number of failed detectors connected to a signal controller exceeds a user-defined value.	M	1	See 2.1.1.0-1
2.1.1.0-2.0-3	The ASCT shall operate non-adaptively when the number of failed detectors in a group exceeds a user-defined value.	M	1	See 2.1.1.0-1
2.1.1.0-2.0-4	The ASCT shall operate non-adaptively when a user-defined communications link fails.	M	1	See 2.1.1.0-1
2.1.1.0-3	The ASCT shall operate non-adaptively when a user manually commands the ASCT to cease adaptively controlling a group of signals.	M	1	See 2.1.1.0-1
2.1.1.0-4	The ASCT shall operate non-adaptively when a user manually commands the ASCT to cease adaptive operation.	M	1	See 2.1.1.0-1
2.1.1.0-5	The ASCT shall operate non-adaptively in accordance with a user-defined time-of-day schedule.	D	1	See 2.1.1.0-1
2.1.1.0-6	The ASCT shall alter the adaptive operation to achieve required group objectives in user-specified conditions.	D	1	
2.1.1.0-6.0-1	When current measured multimodal conditions meet user-specified criteria, the ASCT shall alter the state of the signal controllers, minimizing vehicle delay while accommodating active modes along the coordinated route.	M	1	
2.1.1.0-6.0-2	When current measured traffic conditions meet user-specified criteria, the ASCT shall alter the state of signal controllers, preventing queues from exceeding the storage capacity at user-specified locations.	M	1	MAXTIME adaptive supports userconfigurable split equity, allowing for splits to be more aggressively adjusted, thus preventing queues. Additionally, queue detectors can be used in user-defined conditions to alter the adaptive operations in a user-defined manner
2.1.1.0-6.0-3	When current measured multimodal conditions meet user-specified criteria, the ASCT shall alter the state of signal controllers providing equitable distribution of green times and pedestrian crossing times.	M	1	MAXTIME Adaptive's split algorithm is designed to equitably distribute green times to phases based on current traffic conditions. The aggressiveness by which time distributes is user-configurable
2.1.1.0-6.0-4	When current measured traffic conditions meet user-defined criteria, the ASCT shall alter the state of signal controllers providing two-way progression on a coordinated route.	M	1	MAXTIME Adaptive's offset algorithm allows the system to provide

				two-way progression of a coordinated route
2.1.1.0-7	The ASCT shall provide maximum and minimum phase times, within a user-defined range.	D	1	MAXTIME adaptive allows users to configure minimum and maximum phase times that the split algorithm will honor during split calculations – ensuring that no splits below the minimum or above the maximum are programmed.
2.1.1.0-7.0-1	The ASCT shall provide a user-specified maximum value for each phase at each signal controller.	D	1	See 2.1.1.0-7
2.1.1.0-7.0-1.0-1	The ASCT shall not provide a phase length longer than the maximum value.	D	1	See 2.1.1.0-7
2.1.1.0-7.0-2	The ASCT shall provide a user-specified minimum value for each phase at each signal controller.	D	1	See 2.1.1.0-7
2.1.1.0-7.0-2.0-1	The ASCT shall not provide a phase length shorter than the minimum value.	D	1	See 2.1.1.0-7
2.1.1.0-8	The ASCT shall detect repeated phases that do not serve all waiting vehicles. (These phase failures may be inferred, such as by detecting repeated max-out.)	M	1	MAXTIME adaptive supports conditions based on “split failures” wherein GOcc and ROcc5 can be configured to detect phases that do not serve all waiting vehicles.
2.1.1.0-8.0-1	The ASCT shall alter operations, to minimize repeated phase failures.	M	1	conditions described in 2.1.1.0-8 can be used to increase cycle lengths, or change corridor plans (thus the coordination strategies)
2.1.1.0-9	The ASCT shall determine the order of phases at a user-specified intersection. Conflicting movements shall be prevented from operating concurrently. (The calculation will be based on the optimization function.)	M	1	MAXTIME adaptive allows users to configure allowable sequences. The offset algorithm will choose which sequence to use based on the traffic conditions
2.1.1.0-10	The ASCT shall provide coordination along a route.	M	1	MAXTIME adaptive can provide coordination along a route or multiple routes
2.1.1.0-10.0-1	The ASCT shall coordinate along a user-defined route.	M	1	MAXTIME adaptive allows users to configure and store the coordinated routes. These routes can be static, or changed by user command, TOD, or traffic conditions
2.1.1.0-10.0-2	The ASCT shall determine the coordinated route based on traffic conditions.	M	1	See 2.1.1.0-10.0-1
2.1.1.0-10.0-3	The ASCT shall determine the coordinated route based on a user-defined schedule.	M	1	See 2.1.1.0-10.0-1

2.1.1.0-10.0-4	The ASCT shall store user-defined coordination routes.	D	1	See 2.1.1.0-10.0-1
2.1.1.0-10.0-4.0-1	The ASCT shall implement a stored coordinated route by operator command.	D	1	See 2.1.1.0-10.0-1
2.1.1.0-10.0-4.0-2	The ASCT shall implement a stored coordinated route based on traffic conditions.	D	1	See 2.1.1.0-10.0-1
2.1.1.0-10.0-4.0-3	The ASCT shall implement a stored coordinated route based on a user-defined schedule.	D	1	See 2.1.1.0-10.0-1
2.1.1.0-11	The ASCT shall not prevent the use of phase timings in the local controller set by City of Redmond policy.	M	1	MAXTIME adaptive writes cycles, splits, and offsets to MAXTIME. MAXTIME continues to run the intersection normally. This includes the use of phase timings set in the controller
2.1.1.0-12	The ASCT shall allow operator to override one individual intersection to manual operation while keeping others under adaptive operation.	M	1	MAXTIME Adaptive allows operator override on individual intersections using commands from Kinetic Signals or in the maxtime interface by manually selecting the running pattern.
2.1.2 Allowable Phases				
2.1.2.0-1	The ASCT shall support protected/permissive left turn phase operation allowing the system and operator to omit when user-specified condition is met.	D	1	MAXTIME supports phase omits by time of day through sequences, phase plans, or split plans or by condition through user logic. Overlaps can be omitted by TOD through pattern parameters or omitted by condition through user logic.
2.1.2.0-2	The ASCT shall support the protected left turn phase to lead or lag the opposing through phase based upon user-specified conditions.	D	1	MAXTIME adaptive will support any sequence operation including leading left turns, lagging left turns, doubleservice left turns, or other complex configurations
2.1.2.0-3	The ASCT shall prevent skipping a user-specified phase when the user-specified phase sequence is operating.	D	1	MAXTIME adaptive will write splits to all phases that are part of the sequence. MAXTIME will not skip any phases that have split times assigned. The sequence that MAXTIME runs is user defined, time of day, or changeable by adaptive based on traffic conditions.

2.1.2.0-4	The ASCT shall prevent skipping a user-specified phase based on an event such as during a construction closure.	D	1	See 2.1.2.0-3
2.1.2.0-5	The ASCT shall prevent skipping a user-specified phase according to a time of day schedule.	D	1	See 2.1.2.0-3
2.1.2.0-6	The ASCT shall omit a user-specified phase when the cycle length is below a user-specified value.	D	1	MAXTIME's user logic can be utilized to omit phases based on the cycle length
2.1.2.0-7	The ASCT shall omit a user-specified phase based on measured traffic conditions.	D	1	MAXTIME's user logic can be utilized to omit phases based on traffic conditions
2.1.2.0-8	The ASCT shall omit a user-specified phase according to a time of day schedule	D	1	MAXTIME and MAXTIME adaptive can change sequences based on a TOD schedule. Sequences can be configured such that phases are omitted.
2.1.2.0-9	The ASCT shall assign unused time from a preceding phase that terminates early to a user-specified phase as follows: <ul style="list-style-type: none"> • next phase • next coordinated phase • user-specified phase 	D	1	MAXTIME allows users to configure fixed force off (assigning time to the next phase), or floating force off (assigning time to the coordinated phase) on a per pattern basis. Additionally, MAXTIME supports configuring this on a per-phase basis allowing user-specified phases to run fixed force off (receiving extra time) and others to run floating forceoff.
2.1.2.0-10	The ASCT shall assign unused time from a preceding phase that is skipped to a user-specified phase as follows: <ul style="list-style-type: none"> • previous phase • next phase • next coordinated phase • user-specified phase 	D	1	See 2.1.2.0-9. Additionally, time can be assigned to the previous phase based on the configured coordination mode.
2.1.2.0-11	The ASCT shall restrict phase sequences that are user-specified.	M	1	MAXTIME adaptive will only use sequences that are configured to be allowable
2.1.3 Oversaturation				
2.1.3.0-1	The ASCT shall detect the presence of queues at preconfigured locations.	M	1	MAXTIME adaptive supports queue detection as a condition for triggering different operational responses including, but not limited to: <ul style="list-style-type: none"> • Activating a pre-defined pattern • Disabling adaptive • Triggering a cycle length increase / decrease • Changing corridor plans

				(operational strategy)
2.1.3.0-2	When queues are detected at user-specified locations, the ASCT shall execute user-specified timing plan/operational mode.	D	1	See 2.1.3.0-1
2.1.3.0-3	When queues are detected at user-specified locations, the ASCT shall execute user-specified adaptive operation strategy.	M	1	See 2.1.3.0-1
2.1.3.0-4	When queues are detected at user-specified locations, the ASCT shall omit a user-specified phase at a user-specified signal controller.	D	1	MAXTIME user logic can be used to trigger an omit based on detected queues
2.1.3.0-5	The ASCT shall meter traffic into user-specified bottlenecks by storing queues at user-specified locations.	D	1	MAXTIME Adaptive allows users to configure "allowed stops" which will modify the offset algorithm to ensure any required stops happen where allowed, preventing bottlenecks where stops are not allowed
2.1.3.0-6	The ASCT shall store queues at user-specified locations.	D	1	See 2.1.3.0-5
2.1.3.0-7	The ASCT shall maintain capacity flow through user-specified bottlenecks.	D	1	MAXTIME Adaptive's cycle length algorithm chooses cycle lengths that best fit the current traffic patterns. The split algorithm will equitably distribute splits in a way that optimizes split utilization. The offset algorithm optimizes AoGs to minimize stops on the corridor. These three in combination meet this goal
2.1.3.0-8	When queues are detected at user-specified locations, the ASCT shall limit the cycle length of the group to a user-specified value.	D	1	See 2.1.3.0-1. All cycle length triggers include a minimum/maximum cycle length value. Thus, a queue detector condition that triggers cycle length changes will also limit the cycle length to the range configured within that condition.
2.2 Sequence-based Adaptive Coordination				
2.2.0-1	The ASCT shall be capable of sequence-based adaptive coordination where the system adjusts cycle, split, and offset as part of the algorithm decision to optimize signal operations in real-time.	M	1	MAXTIME Adaptive is a sequence-based adaptive system that adjusts Cycle, Splits, Offset and Sequence as part of the algorithm decision
2.2.0-2	The ASCT shall calculate phase lengths for all phases at each signal controller to suit the current coordination strategy.	M	1	MAXTIME adaptive calculates splits for all phases at each signal using green occupancy

				and red occupancy to provide equitable distribution of time.
2.2.0-3	The ASCT shall calculate offsets to suit the current coordination strategy for the user-specified reference point for each signal controller along a coordinated route within a group.	M	1	MAXTIME adaptive calculates offsets for the coordinated phases for each signal along the corridor, for each coordinated route. The algorithm uses arrivals on green to optimize offsets via a link pivot algorithm
2.2.0-3.0-1	The ASCT shall apply offsets for the user-specified reference point of each signal controller along a coordinated route.	D	1	MAXTIME adaptive writes offsets to MAXTIME which uses the user specified reference point
2.2.0-4	The ASCT shall calculate a cycle length for each cycle based on its optimization objectives (as required	M	1	MAXTIME adaptive uses progression as the primary optimization objective for calculating cycle length. When conditions are triggered, cycle lengths may change based on those conditions. Conditions can be triggered for more equitable distribution of green by programming "split failure conditions" based on a combination of GOcc and ROcc5 of any combination of phases. Conditions can be triggered for queue management by programming queue detection as a trigger
	elsewhere, e.g., progression, queue management, equitable distribution of green).			
2.2.0-4.0-1	The ASCT shall limit cycle lengths to user-specified values.	M	1	MAXTIME adaptive allows users to configure min/max cycle change values which ensures the cycle length will always change by a minimum of x and a maximum of y. This will limit cycle lengths to user-specified values.
2.2.0-4.0-2	The ASCT shall limit cycle lengths to a user-specified range.	M	1	MAXTIME adaptive allows users to configure min/max cycle lengths. These can be configured globally, and on a per-condition basis.
2.2.0-4.0-3	The ASCT shall calculate optimum cycle length according to the user-specified coordination strategy.	M	1	See 2.2.0-4

2.2.0-4.0-4	The ASCT shall limit changes in cycle length to not exceed a user-specified value.	M	1	See 2.2.0-4.0-1 and 2.2.0-4.0-2
2.2.0-4.0-4.0-1.0-2	The increased limit shall be user-defined.	D	1	See 2.2.0-4.0-1
2.2.0-4.0-5	The ASCT shall adjust offsets to minimize the chance of stopping vehicles approaching a signal that have been served by a user-specified phase at an upstream signal.	M	1	MAXTIME adaptive utilizes the Link Pivot algorithm to maximize throughput on the coordinated routes based on real-time AoG data. This can be balanced for two-way progression, or to favor a specific direction. When suitable data is not available for link pivot (or when configured to do so permanently), MAXTIME adaptive will optimize offsets using a "geometric mode", wherein real-time data is used to calculate travel time between intersections and identify the optimal offsets. Additionally, MAXTIME adaptive is compatible with the use of MAXTIME local TSP features
2.4 Single Intersection Adaptive Operation				
2.4.0-1	The ASCT shall be capable of non-coordinated adaptive operation at a single intersection.	D	1	MAXTIME adaptive supports single intersection operation and can run on a Cycle and splits or splits only optimization mode.
2.4.0-2	The ASCT shall calculate a cycle length of a single intersection, based on current measured traffic conditions. (The calculation is based on the optimization objectives.)	D	1	MAXTIME adaptive allows for cycle length optimization based on measured traffic conditions wherein user-specified conditions will trigger a cycle length increase or decrease
2.4.0-3	The ASCT shall calculate optimum phase lengths, based on current measured traffic conditions. (The calculation is based on the optimization objectives.)	D	1	MAXTIME adaptive will calculate splits for a single intersection based on the green and red occupancy of each phase providing the most equitable distribution of time.
2.4.0-3.0-1	The ASCT shall limit the difference between the length of a given phase and the length of the same phase during its next service to a user-specified value.	D	1	MAXTIME adaptive has a "minimum change" and "maximum change" value for splits that is user configurable. This will limit the difference of time splits get

				changed between each adjustment.
2.4.0-3.0-2	When queues are detected at user-specified locations, the ASCT shall execute user-specified timing plan/operational mode.	D	1	See 2.1.3.0-1
2.4.0-4	The ASCT shall calculate phase order, based on current measured traffic conditions. (The calculation is based on the optimization objectives.)	D	1	See 2.1.1.0-9
2.6 Responsiveness				
2.6.0-1	The ASCT shall limit the change in consecutive cycle lengths to be less than a user-specified value.	M	1	MAXTIME adaptive allows users to configure a minimum number of cycles to make cycle length changes for all cycle length conditions, as well as a cycle length lockout timer
2.6.0-2	The ASCT shall limit the change in phase times between consecutive cycles to be less than a user-specified value. (This does not apply to early gap-out or actuated phase skipping.)	M	1	MAXTIME adaptive has a "minimum change" and "maximum change" value for splits that is user configurable.
2.6.0-3	The ASCT shall limit the changes in the direction of primary coordination to a user-specified frequency.	M	1	The primary direction of coordination is determined by the active corridor plans. These are changed by TOD thus the TOD schedule limits the number of changes. Additionally, corridor plans can be changed by condition, wherein timer limits are available to limit the frequency of changes.
2.6.0-4	When a large change in traffic demand is detected, the ASCT shall respond more quickly than normal operation, subject to user-specified limits.	M	1	MAXTIME Adaptive's condition plans have parameters that determine the frequency and range of changes being made. Separate conditions with more aggressive frequencies and ranges can be used for largescale traffic changes
2.6.0-5	The ASCT shall select cycle length based on a user-defined incremental range.	M	1	See 2.2.0-4.0-1 and 2.2.0-4.0-2
3 External/Internal Interfaces				
3.0-1.0-1	Allow operation of external devices using discrete signal outputs such as blank-out signs.	M	1	MAXTIME adaptive does not take over control of the intersection operations during adaptive operations, MAXTIME IC continues to run the operations of the intersection. This allows

				for normal operation of external and internal interfaces to operate as normal. Examples of these operations are listed but not limited to; Blank out signs Preemption Transit Signal Priority SDLC communications NTCIP transaction Advanced pedestrian features FYA operations Red Extension
3.0-1.0-2	The ASCT shall receive commands from King County Metro's Transit Priority Request Generator (TPRG) located in the upper compartment of the traffic signal cabinet. The TPRG places low priority TSP calls via traditional signal controller cabinet preemption inputs.	M	1	See 3.0-1.0-1
3.0-1.0-3	The ASCT shall receive NTCIP-based TSP requests from King County Metro's Cloud-based TSP System.	D	1	See 3.0-1.0-1
3.0-1.0-4	The ASCT shall receive location information from King County Metro's CAD/AVL system API.	D	1	See 3.0-1.0-1
3.0-1.0-5	The ASCT shall receive and process NTCIP messages and SDLC inputs from the Multimodal Detection and Analytics system.	M	1	See 3.0-1.0-1
3.0-1.0-6	The ASCT shall be capable of multimodal signal timing strategies actuated by NTCIP messages and SDLC	D	1	See 3.0-1.0-1
	inputs from the Multimodal Detection and Analytics system including, but not limited to:			
3.0-1.0-6.1	Pedestrian Clearance – hold all red when pedestrian has not cleared crosswalk.	D	1	See 3.0-1.0-1
3.0-1.0-6.2	Pedestrian Extension – extend pedestrian crossing time based on pedestrian speeds and volumes.	D	1	See 3.0-1.0-1
3.0-1.0-6.3	Red Light Running – hold all red when red light running occurrence is anticipated based on phase state and vehicle trajectory.	D	1	See 3.0-1.0-1
3.0-1.0-6.4	Dynamic Flashing Yellow Arrow – transition to protected left turn operation only when pedestrian detected.	D	1	See 3.0-1.0-1
3.0-1.0-6.5	Leading Pedestrian Interval – implement leading pedestrian interval when pedestrian detected.	D	1	See 3.0-1.0-1
3.0-1.0-6.6	No Right Turn on Red – support No Right Turn on Red blank-out sign activation based on active, conflicting pedestrian crossing movements.	D	1	See 3.0-1.0-1
4 Crossing Arterials and Boundaries				
4.0-1.0-1	The ASCT shall alter its operation to minimize interruption to the freeway mainline.	D	1	MAXTIME Adaptive's split algorithm will prevent interruption to

				the freeway. Additionally, queue detection can be used to make other changes to the adaptive operation as-needed to prevent interruption to the freeway.
4.0-1.0-2	The ASCT shall operate a fixed cycle length to match the cycle length of an adjacent system.	D	1	MAXTIME adaptive supports splits and offsets only operation where in the software can mimic a desired pattern / cycle length in a fixed fashion or by TOD.
4.0-1.0-3	The ASCT shall be capable of receiving data from partner agency central and roadside systems such as transit data from King County Metro and signal operations data from WSDOT, City of Bellevue, and City of Kirkland.	D	1	MAXTIME supports receipt of compatible data from any agency that can access the network.
4.0-1.0-4	The ASCT shall support adaptive coordination on crossing routes.	M	1	MAXTIME adaptive supports adaptive coordination on crossing routes.
5 Access and Security				
5.0-1	The ASCT shall be implemented with a security policy that addresses the following selected elements:	M	1	See below
5.0-1.0-1	<ul style="list-style-type: none"> Local access to the ASCT. 	M	1	MAXTIME and MAXTIME adaptive can be accessed locally by a wired or wireless ethernet connection via the WebUI. The WebUI supports user logins and require a login and password for any access to the software. These can be stored locally and/or centrally for cloud authentication. Logins can be configured to provide varying degrees of user-privileges.
5.0-1.0-2	<ul style="list-style-type: none"> Remote access to the ASCT. 	M	1	MAXTIME and MAXTIME adaptive can be accessed remotely over the network via the WebUI. The WebUI supports user logins and require a login and password for any access to the software. These can be stored locally and/or centrally for cloud authentication. Logins can be configured to provide varying degrees of user-privileges

5.0-1.0-3	<ul style="list-style-type: none"> System monitoring. 	M	1	MAXVIEW provides system monitoring. MAXVIEW supports user logins and require a login and password for any access to the software. Logins can be configured to provide varying degrees of user privileges including view only, monitoring, command and control, and system administrator
5.0-1.0-4	<ul style="list-style-type: none"> System manual override. 	M	1	Logins are required for a system manual override.
5.0-1.0-7	<ul style="list-style-type: none"> User login 	M	1	See 5.0-1.0-1, 5.0-1.0-2, and 5.0-1.0-3
5.0-1.0-8	<ul style="list-style-type: none"> User password 	M	1	See 5.0-1.0-1, 5.0-1.0-2, and 5.0-1.0-3
5.0-1.0-9	<ul style="list-style-type: none"> Administration of the system 	M	1	See 5.0-1.0-3
5.0-1.0-14	<ul style="list-style-type: none"> System parameters 	M	1	See 5.0-1.0-3
5.0-1.0-15	<ul style="list-style-type: none"> Report generation 	M	1	See 5.0-1.0-3
5.0-1.0-16	<ul style="list-style-type: none"> Configuration 	M	1	See 5.0-1.0-1, 5.0-1.0-2, and 5.0-1.0-3
5.0-1.0-17	<ul style="list-style-type: none"> Security alerts 	M	1	See 5.0-1.0-3
5.0-1.0-18	<ul style="list-style-type: none"> Security logging 	M	1	MAXTIME, MAXTIME adaptive, and MAXVIEW log all changes made by users along with the date, username, and what changes were made
5.0-1.0-19	<ul style="list-style-type: none"> Security reporting 	M	1	Change logs can be viewed in the database menus
5.0-1.0-20	<ul style="list-style-type: none"> Database access 	M	1	See 5.0-1.0-1, 5.0-1.0-2, and 5.0-1.0-3
5.0-1.0-21	<ul style="list-style-type: none"> Signal controller access 	M	1	See 5.0-1.0-1, 5.0-1.0-2, and 5.0-1.0-3
5.0-2	The ASCT shall provide monitoring and control access all required features of adaptive operation. This includes enabling/disabling individual detectors, vehicle minimum and maximum recalls, and pedestrian recalls at the following locations:	M	1	Remote access as described in 5.0- 1.0-2 can be obtained from any location with access to the primary network.
5.0-2.0-1	<ul style="list-style-type: none"> City of Redmond TMC 	M	1	See 5.0-2
5.0-2.0-2	<ul style="list-style-type: none"> Maintenance shop 	M	1	See 5.0-2
5.0-2.0-3	<ul style="list-style-type: none"> Workstations on City of Redmond LAN or WAN for monitoring purposes 	M	1	See 5.0-2
5.0-2.0-5	<ul style="list-style-type: none"> Local controller cabinets – local controller shall display phase timing, phase calls, and phase status (e.g. minimum green, detector extension, phase omits, operating mode, preemption). 	M	1	See 5.0-2
5.0-2.0-6	<ul style="list-style-type: none"> Maintenance vehicles 	M	1	See 5.0-2
5.0-2.0-7	<ul style="list-style-type: none"> Remote locations via laptop/tablet 	M	1	See 5.0-2

5.0-2.0-8	The ASCT system shall allow permanent modifications to the adaptive signal parameters from either the ASCT central software installed on a workstation or laptop or at the local controller. The ASCT system shall consist of a local controller software package, a centralized signal software package, and an adaptive component.	M	1	See 5.0-2
5.0-3	The ASCT shall comply with the City of Redmond's TIS security policies.	M	1	MAXTIME adaptive will be implemented in coordination with the City's IT Department.
5.0-4	The ASCT shall not prevent access to the local signal controller database, monitoring or reporting functions by any installed signal management system.	M	1	MAXTIME adaptive does not prevent access to MAXTIME or any monitoring/reporting functions
5.0-5	The ASCT shall allow permanent modification to the adaptive signal parameters from the ASCT central system and local controller via a workstation or laptop.	M	1	See 5.0-1.0-1
6 Data Log				
6.0-1	The ASCT shall log the following events:	D	1	See below
6.0-1.0-1	Time-stamped vehicle phase calls	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-2	Time-stamped pedestrian phase calls	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-3	Time-stamped emergency vehicle preemption calls	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-4	Time-stamped transit priority calls	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-5	Time-stamped railroad preemption calls	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-6	Time-stamped start and end of each phase	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-7	Time-stamped controller interval changes	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-8	Time-stamped start and end of each transition to a new timing plan	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.

6.0-1.0-9	Time-stamped detection actuation per lane	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-2	The ASCT shall export its systems log in the following formats: <ul style="list-style-type: none"> • UTDF (Synchro) • MS Excel • Text • CSV • XML • PDF • Open source SQL database 	D	2	Kinetic supports exporting logs and timings to UTDF, Excel, CSV, PDF, or SQL. XML and Text are supported through third party conversion tools.
6.0-3	The ASCT shall store the event log for a minimum of 365 days	D	1	Kinetic will store hi resolution logs for any user-defined period of time if the server is sized appropriately.
6.0-4	The ASCT shall store results of all signal timing parameter calculations for a minimum of 365 days.	D	1	Kinetic will store all uploaded/backed-up databases for any user-defined period of time if the server is sized appropriately
6.0-5	The ASCT shall store the following measured data in the form used as input to the adaptive algorithm for a minimum of 365 days: <ul style="list-style-type: none"> • Volume • Occupancy • Queue length • Phase utilization • Arrivals in green • Green band efficiency • Split times (cycle-by-cycle basis) • Transit signal priority requests 	M	1	MAXTIME stores all of this information via the ATSPM reports and hi resolution logs (which is the form in which adaptive uses this data for its algorithms).
6.0-6	The ASCT system shall archive all data automatically after a user-specified period not less than 365 days.	D	1	This is a server-level feature that can be done by configuring the server appropriately to do so.
6.0-7	The ASCT shall provide data storage for a system size minimum of 100 signal controllers with the potential for expansion for up to 200 traffic signal controllers. The data to be stored shall include the following: <ul style="list-style-type: none"> • Controller state data • Reports • Log data • Security data • ASCT parameters • Detector status data 	M	1	Kinetic can store this data if the server is appropriately sized to do so.
6.0-8	The ASCT shall calculate and report relative data quality including: <ul style="list-style-type: none"> • The extent data is affected by detector faults • Other applicable items 	D	1	Kinetic provides detector failure reports that can be used to determine how many detector faults are impacting the system.

6.0-9	The ASCT shall report comparisons of logged data when requested by the user: <ul style="list-style-type: none"> • Day-to-day, • Hour-to-hour • Cycle-to-cycle • Hour of day to hour of day • Hour of week to hour of week • Day of week to day week • Day of year to day of year 	D	1	Kinetic's ATSPM reporting can achieve this goal
6.0-10	The ASCT shall store data logs in a standard database.	D	1	Kinetic stores all data via a SQL database
6.0-11	The ASCT shall report stored data in a form suitable (i.e. printable documentation) to provide explanations of system behavior to troubleshoot the system.	D	1	Hi resolution data and timing databases can be exported to excel for printing.
6.0-12	The ASCT shall store the following data in user-specified increments for split monitoring on a cycle-by-cycle basis: <ul style="list-style-type: none"> • Volume • Occupancy • Queue length • Splits 	D	1	See 6.0-5. The data increments are configured in MAXVIEW's system settings.
6.0-13	The ASCT shall identify changes made to the system with time stamp and associated user information.	D	1	MAXTIME identifies changes with date and time stamps and any user associated information.
7 Advanced Controller Operation				
7.0-1	When specified by the user, the ASCT shall serve a vehicle phase more than once for each time the coordinated phase is served.	D	1	MAXTIME supports configuration of a double-service phase. Additionally, MAXTIME supports conditional service and conditional reservice parameters
7.0-2	The ASCT shall provide a minimum of 8 phase overlaps.	M	1	MAXTIME supports up to 32 overlaps
7.0-3	The ASCT shall accommodate a minimum of 16 phases at each signal.	M	1	MAXTIME supports up to 40 phases at each signal
7.0-4	The ASCT shall accommodate a minimum of 4 rings at each signal.	M	1	MAXTIME supports up to 16 rings
7.0-5	The ASCT shall accommodate a user-defined number of phases per ring.	M	1	MAXTIME supports a combination of phases in each ring
7.0-6	The ASCT shall accommodate a minimum of 32 detector inputs per signalized intersection.	M	1	MAXTIME supports 128 vehicle detector inputs per intersection
7.0-7	The ASCT shall provide a minimum of 8 different user-defined phase sequences for each signal.	D	1	MAXTIME supports up to 20 different sequences
7.0-7.0-1	Each permissible phase sequence shall be user-assignable to any signal timing plan.	D	1	MAXTIME supports the selection of a sequence in any of the 128 patterns which can be called up by time of day.
7.0-7.0-2	Each permissible phase sequence shall be executable by a time of day schedule.	D	1	See 7.0-7.0-1
7.0-7.0-3	Each permissible phase sequence shall be executable based on measured traffic conditions	D	1	See 2.1.1.0-9
7.0-8	The ASCT shall support phase/overlap output by time-of-day.	D	1	MAXTIME supports the change of phase and overlap operation by

				time of day
7.0-9	The ASCT shall support a phase/overlap output based on an external input.	D	1	MAXTIME supports NEMA external inputs operations.
7.0-10	The ASCT shall not prevent the phases to be designated as coordinated phases.	D	1	MAXTIME allows any phase to be a coordinated phase
7.0-11	The ASCT shall have the option for a coordinated phase to be released early based on a user-definable point in the phase or cycle.	D	1	MAXTIME supports configuration of "early coord gap-out" wherein the coordinated phase can terminate X seconds early where X is defined by the user if demand is not present
7.0-12	The ASCT shall not prevent the controller from displaying flashing yellow arrow left turn or right turn.	M	1	MAXTIME adaptive will not interfere with any phase or overlap configurations.
7.0-13	The ASCT shall not prevent the local signal controller from performing actuated phase control using specified extension/passage timers as assigned to user-specified vehicle detector input channels in the local controller.	D	1	MAXTIME adaptive writes pattern parameters to MAXTIME and leaves all other controller parameters intact. MAXTIME is the intersection control software and adaptive has no impact on its operation. As such, all phase timers will be honored.
7.0-13.0-1	The ASCT shall operate adaptively using user-specified detector channels.	D	1	Any of MAXTIME's 128 detector channels can be used in the adaptive system
7.0-14	When adaptive operation is used in conjunction with non-adaptive coordination, the ASCT shall not prevent a controller serving a cycle length different from the cycles used at adjacent intersections.	D	1	MAXTIME adaptive will not interfere with controllers that are not part of the adaptive system. As such, those controllers can run any timers (cycles, splits, etc.) they have
7.0-15	The ASCT shall be capable of accommodating the following custom controller features:	M	1	See below
7.0-15.0-1	Allow dynamic max green time to increase or decrease the max green time dynamically based on max out or gap out termination.	M	1	MAXTIME supports all volume density parameters including dynamic max green.
7.0-15.0-2	Dynamically group and ungroup lanes such as a with split phasing and variable phase sequences (e.g. changing a shared left-through lane with through lane only).	M	1	MAXTIME supports changing sequences by time of day.
7.0-15.0-3	The ASCT shall assign a detector to call and extend a permissive left-turn phase, and then to call and extend the protected left-turn phase after a specified delay.	M	1	MAXTIME supports call, extend, or switch-phase parameters for any detectors including those for left turn phases

7.0-15.0-4	The ASCT shall modify phases called/extended by a specified detector.	M	1	MAXTIME supports modification of the phase that a detector calls/extends
7.0-15.0-5	The ASCT shall assign two phases to a single detector.	M	1	MAXTIME supports assigning multiple phases per detector
7.0-15.0-6	The ASCT shall allow the user to configure phase sequencing when traditionally concurrent vehicle movements conflict due to intersection geometry.	M	1	MAXTIME supports this via sequence configuration for split phase operation and with no-serve phases for lead/lag left turns when the left turns are nonconcurrent
7.0-15.0-7	The ASCT shall operate adaptively while allowing for flexible detector logic (i.e. transit only phase, right turn overlaps).	M	1	MAXTIME adaptive will operate with flexible detector logic
8 Pedestrians				
8.0-1	When a pedestrian phase is called, the ASCT shall execute pedestrian phases up to user-specified time before the vehicle green of the related vehicle phase.	M	1	MAXTIME supports the advanced walk function to serve the pedestrian phase before the associated vehicle green.
8.0-2	When a pedestrian phase is called, the ASCT shall accommodate pedestrian crossing times during adaptive operations.	M	1	MAXTIME will always accommodate pedestrian times during normal operation and adaptive operation whether the pedestrian call is from a detector, failed detector response, or a recall.
8.0-3	The ASCT shall execute user-specified exclusive pedestrian phases during adaptive operation.	D	1	MAXTIME will accommodate pedestrian crossings larger than a split then recover in transition while running adaptive operations.
8.0-4	The ASCT shall execute pedestrian recall on user-defined phases in accordance with a time of day schedule.	D	1	MAXTIME supports ped-recalls by TOD
8.0-5	The ASCT shall begin a non-coordinated phase later than its normal starting point within the cycle when all of the following conditions exist: <ul style="list-style-type: none"> • The user enables this feature • Sufficient time in the cycle remains to serve the minimum green times for the phase and the subsequent non-coordinated phases before the beginning of the coordinated phase • The phase is called after its normal start time • The associated pedestrian phase is not called 	D	1	MAXTIME has coordination modes that can be used to enable this feature, wherein a late-call will be served if sufficient time in the cycle remains to serve the minimum time.
8.0-6	When specified by the user, the ASCT shall execute pedestrian recall on a pedestrian phase.	D	1	MAXTIME supports configuration of pedestrian recalls.
8.0-7	When the pedestrian phases are on recall, the ASCT shall accommodate pedestrian timing during adaptive operation.	D	1	See 8.0-2
8.0-8	During preemption system shall not truncate don't walk time, but can truncate the walk time.	D	1	MAXTIME allows programing this operation during

				preemption
8.0-9	The system operator needs to accommodate the following custom pedestrian features: <ul style="list-style-type: none"> • Walk extension (based on pedestrian volume and actuations) • Pedestrian recycle/re-service • Rest-in-walk • Negative pedestrian overlap • Early start of walk • Late start of walk • FYA served simultaneous with conflicting ped movement, where enabled • FYA served exclusive from conflicting pedestrian protection, where enabled • Pedestrian, minimum, and maximum recalls. • Automatic pedestrian call when vehicular split guaranteed long enough to serve pedestrian movement • Leading pedestrian intervals. 	M	1	MAXTIME ic supports all listed pedestrian features. These features will continue to function as normal during adaptive operation without additional programming.
8.0-10	The following is a list of pedestrian-related controller features that shall be accommodated by the ASCT:	M	1	See below
8.0-10.0-1	Allow variable cycle operation (i.e. double or half) to better serve pedestrians.	M	1	MAXTIME adaptive allows for an intersection to half cycle. This can be set as an “always on” meaning if the split times can fit it will run half cycle or can be triggered by an event if needed.
8.0-10.0-2	Support accessible pedestrian signals (APS).	M	1	MAXTIME ic and adaptive support APS operations
8.0-10.0-3	Support mid-block pedestrian crossing integration.	D	1	MAXTIME ic and adaptive support mid-block ped integration.
9 Special Functions				
9.0-1	The ASCT shall set a specific state for each special function output based on the occupancy on a user-specified detector.	M	1	MAXTIME’s user logic can be used to achieve this goal
9.0-2	The ASCT shall set a specific state for each special function output based on the current cycle length.	D	1	MAXTIME’s user logic can be used to achieve this goal
9.0-3	The ASCT shall set a specific state for each special function output based on a time-of-day schedule (i.e. no U-turns).	M	1	MAXTIME’s action plan configuration allows users to activate special function outputs on a TOD schedule.
10 Existing Systems				
10.0-1	The ASCT shall be compatible with the following controller types: <ul style="list-style-type: none"> • NEMA 	M	1	MAXTIME adaptive will run on both the XN-1 and XN-2 NEMA controllers from Q-Free
10.0-2	The ASCT shall be compatible with the following detector technologies: <ul style="list-style-type: none"> • Inductive Loop • Video/Thermal Detection • Radar/Microwave • Magnetometer 	M	1	MAXTIME adaptive is compatible with any form of detection

10.0-3	The ASCT shall be compatible with the following communication systems <ul style="list-style-type: none"> • Fiber patch panels • Fiber (Ethernet) switches • Fiber (Point-to-Point and Redundant Ring) 	M	1	MAXTIME adaptive meets this requirement.
10.0-4	The ASCT shall be compatible with the following cabinet types and sizes: <ul style="list-style-type: none"> • NEMA – TS2 Type 1 	M	1	See 10.0-1
10.0-5	The ASCT shall be compatible (run in coordination) with the following local traffic signal controller software: <ul style="list-style-type: none"> • Econolite Cobalt Local Software 	D	4	MAXTIME adaptive currently does not work with the Econolite Cobalt local software
10.0-6	The ASCT shall be compatible with the following signal management system: <ul style="list-style-type: none"> • Q-Free Kinetic Signals Software 	D	1	MAXTIME adaptive is compatible with Q-Free Kinetic Signal Software.
11 Railroad and EV Preemption				
11.0-1	The ASCT shall maintain adaptive operation at non-preempted intersections during railroad preemption. This requirement will accommodate future expansion as there are no railroad crossings within the project boundaries.	D	1	MAXTIME adaptive will remain active at all intersections in a network when any preempt is active at any intersection in the network. Adaptive algorithms can still run and write to controllers while preempts are active. The intersection in preempt will go out of coordination to serve the preempt but will still receive adaptive timing changes. The rest of the system will remain in coordination
11.0-2	The ASCT shall maintain adaptive operation at non-preempted intersections during emergency vehicle preemption.	M	1	See 11.0-1
11.0-3	The ASCT shall maintain adaptive operation at non-preempted intersections during Light Rail Transit preemption. This requirement will accommodate future expansion as there are no Light Rail Transit crossings within the project boundaries.	D	1	See 11.0-1
11.0-4	The ASCT shall resume adaptive control of signal controllers when preemptions are released.	D	1	See 11.0-1
11.0-5	The ASCT shall execute user-specified actions at non-preempted signal controllers during preemption. (E.g., inhibit a phase, activate a sign, display a message on a DMS)	D	1	MAXTIME with peer-to-peer supports execution of actions at nonpreempted signal controllers during preempt at another controller
11.0-6	The ASCT shall operate normally at non-preempted signal controllers when special functions are engaged by a preemption event. (Examples of such special functions are a phase omit, a phase maximum recall or a fire route.)	D	1	MAXTIME will continue to operate normally at non-preempted signal controllers when special functions are engaged by a preempt event, given that the special function is not programmed to change operations.
11.0-7	The ASCT shall release user-specified signal controllers to local control when one signal in a group is preempted.	M	1	MAXTIME adaptive can be configured to support

				this operation
11.0-8	The ASCT shall not prevent the local signal controller from operating in normally detected limited-service actuated mode during preemption.	D	1	MAXTIME will continue to operate normally detected limited-service actuated mode during preemption while Adaptive is running.
11.0-9	The ASCT shall allow peer to peer custom functionality to coordinate operations with adjacent signals during preemption.	D	1	MAXTIME allows for peer to peer functionality to coordinate operations with adjacent signals
11.0-10	The ASCT shall return to adaptive control within a user-specified number of cycles after preemption.	M	1	MAXTIME ic includes an exit preempt option of "exit coord" this exit type will drop the intersection right back into coord operation (adaptive pattern) without transitioning the intersection.
12 Transit Priority				
12.0-1	The ASCT shall continue adaptive operations of a group when one of its signal controllers has a transit priority call.	M	1	MAXTIME adaptive will remain active at all intersections in a network when any priority call is active, and during the entirety of a priority service at any intersection in the network.
12.0-2	The ASCT shall advance the start of a user-specified green phase in response to a transit priority call.	M	1	MAXTIME's transit signal priority will truncate user-specified phases greens in response to a TSP call
12.0-2.0-1	The advance of start of green phase shall be user-defined.	D	1	MAXTIME allows users to configure how much each phase will truncate on a per-phase basis and TOD basis.
12.0-2.0-2	Adaptive operations shall continue during the advance of the start of green phase.	D	1	See 12.0-1
12.0-3	The ASCT shall delay the end of a green phase, in response to a priority call.	M	1	MAXTIME's transit signal priority will extend user-specified phases greens in response to a TSP call.
12.0-3.0-1	The delay of end of green phase shall be user-defined.	D	1	MAXTIME allows users to configure how much each phase will extend on a per phase basis and TOD basis.
12.0-3.0-2	Adaptive operations shall continue during the delay of the end of green phase.	D	1	See 12.0-1
12.0-4	The ASCT shall permit at least 2 exclusive transit phases such as at a queue jump.	M	1	MAXTIME supports exclusive transit phases and queue jump for up to 40 phases.

12.0-4.0-1	Adaptive operations shall continue when there is an exclusive transit phase call.	D	1	See 12.0-1
12.0-5	The ASCT shall accept a transit priority calls from a McCain Transit Priority Request Generator (TPRG) providing the same level of TSP control that currently exists. The ASCT shall provide user-defined lockouts for TSP service.	M	1	MAXTIME can accept TSP calls from any standard source this includes check in/out detectors, GTT opticom detectors, NTCIP 1211 object via CAD/AVL system. Any of these can be set by the user to lockout back-to-back calling.
12.0-6	The ASCT shall be capable of receiving CAD/AVL information from King County Metro's CAD/AVL external system. ASCT logic shall use location information to grant or deny TSP requests to maintain a user-defined headway spacing between buses.	D	1	See 12.0-5
13 Failure Events and Fallback				
13.1 Detector Failure				
13.1.0-1	The ASCT shall take user-specified action in the absence of valid detector data from a user-specified number of vehicle detectors within a group.	D	1	MAXTIME supports several user defined actions in the event of a detector failure including; <ul style="list-style-type: none"> • Max1, max2, or max3 recall • Min1, min2 recall • Fail time • Fail link • Issue an alarm MAXTIME adaptive supports several user defined actions in the event of a detector failure, including; <ul style="list-style-type: none"> • Revert to local TOD • Activate a new condition plan • Activate a new corridor plan • Use historical detector data Any of the above adjustments, when configured, occur automatically and in real-time without interruption of any other operations.
13.1.0-1.0-2	The ASCT shall release control to local operations to operate under its own time-of-day schedule.	D	1	See 13.1.0-1
13.1.0-2	The ASCT shall use the following user-specified alternate data sources for operations in the absence of the real-time data from a detector:	M	1	See 13.1.0-1
13.1.0-2.0-1	<ul style="list-style-type: none"> • Data from a user-specified alternate detector 	M	1	See 13.1.0-1. Alternate condition plans accomplish this
13.1.0-2.0-2	<ul style="list-style-type: none"> • Stored historical data from the failed detector 	M	1	See 13.1.0-1
13.1.0-2.0-3	The ASCT shall switch to the alternate source in real time without operator intervention.	D	1	See 13.1.0-1

13.1.0-3	In the event of a detector failure, the ASCT shall issue an alarm to user-specified recipients. This requirement shall be fulfilled by sending the alarm to a designated list of recipients by a designated means (i.e. text or email), or by using an external maintenance management system.	M	1	See 13.1.0-1. MAXVIEW supports email notifications of alarms on a per-user and/or TOD basis.
13.1.0-4	All detector failures shall be indicated on the system's operator interface.	M	1	MAXTIME's alarm status and MAXVIEW's alarm log indicates all detector failures
13.1.0-5	In the event of a failure, the ASCT shall log details of the failure in a permanent log.	M	1	MAXVIEW has a historical alarm log where detector failures will be stored permanently if configured to do so
13.1.0-6	The permanent failure log shall be searchable, achievable and exportable.	M	1	All failure logs are stored in your existing Kinetic signals system and are searchable, archivable and exportable.
13.2 Communications Failure				
13.2-1	The ASCT shall execute user-specified actions when communications to one or more signal controllers fails within a group.	D	1	MAXTIME adaptive supports two types of communication failures and can respond to each differently; critical communication failures and non-critical communication failures. Intersections are user configurable as critical or noncritical. When communications to a critical intersection fails, the adaptive software will terminate and revert to local TOD control. When communications to non-critical intersections fail, adaptive will dynamically regroup the network accordingly and continue to run. This will continue until a user-defined number of non-critical intersections has failed, at which point adaptive will terminate and revert to local TOD control.
13.2-1.0-1	In the event of loss of communication to a user-specified signal controller, the ASCT shall be capable of releasing control of all signal controllers within a user-specified group to local control.	M	1	See 13.2-1
13.2-1.0-2	The ASCT shall switch to user-specified operation in real time without operator intervention.	D	1	See 13.1.0-1; Users can specify to fail to TOD schedule or to a specific TOD plan.

13.2-2	In the event of communications failure, the ASCT shall issue an alarm to user-specified recipients. (This requirement may be fulfilled by sending the alarm to a designated list of recipients by a designated means, or by using an external maintenance management system.	M	1	Kinetic Signals issues alarm notifications to users when controllers lose communications.
13.2-3	The ASCT shall issue an alarm at the point of failure detection.	M	1	See 13.1.0-3.
13.2-4	In the event of a communications failure, the ASCT shall log details of the failure in a permanent log.	M	1	Kinetic Signals has a historical alarm log where communication failures will be stored permanently if configured to do so.
13.2-5	The permanent failure log shall be searchable, achievable and exportable.	M	1	Historical alarm logs are searchable, achievable, and exportable.
13.3 Adaptive Processor Failure				
13.3-1	The ASCT shall execute user-specified actions when adaptive control fails:	M	1	MAXTIME adaptive supports several actions when adaptive control fails: • Automated restart • Revert to local TOD control • Trigger an alarm in MAXTIME
13.3-1.0-2	The ASCT shall release control to local operations to operate under its own time-of-day schedule.	M	1	See 13.3-1
13.3-2	In the event of adaptive processor failure, the ASCT shall issue an alarm to user-specified recipients. (This requirement may be fulfilled by sending the alarm to a designated list of recipients by a designated means, or by using an external maintenance management system.	M	1	See 13.3-1
13.3-3	The permanent failure log shall be searchable, achievable and exportable.	D	1	Historical alarm logs are searchable, achievable, and exportable
13.3-4	During adaptive processor failure, the ASCT shall provide all local detector inputs to the local controller.	D	1	MAXTIME adaptive never takes control of local detector inputs. Therefore, if the adaptive processor fails local detector inputs continue to work as normal.
14 Software				
14.0-1	The System Integrator's adaptive software shall be fully operational within the following platform: • Windows Server OS 2022 • Windows-PC • Linux	M	1	MAXTIME and MAXTIME adaptive are installed locally on the controller's Linux OS, and the interface for command and control is operational with a Windows platform.
	• Mac-OS • Unix			
15 Training				
15.0-1	The System Integrator shall provide the following training.	D	1	See Below
15.0-1.0-1	The System Integrator shall provide training on the operations of the adaptive system.	D	1	Trainings will include all aspects of the adaptive system including; • Config and operation •

				Troubleshooting • Maintenance • Administration • Calibration
15.0-1.0-2	The System Integrator shall provide training on troubleshooting the system.	D	1	See 15.0-1.0-1
15.0-1.0-3	The System Integrator shall provide training on preventive maintenance and repair of equipment.	D	1	See 15.0-1.0-1
15.0-1.0-4	The System Integrator shall provide training on system configuration.	D	1	See 15.0-1.0-1
15.0-1.0-5	The System Integrator shall provide training on administration of the system.	D	1	See 15.0-1.0-1
15.0-1.0-6	The System Integrator shall provide training on system calibration.	D	1	See 15.0-1.0-1
15.0-1.0-7	The System Integrator's training delivery shall include: printed course materials and references, electronic copies of presentations and references.	D	1	All course materials and references will be included in printed form and digital.
15.0-1.0-8	The System Integrator's training shall be delivered at the Redmond TMC which will be connected to the adaptive system for operations and maintenance training.	D	1	Q-Free agrees to this requirement.
15.0-1.0-9	The System Integrator shall provide a sufficient amount of training to fully prepare maintenance and operations staff to operate, configure, maintain and calibrate the ASCT. The System Integrator shall provide a training program for agency review one month prior to scheduled training.	M	1	Q-Free will provide support for loaded cabinet testing and field training. The training will be primarily focused on topics relevant to technicians. This will be a 1-day on-site training. Q-Free will conduct a comprehensive training on MAXTIME ic and MAXTIME adaptive. The purpose of the training is to provide engineers and technicians an understanding of the fully capabilities of MAXTIME ic and MAXTIME adaptive. This will be a 1.5 day on-site training.
16 Maintenance, Support and Warranty				
16.0-1	The initial implementation plan shall include two years of maintenance. The ASCT System Integrator shall provide maintenance according to a separate maintenance contract. That contract should identify repairs necessary to preserve requirements fulfillment, responsiveness in effecting those repairs, and all requirements on the maintenance provider while performing the repairs.	M	1	Q-Free will provide a 2-year maintenance agreement that will include technical support, hardware repairs, and software upgrades needed for bugs as-needed. Q-Free provides an 833 number that is staffed from 5am-5pm PST as well as an online ticketing system to ensure responsiveness in addressing all maintenance needs.

16.0-2	The ASCT System Integrator shall provide routine updates to the software and software environment necessary to preserve the fulfillment of requirements. Preservation of requirements fulfillment especially includes all IT management requirements as previously identified.	D	1	Software updates are made available to all customers with an active maintenance agreement (See 16.0-1) is in place. The City will receive access to these via an account on the Q-Free website where they can be downloaded and installed directly on the controller remotely without signal interruption.
16.0-3	The ASCT System Integrator shall warrant the system to be free of defects in materials and workmanship. Warranty is defined as correcting defects in materials and workmanship (subject to other language included in the purchase documents). Defect is defined as any circumstance in which the material does not perform according to its specification.	D	1	Q-Free warrants the system to be free of defects in materials and workmanship. The standard warranty documentation is included with this proposal.
16.0-4	The ASCT System Integrator shall provide support with the following response times: <ul style="list-style-type: none"> • Support provided by telephone – 24 hours • Support provided via remote login to the system – 24 hours • Support requiring System Integrator staff onsite – 3 business days. 	M	1	Q-Free agrees to this requirement.
16.0-5	The ASCT System Integrator shall have replacement equipment readily available in case of equipment failure per warranty.	D	1	Q-Free builds controllers to stock and can ship replacements quickly.
17 Performance Measurement, Monitoring and Reporting				
17.0-1	The ASCT system shall report high fidelity and high-resolution data (1/10th second) from within the ASCT local, central, and adaptive software to support system performance monitoring. All data shall be searchable through system filters.	M	1	MAXTIME ic reports all 1/10 th of a sec data to the central system, Kinetic Signals.
17.0-2	The ASCT shall report measures of current traffic conditions on which it bases signal state alterations.	D	1	See 6.0-1 and 6.0-2
17.0-3	The ASCT shall report all intermediate calculated values that are affected by calibration parameters.	M	1	This is part of the high-resolution data.
17.0-4	The ASCT shall maintain a real-time log of all signal state alterations directed by the ASCT.	M	1	This is part of the high-resolution data.
17.0-4.0-1	The ASCT log shall include all events directed by the external inputs.	D	1	This is part of the high-resolution data.
17.0-4.0-2	The ASCT log shall include all external output state changes.	D	1	This is part of the high-resolution data.
17.0-4.0-3	The ASCT log shall include all actual parameter values that are subject to user-specified values.	D	1	MAXTIME adaptive logs all parameters as part of an adaptive file. MAXTIME logs all parameters as part of an intersection file
17.0-4.0-4	The ASCT shall maintain the records in this ASCT log for a user-specified period.	D	1	Kinetic Signals can conduct nightly backups of MAXTIME files and store them for a specified period

17.0-4.0-5	The ASCT shall archive the ASCT log in a searchable and exportable manner.	M	1	Kinetic Signals allows searching through historical databases by date. Databases can be exported in their original file format or printed to a template and exported as a PDF
17.0-5	The ASCT shall maintain a log of all TSP interactions with the ASCT including TSP requests received and ASCT response.	M	1	MAXTIME ic sends all TSP logs as high resolution data to Kinetic Signals.
17.0-6	The ASCT shall include a GUI which provides easy and quick access to real time and historical graphical representations and spreadsheets of the performance measures.	D	1	MAXTIME adaptive includes an easy to understand GUI that is accessible via a standard web browser. The user can access historical data from the system in the GUI.
17.0-7	The ASCT shall be capable of reporting performance data in real time to an Application Programming Interface (API).	D	2	MAXTIME adaptive currently does not have an API however Kinetic Signals does include an API and all the data that the adaptive system uses is stored in Kinetic and can be accessed via its API for reporting.

AM SIGNAL HARDWARE SALES AGREEMENT

This Hardware Sales Agreement (the "Agreement") is made and effective as of the date of the last signature below by and

BETWEEN: AM Signal ("Vendor"), with its head office located at:
8100 Southpark Way, Unit A10
Littleton CO 80134

AND: **City of Redmond, Washington** (the "Customer"), with its primary office located at:
15670 NE 85th Street
Redmond, WA 98073.

hereinafter be referred to cumulatively as the "Parties" and singularly as the "Party".

RECITALS

This Agreement sets forth the terms and conditions under which Vendor will provide Customer with certain hardware that was proposed in RFP-10807-24 for Multimodal Detection and Analytics System.

WHEREAS, Vendor is a third-party reseller and provider of support for certain traffic management Hardware and related documentation;

WHEREAS Customer wishes to acquire to Vendor's Hardware and associated deployment services under the terms and conditions set forth in this Agreement;

WHEREAS Customer and Vendor intend to enter into a separate Hardware Operation & Maintenance and Support Services Agreement as outlined in Exhibit X attached; and

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. COMPENSATION AND FEES

Customer agrees to pay the undisputed fees and other charges in accordance with the schedule set forth in Exhibit Y.1 and Exhibit Y.2 of this Agreement. First year fees shall be paid within 30 days of the effective date of this Agreement, and annually within 30 days of the annual subscription renewal date.

2. DESCRIPTION OF SERVICES

Vendor will perform deployment services stated in Exhibit Z to this Agreement.

Vendor will facilitate the use of the Miovision web portal.

Vendor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Hardware if the Customer has made changes to the system hardware configuration which changes affect the performance of the Hardware and were made without prior notification and written approval by Vendor.

3. CUSTOMER'S RIGHTS AND OBLIGATIONS

Customer agrees that it shall:

- Comply with all applicable laws and regulations with respect to its activities under this Agreement.
- Comply with the Miovision web portal Terms of Use policy, located at <https://miovision.com/legal/terms-of-use>, hereby incorporated into this Agreement by reference.

4. REPRESENTATIONS

Vendor hereby represents to Customer that:

- A. Vendor is reseller of certain hardware and has the authority to enter into this Agreement.
- B. Vendor will not enter into any agreement with any third party which would affect Customer's rights under this Agreement, or bind Customer to any third party, without Customer's prior written consent.

To the extent permitted by applicable statutory law, Vendor makes no other representation, either expressed or implied, with respect to the Hardware.

5. WARRANTY

- A. Vendor warrants that it will perform the Support Services and/or Deployment Services in a professional, workmanlike manner, consistent with generally accepted industry practice. In the event of a breach of the foregoing warranty, Vendor's sole obligation, and Customer's exclusive remedy, shall be for Vendor to re-perform the applicable Support Services and/or Deployment Services.

- B. Limited Product Performance Warranty. Vendor warrants that during the applicable Term, the Hardware, in the form provided by Vendor, will perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty, Vendor's sole obligation, and Customer's exclusive remedy shall be for Vendor to (i) act on Customer's behalf in correcting any failures or replacing any defective Hardware per the Miovision Hardware Support Policy as incorporated in Exhibit X or (ii) if Vendor is unable to provide such a correction within thirty (30) days of receipt of notice of the applicable non-conformity, Customer may elect to terminate this Agreement, and Vendor will promptly refund to Customer any pre-paid, unused fees paid by Customer to Vendor. The warranty set forth in this Section does not apply to the Hardware: (a) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or the Documentation; or (b) is used in a way not meeting specifications identified by Vendor in the Documentation. Additionally, the warranties set forth herein only apply when notice of a warranty claim is provided to Vendor during the term of this Agreement.
- C. Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTIONS 5(A) and 5(B) ABOVE, THE HARDWARE, DEPLOYMENT SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND VENDOR MAKES NO ADDITIONAL WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE HARDWARE, DEPLOYMENT SERVICES AND/OR SUPPORT SERVICES OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VENDOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT ARE NOT DESIGNED OR INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT, WEAPONS SYSTEMS, OR LIFE SUPPORT SYSTEMS.

6. TERM AND TERMINATION

This Agreement shall continue in effect from the date this Agreement is executed by both parties for a one-year period, and thereafter shall renew automatically for successive one-year periods unless either party gives the other party written notice of its intent not to renew the Agreement at least 60 days prior to a renewal.

Either party shall have the right to immediately terminate this Agreement if the other party fails to perform any obligation required under this Agreement

In the event of such termination, Vendor will be paid for the value of the hardware delivered to the date of termination and upon such payment, all obligations of the Customer to Vendor under this agreement will cease.

7. CONFIDENTIALITY

Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes, or procedures or any other confidential, financial, or business information of the other party which it learns during its performance of this Agreement,

without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement.

Vendor recognizes the Customer is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this Agreement is intended to prevent the Customer's compliance with the Public Records Act, and Customer shall not be liable to Vendor due to Customer's compliance with any law or court order requiring the release of public records.

8. ASSIGNMENT

Customer may not assign this Agreement or any of the rights granted by Vendor hereunder, in whole or in part, without the prior written consent of Vendor, and any attempt to do so shall be void. Vendor shall not assign this Agreement without Customer's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall have all the rights and obligations of the assigning party set forth in this Agreement. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

9. INDEMNITY

Vendor agrees to indemnify Customer and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that Customer's use or possession of the Hardware or Documentation infringes or violates the copyright, trade secret or other proprietary right of any third party. Vendor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided Customer gives Vendor prompt notice of any such claim of which it learns. No settlement which prevents Customer from continuing to use the Hardware as provided herein shall be made without Customer's prior written consent. In all events, Customer shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing provided that such participation shall be entirely at Customer's expense.

Vendor shall have no liability for any claim based on (a) a modification of the Hardware not authorized by Vendor, or (b) use of the Hardware other than in accordance with the Documentation and this Agreement.

10. ATTORNEY FEES

If any legal action is necessary to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.

11. LIMITED LIABILITY

- A. This Agreement does not include repair services due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other case originating by reason of other than normal operation of the Hardware, or the Customers negligence or misuse of the Hardware.

12. NOTICE

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by notice to the other party, or by electronic mail to:

Vendor Email: Bids@amsignal.com_____.

Customer Email: PWAdminStaff@redmond.gov_____.

13. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Washington. Vendor consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of Washington, and Vendor consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

14. SEVERABILITY

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

15. NO WAIVER

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

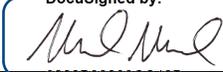
16. COMPLETE AGREEMENT

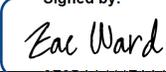
This Agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified except in a writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

CUSTOMER

VENDOR

DocuSigned by:

6222B98288C42B
Authorized Signature

Signed by:

8E3DA444EA42C
Authorized Signature

Michael Marchand Chief Information Officer

Zac Ward, Vice President of Sales

Printed Name and Title

Printed Name and Title

9/3/2024

9/3/2024

Date

Date

EXHIBIT X

HARDWARE AND SOFTWARE SUPPORT SERVICES PROVIDED

The following Miovision support related Policies are incorporated by reference into this Agreement

- Miovision's Hardware and Software Support Policy located at <https://miovision.com/legal/policies/hardware-warranty/>



EXHIBIT Y.1 – COMPENSATION AND FEES

City of Redmond, WA

Re: Multimodal Detection and Analytics System

System includes system testing, software installation, integration, deployment, training, technical support and remote over the air software updates.

*Price for (1) additional System beyond the 10 identified is \$19,025.00

QTY	DESCRIPTION	PRICE	TOTAL
10	Miovision SmartView 360 Camera V1.1 Heated Bell Includes a Pelco SM SWMPAGY-3862 Mount and 250’ Of Catv-5e 350 MHz Poly Jacket Data Cable, Gel Core	\$2,447.00	\$24,470.00
10	Miovision Core DCM (NA) – Discrete Miovision Core wireless connectivity, telemetry and sensor platform with Detection and Counts Hardware Module (DCM).	\$11,995.00	\$119,950.00
10	Miovision Detection - Video Detection License to enable detection and actuation capability and configuration	\$4,295.00	\$42,950.00
		SUB TOTAL	187,370.00
		TOTAL TAX	14,875.26
		Split tax cost	<u>(7,437.63)</u>
		TOTAL	<u>194,807.63</u>

PAYMENT SCHEDULE	Miovision System for (10) intersections	Confirmed delivery of equipment in acceptable condition	Equipment install complete	System integration complete	Software license activated and system function is acceptable	Training complete
AMS Pymt Schedule	Total	65%	15%	10%	5%	5%
Mio 360 Camera, Mount & Cable	24,470.00	15,905.50	3,670.50	2,447.00	1,223.50	1,223.50
Mio Core DCM	119,950.00	77,967.50	17,992.50	11,995.00	5,997.50	5,997.50
Mio Detection	42,950.00	27,917.50	6,442.50	4,295.00	2,147.50	2,147.50
Adjustment Amount to split tax expense	7,437.63	4,834.46	1,115.64	743.76	371.88	371.88
TOTAL	194,807.63	126,624.96	29,221.14	19,480.76	9,740.38	9,740.38

The City of Redmond agrees to install equipment at 10 locations within 6 weeks of confirmed acceptable delivery. The City guarantees that the remaining balance will be paid within 49 days following confirmation of acceptable delivery. Configuration and software deployment will be ready to be completed immediately after cameras are mounted and powered.



EXHIBIT Y.2 – COMPENSATION AND FEES FOR OPTIONAL AND ADDITIONAL MIOVISION SYSTEMS

City of Redmond, WA

Re: Multimodal Detection and Analytics System – Optional and Additional Systems

System includes system testing, software installation, integration, deployment, training, technical support and remote over the air software updates.

QTY	DESCRIPTION	PRICE	TOTAL
9	Miovision SmartView 360 Camera V1.1 Heated Bell Includes a Pelco SM SWMPAGY-3862 Mount and 250' Of Catv-5e 350 MHz Poly Jacket Data Cable, Gel Core	\$2,447.00	\$22,023.00
9	Miovision Core DCM (NA) – Discrete Miovision Core wireless connectivity, telemetry and sensor platform with Detection and Counts Hardware Module (DCM).	\$11,995.00	\$107,955.00
9	Miovision Detection - Video Detection License to enable detection and actuation capability and configuration	\$4,295.00	\$38,655.00
7	Miovision Detection Plus Upgrade Miovision Detection Plus Video detection license to enable detection and actuation capability and configuration. The Detection Plus License includes access to rolling 365-day Turning Movement Counts available for CSV export, and the following detection metrics: Arrivals on Red, Arrivals on Green, Occupancy Ratio and Phase Interval.	\$3,900.00	\$27,300.00
		SUB TOTAL	195,933.00
		TOTAL TAX	13,387.73
		Split Tax Cost	(6,693.865)
		TOTAL	<u>202,626.87</u>

PAYMENT SCHEDULE	Add'l & Optional Miovision Systems	Confirmed delivery of equipment in acceptable condition	Equipment install complete	System integration complete	Software license activated and system function is acceptable	Training complete
AMS Pymt Schedule	Total	65%	15%	10%	5%	5%
Mio 360 Camera, Mount & Cable	22,023.00	14,314.95	3,303.45	2,202.30	1,101.15	1,101.15
Mio Core DCM	107,955.00	70,170.75	16,193.25	10,795.50	5,397.75	5,397.75
Mio Detection	38,655.00	25,125.75	5,798.25	3,865.50	1,932.75	1,932.75
Mio Detection Plus Upgrade	27,300.00	17,745.00	4,095.00	2,730.00	1,365.00	1,365.00
Adjustment Amount to split tax expense	6,693.865	4,351.01	1,004.08	669.39	334.69	334.69
TOTAL	202,626.87	131,707.46	30,394.03	20,262.69	10,131.34	10,131.34

The City of Redmond agrees to install equipment at 9 locations within 6 weeks of confirmed acceptable delivery. The City guarantees that the remaining balance will be paid within 49 days following confirmation of acceptable delivery. Configuration and software deployment will be ready to be completed immediately after cameras are mounted and powered.



EXHIBIT Z – SCOPE OF WORK AND SCHEDULE

TASK 1 – EQUIPMENT INSTALLATION EVALUATION

Considering each intersection's unique criteria, including pole heights and lane widths, among other factors, AM Signal is committed to custom designing a Miovision Detection System for each specific intersection on this project. Our approach includes evaluating each specific location, with detailed drawings indicating optimal camera placements, necessary mounting hardware, and the potential need for multiple cameras. Leveraging a 360-degree camera, we ensure complete detection of every approach of an intersection. In rare cases when a large intersection may require more coverage, our technical team will assess the needs and benefits of deploying two cameras. Cameras are strategically mounted on vertical poles, typically positioned about 25-30ft high, projecting into the middle of the intersection to capture all vehicle, bicycle, and pedestrian movements. Our goal is to provide tailored solutions that optimize traffic management and safety at every intersection.

TASK 2 – TRAFFIC SIGNAL CABINET REVIEW

Following our thorough review of the specifications, we confirm that our proposed system complies with the stated requirements regarding the operation with the existing NEMA TS2 Type 1 traffic signal cabinets. We understand the importance of compatibility and will ensure that our proposed Multimodal Detection and Analytics system aligns with the existing traffic signal controllers as well as any ASCT System Integrator proposed traffic signal controllers.

TASK 3 – SYSTEM INSTALLATION, INTEGRATION, AND DEPLOYMENT

First, AM Signal's Project Manager, Ben Thurkill, alongside our technical team, will have an initial meeting with the City for a project kick-off and to go over site surveys for all locations. At this time, we will also discuss any variances from the assumptions made in this proposal. We can also meet with the City's staff to address any initial questions, clarifications, or concerns.

Once all the necessary equipment and software have been procured, the third-party installation will begin (installation not provided by AM Signal). The AM Signal and Miovision team will be on-site for the initial 2-3 site installations and training, and available remotely for the remainder. A typical installation to include the 360-degree camera takes less than three hours to complete after wire has been pulled. We have a checklist of phasing, outputs, IP addresses, etc. that is preprogrammed per intersection before each installation, so things go quickly and smoothly out in the field.

Quality Control

AM Signal brings all hardware and software in house to burn-in the equipment and program the individual intersection to ensure quality control prior to field installation.

The final system will be tested, evaluated, and operated for an acceptance period following the quality control and acceptance plan developed by AM Signal and the City.

TASK 4 – SYSTEM TESTING AND ACCEPTANCE

The final system will be tested, evaluated, and operated for an acceptance period following the quality control and acceptance plan. AM Signal will work with the City to create a testing / acceptance procedure for the new system that is agreed upon by both parties. The test plan will reflect all standards set forth by the City and will be properly documented in an approved format. Furthermore, any issues that arise during testing will also be documented in a pre-approved format and submitted to the City for approval prior to taking action to correct the issue and afterward, the solution will be documented and filed.

TASK 5 - TRAINING

As shown in the “proposed schedule”, we will conduct training upon receipt of equipment. We can discuss the training plan to the City early in the project to put together a training schedule that will work best for the City of Redmond. We would like to conduct basic training prior to installation of the system. In our experience, on-the-job training is more effective when the information has been presented beforehand. Training shall cover functionality, theory of operation, installation, operation, testing, maintenance, troubleshooting, repair, and performance and operating parameters. AM Signal offers unlimited training to as many City employees as needed and as often as needed. AM Signal will provide all training materials necessary, including manuals in print and electronic copies.

TASK 6 – TECHNICAL SUPPORT AND WARRANTY

AM Signal’s mission is to provide superior service and quality products in a timely manner. We can respond quickly and effectively should un-anticipated support or maintenance issues arise. We work as a team to respond to customer calls and inquiries and as an extension to the agency’s staff to provide realistic delivery dates and timely responses to critical issues. Our team is committed to quick response and will respond to service requests within one business day if not the same day. To promptly service the City of Redmond, we can use phone or internet meeting technology to remotely support questions or problems that arise. If a problem cannot be accurately diagnosed or fixed over the phone, one of our highly trained staff will provide onsite support to the City.

Support Team

To better support the Agency, we have an expert team of field support staff and technicians. In AM Signal’s experience on-site support is rarely needed; phone calls or digital correspondence can resolve most issues that might occur. We understand that although not directly related, issues may arise where our equipment interfaces with other manufacturers’ products and that our staff’s time may be required to help troubleshoot or support those issues.

If an issue is found, City staff can call AM Signal’s dedicated project manager. In the event AM Signal cannot resolve an issue in-house, we have top-of-the-line support directly through Miovision to find resolution as quickly and effectively as possible.

Expected response times:

- **Reply:** 24 Business Hours but usually same day

Expected Critical response times:

- **Reply:** 2-4 Business Hours

Hours of response:

- **Reply:** Monday through Friday from 7:00am to 4:00pm PT

PROJECT SCHEDULE

Upon Notice to Proceed, Miovision can deliver material within 30 days in order to installation of the detection systems. Once cameras have been installed and wire pulled (by third party installers), AM Signal can commission 2-3 intersections per day.

AM Signal is prepared to have an updated project schedule created within one week of the notice to proceed. AM Signal will draw upon its past project experiences to create a realistic and obtainable schedule that the City and AM Signal can mutually agree upon. A proposed schedule has been provided below.

Task	Duration	12 Weeks (Mon-Fri)											
		1 Week	2 Week	3 Week	4 Week	5 Week	6 Week	7 Week	8 Week	9 Week	10 Week	11 Week	12 Week
<u>Notice to Proceed</u>	0 Days	○											
1.0 Kick Off Meeting	0 Days	△											
2.0 Project Start	0 Days					○							
3.0 Project Management Meetings	6 Weeks or as needed			■						■			
4.0 Procurement / Quality Control	4 Weeks	■											
5.0 Third Party Installation	6 Weeks					■							
6.0 Integration	1 Week									■			
7.0 Training Hardware/Software	12 Hours or as needed											■	
8.0 Commissioning	1 Week										■		
8.0 Project completion	8 Weeks												○

FIRST AMENDMENT TO AM SIGNAL HARDWARE AGREEMENT

THIS FIRST AMENDMENT (“Amendment”) amends the Agreement for hardware and (“Agreement”) entered into between the City of Redmond (“City”), and AM Signal, (“AM Signal”). The City and AM Signal are individually a party and collectively the parties.

RECITALS

A. The parties entered into the Agreement effective September 3, 2024. The Agreement the provision of certain hardware by AM Signal to the City.

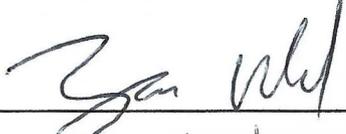
B. The Agreement did not include an exhibit specifying the system requirements for the hardware to be installed. The parties desire to amend the Agreement in attach such an exhibit.

C. The parties agree to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. New Exhibit Added. A new exhibit Y is added to the Agreement regarding system requirements.
2. Other Provisions Not Affected. Except as expressly amended herein, all provisions of the Agreement remain unchanged and in full force and effect.
3. Counterparts. This Amendment may be executed in counterparts each of which is an original and all of which shall constitute a single agreement.

EXECUTED by the parties on the dates set forth below.

CITY OF REDMOND <hr/> Angela Birney, Mayor Date: _____	AM SIGNAL  <hr/> Date: <u>9/13/24</u>
--	---

Adaptive Signals (Downtown Vicinity)
Multimodal Detection and Analytics System
SYSTEM REQUIREMENTS

Table of Contents

1 Application	1
2 Design	1
3 Durability	1
4 Technical Support and Warranty	1
5 Application and Reporting	1
6 Operations and Support	2
7 Data Storage and Security	2

All System Requirements listed in this document shall be completed with a status number selection of:

- 1 – Meets Requirement,
- 2 – Partially Meets Requirement,
- 3 – Requirement in Development, or
- 4 – Requirement Not Available

System Req Reference #	System Requirement Statement	Mandatory (M) Desirable (D)	Status # (1, 2, 3, 4)	Requirement Status Explanation
1 Application				
1.0-1	The solution can be applied at a minimum of 10 intersections, as proposed by the City and recommended by the System Integrator.	M	1	
1.0-2	The solution shall have multimodal detection and analytics on all approaches of the specified intersections.	M	1	
2 Deployment				
2.0-3	The detection equipment can be mounted to signal pole mast arms or posts.	M	1	
2.0-4	The solution shall be compatible with existing signal controller cabinets.	M	1	
2.0-5	The solution shall provide one or more ways of connectivity to the Internet, including direct line or wireless cellular connection. All City intersections have existing fiber optic, Ethernet communications.	M	1	
2.0-6	The solution shall be capable of being powered by existing service cabinets at the intersections.	M	1	
2.0-7	The solution shall be capable of monitoring in a variety of lighting conditions, including daylight and streetlight.	M	1	
2.0-8	The solution shall be capable of monitoring in a variety of weather conditions, including rain and snow conditions.	M	1	
2.0-9	The processor units required for the solution shall be capable of being installed in the existing signal controller cabinets.	M	1	
2.0-10	The processor units shall be capable of connecting to the existing signal controller (Ethernet, SDLC).	M	1	
3 Durability				
3.0-1	The hardware of the solution shall be designed for use in an outdoor environment.	M	1	
3.0-2	The hardware of the solution shall be designed to resist normal "wear and tear" damage from day-to-day use.	M	1	
3.0-3	The hardware of the solution shall be designed to withstand temperatures ranging from 0°F – 140°F.	M	1	
3.0-4	The dashboard of the solution shall be able to be access via mobile and desktop.	M	1	
3.0-5	The dashboard of the solution shall be connected to the internet.	M	1	
4 Technical Support and Warranty				
4.0-1	All components of the hardware of the system shall be serviceable or replaceable if service is needed.	M	1	
5 Application and Reporting				
5.0-1	Collected data shall be exportable to 3 rd party website or apps that are used or will be used by the City.	M	1	
5.0-1	Multimodal Presence Detection – The solution can detect the presence of road users including pedestrians, bicyclists, cars, small-freight, large-freight, and transit and provide detection information to the signal controller as a supplement to the existing detection system.	M	1	
5.0-2	Signal Controller Integration – The solution shall be capable of sending NTCIP messages and traditional inputs to implement signal timing adjustments including, but not limited to:	D	1	
5.0-2.1	Pedestrian Clearance – hold all red when pedestrian has not cleared crosswalk.	D	1	

5.0-2.2	Pedestrian Extension – extend pedestrian crossing time based on pedestrian speeds and volumes.	D	1	
---------	--	---	---	--

5.0-2.3	Red Light Running – hold all red when red light running occurrence is anticipated based on phase state and vehicle trajectory.	D	4	Miovision tracks RLRs for statistical data but doesn't trigger. This is up to the controller to trigger.
5.0-2.4	Dynamic Flashing Yellow Arrow – transition to protected left turn operation only when pedestrian detected.	D	1	Miovision can detect pedestrians, but it is up to the controller to trigger DFYA.
5.0-2.5	Leading Pedestrian Interval – implement leading pedestrian interval when pedestrian detected.	D	1	Miovision can detect pedestrians, but it is up to the controller to enable/disable Leading Pedestrian Interval.
5.0-2.6	No Right Turn on Red – support No Right Turn on Red blank-out sign activation based on active, conflicting pedestrian crossing movements.	D	1	Miovision can detect pedestrians, but it is up to the controller to activate blank out signs.
5.0-3	Multimodal Counts and Classifications - The solution is capable of monitoring and classifying road users including pedestrians, bicyclists, cars, small-freight, large-freight, and transit.	D	1	
5.0-4	Traffic Signal Performance Measurement - The solution is capable of tracking and presenting signal operations performance.	D	1	
5.0-5	Safety Analytics - The solution is capable of monitoring and classifying surrogate safety measures such as near-misses, speeding, and pedestrians crossing outside of the crosswalk.	D	1	
5.0-6	Safety Analytics - The solution is capable of monitoring and classifying vehicle speeds by lane.	D	3	Miovision currently reports the speeds of vehicles involved in a conflict event. Speed reports by lane is an extension of this feature that is in development.
5.0-7	Safety Analytics - The solution can send alerts to the Police Department based on customized rules such as collision detection or detection of extreme speeding instances such as exceeding 70 mph.	D	3	Miovision already has alert functionality and will implement Safety Analytics. Feature is under development.
5.0-8	Safety Analytics - The solution shall allow the City to capture moments leading up to selected events.	D	1	
5.0-9	Safety Analytics - The solution shall allow the City to capture moments leading up to selected events for a selected number of days.	D	1	Miovision detection can collect and store video detection recordings for up to 4 weeks.

6 Operations and Support

6.0-1	The System Integrator shall be responsible of the integration of all equipment and software required for the solution, including any 3 rd party equipment that is required.	M	1	
6.0-2	The System Integrator shall respond to equipment, software, and application downtime and failures within a mutually agreed upon time frame.	M	1	
6.0-3	The System Integrator shall be responsible for the technical support, warranty, updates, and operations of the analytics software or application.	M	1	
6.0-4	The System Integrator shall be responsible for the technical support of the solution, including 3 rd party equipment, software, etc. required for the solution.	M	1	
6.0-5	The System Integrator shall provide on-site product support to set up the application dashboard for City staff.	M	1	
6.0-6	The System Integrator shall provide in-person training of hardware and application dashboard to City staff users.	M	1	
6.0-7	The System Integrator shall notify users if any equipment becomes non-functional.	M	1	

6.0-8	The System Integrator shall work with the City to source and purchase additional detection equipment to meet detection needs solution.	M	1	
6.0-9	The System Integrator shall provide technical support and warranty of the application dashboard.	M	1	

7 Data Storage and Security

7.0-1	The System Integrator shall be responsible for the upkeep, technical support, and warranty of any data within the required data storage period.	M	1	
7.0-2	Data handling and storage should be in accordance with industry best practices.	M	1	

7.0-3	Collected data shall be exportable to City databases for long term storage/archiving, should the City decide to do so.	M	1	
7.0-4	Data collected from the system can be exported or integrated to 3 rd party website(s) or tool(s) that are used or will be used by the City.	M	1	
7.0-5	Solution shall employ best practice security measures, from sensor to cloud (if used) to desktop application/browser.	M	1	



CIP Project Information Sheet

Project Name: Adaptive Traffic Signal Control - Downtown

Project Status: Existing

Functional Area(s): Transportation

Relevant Plan(s): Transportation Master Plan

Neighborhood: Downtown

Time Frame: 2024-2026

Budget Priority: Vibrant and Connected

Citywide Rank:

Functional Area Priority Medium

Location: Multiple intersections along Redmond Way

Description:

Install adaptive traffic signal control system, capable of adjusting signal timings and operations in real-time.

Anticipated Outcomes: *Primary:* Upgrade/Enhancement *Secondary:*

Reduce or maintain travel times on key corridors by responding to real-time traffic demands instead of relying on historic traffic volume. Make traffic data available for performance measures and improved traffic management.

Request: *Primary Reason(s):*

Project approved in the 2023-2028 CIP budget process.

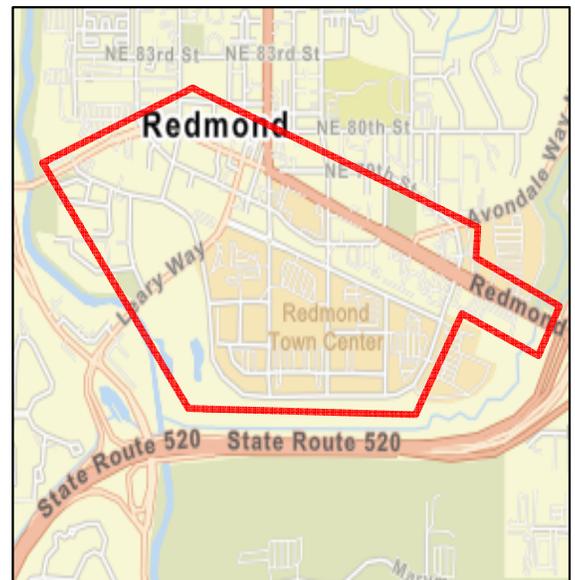
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$79,779		\$547,099	\$300,615	\$72,508				\$1,000,000
Approved Changes									
Current Approved Budget	\$79,779		\$547,099	\$300,615	\$72,508				\$1,000,000
Proposed New Budget	\$79,779		\$547,099	\$300,615	\$72,508				\$1,000,000
Proposed changes due to	___ Scope Change	___ Schedule Change	___ Budget Change						

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)	\$79,779								\$79,779
Right of Way									
Design (31-100%)			\$67,251						\$67,251
Construction			\$436,225	\$273,286	\$65,916				\$775,427
Contingency			\$43,623	\$27,329	\$6,592				\$77,543
Total	\$79,779		\$547,099	\$300,615	\$72,508				\$1,000,000

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost						\$40,000	\$40,000	ongoing	\$80,000

Explanation: Software license fee and equipment management and replacement.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Business Tax	\$79,779	\$920,221		\$1,000,000
Total	\$79,779	\$920,221		\$1,000,000



City Council Issue Matrix Adaptive Signals staff report

Date	Issue	Notes & Recommendations	Next Steps
07/02/2024	CM Forsythe: Request for multi-modal detection at Leary Way/520/WLSP and bike trail. Lots of bike traffic, saw 20 cyclists at lunchtime, and ST stations not even open yet.	The traffic signal at the Leary Way/ SR-520/West Lake Sammamish Parkway is owned and operated by WSDOT; however we can look for opportunities to partner with WSDOT in the future to deploy a multi-modal detection system at this location.	
	CM Kritzer: Will there be data available or projected data about less idling and decreases in CO2 emissions associated with this project?	The system will not provide the direct calculation to measure reduction in CO2 emissions. However, the system can provide data, such as average delays per vehicle, that could be used to manually calculate CO2 emission reduction values.	
	CM Salahuddin: Question about any consideration to look at data privacy. For example, are faces tracked?	The technology does not have facial recognition capabilities. The technology is only capable of distinguishing between vehicles, cyclists and pedestrians to provide detection data to the traffic signal system. We are partnering with Redmond TIS to evaluate data privacy issues.	
	CM Fields: #1 When selected vendors, did any proposals propose details on what problems trying to solve, will system recommend signal programming changes? #2 If the city/state gets the will to use cameras for red light running, will these cameras be used for ticketing and red light running? #3 Could the video recordings be used in subpoenas?	#1 – The system will provide information on signal performance and it will be the responsibility of the signal operations engineer to make signal programming changes. #2 – The system is not designed to capture information for such activities as ticketing and red-light running enforcement. #3 –Multi-modal detection cameras will not be recording on a regular basis but may record for specific traffic studies. Recorded video may be available for a limited duration subject to storage capacity.	
	CM Stuart: PD has shown an interest in license plate reader technology. Will there be a cost redundancy between that technology and the multi-modal detection?	No. These would be two separate systems each with a dedicated purpose. The two systems have different camera technology, mounting locations and focal areas. For example, the multi-modal camera looks at all approaches and lanes whereas a red light camera is	

City Council Issue Matrix

Adaptive Signals staff report

Date	Issue	Notes & Recommendations	Next Steps



Memorandum

Date: 10/1/2024
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-459
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

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

Public Works	Mike Haley	Project Manager
Planning and Community Development	Micah Ross	Senior Engineer
Public Works	Steven Gibbs	Capital Projects Division Manager
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:

Award Construction Contract to Lakeside Industries Inc. and Approve Consultant Services Agreement Supplement 1 with David Evans and Associates, Inc. for the West Lake Sammamish Parkway Pavement Preservation (Marymoor to Leary) Project.

OVERVIEW STATEMENT:

This project will rehabilitate the asphalt roadway on West Lake Sammamish Parkway from approximately one hundred feet north of Marymoor Way to the Leary Way NE intersection. The project scope also includes new channelization and new vehicle loop detectors.

Public Works requests to award the construction contract to Lakeside Industries Inc. in the amount of \$1,217,250 for construction of the West Lake Sammamish Parkway Pavement Preservation (Marymoor to Leary) (Project No. 2311). Public Works also requests approving a supplemental agreement to the consultant services contract with David Evans and Associates, Inc., in the amount of \$250,000 for construction engineering support services for the project. The supplemental agreement would increase the maximum amount payable for consultant services to \$506,685.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan
Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across the city to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.
- **Required:**
Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

West Lake Sammamish Parkway is a key corridor for Redmond. Approving this construction contract and supplement will allow for the contractor to rehabilitate the asphalt roadway between Marymoor Way and Leary Way NE. This project will increase the useful life of the pavement and reduce the need for ad-hoc maintenance.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

\$1,217,250 Construction Contract
\$250,000 Supplemental Agreement Number 1

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

CIP

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):
FHWA Grant and Transportation CIP

Budget/Funding Constraints:
Use of Federal Highway grants requires a 13.5% funding participation by Redmond.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	Click and select an action from the dropdown menu.

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/1/2024	Committee of the Whole - Planning and Public Works	Approve
10/15/2024	Business Meeting	Approve

Time Constraints:
Award of bid must occur within 45 days of the bid opening (which occurred on September 5, 2024) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:
Not approving contract will result in delaying construction, increasing the cost to complete the project.

ATTACHMENTS:
Attachment A: Pavement Preservation- West Lake Sammamish Parkway (North of Marymoor to Leary Way) Project Information Sheet
Attachment B: Additional Project Information
Attachment C: Consultant Agreement



CIP Project Information Sheet

Project Name: Pavement Management Project - West Lake Sammamish Parkway (North of Marymoor to Leary Way)

Project Status: Existing - Revised

Functional Area(s): Transportation

Relevant Plan(s): Transportation Master Plan, ADA Transition Plan

Neighborhood: Overlake

Time Frame: 2023-2025

Budget Priority: Vibrant and Connected

Citywide Rank: 6

Functional Area Priority: High

Location: West Lake Sammamish Parkway from North of Marymoor to Leary Way

Description:

Rehabilitate and overlay pavement to extend useful life.

Anticipated Outcomes: *Primary:* Finished pavement has a pavement index (PCI) of 90 or higher and provides 20 years of life (with proper maintenance). *Secondary:*

Request: *Primary Reason(s):* City received Federal grant funding and poor pavement condition warrants repairs. Cost increase due to inflation. Schedule follows Federal grant timeline.

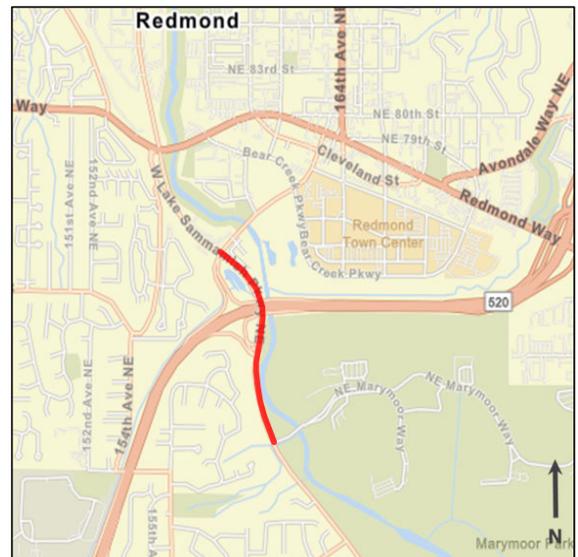
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget		\$300,000	\$1,500,000						\$1,800,000
Approved Changes									
Current Approved Budget		\$300,000	\$1,500,000						\$1,800,000
Proposed New Budget		\$840,588	\$1,852,333	\$574,772					\$3,267,693
Proposed changes due to	Scope Change								
			X	Schedule Change					
					X	Budget Change			

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)		\$315,975							\$315,975
Right of Way		\$32,407							\$32,407
Design (31-100%)		\$135,418	\$180,557						\$315,975
Construction			\$1,178,461	\$441,923					\$1,620,384
Contingency		\$356,788	\$493,315	\$132,849					\$982,952
Total		\$840,588	\$1,852,333	\$574,772					\$3,267,693

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost									

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Grant		\$1,500,000		\$1,500,000
General Fund		\$715,000		\$715,000
Business Tax		\$1,052,693		\$1,052,693
Total		\$3,267,693		\$3,267,693



Attachment B – Additional Project Information

West Lake Sammamish Parkway Pavement Preservation (Marymoor to Leary)

Project Discussion

This project will rehabilitate the asphalt roadway on West Lake Sammamish Parkway from approximately one hundred feet north of Marymoor Way to the south side of the intersection with Leary Way NE.

Bid Results

The project was advertised in the *Daily Journal of Commerce* and *The Seattle Times* on August 7, 2024, and August 14, 2024. Bids were received and opened on September 5, 2024. The City received two (2) bids which are summarized below.

Bidder	Bidder Location	Bid Amount
Lakeside Industries	Issaquah, WA	\$1,217,250
Granite Construction Company	Everett, WA	\$1,389,700
Engineer's Estimate		\$1,715,320

The lowest bidder was 29% lower than engineer's estimate. All the submitted bid documents were reviewed and were from reputable contractors who have conducted business with Redmond in the past. In general, most of the unit cost items were lower than the engineer's estimate. All bidders' unit prices, extensions, and additions have been checked for accuracy. We did check the bids for unbalanced items. When compared to the average pricing of all bidders we did not find any unbalanced items in the low bidder's bid. The contractor's references were checked and found to be acceptable. Public Works recommends awarding the contract to Lakeside Industries as the lowest responsive bidder.

Consultant Agreement History

	Date	Amount	Maximum Amount Payable
DEA Original Agreement	September 27, 2023	\$256,685	\$256,685
DEA Supplement 1	September 2024	\$250,000	\$506,685

Fiscal Information

Current Project Budget

Transportation CIP	\$1,831,693
PSRC Grant	\$1,436,000
Total Funding	\$3,267,693

Estimated Project Costs

Preliminary Design	\$315,975
Design	\$315,975
Right of Way	\$32,407
Construction	\$1,620,384
Contingency	\$982,952
Total Estimated Project Cost	\$3,264,693
Budget Difference	\$0

Previous Project-Related Council Touches

Date	Meeting	Action
5/21/2024	Business Meeting	Accept Funding



Supplemental Agreement Number <u>01</u>		Organization and Address David Evans and Associates, Inc. 14432 SE Eastgate Way, Suite 400 Bellevue, WA 98007	
Original Agreement Number 10322		Phone: 425.519.6500	
Project Number 2311-096-02, STBGUL 1905(007)		Execution Date	Completion Date 12/31/2025 <input type="checkbox"/>
Project Title West Lake Sammamish Parkway Preservation		New Maximum Amount Payable \$ 506,685	
Description of Work Construction services including engineering, construction administration, management, and inspection.			

The Local Agency of City of Redmond
desires to supplement the agreement entered into with David Evans and Associates, Inc.
and executed on 09/25/2023 and identified as Agreement No. 10322

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
see attached exhibit A

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for
completion of the work to read: 12/31/2025

III

Section V, PAYMENT, shall be amended as follows:
see attached exhibit D

as set forth in the attached Exhibits, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces
below and return to this office for final action.

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date

West Lake Sammamish Parkway Preservation

Agreement Number 10322

Agreement History

Supplement Number	Date	Amount	New Maximum Amount Payable	Supplement Reason
Original	9/27/2023	\$256,685	N/A	N/A
1	9/17/2024	\$250,000	\$506,685	Construction Support

EXHIBIT A

SCOPE OF SERVICES

SUPPLEMENT NO. 1

CITY OF REDMOND

West Lake Sammamish Parkway Preservation Project (North of Marymoor Way to Leary Way)

**Federal Aid No. STBGUL 1905(007)
(Project # 20012311)**

Prepared by:

**David Evans and Associates, Inc.
14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007**

May 22, 2024

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TASK 1.0 PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES

1.1. Project Description

Supplement No. 1 modifies the Original Agreement dated September 25, 2023, with the following revisions: construction engineering support and construction management support.

The City of Redmond (CITY) is requesting David Evans and Associates, Inc. (CONSULTANT) to provide construction engineering support and construction management (daily inspections, materials testing, and construction documentation services for the West Lake Sammamish Parkway Preservation (PROJECT). The project includes construction of approximately 2,900 linear feet of pavement preservation on West Lake Sammamish Parkway, including but not limited to pavement grinding, full depth HMA repair, HMA paving, traffic signal loop replacement, striping, storm drain and maintenance hole frame and grate/cover replacement, traffic control, and other work necessary to complete the Project. The project limits are from the north of Marymoor Way to Leary Way intersections.

For purposes of this agreement, the term CONSULTANT refers to the collective efforts of the following firms:

Firm Name	UDBE Certified
David Evans and Associates, Inc. (DEA)	No
Concord Engineering (CE)	Yes
HWA Geosciences (HWA)	Yes

DEA shall be the prime CONSULTANT, with Concord Engineering and HWA Geosciences contracted to DEA as a SUBCONSULTANTS.

This scope of services describes the Task Elements to be accomplished by the CONSULTANT as summarized under each task element. This scope consists of the following task elements:

- Task 2.1 – Project Management
- Task 2.2 – Subconsultant Coordination
- Task 2.3 – Monthly Invoices/progress Report
- Task 2.4 – Quality Control/Quality Assurance Review
- Task 10.2 – Project Construction Setup
- Task 10.1 – Construction Engineering Support
- Task 10.2 – Project Construction Setup
- Task 10.3 – Construction Administration Support
- Task 10.4 – Construction Inspection Support
- Task 10.5 – Materials Testing and Inspection
- Task 10.6 – Project Construction Closeout
- Task 10.7 – Optional Services

1.2. Project Deliverables Furnished by the CONSULTANT

The CONSULTANT shall maintain a project file for pertinent work items. The CITY review sets will be returned with each subsequent revision, illustrating that each review comment has been addressed as stated, or how/why it was not addressed. The CONSULTANT shall deliver the following documents and products to the CITY as part of this agreement:

- Record of Materials (ROM)

- Materials Testing Results
- Record Drawings
- Request for Information (RFI) responds

1.4 Project Assumptions

- The attached budget for the construction management services detailed below is based on reach physical complete status. CITY has included an additional 20-working days for project setup prior to construction and resolve punch list items and reach Physical Complete status. Total project duration is 60-working days.
- Construction engineering services will extend beyond 60-working days for record drawing services.
- The construction management services budget is based on a work week of 5 days. Multiple shifts, night, and weekend work may be required for certain work activities, and inspection with be staggered as necessary to cover those hours as needed.
- The budget allocations shown on Exhibit D are itemized to aid in PROJECT tracking purposes only. The budget may be transferred between tasks or people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization. CONSULTANT shall inform CITY in writing monthly of any budget transfers between tasks.
- The budget assumes construction documentation will be prepared using CITY and/or WSDOT forms from the Local Agency Guidelines (LAG) Manual.
- The CITY will prepare and send a signed Notice to Proceed Letter to Contractor.
- Independent Quality Assurance Materials acceptance and testing is included in this contract and will be managed by the CONSULTANT. The Contractor is responsible for its own quality control testing of construction materials.
- CITY will manage coordination between the Contractor, CONSULTANT, CITY staff, and other key project stakeholders.
- Project duration is assumed to be 4 months.

TASK 2.0 PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

2.1 Project Management

Direction of the CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports, status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

Periodic monitoring of the CONSULTANT'S design budget will occur over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

2.2 Subconsultant Coordination

The CONSULTANT (DEA) shall provide direction of the SUBCONSULTANT and review of their work over the course of the project shall be provided by the CONSULTANT (DEA). Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the project. Current status, as well as projections, will be developed. This work element is intended to help monitor costs and budgets, and to

propose corrective actions. These actions could include formal requests for increases, modifications, or reductions in scope and/or budget.

2.4 Monthly Invoices/Progress Reports

Monthly invoices will be prepared by the CONSULTANT per CITY requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

Deliverables:

- Monthly Invoices and Progress Reports (4 total)

TASK 11.0 CONSTRUCTION SUPPORT SERVICES

11.1 Construction Engineering Support

The CONSULTANT shall provide construction engineering support at the CITY's request during construction phase of the project. Construction engineering support applies to the CONSULTANT design team (DT) involved in the preparation of construction contract documents under the Original Agreement.

Construction Engineering Support Services will include the following:

- **Pre-Construction Meeting:** The CONSULTANT DT (up to two {2} staff) will attend one (1) kick-off meeting with the prime contractor, CITY and SUBCONTRACTOR's.
- **Construction Meetings:** The CONSULTANT DT will attend construction meetings as requested. This task assumes four (4) total meetings will be attended by CONSULTANT DT.
- **Review Selected Shop Drawings Submittal:** The CONSULTANT DT will review and recommend action on selected Contractor submittals and shop drawings as requested by the CITY. Anticipated submittals will include work plans, fabrication submittals, and material approvals. The effort for this task is for input/support of Contractor's submittals to the CITY and will be limited to the effort shown in the Fee Proposal. This task assumes four (4) submittals.
- **Requests for Information (RFIs)/Design Clarifications:** At the CITY's request, the CONSULTANT DT may be asked to help the CITY in answering CONTRACTOR's RFIs. The task assumes that five (5) RFIs will be reviewed.
- **Pavement Repair Observations:** At the CITY's request, the CONSULTANT DT shall observe and provide recommendations for unanticipated pavement repairs encountered during construction. The level of effort for this item is eight (8) hours.

Deliverables:

- Responses to Contractor Submittals
- Responses to RFIs

11.2 Project Construction Setup

The CONSULTANT shall provide project setup services to include the following:

- CONSULTANT shall provide and maintain a document controls structure with CITY's project SharePoint-based file management to coordinate between CITY, Contractor, CONSULTANT, and CITY's approved 3rd party stakeholders. All electronic files will be stored on the CITY's project SharePoint web-based collaborative platform.

- CONSULTANT shall prepare the Record of Materials (ROM) tracking spreadsheet.
- CONSULTANT shall prepare tracking spreadsheets for submittals, RFI's, Change Orders, and Serial Letters.
- CONSULTANT shall review and approve Request to Sublet documentation from subcontractors.
- CONSULTANT shall attend the pre-construction meeting and assist CITY with the following:
 - Preparation of Pre-Construction agenda.
 - Preparation and distribution of Pre-Construction meeting minutes.

11.3 Construction Administration / Management Support

The CONSULTANT shall provide documentation and record keeping in compliance with CITY and WSDOT Local Agency Guidelines (LAG) requirements. The CONSULTANT's standard practice is that record keeping will be consistent with WSDOT LAG Manual.

- CONSULTANT shall assist the CITY with the potential WSDOT Local Programs' Project Management Review (PMR) Audit (WSDOT Form 272-024). The CONSULTANT shall arrange records documentation/file for PMR audit and attend PMR. These documents/records may include, but not be limited to:
 - Inspector's Daily Reports (IDR's) – Includes management and coordination of all daily reports for the project team.
 - Updated contract documents, including drawings, addenda, proposal, general provisions, special provisions, submittals and change orders.
 - Test reports and material records documentation.
 - Transmittal records.
 - Weekly Statements of Working Days.
 - Pay Requests and FNR's.
 - Submittals and Request for Information.
 - Construction Contractor payment requests and prevailing wage certifications.
 - Copies of Contractor required permits.
 - Change Orders and associated documents.
 - Construction correspondence.
 - Project photographs.
 - Contractor provided Emergency Contact List.
 - Complete PMR Audit checklist.

WSDOT LAG Manual and CITY forms will be used for records and reporting procedures. At completion of the work, and prior to final acceptance, provide CITY with all completed field books, project daily reports, summary tabulations of all schedules of value (SOVs) calculations, all field notes, and other job records as listed (electronic files).

- CONSULTANT shall attend pre-construction meeting and weekly project progress meetings and provide the following:
 - Prepare weekly progress meeting agenda.
 - Prepare and distribute weekly progress meeting minutes.
- Change Management/Control consisting of the following:
 - Prepare scope of change.
 - Document/log project impact.

- Assist in preparation of independent estimates, as necessary, for change orders.
- Facilitation of resolution of change orders.
- Package final change orders with all agreed upon documents and back-up for final signatures by all required parties.
- Maintain a Record of Materials (ROM) that will log all construction Contractor submittals, materials testing requirements, and verify receipt of Certified Materials Origin documentation, as required.
- Review project records on an ongoing basis to monitor proper approval of all materials incorporated into the project.
- Document Control
 - Collect, organize, and prepare documentation for the project and maintain CITY's project SharePoint site.
 - Log and maintain RFI's, Submittals, Working Days Reports, DBE Tracking documentation, training, RAMs, Serial Letters, correspondence, meeting notes, Request to Sublet, Contractor certified payroll, and project documents.
- Review CONTRACTOR-submitted requests for approval of material (RAM) sources and Qualified Products List (QPL) Data Sheets to determine compliance with Contract documents. Contractor will be directed to submit separate RAM forms for each bid item.
- Maintain files for individual bid item compliance for material documentation.
- Collect test reports from materials testing labs for compliance with the information given in the contract documents.
- Collect Manufacturer's Certificates of Compliance and Certificates of Material Origin for Steel and Iron materials being permanently incorporated into the project.
- Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the construction Contractor and prepare necessary documentation of material substitutions.
- Review, monitor, and comment on the Contractor's compliance with construction schedule based upon updates submitted by the Contractor. The CITY will coordinate and negotiate time extensions requested by the Contractor
- Track materials approval (RAMs, QPLs, shop drawings, Certificates of Compliance, etc.) and material acceptance (inspected stamps, materials tests, visual variation forms) for each bid item for which there are materials.
- Collect scale certifications.

The CONSULTANT CM shall assist the CITY with the following tasks and preparation of documents, as needed:

- **Change Orders (COs):** At the CITY's request, the CONSULTANT DT will assist the CITY in reviewing change order proposals and developing required information for COs. Work may include preparation of drawings and supporting information.
- **Serial Letters (SLs):** At the CITY's request, the CONSULTANT will assist in reviewing serial letters and developing required responses.

- **Field Construction Modification:** Assist the CITY with requests where field construction modifications or additions are requested and provide design technical assistance to field personnel.
- **Site Visits:** CONSULTANT will visit the site when requested by CITY to evaluate design issues
- **Claims/Protests:** Monitor the project for potential claims or protests by the construction Contractor and notify the project team and CITY of potential claims. The CONSULTANT will help the CITY, and the CITY will resolve conflicts and negotiate with CONTRACTOR.
- **Liquidated Damages:** Review and make recommendations to the CITY concerning assessment of liquidated damages, if applicable.

Assumptions:

- The CITY will schedule, organize, and facilitate the project Preconstruction Conference with the assistance of the CONSULTANT. The CITY will provide the meeting facility and establish the meeting date. If it is not possible for the Preconstruction Conference to be held in person, a virtual meeting via Microsoft Teams will be established by the CITY for all to attend remotely. The CITY will prepare the meeting agenda. The CONSULTANT will have the responsibility for taking meeting minutes. The CONSULTANT will be responsible for collecting all meeting minutes and noting them on a revised Agenda and distributing a PDF version to all attendees for review and comment. The CONSULTANT will prepare a final version of the agenda/meeting minutes document for the CITY records.
- The CITY will collect and check certified payrolls.
- The CITY will conduct the check on subcontractors (debarments, active licenses, etc.)
- The CITY will collect Notice of Intent to Pay Prevailing Wage and Affidavit of Wages Paid for contractors and subcontractors.

Deliverables:

- Material Submittal and Shop drawing submittals will be returned electronically in PDF format via email with comments written directly on the submittal documents and/or accompanied by a memorandum, if required
- Written responses to RFIs will be returned electronically in PDF format via email to the Contractor
- Compiled as-built record drawings
- Reviewed submittals/RFIs/RAMs
- Change Orders
- Serial Letters
- RFI/RAM and Submittal Tracking Logs
- Change Order Log
- Certified Payroll Tracking Log
- Serial Letter Log
- Prepare and distribute Weekly Statements of Working Days reports
- Subconsultant Requests to Sublet Tracking Log
- Meeting Agenda/Minutes
- Maintain ROM
- Review comments on Type B Progress Schedule

11.4 Construction Inspection Support

CONSULTANT will provide an on-site Construction Inspection to observe and verify by measurements the technical conduct of the construction, monitor compliance in the CITY's interest with issuance of field memos and non-conformance documentation as appropriate, including day-to-day contact with the CONTRACTOR, CITY, adjacent property, and business owners, third party utilities, and the public to monitor adherence to the Contract Documents.

The Construction Inspector will not be responsible for the means, methods, techniques, or procedures of the construction selected by the Construction Contractor(s) or for any failure of Construction Contractor(s) to comply with laws, ordinances, rules, or regulations applicable to the construction work. The parties recognize that the construction Contractor(s) is responsible for ensuring that construction is in accordance with the plans and specifications. However, the Construction Inspector is responsible for documenting for the record the contractors means and methods during construction.

Additionally, the CONSULTANT shall provide the following services:

- Observe and document the prosecution of the work including documentation of crews, equipment, and placement of materials. Verify and monitor the Contractor's adherence to all contract requirements including their approved quality, inspection, and testing plans and provide daily documentation of work and non-conformance/corrective action issues and actions taken.
- Inspectors Daily Report (IDR). Prepare daily construction inspection reports detailing the following; the Construction Contractor's operations performed for each day, record decisions and observations of a general or specific nature in chronological order. Measurement of quantities of materials installed for detailed Field Note Record (FNR)'s, log equipment and staff used, and other related items.
 - Verify in the daily report that the Contractor is working with the proper traffic control plan.
 - Document work being done on a disputed basis and create force account documentation as needed.
 - Verify that all material approvals, submittals and workplans are in place per contract, prior to material being used on site.
 - Verify subcontractors on-site have approved Request to Sublet.
- Prepare FNR's for bid items inspected and assist in review of contractor's pay estimates by reviewing quantities for payment.
 - Document CITY-authorized or CONTRACTOR disputed work being done on a force account basis.
- Monthly Pay Estimates - Work with CITY's team to:
 - Create in coordination with Contractor the monthly Contractor progress payment estimates. Compile all field note record (FNR) back-up by bid item per CITY and WSDOT LAG procedures.
 - Compile all FNR's and bid item payment calculations and review/verify quantities
 - Package final pay estimate documents and route to CITY Project Manager for final signatures/payment to Contractor.
- Attend daily pre-activity safety meetings, progress, and construction meetings.
- Coordinate daily during active construction with Contractor Erosion Sediment Control (ESC) Lead to verify that Temporary Erosion Sediment Control (TESC) preventative measures are in place and compliant with project requirements.
- Monitor, document, and calculate force account work based on WSDOT/AGC Blue Book Rental Agreement or equivalent means for determination of rates.

- Collect and tabulate all quantity delivery tickets.
- Conduct on-site wage rate interviews of CONTRACTOR employees and subconsultant(s), and upload to SharePoint for the City’s use in reviewing certified payrolls.
- Conduct DBE/UDBE/FSBE Commercially Useful Function On-Site Review of Contractor and subconsultant(s)
- Coordinate testing and inspection with materials testing subconsultant (HWA Geosciences). Coordinate, report, and log the results for field sampling, field testing, and laboratory testing of Hot Mix Asphalt (HMA) and other materials requiring acceptance testing in accordance with WSDOT procedures as specified on the project ROM to determine compliance of those materials with construction contract requirements. In those instances where unsatisfactory test results are obtained, follow through with notification of the construction contractor and retesting of the materials after corrections are made.
- Verify that the acceptance sampling and testing frequencies reflect the actual quantities used.
- Identify issues which impact the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor; and document in IDR.
- Provide daily construction/progress photographs during the course of construction, to document progress of the work, material acceptance, and job site conditions encountered.
 - Include review of the requests for extension of time by the construction Contractor. Include recommendation for assessment of liquidated damages, if applicable.
 - Perform a final review and inspection of the construction work and prepare a final list of items to be corrected (“punch-list”).
 - After substantial completion of the project, verify completion of the punch list.
- Record drawings
 - Review the construction Contractor’s Record Drawings on a bi-weekly basis (and upon completion of major tasks) to verify posted changes.

Assumptions:

- Construction Inspector will typically work an 8-hour day but may need to adjust based on contractor's work schedule.

Deliverables:

- Inspectors Daily Reports with photographs. (Electronic Copy)
- Field Note Records (FNR’s)
- On-site Wage Rate Interview
- DBE/UDBE/FSBE Commercially Useful Function On-Site Review of Contractor and Subconsultant
- Daily photographs (Electronic Copy)
- Punch List

11.5 Materials Testing

CONSULTANT shall provide the following services for this work item.

- Materials Testing/Specialty Inspection will be provided by Subconsultant, HWA Geosciences.
- Coordinate, sample, test, report, and log the results for field sampling, field testing, and laboratory testing of soils, aggregates, concrete, HMA and other materials requiring acceptance testing in

accordance with WSDOT procedures as specified on the project ROM to determine compliance with contract requirements.

- Testing of HMA placement and compaction (minimum one test per 100 tons)
- Sample (in field) and test (in field or in laboratory) all materials in accordance with the project ROM. Expected materials to be sampled and tested include but are not limited to:
 - Sampling of Hot Mix Asphalt (HMA) aggregate for acceptance and oil at the plant for ignition oven correction factor.
 - Sampling and testing HMA during paving for Rice density, extraction, and gradation (minimum: one test sample per 1000 tons).
- Provide all field reports for site visits and laboratory reports of all materials tested.

Deliverables:

- Laboratory & Field Sampling and/or Testing Reports including:

11.6 Project Construction Close Out

CONSULTNAT will utilize the CITY’s SharePoint site to electronically save all documentation on an on-going basis throughout the duration of the project. The CONSULTANT shall provide the following services for project closeout:

- Punch List(s) and Physical Completion(s)
 - Upon substantial completion of various phases of work, coordinate with the CITY and other affected agencies, to perform a project inspection and develop a ‘punch list’ of items to be completed. Following issuance of substantial completion, inspection and administrative services will be provided on punch list items required for final completion as follows:
 - Assemble and issue final punch list items for final/physical completion.
 - CONSULTANT DT shall support inspector(s) as needed for observing punch list work.
- Project closeout, formal acceptance, review, and recommendation
- Make recommendations to the CITY concerning operational acceptance, substantial completion, physical completion, and final acceptance of the work.

Assumptions:

- Project Record Document archiving to be completed by CITY.

11.7 Record Drawings

The CONSULTANT DT shall prepare Record Drawings at the completion of the project. The CITY will provide Contractor-prepared marked-up drawings, inspector’s field notes, and other available information. The CONSULTANT DT shall use these materials to prepare the Record Drawings. Record Drawings shall be prepared in accordance with the CITY’s “Record Drawing Requirements.”

Deliverables:

- Phase I Record Drawings for Engineering Review (22”x34” [PDF format]).
- Phase II Record Drawings GIS Review - (22”x34” [PDF format], Digital CAD file [uploaded on CITY's Project Sharepoint site], Digital Submittal Checklist [PDF format]).
- Phase III Record Drawings for Final Submittal (Searchable PDF format), Individual Record Drawings in TIFF format (uploaded on CITY's Project Sharepoint site).
- One Composite DWG file (electronic).

Exhibit D
City of Redmond
West Lake Sammamish Parkway Preservation

David Evans and Associates, Inc.

Classification	Hrs.	x	Negotiated Rate	=	Cost
1 Project Manager V	50		\$ 300.94		\$15,047
2 Project Manager V	20		\$ 312.61		\$6,252
3 Engineer III (ENG3)	100		\$ 147.16		\$14,716
4 Project Manager I	210		\$ 118.64		\$24,914
5 Construction Manager	210		\$ 234.84		\$49,317
6 Project Coordinator III (PJC3)	10		\$ 121.01		\$1,210
7 Project Accountant IV (PAC4)	10		\$ 139.25		\$1,393
8 Construction Inspector	500		\$ 121.62		\$60,808
Total Hrs.					1110

Salary Cost					\$ 173,655
Salary Escalation Cost (estimated)					
Escalation - % of Labor Cost	0%	per year @	0	year(s)	\$0
Total Salary Cost					\$ 173,655

Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs				
Full-Size Plans	1	sets @	\$100 /set	\$ 100.00
Half-Size Plans	0	sets @	\$50 /set	\$ -
Specifications	0	sets @	\$50 /set	\$ -
Mail/Deliveries/Fed Ex	2	@	\$50 /each	\$ 100.00
Mileage	2000	miles @	\$0.670 /mile	\$ 1,340.00
Subtotal				\$ 1,540

David Evans and Associates Total **\$ 175,195**

Subconsultants	DBE	Hrs	\$ Total
HWA GeoSciences Inc.	11.58%	190	\$ 28,938
Concord Engineering	9.46%	130	\$ 23,648
Total	21.0%	320	
Subconsultant Total			\$ 52,586

Direct Expenses Sub-Total (including Subconsultants) **\$ 54,126**

Total Costs **\$ 227,782**

Management Reserve Fund (10%) **\$ 22,218**

Total Costs with Management Reserve Fund **\$ 250,000**

Exhibit D
City of Redmond
West Lake Sammamish Parkway Preservation

David Evans and Associates, Inc.

Work Element #	Work Element	1	2	3	4	5	6	7	8	DEA	DEA
		Project Manager V	Project Manager V	Engineer III (ENG3)	Project Manager I	Construction Manager	Project Coordinator III (PJC3)	Project Accountant IV (PAC4)	Construction Inspector	Total hrs	Total \$
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$
2.0	Project Management and Coordination										
2.1	Project Management	15					5	5		25	\$5,815
2.2	Subconsultant Coordination				10					10	\$1,186
2.4	Monthly Invoices/Progress Reports	5					5	5		15	\$2,806
2.6	Quality Control/Quality Assurance Review		20							20	\$6,252
	Work Element 2.0 Total	20	20		10		10	10		70	\$16,060
10.0	Optional Service										
10.1	Construction Engineering Support	10		50						60	\$10,367
10.2	Project Construction Setup				40	40				80	\$14,139
10.3	Construction Administration / Management Support				130	140				270	\$48,300
10.4	Construction Inspection Support								450	450	\$54,727
10.5	Materials Testing										
10.6	Project Construction Close Out	10			30	30			50	120	\$19,694
10.7	Record Drawings	10		50						60	\$10,367
	Work Element 10.0 Total	30		100	200	210			500	1040	\$157,595
	EXPENSES										\$1,540
	SALARY ESCALATION										
PROJECT WORK ELEMENTS TOTALS		50	20	100	210	210	10	10	500	1110	\$175,195

**Exhibit E
City of Redmond**

West Lake Sammamish Parkway Preservation

HWA GeoSciences Inc.

Classification		Hrs.	x	Negotiated Rate	=	Cost
1	Geotechnical Engineer VIII	20		\$ 294.46		\$5,889
2	Geologist IV	15		\$ 192.04		\$2,881
3	Geologist II	150		\$ 112.02		\$16,804
4	Contracts	5		\$ 108.82		\$544
Total Hrs.		190				

Salary Cost \$ **26,118**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 0% per year @ 0 year(s) \$0

Total Salary Cost \$ **26,118**

Direct Expenses	No.	Unit	Each	Cost
HMA Oven Correction Factor	3	@	\$160 /ea	\$ 480.00
HMA Rice Density/Extraction/Gradati	4	@	\$385 ea	\$ 1,540.00
Nuke Gauge Rental	10	@	\$50 /day	\$ 500.00
Mileage	450	miles @	\$0.670 /mile	\$ 300.00
Subtotal				\$ 2,820

HWA GeoSciences Inc. Total \$ **28,938**

Exhibit E
City of Redmond
West Lake Sammamish Parkway Preservation

HWA GeoSciences Inc.

Work Element #	Work Element	1	2	3	4	5	HWA Total hrs	HWA Total \$	% of Total Hours
		Geotechnical Engineer VIII	Geologist VI	Geologist II	Contracts	Contracts			
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs			
2.0	Project Management and Coordination								
2.1	Project Management	10	5		5		20	\$4,449	10.53%
2.2	Subconsultant Coordination								
2.4	Monthly Invoices/Progress Reports								
2.6	Quality Control/Quality Assurance Review								
	Work Element 2.0 Total	10	5		5		20	\$4,449	10.53%
10.0	Optional Service								
10.1	Construction Engineering Support	10					10	\$2,945	5.26%
10.2	Project Construction Setup		10				10	\$1,920	
10.3	Construction Administration / Management Support								
10.4	Construction Inspection Support								
10.5	Materials Testing			150			150	\$16,804	
10.6	Project Construction Close Out								
10.7	Record Drawings								
	Work Element 10.0 Total	10	10	150			170	\$21,669	89.47%
	EXPENSES							\$2,820	
	SALARY ESCALATION								
PROJECT WORK ELEMENTS TOTALS		20	15	150	5		190	\$28,938	57.89%

Exhibit E
City of Redmond
West Lake Sammamish Parkway Preservation

Concord Engineering

Classification		Hrs.	x	Negotiated Rate	=	Cost
1	Senior Engineer 7/QC	0		\$ 250.45		\$0
2	Senior Engineer 6	55		\$ 233.26		\$12,829
3	Associate Engineer 6	50		\$ 157.15		\$7,857
4	Assistant Engineer 5	20		\$ 117.86		\$2,357
5	Project Coordinator 3	5		\$ 92.08		\$460
Total Hrs.		130				

Salary Cost **\$ 23,504**

Salary Escalation Cost (estimated)
 Escalation - % of Labor Cost 0% per year @ 0 year(s) \$0
Total Salary Cost **\$ 23,504**

Direct Expenses	No.	Unit	Each	Cost
Mileage	215	miles @	\$0.670 /mile	\$ 144.10
Subtotal				\$ 144

Concord Engineering Total **\$ 23,648**

Exhibit E
City of Redmond
West Lake Sammamish Parkway Preservation

Concord Engineering

Work Element #	Work Element	1	2	3	4	5	CE Total hrs	CE Total \$	% of Total Hours
		Senior Engineer 7/QC	Senior Engineer 6	Associate Engineer 6	Assistant Engineer 5	Project Coordinator 3			
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total Hours
2.0	Project Management and Coordination								
2.1	Project Management		5				5	\$1,627	7.69%
2.2	Subconsultant Coordination								
2.4	Monthly Invoices/Progress Reports								
2.6	Quality Control/Quality Assurance Review								
	Work Element 2.0 Total		5				5	\$1,627	7.69%
10.0	Optional Service								
10.1	Construction Engineering Support		30	30			60	\$11,712	46.15%
10.2	Project Construction Setup								
10.3	Construction Administration / Management Support								
10.4	Construction Inspection Support								
10.5	Materials Testing								
10.6	Project Construction Close Out		10	10	10		30	\$5,083	
10.7	Record Drawings		10	10	10		30	\$5,083	
	Work Element 10.0 Total		50	50	20		120	\$21,878	92.31%
	EXPENSES							\$144	
	SALARY ESCALATION								
PROJECT WORK ELEMENTS TOTALS			55	50	20	5	130	\$23,648	76.92%



Memorandum

Date: 10/1/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-458

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

Public Works	Steve Gibbs	Capital Division Manager
Public Works	Tess Wilkinson	Capital Program Planner

TITLE:

Capital Investment Program (CIP) project updates - Q3 2024

OVERVIEW STATEMENT:

Public Works is providing 2024 Quarter 3 project updates on active CIP projects. The purpose of this meeting is to provide an overview of the CIP progress and to receive feedback or answer questions about specific projects.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
CIP
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
None

OUTCOMES:

N/A

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP

Budget Priority:
N/A

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

If yes, explain:

Examples: software with a yearly cost, revenue generating, match requirements, etc. - if none, enter N/A.

Funding source(s):
CIP

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
4/2/2024	Committee of the Whole - Planning and Public Works	Receive Information
7/2/2024	Committee of the Whole - Planning and Public Works	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
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10/1/2024	Committee of the Whole - Planning and Public Works	Receive Information
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Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

None

ATTACHMENTS:

Attachment A - CIP Quarter 3 Projects Update

Attachment B - Projects List - Council Handout



CIP Quarterly Projects Update

Quarter 3, 2024



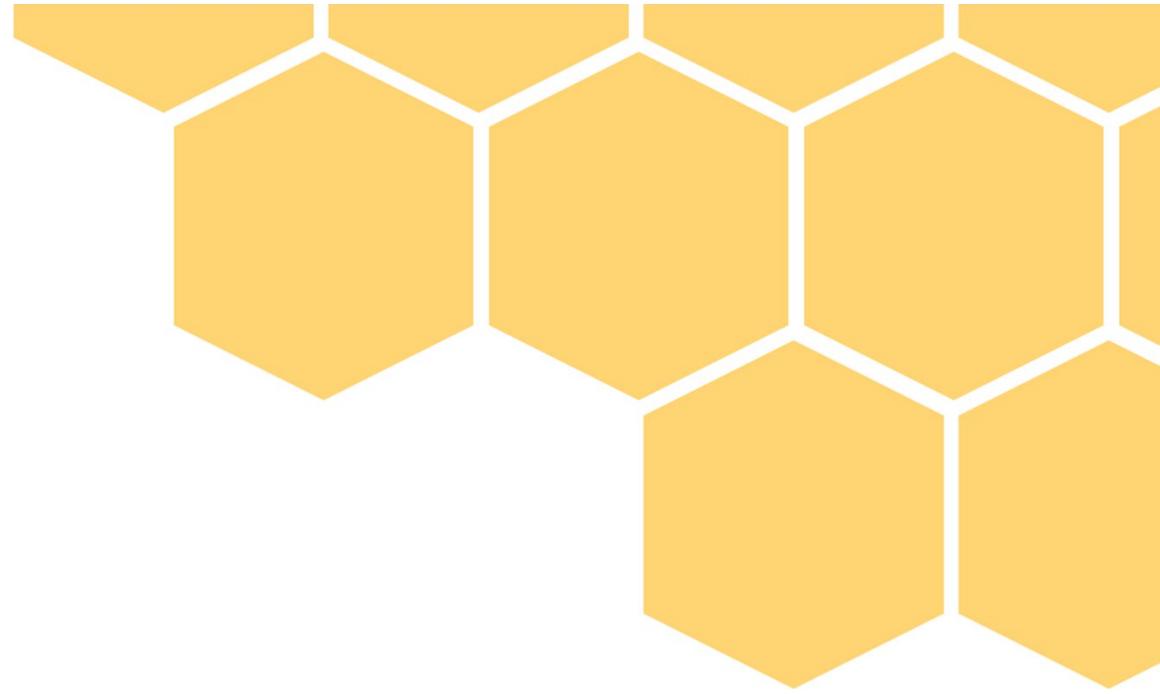
Capital Division Portfolio Reporting

2023-2024 CIP

CIP Projects	2024 Q3	2024 Q4
Active	31	31

Completion	2023	2024
Targeted for Completion	17	8
Total Complete	13	4
Percent complete	76%	50%





Project & Program Reporting

Scope, Schedule & Budget Indicators

	Green ●	Yellow ●	Red ●
Scope	Scope OK	Some scope issues	Major scope issues
Schedule	On or ahead of schedule	1-3 months behind	Over 3 months behind
Budget	On or under budget (without contingency)	Within budget + contingency	Over budget + contingency

Funding (Budget)

Funding number is budget as approved by Council; most recent number shown.



Program Report – General Government (Facilities)

Active projects managed by the Construction Division

Program Manager: Quinn Kuhnhausen

Project Name	Phase	Targeted Completion	Project Standing	Budget	Information
MOC Fueling – Underground Tank Removals	Complete	March 2024	●	\$1,326,057	Project complete and under budget.
MOC Master Plan	Complete	July 2024	●	\$1,169,416	Master planning is complete
Electric Vehicle Charging Stations	Construction	December 2024	●	\$734,334	
PPE Management – Storage and Extractors	Design	March 2025	●	\$368,000	
Fire Station 17 Siding Replacement	Design	August 2025	●	\$1,119,620	
Sustainability LED Lighting Building Retrofit	Pre-Design	December 2025	●	\$801,518	
Sustainability Building Automation (Energy Management System)	Pre-Design	July 2026	●	\$506,408	
Public Safety Building Phase 2 (Mechanical and Electrical)	Pre-Design	July 2026	●	\$3,075,096	
Facilities ADA Improvements	Pre-Design	November 2026	●	\$300,000	
MOC Campus Redevelopment	Pre-Design	2030	●	\$225,000,000	Currently seeking approval for Progressive Design Build delivery method



Sustainability LED Lighting Building Retrofit

Project #: 2340 Project start: 2024 Pre-Design start: May 2024

Q. Kuhnhausen/A. Kim)

Scope ● Schedule ● Budget ●

Total Project Budget: \$801,518

Phase	Pre-Design Phase Funding	Pre-Design Phase Spending	Pre-Design Progress	
Pre-Design	\$21,665	\$8,436	30%	70%
			■ Done	■ Remaining

➤ **Project Progress**

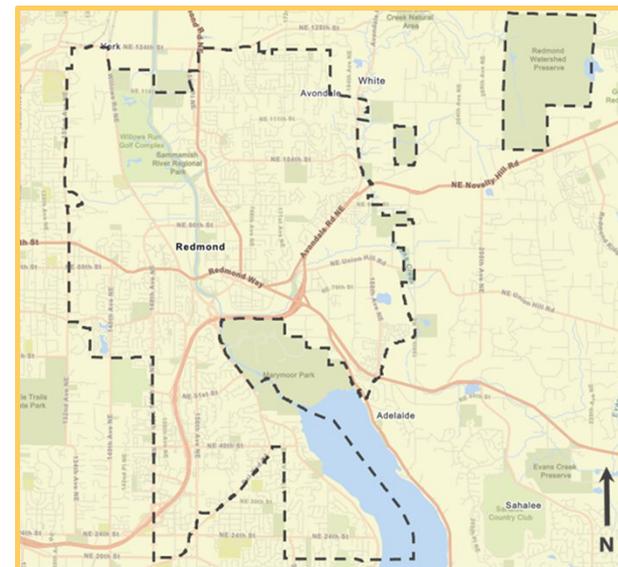
- Routed consultant proposal for review and approval
- Executed consultant contract through DES
- Coordinate audit efforts and schedule

➤ **Issues and Solutions for Yellow/Red Indicators**

- No issues

➤ **Key Upcoming Activities in the next month**

- Communicate audit efforts to impacted occupants through multiple channels
- Initiate investment grade audit in the City Hall building



Funding Sources: General Fund

Program Report – Parks

Active projects managed by the Construction Division

Program Manager: Dave Tuchek

Project Name	Phase	Targeted Completion	Project Standing	Budget	Information
Redmond Senior & Community Center	Complete	April 2024	●	\$61,500,000	
Grass Lawn Parking Lot Repairs	Construction	November 2024	●	\$1,131,666	Council awarded construction contract in September
Redmond Central Connector Phs 3	Construction	December 2025	●	\$7,599,000	Council awarded construction contract in September
Reservoir Park Sports Court Replacement	Design	September 2025	●	\$1,416,933	
Event Street Closure/Mobile Security Barriers	Pre-Design	October 2025	●	\$325,000	Project is moving out of the CIP and will be completed by Parks and Public Works Operations.
Meadow Park Sports Court Replacement	Pre-Design	September 2025	●	\$635,537	
Turf Replacement, Grass Lawn Park Softball Field 1	Pre-Design	December 2025	●	\$1,851,216	
Turf Replacement, Hartman Park Baseball Infield	Pre-Design	December 2025	●	\$599,245	



Meadow Park Sport Court Replacement

Project #: 2330 Project start: 2024 Pre-Design start: April 2024

(C. Zapata/J. Averill)

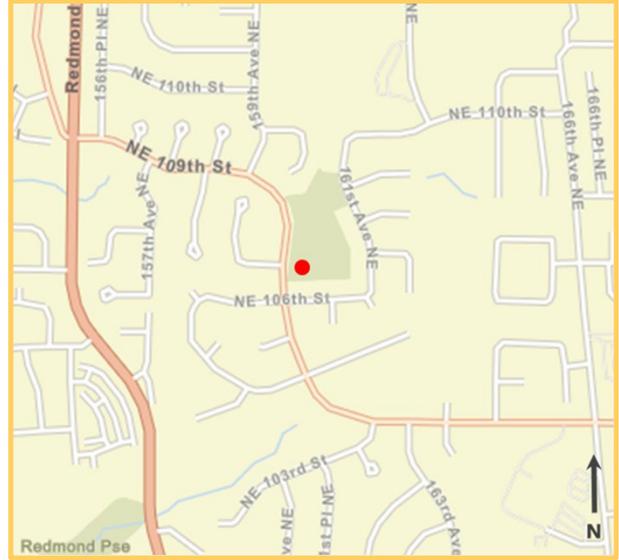
Scope ● Schedule ● Budget ●

Total Project Budget: \$635,537

Phase	Pre-Design Phase Funding	Pre-Design Phase Spending
Pre-Design	\$40,929	\$7,628



- **Project Progress**
 - Received updated scope and fee from KPG (9/5).
 - Preliminary survey completed.
- **Issues and Solutions for Yellow/Red Indicators**
 - No issues
- **Key Upcoming Activities in the next month**
 - Finalize scope and fee.
 - Route consultant task order for approval.
 - Receive initial concept drawings for sport court layout.



Funding Sources: General Funds

Program Report – Traffic Operations

Active projects managed by the Construction Division unless otherwise noted

Program Manager: Paul Cho

Project Name	Phase	Targeted Completion	Project Standing	Budget	Information
NE 90 th St. Bridge Deck Overlay	Complete	August 2024	●	\$742,038	Project managed by Traffic Operations.
Pavement Management –West Lake Samm Pkwy (Marymoor – Leary Way)	Advertisement/ Award	April 2025	●	\$3,267,693	Award of construction contract scheduled for October
Pavement Management – NE 24 th St. (WLSP – 172 nd Ave.)	Design	August 2026	●	\$14,443,553	Project involves extensive underground utility work.
Pavement Management – 154 th Ave NE (Redmond Way – 85 th St.)	Pre-Design	October 2026	●	\$1,688,026	
Pavement Management – Avondale Rd. (90 th St. – Novelty Hill Rd.)	Pre-Design	September 2027	●	\$11,366,766	Project includes replacement of AC watermain.



NE 24th Street Paving and Utility Upgrades (WLSP to 172nd Ave.)

Project #: 2319 Project start: 2023 Design start: April 2024

(J. Thompson/M. Haley)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$14,443,553

Phase	Design Phase Funding	Design Phase Spending	Design Progress	
Design	\$2,205,391	\$84,523		

➤ **Project Progress**

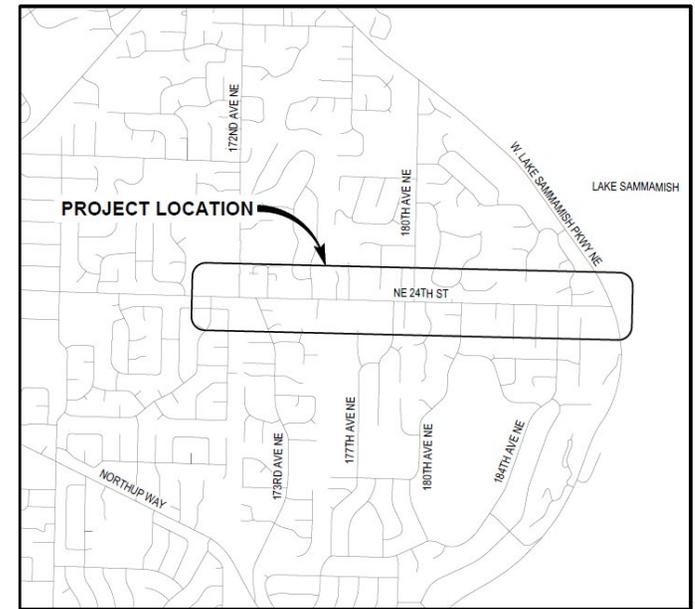
- Completed pre-design to 30%
- Plans sent to private utilities for comments

➤ **Issues and Solutions for Yellow/Red Indicators**

- No issues

➤ **Key Upcoming Activities in the next month**

- Initiate Final Design contract
- Review 30% design comments



LOCATION MAP
SCALE: 1" = 1000'



Funding Sources: General Fund

Program Report – Transportation Planning

Active projects managed by the Construction Division unless otherwise noted

Program Manager: Micah Ross

Project Name	Phase	Targeted Completion	Project Standing	Budget	Information
Cycle Track - 156th Ave. (NE 28th St. - 31st St. and 36th St to 40th St.)	Complete	June 2024	●	\$7,695,059	
152nd Avenue NE Improvements (24th St. to 28th St.)	Construction	October 2024	●	\$14,719,625	
Sidewalk Repairs – NE 40 th St. (156 th – Bel-Red Rd.)	Advertisement/ Award	May 2025	●	\$2,066,361	Award of construction contract anticipated for November
NE 70th Street Improvements (Redmond Way to 180th Avenue NE)	Design	December 2024	●	\$5,239,136	Project scope is under review. More information will be provided at an upcoming Committee of the Whole meeting.
Sidewalk Repairs - 166th Ave (80th - 85th), Avondale Way (170th Ave. - Union Hill Rd),	Pre-Design	August 2025	●	\$2,705,371	
Bel-Red Buffered Bike Lanes	Pre-Design	November 2025	●	\$4,132,269	
40 th Shared Use Path (NE 90 th St. – Novelty Hill Rd.)	Pre-Design	March 2027	●	\$7,106,922	
156th Ave NE Shared Use Path (4300 block to 51st St.)	Initiated	December 2027	●	\$5,436,503	



NE 70th St Improvements (Redmond Way to 180th Ave NE)

Project #: 2209 Project start: 2022 Design start: March 2023

(M. Ross/R. Crittenden)

Scope ● Schedule ● Budget ● Total Project Budget: \$6,864,826

Phase	Design Phase Funding	Design Phase Spending	Design Progress	
Design	\$920,653	\$922,609		

➤ Project Progress

- Rescinded offer to Super Rents to purchase property rights.
- Re-scoping meeting held 8/26.
- Perteet drafting new scope of work.

➤ Issues and Solutions for Yellow/Red Indicators

- Exploring scope revisions, such as construction of shared use pedestrian and bicycle path only. Impacts scope, schedule, and budget.

➤ Key Upcoming Activities in the next month

- Notify WSDOT and property owners about potential scope change
- Supplemental consultant agreement with Perteet



Funding Sources: Business Tax, Grant, Impact Fees

Program Report – Utilities

Active projects managed by the Construction Division unless otherwise noted

Program Manager: Doug De Vries

Project Name	Phase	Targeted Completion	Project Standing	Budget	Information
Control System and Telemetry Upgrades Phase 2 and Phase 3	Construction	February 2025	●	\$5,205,057	
10,000 Block of Avondale Rd. Erosion	Construction	December 2024	●	\$4,091,986	Joint project with Transportation.
Reservoir Park Water Tank Repairs	Design	September 2025	●	\$735,000	
Evans Creek Relocation	Design	October 2026	●	\$19,003,074	Construction start delayed one year to complete permitting requirements and finish land aquisition
Lift Station Equipment Upgrades Phs 2	Pre-Design	February 2028	●	\$3,526,685	Council awarded design agreement in September
Novelty Hill Advanced Metering Infrastructure	Pre-Design	October 2026	●	\$1,712,649	Project will be managed by Utilities staff
Stormwater Infrastructure Replacement Improvement Project #2 - Sunset Hills Landslide	Initiated	October 2026	●	\$331,834	
Willows Rd. Watermain Extension	Starting Sept-2024	January 2027	●	\$2,936,825	



Control & Telemetry Upgrades, Phases 2 and 3

Project #: 1810 Project start: 2019 Construction start: June 2022

(/M. Haley)

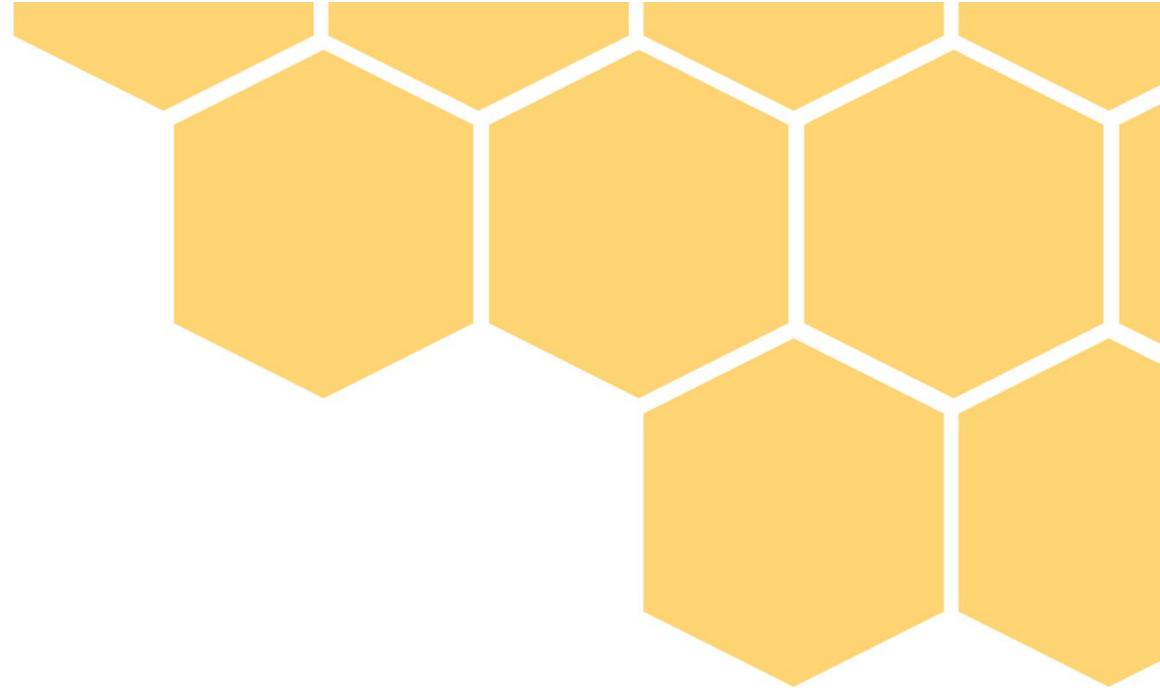
Scope ● Schedule ● Budget ● Total Project Budget: \$5,205,057

Phase	Construction Phase Funding	Construction Phase Spending	Construction Progress	
Construction	\$4,100,057	\$2,709,122	75%	25%
			■ Done	■ Remaining

- **Project Progress**
 - SCADA software and server upgrade complete
 - Telemetry Phase 2 and 3 TSI Submittal review underway
 - All well site upgrades complete
 - Site work on flow station continues this month
- **Issues and Solutions for Yellow/Red Indicators**
 - No issues
- **Key Upcoming Activities in the next month**
 - Equipment production, testing, and installation



Funding Sources: Transportation CIP, Business Tax, Grant, Impact Fees



Capital Division Summary

Summary of Construction Division Projected Milestones

	2024 Q4
Pre-Design Start	<ul style="list-style-type: none"> – ADA Improvements - Facilities Project 1 – Monticello Pond Deep Sediment Removal – Pavement Management – Avondale Rd. (NE 90th St. to Novelty Hill Rd) – 156th Ave NE Shared Use Path (4300 block to 51st St.) – Stormwater Infrastructure Replacement Improvement Project #2 - Sunset Hills Landslide
Design Start	<ul style="list-style-type: none"> – Hardscape Project - Meadow Park Sport Court Replacement – Hardscape Project - Reservoir Park Sport Court Replacement – Turf Replacement Grass Lawn Park Softball Field 1 – Turf Replacement Hartman Park Baseball Infield – Bel-Red Buffered Bike Lanes (30th St. to WLSP) – NE 40th Shared Use Path (163rd Ave to 172nd Ave)
Advertise	<ul style="list-style-type: none"> – Overlake Station Vault – Stormwater Hatch – PPE Management – Storage and Extractors – Fire Station 17 Siding Replacement – Lift Station Equipment Upgrades Phs 2 Public Safety Building Phase 2 (Mechanical and Electrical)
Award	<ul style="list-style-type: none"> – Pavement Management – West Lake Samm. Pkwy. (Marymoor – Leary Way) – PPE Management – Storage and Extractors – Sidewalk Repairs NE 40th St. (156th Ave – Bel-Red Rd.) – Overlake Station Vault – Stormwater Hatch



Summary of Construction Division Projected Milestones

	2024 Q4
Substantial Completion	<ul style="list-style-type: none">- 152nd Ave NE Improvements (24th St. to 28th St.)- Grass Lawn Park Parking Lot Repairs- 10,000 Block of Avondale Rd. Erosion- Electric Vehicle Charging Stations Phase 1
Acceptance	<ul style="list-style-type: none">- 152nd Ave NE Improvements (24th St. to 28th St.)- VFD Pump Replacements- Cycle Track – 156th Ave (NE 28th St. – NE 31st St.)





Thank You

Questions?



2024 Capital Improvements Project List

Completed Projects	Council Acceptance	
Intersection Improvement Project - Redmond Way and East Lake Sammamish Parkway	Approved	Feb-24
Lift Station 13 Replacement and 70th Street Force Main	Approved	Feb-24
Three Rapid Rectangular Flashing Beacon Crosswalks	Approved	Feb-24
Pressure Reducing Valve & Meter Replacement Phase 2	Approved	Apr-24
40th Street Shared Use Path (156th Avenue NE to 163rd Avenue NE)	Approved	Apr-24
Lift Station 5 Upgrades, Lift Station 6, Lift Station 8 Upgrades	Approved	Jul-24
Lift Station 12 Replacement	Approved	Jul-24
Cycle Track - 156th Avenue (NE 28th Street to 31st Street and 36th Street to 40th Street)	Expected	Q4
Redmond Senior and Community Center Rebuild	Expected	2025
MOC Master Plan	Master plan presented Aug-24	

Active Projects - Construction	Contract Award	Targeted Completion
152nd Avenue NE Improvements (24th Street to 28th Street)	Sep-22	Oct-24
Electric Vehicle Charging Stations	Jul-23	Oct-24
Hardscape Project - Grass Lawn Park Parking Lot Repairs	Sep-24	Nov-24
10,000 Block of Avondale Rd. Erosion	May-24	Dec-24
Control System and Telemetry Upgrades Phase 2 and Phase 3	Jun-22	Feb-25
Pavement Management - West Lake Sammamish Parkway (North of Marymoor to Leary Way)	Oct-24	Dec-25
Redmond Central Connector Phase 3	Sep-24	Dec-25

Active Projects - Design	Design Start	Targeted Bid
Event Street Closure (Moved out of the CIP, work will be done by Public Works and Parks Operations)	Apr-24	N/A
NE 70th Street Improvements (Redmond Way to 180th Avenue NE)	Sep-22	TBD
Sidewalk Repair Project - 40th Street (156th Avenue to Bel-Red Road)	Apr-24	Sep-24
Overlake Station Vault - Stormwater Hatch	Aug-24	Nov-24
Fire Station 17 Siding Replacement	May-24	Nov-24
Hardscape Project - Meadow Park Sport Court Replacement	Apr-24	Mar-25
Hardscape Project - Reservoir Park Sport Court Replacement	Apr-24	Mar-25
Lift Station Equipment Upgrades Phs 2	Mar-24	Oct-24
Pavement Management - NE 24th Street (West Lake Sammamish Parkway to 172nd Avenue NE)	May-23	Jan-25
Reservoir Park Water Tank	Dec-23	Mar-25
Sidewalk Repair Projects - 166th Ave NE (80th to 85th St) and Avondale Way (170th Ave to UHR)	Apr-24	Jan-25
Evans Creek Relocation	Apr-19	Mar-25
Turf Replacement Grass Lawn Park Softball Field 1	Jul-24	Feb-25
Turf Replacement Hartman Park Baseball Infield	Jul-24	Feb-25
Bel-Red Buffered Bike Lanes (30th St. to WLSP)	Aug-24	May-25

Projects Starting	Design Start	Targeted Bid
Pavement Management - Avondale Road (NE 90th Street to Novelty Hill Road)	Oct-24	Mar-26
Stormwater Infrastructure Replacement Improvement Project #2 - Sunset Hills Landslide	Oct-24	Dec-25
Monticello Pond Deep Sediment Removal**	Nov-24	Jul-25
ADA Improvements - Facilities Project 1	Nov-24	Sep-25
Pavement Mgmt - 154th Ave NE (Redmond Way to 85th St.)	Nov-24	Mar-26
156th Ave NE Shared Use Path (4300 block to 51st St.)	Nov-24	Mar-27
Willows Rd. Watermain Extension	Dec-24	Dec-25
MOC Campus Redevelopment	Mar-25	Q3 2025

Programatic & Small Works Projects*		
MOC Fuel Tank Removal	Complete	Mar-24
Bridge Deck Overlay - NE 90th Street	Complete	Jul-24
Facilities ADA Improvements		
ADA Improvements - Transportation Curb and Ramps		
Parks ADA Improvements - Parking Lots and Pathways		
PPE Management - Storage and Extractors		
Sustainability Building Automation**		
Public Safety Building - Mechanical and Electrical**		
Sustainability LED Lighting Building Retrofit**		

*Programatic or small works projects take place at various locations. Schedules for these types of projects are often accelerated or do not follow a typical project schedule.
 **Newly added project since last update.



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 10/1/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-468

Type: Committee Memo

Council Policy Proposals Review



Council Policy Proposal

Return this form to Diedra Maher at dmaher@redmond.gov by Wednesday at 5 p.m. the week prior to the Council Study Session. Council Leadership will be alerted there is an item to schedule for consideration at a future Council Talk Time. Attached documentation will be provided to the Clerk for addition to the agenda for all Council Members and the public to review.

Tracking Number 0004 Date of Request 9/18/2024 Requester Jessica Forsythe

Problem Statement Proposal

As a result of multiple vehicles being used to commit crimes by driving into structures and a lack of clarity on how a business owner or party of interest may submit a permit request to temporarily place protective measures in the public right of way, the attached resolution is proposed

Relationship to City Business or Proposed City Business/Services

As laid out by the draft resolution, this proposal is in line with Redmond's Community Strategic Plan, Public Safety goals, Transportation Facilities Plan, and Vision Zero efforts.

Connection to Strategic Plan. Budget Priorities or other Citywide Plans

Choose all that apply or enter plan name

- Diversity, Equity, and Inclusion
- Environmental Sustainability
- Housing Choices
- Infrastructure
- Public Safety
- Healthy and Sustainable
- Safe and Resilient
- Vibrant and Connected
- Strategic and Responsive
- Capital Investment Program

Timing

Consideration and implementation are imperative as we have seen a rise in repeated crime activity using stolen motor vehicles across our region and in particular in our downtown core where the

placement of temporary measures in the public right of way may be beneficial in the prevention of further crimes.

Supporting Documentation

<https://www.redmond.gov/1620/Community-Strategic-Plan>

<https://www.redmond.gov/704/Transportation-Facilities-Plan#:~:text=The%2018%2Dyear%20Transportation%20Facilities,range%20infrastructure%20plan%20for%20transportation.>

<https://www.redmond.gov/1625/Public-Safety>

<https://www.redmond.gov/DocumentCenter/View/24493/RES1559-PDF?bidId=>

See attached PDF for draft resolution.

Councilmember Sponsors (not required)

Cannot be a quorum unless discussed at an open public meeting.

When you submit/email this form to Staff also CC listed co-sponsors for affirmation of their support.

_____ Jessica Forsythe _____
Sponsoring Councilmember

1. Steve Fields _____
Councilmember

2. _____
Councilmember

Post Action (to be completed by Council Leadership)

Referral To Study Session

Committee of the Whole

Staff Review

Add to Priorities List / Ranking _____

No Action

Legal Review

**CITY OF REDMOND
RESOLUTION NO. XXXX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, CLARIFYING COUNCIL INTENT REGARDING THE TRANSPORTATION FACILITIES PLAN, STREET USE, AND RIGHT OF WAY DESIGN; AND REQUESTING PUBLIC WORKS TO PLAN FOR AND IMPLEMENT THIS INTENT

WHEREAS, the City of Redmond has adopted as its #1 public safety objective in the Community Strategic Plan utilizing practices that avoid incarceration, including crime prevention; and

WHEREAS, the City of Redmond has adopted as its #3 public safety objective in the Community Strategic Plan a commitment to Vision Zero and addressing community-driven safety concerns in the public right-of-way; and

WHEREAS, motor vehicle theft rates in the United State have increased 105% since 2019 and are increasingly used in the commission of other crimes; and

WHEREAS, stolen motor vehicles are frequently used to damage or destroy storefronts and other structures, to gain access, and to steal items of value; and

WHEREAS, the City Council finds that, consistent with Public Safety Objective #1 in the Community Strategic Plan, crimes should be prevented rather than resorting to prosecution after being committed, when possible; and

WHEREAS, the City Council finds that, consistent with Public Safety Objective #3 of the Community Strategic Plan, Vision Zero, and the Transportation Facilities Plan, right-of-way and street design can should be used to protect all users of the public right-of-way from out-of-control and malicious drivers and vehicles; and

WHEREAS, the City Council finds that, consistent with Objective #1 of the Community Strategic Plan, the City can and should respond to changes in criminal activity and threats, and use right-of-way design and infrastructure to prevent crimes, when reasonable; and

WHEREAS, the City Council finds that it is an appropriate use of the public right of way to install temporary protective measures when

there is a high public safety threat and/or likelihood of the use of a vehicle for destructive purposes, including threats to the safety of pedestrians, cyclists, and structures; and

WHEREAS, the City Council finds that it is an appropriate use of the public right of way to install permanent protective measures when there is a persistent public safety threat and/or likelihood of the use of a vehicle for destructive purposes, consistent with applicable law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

1. The City Council of the City of Redmond hereby requests that the Department of Public Works:
 - A. Develop a plan and process for the permitting of right-of-way use and modification for the purposes of installing or placing temporary barriers to protect people and structures from vehicles.
 - a. The permitting process shall be designed to be completed on a timeline consistent with the nature threat so that permitting delays shall not present a material risk.
 - B. Develop a plan and process for the permitting of right-of-way use and modification for the purposes of installing or placing permanent barriers and/or deterrents to protect people and structures from vehicles.
 - a. The plan shall specify the City's preferred barrier/deterrence design for applicable zones and street configurations
 - b. The plan shall at minimum provide for the placement of barriers or deterrents that are capable of preventing vehicles from entering sidewalks and other areas reserved primarily for pedestrians.
 - c. The plan shall at minimum provide for the placement of barriers or deterrents that are capable of preventing vehicles from being used to destroy structures or other fixed infrastructure.

- d. The plan shall at minimum provide an approval process for barriers or deterrents not specified in the plan for the purposes of mitigating threats not contemplated by the plan.
2. Development of a permitting plan shall not be a reason to deny a permit prior to the plan's completion.



Council Policy Proposal

Please save as a copy and return this form to Diedra Maher at dmaher@redmond.gov by Wednesday at 5 p.m. the week prior to the Study Session. Council Leadership will be alerted there is an item to schedule for consideration at a future Council Talk Time. This form and any attached documentation will be provided to the City Clerk for addition to the agenda for all Councilmembers and the public to review.

Tracking Number 0005 Date of Request 9/18/2024 Requester Jeralee Anderson

Problem Statement

A clear and concise description of the issue(s) that need(s) to be addressed.

Transportation capital projects (projects involving construction, repair and renovation of public streets, sidewalks and parking facilities) are not included in the scope of the 1% for Arts Resolution (Ord. 1640 adopted June 11, 1991) and are a significant portion of the city’s capital budget and physical public space. Additionally, the Council has adopted a Transportation Benefit District as a funding source for transportation projects without a portion of this new revenue supporting the existing pooled fund for Arts overseen by the Arts Commission.

Proposal

What is being proposed to assist in addressing the issue described in the problem statement?

A **budget proviso** establishing:

A subaccount in the Transportation Benefit District Capital Fund for artworks that provides for a transparent and direct fund transfer to the City’s Arts Activity Fund in the amount of 1% of revenues generated from the TBD. The Arts Activity Fund is overseen by the Arts Commission.

The proviso shall state that intended uses and placement of the TBD originated funds shall be prioritized for transportation projects where space is feasible.

Based on prior conversations the TBD will generate \$11,000,000 per biennium. **A 1% allocation through this proposed proviso would create \$110,000 for Arts every 2 years.**

Relationship to City Business or Proposed City Business/Services

Describe how this will enhance what is already offered and/or what it will provide that is not currently available. Why is this the City’s issue to address? How will this create a more adaptive and resilient organization?

This proposal will help the Public Works Department become an active collaborator and beneficiary in the City’s Arts Program and align with existing city ordinance and intentions established through the 1% for Arts ordinance.

Connection to Strategic Plan and/or Budget Priorities

Choose all that apply or enter plan name

- Diversity, Equity, and Inclusion
- Environmental Sustainability
- Housing Choices
- Infrastructure

- Public Safety
- Other [Click or tap here to enter text.](#)
- Healthy and Sustainable
- Safe and Resilient
- Vibrant and Connected
- Strategic and Responsive
- Capital Investment Program
- Other [Click or tap here to enter text.](#)

Timing

Is this issue time-sensitive? / Are there other timing factors to consider?

Yes, this item should be considered for incorporation in the 2025-2026 budget ordinance.

Supporting Documentation

Are there documents that support your request or that should be considered?

Yes, attached is Ordinance 1640 (received from Kelley Cochran 9/11/2024).

Past review of this ordinance in 2019 by Arts Commission, in pursuit of a Parks request to increase arts allocation from 1% to 1.25% through repeal and replacement (DID NOT PASS COUNCIL)
https://www.redmond.gov/AgendaCenter/ViewFile/Minutes/_04222019-427

Councilmember Sponsors (not required)

Cannot be a quorum unless discussed at an open public meeting.

When you submit/email this form to Staff also CC listed co-sponsors for affirmation of their support.

Anderson

 Sponsoring Councilmember

1. _____ Jessica Forsythe _____
 Councilmember

2. _____
 Councilmember

Post Action (to be completed by Council Leadership)

Referral to: Study Session

Committee of the Whole

Staff Review

Add to Priorities List / Ranking _____

No Action

Legal Review

0020.120.031
JEH/crd
05/15/91
R:06/11/91

1% For the Arts

ORIGINAL

ORDINANCE NO. 1640

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON,
RELATING TO PUBLIC ART.

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON,
HEREBY ORDAINS AS FOLLOWS:

Section 1. Purpose. The City of Redmond recognizes the importance and benefit of providing opportunities for art experiences at public facilities. It is the City's intention to create a variety of cultural opportunities for its citizens and to enhance the cultural environment in the community by encouraging and promoting the creation and placement of public art. A policy is therefore established to pool 1% for the arts funds to be used for works of art at certain public places that will expand citizen's access to public visual art.

Section 2. Definitions. As used in this Ordinance, the following terms have the meanings set forth below:

- A. "Acquisition of Real Property" means the purchase of parcels of land or existing buildings and structures, including associated costs such as appraisals or negotiations.
- B. "Arts Commission" means the Redmond Arts Commission.
- C. "Demolition Costs" means the cost of removing buildings or other structures from the property.
- D. "Equipment" means equipment or furnishings that are portable.

- E. "Qualifying Capital Improvement Project" funded wholly or in part by the City of Redmond and costing \$100,000 or more to construct, renovate or remodel any public building, decorative or commemorative structure, park, or any portion thereof, within the City limits. Projects involving the construction, renovation or repair of public streets, sidewalks and parking facilities are not Qualifying Capital Improvement Projects within the meaning of this ordinance, provided, that where street, sidewalk, or parking facilities construction is an integral and/or incidental part of the construction, renovation or remodel of any public building, decorative or commemorative structure, park, parking facility, or any portion thereof, the cost of the street, sidewalk and parking facilities construction shall be included within the total cost of the Qualifying Capital Improvement Project for purposes of this ordinance.

Section 3. Appropriations. All authorizations and/or appropriations for Qualifying Capital Improvement Projects shall include an amount of not less than one percent (1%) of the total project cost to be set aside for transfer to the Arts Activity Fund.

Section 4. Method of Calculation. For Qualifying Capital Improvement Projects, the minimum amount to be appropriated for art shall be the total project cost divided by 100, except that any City funded amount for the acquisition of real property, demolition, or equipment shall be excluded for the purpose of this calculation. The 1% calculation shall be based on the construction cost identified at the time the project is funded. This shall be a fixed amount and shall not fluctuate with future project budget adjustments. In the event any law, rule, or regulation establishing a source of funds for a

particular project, including but not limited to grants, loans, or assistance from federal, state or other governmental units, prohibits, limits, or excludes art and artworks as a proper expenditure, then the amount of funds from such source shall be excluded from the computation.

Section 5. General Obligation Bond Proceeds. In the case of a city project which involves the use of General Obligation Bond proceeds, funds appropriated shall be used for projects and capital purposes consistent with the resolution(s) or ordinance(s) approved by the City Council and the voters.

Section 6. Uses. The appropriations from Qualifying Capital Improvement Projects shall be pooled into the Arts Activity Fund. The City Council, upon advice and recommendation from the Arts Commission, shall approve, from time to time, the amount to be authorized for 1%-for-the-Arts projects. These funds shall be used for:

A. Selection, acquisition, and installation or display of original works of visual art which may be an integral part of the project, or be placed in, on or about the project or in another public facility;

B. Repairs and maintenance of 1%-for-the-Arts art works;

C. Participation by community members in the creation of works of art funded through the 1%-for-the-Arts program; and

D. Other project specific expenses of selection and acquisition, provided that no part of the funds shall be used to pay administrative staffing expenses of the program.

Section 7. 1% for the Arts Funds. Any unexpended 1% for the Arts funds remaining in the Arts Activity Fund at the end of any budget year shall not be transferred to the general fund or otherwise lapse, but said unexpended funds shall be carried forward from year to year until expended for the purposes set forth in Section 6 of this ordinance, unless otherwise directed by ordinance of the City Council.

Section 8. Arts Commission Responsibilities. Annually, the Arts Commission shall prepare and recommend a 1%-for-the-Arts Project Plan and shall make specific recommendations on the appropriation of 1%-for-the-Arts Funds to the City Council. The Arts Commission shall carry out all necessary tasks and procedures consistent with established arts policies, for the selection, placement, and conservation of art works.

Section 9. 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 10. Effective Date. This ordinance, being an administrative action, is not subject to referendum and shall take effect five (5) days after this ordinance or a summary thereof consisting of the title is published.

APPROVED:


MAYOR, DOREEN MARCHIONE

ATTEST/AUTHENTICATED:

Sandra D. Marini
for CITY CLERK, DORIS SCHAIBLE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY *[Signature]*

FILED WITH THE CITY CLERK: 06-27-91
PASSED BY THE CITY COUNCIL: 07-02-91
PUBLISHED: 07-07-91
EFFECTIVE DATE: 07-12-91
ORDINANCE NO. 1640



Council Policy Proposal

Please save as a copy and return this form to Diedra Maher at dmaher@redmond.gov by Wednesday at 5 p.m. the week prior to the Study Session. Council Leadership will be alerted there is an item to schedule for consideration at a future Council Talk Time. This form and any attached documentation will be provided to the City Clerk for addition to the agenda for all Councilmembers and the public to review.

Tracking Number 0006 Date of Request 9/18/2024 Requester Jeralee Anderson

Problem Statement

A clear and concise description of the issue(s) that need(s) to be addressed.

Council does not have a leadership position responsible for overseeing the records of the Council or external affairs and activities.

At the moment, 6 available leadership positions for 7 councilmembers result in a structural inequity in terms of division of labor and perceived authority.

The Council currently has 4 committees. The Finance Administration and Communications, and this Chair is effectively the Council Treasurer, overseeing the budget process but not the Council records.

In the Council Rules of Procedure, Section C, Roles & Responsibilities, the Council President has significant duties and only one other assistant (Council Vice President). None of these roles as described, including Committee Chair roles, address records or external affairs like events or ombudsperson.

Proposal

What is being proposed to assist in addressing the issue described in the problem statement?

Addition to Rules of Procedure Section 3, Members B. Officers and addition to Appendix C, Roles & Responsibilities new item (i) to be renumbered accordingly as follows.

B. Officers

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

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

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

Appendix C

DUTIES OF THE COUNCIL SECRETARY

- Review minutes of past meetings prior to their inclusion in the business meeting agenda for approval.
- Oversee the distribution of agendas and minutes of Council subcommittee and leadership meetings
- Coordinating community service events for Council participation
- Fielding requests for Council appearances in line with Council's annual goals
- Responses to community comments and policy complaints (ombudsperson), and
- Monthly newsletter communications on behalf of Council in cooperation with city staff.

- g. **Other external affairs, as needed.**

Relationship to City Business or Proposed City Business/Services

Describe how this will enhance what is already offered and/or what it will provide that is not currently available. Why is this the City's issue to address? How will this create a more adaptive and resilient organization?

This proposal relates to shared leadership, equitable distribution of power, learning, and empowerment as well as good governance principles for the Council itself. For the past four years, Councilmembers have stated a commitment to improved community engagement in the Community Strategic Plan without a designated point of contact on the Council to oversee its own success in this commitment.

Connection to Strategic Plan and/or Budget Priorities

Choose all that apply or enter plan name

- Diversity, Equity, and Inclusion
- Environmental Sustainability
- Housing Choices
- Infrastructure
- Public Safety
- Other Council Strategic Plan on Community Engagement
- Healthy and Sustainable
- Safe and Resilient
- Vibrant and Connected
- Strategic and Responsive
- Capital Investment Program
- Other [Click or tap here to enter text.](#)

Timing

Is this issue time-sensitive? / Are there other timing factors to consider?

Yes, this item should be considered as soon as possible since it has to do with recordkeeping and community engagement.

Supporting Documentation

Are there documents that support your request or that should be considered?

In 2020/2021, the Council updated the code to remove the Regional Affairs Committee and reorganize the other four committee scopes in the code. Since 2018, the Regional Affairs Committee did not have an appointed chairperson and did not meet regularly, and leadership was distributed inequitably among Councilmembers (7 positions for 7 councilmembers). Removal of the Regional Affairs Committee resulted in a structural inequity (6 positions for 7 councilmembers).

Council maintains an informal "ombudsperson" role that divides the tasks for this role among all members, except for the Council President and Council Vice President. For this proposal, the Council Secretary could manage and oversee this division of labor as-is (send reminders, help with follow-ups etc.).

In 2024, Council established three-person subcommittees as well to work on specific Council projects from the retreat but no specific records of meetings of these groups are shared. A Council Secretary would be responsible for oversight and distribution of records of these subcommittees prior to council action.

Councilmember Sponsors (not required)

Cannot be a quorum unless discussed at an open public meeting.

When you submit/email this form to Staff also CC listed co-sponsors for affirmation of their support.

Anderson

Sponsoring Councilmember

1. Salahuddin _____
Councilmember

2. _____
Councilmember

Post Action (to be completed by Council Leadership)

Referral to: Study Session

Staff Review

No Action

Committee of the Whole

Add to Priorities List / Ranking _____

Legal Review



Council Policy Proposal

Please save as a copy and return this form to Diedra Maher at dmaher@redmond.gov by Wednesday at 5 p.m. the week prior to the Study Session. Council Leadership will be alerted there is an item to schedule for consideration at a future Council Talk Time. This form and any attached documentation will be provided to the City Clerk for addition to the agenda for all Councilmembers and the public to review.

Tracking Number 0007 Date of Request 9/18/2024 Requester Jeralee Anderson

Problem Statement

A clear and concise description of the issue(s) that need(s) to be addressed.

Explore the potential operational and management efficiencies for Redmond’s participation as Lead Agency in a Regional Fire Authority, including setting the groundwork for governance, finance, and labor engagement and a potential ballot strategy with partner agencies and locals at Bellevue, Kirkland, Fire District 34, and Eastside Fire & Rescue.

Proposal

What is being proposed to assist in addressing the issue described in the problem statement?

An budget allocation of \$250,000 for consulting, legal and administrative expenses for the purpose of establishing a Regional Fire Authority where Redmond is the Lead Agency coordinating participating agencies and managing payments.

Relationship to City Business or Proposed City Business/Services

Describe how this will enhance what is already offered and/or what it will provide that is not currently available. Why is this the City’s issue to address? How will this create a more adaptive and resilient organization?

- From a management and operational perspective, the formation of an RFA offers several key advantages:
- **Shared Training and Resources:** One of the most compelling aspects is pooling training resources and expertise across departments, leading to higher training standards and more efficient resource allocation, including REDI implementation.
 - **Operational Efficiency:** A unified management structure will streamline decision-making, resource deployment, and long-term strategic planning. This will allow the City and partner agencies to optimize the use of personnel and equipment, improving overall emergency response capabilities while reducing duplication of effort.
 - **Financial Stability:** A dedicated and predictable revenue stream will ensure that we can continue to invest in critical areas such as personnel, equipment, and infrastructure, securing long-term stability for fire and emergency services across all participating communities.
 - **Union Merger Considerations:** The unions will play an integral role in this transition. Conversations around merging or unifying contracts within the RFA structure have already begun, and the City is committed to maintaining robust management rights while working collaboratively with labor organizations.

Connection to Strategic Plan and/or Budget Priorities

Choose all that apply or enter plan name

- Diversity, Equity, and Inclusion
- Environmental Sustainability
- Housing Choices
- Infrastructure
- Public Safety
- Other [Click or tap here to enter text.](#)
- Healthy and Sustainable
- Safe and Resilient
- Vibrant and Connected
- Strategic and Responsive
- Capital Investment Program
- Other [Click or tap here to enter text.](#)

Timing

Is this issue time-sensitive? / Are there other timing factors to consider?

This issue is requested for consideration in the 2025-2026 budget.

Supporting Documentation

Are there documents that support your request or that should be considered?

Staff will provide a brief presentation and materials related to initial work on this topic that is previously completed and can be shared with Council when this item is scheduled.

Councilmember Sponsors (not required)

Cannot be a quorum unless discussed at an open public meeting.

When you submit/email this form to Staff also CC listed co-sponsors for affirmation of their support.

Anderson

 Sponsoring Councilmember

1. _____
 Councilmember

2. _____
 Councilmember

Post Action (to be completed by Council Leadership)

- Referral to: Study Session
- Staff Review
- No Action

- Committee of the Whole
- Add to Priorities List / Ranking _____
- Legal Review



Council Policy Proposal

Return this form to Diedra Maher at dmaher@redmond.gov by Wednesday at 5 p.m. the week prior to the Council Study Session. Council Leadership will be alerted there is an item to schedule for consideration at a future Council Talk Time. Attached documentation will be provided to the Clerk for addition to the agenda for all Council Members and the public to review.

Tracking Number 0008 Date of Request 9/18/2024 Requester CP Vanessa Kritzer & CVP Jessica Forsythe

Problem Statement

A clear and concise description of the issue(s) that need(s) to be addressed.

In July 2022, the Council created a new chapter in the Redmond Municipal Code related to tenant protections. Since that time we have heard concerns raised by renters in our community around the implementation of current policies and adherence to those policies by landlords. We have also heard requests for more education and outreach around existing policies to be more easily available to renters and landlords in Redmond.

Proposal

What is being proposed to assist in addressing the issue described in the problem statement?

This proposal is to study policy changes to address issues raised to us by the public in the past two years since the passage of our original tenant protections. We ask for council approval to seek staff and legal review to assess proposed policy changes that are possible within city jurisdiction. We will then bring recommended policies for a study session in early 2025 followed by a public hearing to allow us to hear community feedback on the specific proposals that council decides to pursue.

Policies to be studied include:

- Just Cause Eviction “Loophole” – Other jurisdictions such as King County, Kenmore, and Seattle have policies that state that landlords shall not evict a tenant, refuse to continue a tenancy, or terminate a tenancy except for the just causes allowed under state law or enumerated in city/county policy.
- Prohibiting Unfair or Abusive Actions or Deceptive Acts or Practices – King County has this section in their policy specifically prohibiting unfair or abusive practices to aid in enforcement of tenant protection provisions.
- Loopholes of current code – These include lack of specificity on whether:
 - Month-to-month is covered in notice requirements;
 - Terms of lease be included in notice;
 - Fees should be included in notice;

- There is a specific time in which a landlord may require a tenant to respond confirming their lease renewal following notice.
- Right to move – The City of Burien allows a tenant faced with a significant rent increase to leave a lease early: “In the event of such an increase, the tenant may terminate the tenancy immediately upon surrendering the dwelling unit before the increase takes effect. The tenant shall only owe pro rata rent through the date the premises are surrendered. Any notice increasing the current rent shall inform the tenant that they may terminate the tenancy at any time and owe pro rata rent through the date the tenant surrenders the dwelling unit.” (BMC 5.63.100)
- Info packet for new tenants outlining code and other relevant City information – We will review options for ways to ensure that people know about their rights as renters upon moving into the city as well as other relevant city service information.

Relationship to City Business or Proposed City Business/Services

Describe how this will enhance what is already offered and/or what it will provide that is not currently available. Why is this the City’s issue to address? How will this create a more adaptive and resilient organization?

Renters in our community have raised issues with our current policies with our council over the past two years and it is incumbent upon us to address these concerns to advance our housing security goals laid out in the Housing Action Plan and Comprehensive Plan.

Connection to Strategic Plan and/or Budget Priorities

Choose all that apply or enter plan name

- Diversity, Equity, and Inclusion
- Environmental Sustainability
- Housing Choices
- Infrastructure
- Public Safety
- Healthy and Sustainable
- Safe and Resilient
- Vibrant and Connected
- Strategic and Responsive
- Capital Investment Program

Timing

Is this issue time sensitive, are there other timing factors to consider?

We would like to get the research started this fall so we can advance this in the first quarter of the year with the Council. The longer we wait on updating these protections, the longer our constituents will face housing challenges that could have been addressed sooner.

Supporting Documentation

Are there documents that support your request or that should be considered?

[King County Policies](#)

[Seattle Policies](#)
[Kenmore Policies](#)
[Burien Policies](#)

Councilmember Sponsors (not required)

Cannot be a quorum unless discussed at an open public meeting.

When you submit/email this form to Staff also CC listed co-sponsors for affirmation of their support.

____Vanessa Kritzer____
Sponsoring Councilmember

1. _____Jessica Forsythe_____
Councilmember

2. _____
Councilmember

Post Action (to be completed by Council Leadership)

Referral To Study Session

Committee of the Whole

Staff Review

Add to Priorities List / Ranking _____

No Action

Legal Review

AM SIGNAL HARDWARE SALES AGREEMENT

This Hardware Sales Agreement (the "Agreement") is made and effective as of the date of the last signature below by and

BETWEEN: AM Signal ("Vendor"), with its head office located at:
8100 Southpark Way, Unit A10
Littleton CO 80134

AND: **City of Redmond, Washington** (the "Customer"), with its primary office located at:
15670 NE 85th Street
Redmond, WA 98073.

hereinafter be referred to cumulatively as the "Parties" and singularly as the "Party".

RECITALS

This Agreement sets forth the terms and conditions under which Vendor will provide Customer with certain hardware that was proposed in RFP-10807-24 for Multimodal Detection and Analytics System.

WHEREAS, Vendor is a third-party reseller and provider of support for certain traffic management Hardware and related documentation;

WHEREAS Customer wishes to acquire to Vendor's Hardware and associated deployment services under the terms and conditions set forth in this Agreement;

WHEREAS Customer and Vendor intend to enter into a separate Hardware Operation & Maintenance and Support Services Agreement as outlined in Exhibit X attached; and

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. COMPENSATION AND FEES

Customer agrees to pay the undisputed fees and other charges in accordance with the schedule set forth in Exhibit Y.1 and Exhibit Y.2 of this Agreement. First year fees shall be paid within 30 days of the effective date of this Agreement, and annually within 30 days of the annual subscription renewal date.

2. DESCRIPTION OF SERVICES

Vendor will perform deployment services stated in Exhibit Z to this Agreement.

Vendor will facilitate the use of the Miovision web portal.

Vendor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Hardware if the Customer has made changes to the system hardware configuration which changes affect the performance of the Hardware and were made without prior notification and written approval by Vendor.

3. CUSTOMER'S RIGHTS AND OBLIGATIONS

Customer agrees that it shall:

- Comply with all applicable laws and regulations with respect to its activities under this Agreement.
- Comply with the Miovision web portal Terms of Use policy, located at <https://miovision.com/legal/terms-of-use>, hereby incorporated into this Agreement by reference.

4. REPRESENTATIONS

Vendor hereby represents to Customer that:

- A. Vendor is reseller of certain hardware and has the authority to enter into this Agreement.
- B. Vendor will not enter into any agreement with any third party which would affect Customer's rights under this Agreement, or bind Customer to any third party, without Customer's prior written consent.

To the extent permitted by applicable statutory law, Vendor makes no other representation, either expressed or implied, with respect to the Hardware.

5. WARRANTY

- A. Vendor warrants that it will perform the Support Services and/or Deployment Services in a professional, workmanlike manner, consistent with generally accepted industry practice. In the event of a breach of the foregoing warranty, Vendor's sole obligation, and Customer's exclusive remedy, shall be for Vendor to re-perform the applicable Support Services and/or Deployment Services.

- B. Limited Product Performance Warranty. Vendor warrants that during the applicable Term, the Hardware, in the form provided by Vendor, will perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty, Vendor's sole obligation, and Customer's exclusive remedy shall be for Vendor to (i) act on Customer's behalf in correcting any failures or replacing any defective Hardware per the Miovision Hardware Support Policy as incorporated in Exhibit X or (ii) if Vendor is unable to provide such a correction within thirty (30) days of receipt of notice of the applicable non-conformity, Customer may elect to terminate this Agreement, and Vendor will promptly refund to Customer any pre-paid, unused fees paid by Customer to Vendor. The warranty set forth in this Section does not apply to the Hardware: (a) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or the Documentation; or (b) is used in a way not meeting specifications identified by Vendor in the Documentation. Additionally, the warranties set forth herein only apply when notice of a warranty claim is provided to Vendor during the term of this Agreement.
- C. Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTIONS 5(A) and 5(B) ABOVE, THE HARDWARE, DEPLOYMENT SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND VENDOR MAKES NO ADDITIONAL WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE HARDWARE, DEPLOYMENT SERVICES AND/OR SUPPORT SERVICES OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VENDOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT ARE NOT DESIGNED OR INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT, WEAPONS SYSTEMS, OR LIFE SUPPORT SYSTEMS.

6. TERM AND TERMINATION

This Agreement shall continue in effect from the date this Agreement is executed by both parties for a one-year period, and thereafter shall renew automatically for successive one-year periods unless either party gives the other party written notice of its intent not to renew the Agreement at least 60 days prior to a renewal.

Either party shall have the right to immediately terminate this Agreement if the other party fails to perform any obligation required under this Agreement

In the event of such termination, Vendor will be paid for the value of the hardware delivered to the date of termination and upon such payment, all obligations of the Customer to Vendor under this agreement will cease.

7. CONFIDENTIALITY

Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes, or procedures or any other confidential, financial, or business information of the other party which it learns during its performance of this Agreement,

without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement.

Vendor recognizes the Customer is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this Agreement is intended to prevent the Customer's compliance with the Public Records Act, and Customer shall not be liable to Vendor due to Customer's compliance with any law or court order requiring the release of public records.

8. ASSIGNMENT

Customer may not assign this Agreement or any of the rights granted by Vendor hereunder, in whole or in part, without the prior written consent of Vendor, and any attempt to do so shall be void. Vendor shall not assign this Agreement without Customer's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall have all the rights and obligations of the assigning party set forth in this Agreement. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

9. INDEMNITY

Vendor agrees to indemnify Customer and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that Customer's use or possession of the Hardware or Documentation infringes or violates the copyright, trade secret or other proprietary right of any third party. Vendor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided Customer gives Vendor prompt notice of any such claim of which it learns. No settlement which prevents Customer from continuing to use the Hardware as provided herein shall be made without Customer's prior written consent. In all events, Customer shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing provided that such participation shall be entirely at Customer's expense.

Vendor shall have no liability for any claim based on (a) a modification of the Hardware not authorized by Vendor, or (b) use of the Hardware other than in accordance with the Documentation and this Agreement.

10. ATTORNEY FEES

If any legal action is necessary to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.

11. LIMITED LIABILITY

- A. This Agreement does not include repair services due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other case originating by reason of other than normal operation of the Hardware, or the Customers negligence or misuse of the Hardware.

12. NOTICE

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by notice to the other party, or by electronic mail to:

Vendor Email: Bids@amsignal.com.

Customer Email: PWAdminStaff@redmond.gov.

13. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Washington. Vendor consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of Washington, and Vendor consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

14. SEVERABILITY

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

15. NO WAIVER

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

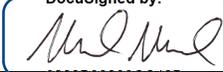
16. COMPLETE AGREEMENT

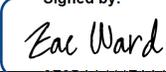
This Agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified except in a writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

CUSTOMER

VENDOR

DocuSigned by:

6222B98288C42B
Authorized Signature

Signed by:

8E3DA444EA42C
Authorized Signature

Michael Marchand Chief Information officer

Zac Ward, Vice President of Sales

Printed Name and Title

Printed Name and Title

9/3/2024

9/3/2024

Date

Date

EXHIBIT X

HARDWARE AND SOFTWARE SUPPORT SERVICES PROVIDED

The following Miovision support related Policies are incorporated by reference into this Agreement

- Miovision's Hardware and Software Support Policy located at <https://miovision.com/legal/policies/hardware-warranty/>



EXHIBIT Y.1 – COMPENSATION AND FEES

City of Redmond, WA

Re: Multimodal Detection and Analytics System

System includes system testing, software installation, integration, deployment, training, technical support and remote over the air software updates.

*Price for (1) additional System beyond the 10 identified is \$19,025.00

QTY	DESCRIPTION	PRICE	TOTAL
10	Miovision SmartView 360 Camera V1.1 Heated Bell Includes a Pelco SM SWMPAGY-3862 Mount and 250’ Of Catv-5e 350 MHz Poly Jacket Data Cable, Gel Core	\$2,447.00	\$24,470.00
10	Miovision Core DCM (NA) – Discrete Miovision Core wireless connectivity, telemetry and sensor platform with Detection and Counts Hardware Module (DCM).	\$11,995.00	\$119,950.00
10	Miovision Detection - Video Detection License to enable detection and actuation capability and configuration	\$4,295.00	\$42,950.00
		SUB TOTAL	187,370.00
		TOTAL TAX	14,875.26
		Split tax cost	<u>(7,437.63)</u>
		TOTAL	<u>194,807.63</u>

PAYMENT SCHEDULE	Miovision System for (10) intersections	Confirmed delivery of equipment in acceptable condition	Equipment install complete	System integration complete	Software license activated and system function is acceptable	Training complete
AMS Pymt Schedule	Total	65%	15%	10%	5%	5%
Mio 360 Camera, Mount & Cable	24,470.00	15,905.50	3,670.50	2,447.00	1,223.50	1,223.50
Mio Core DCM	119,950.00	77,967.50	17,992.50	11,995.00	5,997.50	5,997.50
Mio Detection	42,950.00	27,917.50	6,442.50	4,295.00	2,147.50	2,147.50
Adjustment Amount to split tax expense	7,437.63	4,834.46	1,115.64	743.76	371.88	371.88
TOTAL	194,807.63	126,624.96	29,221.14	19,480.76	9,740.38	9,740.38

The City of Redmond agrees to install equipment at 10 locations within 6 weeks of confirmed acceptable delivery. The City guarantees that the remaining balance will be paid within 49 days following confirmation of acceptable delivery. Configuration and software deployment will be ready to be completed immediately after cameras are mounted and powered.



EXHIBIT Y.2 – COMPENSATION AND FEES FOR OPTIONAL AND ADDITIONAL MIOVISION SYSTEMS

City of Redmond, WA

Re: Multimodal Detection and Analytics System – Optional and Additional Systems

System includes system testing, software installation, integration, deployment, training, technical support and remote over the air software updates.

QTY	DESCRIPTION	PRICE	TOTAL
9	Miovision SmartView 360 Camera V1.1 Heated Bell Includes a Pelco SM SWMPAGY-3862 Mount and 250' Of Catv-5e 350 MHz Poly Jacket Data Cable, Gel Core	\$2,447.00	\$22,023.00
9	Miovision Core DCM (NA) – Discrete Miovision Core wireless connectivity, telemetry and sensor platform with Detection and Counts Hardware Module (DCM).	\$11,995.00	\$107,955.00
9	Miovision Detection - Video Detection License to enable detection and actuation capability and configuration	\$4,295.00	\$38,655.00
7	Miovision Detection Plus Upgrade Miovision Detection Plus Video detection license to enable detection and actuation capability and configuration. The Detection Plus License includes access to rolling 365-day Turning Movement Counts available for CSV export, and the following detection metrics: Arrivals on Red, Arrivals on Green, Occupancy Ratio and Phase Interval.	\$3,900.00	\$27,300.00
		SUB TOTAL	195,933.00
		TOTAL TAX	13,387.73
		Split Tax Cost	(6,693.865)
		TOTAL	<u>202,626.87</u>

PAYMENT SCHEDULE	Add'l & Optional Miovision Systems	Confirmed delivery of equipment in acceptable condition	Equipment install complete	System integration complete	Software license activated and system function is acceptable	Training complete
AMS Pymt Schedule	Total	65%	15%	10%	5%	5%
Mio 360 Camera, Mount & Cable	22,023.00	14,314.95	3,303.45	2,202.30	1,101.15	1,101.15
Mio Core DCM	107,955.00	70,170.75	16,193.25	10,795.50	5,397.75	5,397.75
Mio Detection	38,655.00	25,125.75	5,798.25	3,865.50	1,932.75	1,932.75
Mio Detection Plus Upgrade	27,300.00	17,745.00	4,095.00	2,730.00	1,365.00	1,365.00
Adjustment Amount to split tax expense	6,693.865	4,351.01	1,004.08	669.39	334.69	334.69
TOTAL	202,626.87	131,707.46	30,394.03	20,262.69	10,131.34	10,131.34

The City of Redmond agrees to install equipment at 9 locations within 6 weeks of confirmed acceptable delivery. The City guarantees that the remaining balance will be paid within 49 days following confirmation of acceptable delivery. Configuration and software deployment will be ready to be completed immediately after cameras are mounted and powered.



EXHIBIT Z – SCOPE OF WORK AND SCHEDULE

TASK 1 – EQUIPMENT INSTALLATION EVALUATION

Considering each intersection's unique criteria, including pole heights and lane widths, among other factors, AM Signal is committed to custom designing a Miovision Detection System for each specific intersection on this project. Our approach includes evaluating each specific location, with detailed drawings indicating optimal camera placements, necessary mounting hardware, and the potential need for multiple cameras. Leveraging a 360-degree camera, we ensure complete detection of every approach of an intersection. In rare cases when a large intersection may require more coverage, our technical team will assess the needs and benefits of deploying two cameras. Cameras are strategically mounted on vertical poles, typically positioned about 25-30ft high, projecting into the middle of the intersection to capture all vehicle, bicycle, and pedestrian movements. Our goal is to provide tailored solutions that optimize traffic management and safety at every intersection.

TASK 2 – TRAFFIC SIGNAL CABINET REVIEW

Following our thorough review of the specifications, we confirm that our proposed system complies with the stated requirements regarding the operation with the existing NEMA TS2 Type 1 traffic signal cabinets. We understand the importance of compatibility and will ensure that our proposed Multimodal Detection and Analytics system aligns with the existing traffic signal controllers as well as any ASCT System Integrator proposed traffic signal controllers.

TASK 3 – SYSTEM INSTALLATION, INTEGRATION, AND DEPLOYMENT

First, AM Signal's Project Manager, Ben Thurkill, alongside our technical team, will have an initial meeting with the City for a project kick-off and to go over site surveys for all locations. At this time, we will also discuss any variances from the assumptions made in this proposal. We can also meet with the City's staff to address any initial questions, clarifications, or concerns.

Once all the necessary equipment and software have been procured, the third-party installation will begin (installation not provided by AM Signal). The AM Signal and Miovision team will be on-site for the initial 2-3 site installations and training, and available remotely for the remainder. A typical installation to include the 360-degree camera takes less than three hours to complete after wire has been pulled. We have a checklist of phasing, outputs, IP addresses, etc. that is preprogrammed per intersection before each installation, so things go quickly and smoothly out in the field.

Quality Control

AM Signal brings all hardware and software in house to burn-in the equipment and program the individual intersection to ensure quality control prior to field installation.

The final system will be tested, evaluated, and operated for an acceptance period following the quality control and acceptance plan developed by AM Signal and the City.

TASK 4 – SYSTEM TESTING AND ACCEPTANCE

The final system will be tested, evaluated, and operated for an acceptance period following the quality control and acceptance plan. AM Signal will work with the City to create a testing / acceptance procedure for the new system that is agreed upon by both parties. The test plan will reflect all standards set forth by the City and will be properly documented in an approved format. Furthermore, any issues that arise during testing will also be documented in a pre-approved format and submitted to the City for approval prior to taking action to correct the issue and afterward, the solution will be documented and filed.

TASK 5 - TRAINING

As shown in the “proposed schedule”, we will conduct training upon receipt of equipment. We can discuss the training plan to the City early in the project to put together a training schedule that will work best for the City of Redmond. We would like to conduct basic training prior to installation of the system. In our experience, on-the-job training is more effective when the information has been presented beforehand. Training shall cover functionality, theory of operation, installation, operation, testing, maintenance, troubleshooting, repair, and performance and operating parameters. AM Signal offers unlimited training to as many City employees as needed and as often as needed. AM Signal will provide all training materials necessary, including manuals in print and electronic copies.

TASK 6 – TECHNICAL SUPPORT AND WARRANTY

AM Signal’s mission is to provide superior service and quality products in a timely manner. We can respond quickly and effectively should un-anticipated support or maintenance issues arise. We work as a team to respond to customer calls and inquiries and as an extension to the agency’s staff to provide realistic delivery dates and timely responses to critical issues. Our team is committed to quick response and will respond to service requests within one business day if not the same day. To promptly service the City of Redmond, we can use phone or internet meeting technology to remotely support questions or problems that arise. If a problem cannot be accurately diagnosed or fixed over the phone, one of our highly trained staff will provide onsite support to the City.

Support Team

To better support the Agency, we have an expert team of field support staff and technicians. In AM Signal’s experience on-site support is rarely needed; phone calls or digital correspondence can resolve most issues that might occur. We understand that although not directly related, issues may arise where our equipment interfaces with other manufacturers’ products and that our staff’s time may be required to help troubleshoot or support those issues.

If an issue is found, City staff can call AM Signal’s dedicated project manager. In the event AM Signal cannot resolve an issue in-house, we have top-of-the-line support directly through Miovision to find resolution as quickly and effectively as possible.

Expected response times:

- **Reply:** 24 Business Hours but usually same day

Expected Critical response times:

- **Reply:** 2-4 Business Hours

Hours of response:

- **Reply:** Monday through Friday from 7:00am to 4:00pm PT

PROJECT SCHEDULE

Upon Notice to Proceed, Miovision can deliver material within 30 days in order to installation of the detection systems. Once cameras have been installed and wire pulled (by third party installers), AM Signal can commission 2-3 intersections per day.

AM Signal is prepared to have an updated project schedule created within one week of the notice to proceed. AM Signal will draw upon its past project experiences to create a realistic and obtainable schedule that the City and AM Signal can mutually agree upon. A proposed schedule has been provided below.

Task	Duration	12 Weeks (Mon-Fri)											
		1 Week	2 Week	3 Week	4 Week	5 Week	6 Week	7 Week	8 Week	9 Week	10 Week	11 Week	12 Week
<u>Notice to Proceed</u>	0 Days	○											
1.0 Kick Off Meeting	0 Days	△											
2.0 Project Start	0 Days					○							
3.0 Project Management Meetings	6 Weeks or as needed			■						■			
4.0 Procurement / Quality Control	4 Weeks		■										
5.0 Third Party Installation	6 Weeks					■							
6.0 Integration	1 Week										■		
7.0 Training Hardware/Software	12 Hours or as needed											■	
8.0 Commissioning	1 Week											■	
8.0 Project completion	8 Weeks												○

**FIRST AMENDMENT TO Q-FREE HARDWARE
AND SOFTWARE SALES AGREEMENT**

THIS FIRST AMENDMENT (“Amendment”) amends the Agreement for hardware and software (“Agreement”) entered into between the City of Redmond (“City”), and Q-Free America Inc., (“Q-Free”). The City and Q-Free are individually a party and collectively the parties.

RECITALS

A. The parties entered into the Agreement effective August 30, 2024. The Agreement the provision of certain hardware and software sales by Q-Free to the City.

B. As part of the provision of services under the Agreement, Q-Free will provide consulting services to the City and the parties desire to modify the Agreement to incorporate provisions regarding the provision of consulting services.

C. The parties also desire to include an exhibit that sets forth the specifications for the hardware to be installed.

D. The parties agree to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Section 12 of the Agreement Amended. Section 12 is hereby deleted in its entirety and replaced as follows:

A. Q-Free agrees to indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to tangible property, arising out of any willful misconduct or negligent act, error, or omission of Q-Free, its officers, agents, subconsultants or employees, in connection with the Services required by this Agreement, provided, however, that:

i. Q-Free’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

ii. Q-Free’s obligations to indemnify and defend for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of Q-Free and the City, or of Q-Free and a third party other than an officer, agent, subconsultant or employee of Q-Free, shall apply only to the extent of the negligence or willful misconduct of Q-Free.

B. In addition to Q-Free’s obligations under Section 12(A) above, Q-Free shall indemnify the City and its directors, officers, employees, agents and other representatives against any damages finally awarded by a court in connection with Claims made or alleged against the City by a third party that the services, software or deliverables infringes a U.S. patent, copyright

or other intellectual property rights of any third party. The foregoing indemnification obligation does not apply to any claims or losses arising out of or relating to any:

- i. access to or use of the software in combination with any hardware, system, software, network or other materials or service not provided or authorized by this Agreement or otherwise in writing by Q-Free; or
- ii. modification of the software other than: (a) by or on behalf of Q-Free; or (b) with Q-Free's written approval or in accordance with Q-Free's written specifications.

C. If any of the services, software or deliverables are, or in Q-Free's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party intellectual property right, or if the City's use of the services, software or deliverables is enjoined or threatened to be enjoined, Q-Free may, at its option and sole cost and expense:

- i. obtain the right for City to continue to use the Services, Software and Deliverables materially as contemplated by this agreement;
- ii. modify or replace the services, software and deliverables, in whole or in part, to seek to make the services, software and deliverables (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality; or
- iii. by written notice to the City, terminate this Agreement with respect to all or part of the services, software and deliverables, and require the City to immediately cease any use of the services, software and deliverables or any specified part or feature thereof, provided that if such termination occurs, Q-Free shall refund any prepaid fees to City and provide transition services free of charge.
- iv. The foregoing sections C(i)-(iii) state the entire liability and obligations of Q-Free and the exclusive remedy of the City with respect to infringement Claims described in section B.

2. New Sections Added. The following are added as new sections to the Agreement:

Section 21. Retention of Consultant – Scope of Work. The City hereby retains Q-Free to provide professional services as defined in this agreement and as necessary to accomplish the schedule and scope of work attached hereto as **Exhibit C** and incorporated herein by this reference as if set forth in full. Q-Free shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement. Q-Free shall not begin any work under the terms of this agreement until authorized in writing by the City. A failure to complete the work according to **Exhibit C**, except where such failure is due to circumstances beyond the control of Q-Free, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to Q-Free, but shall 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 Q-Free. All such extensions shall be in writing and shall be executed by both parties.

Section 22. Changes in Work. Q-Free shall make such changes and revisions in the complete work provided by this Agreement as may be necessary to correct errors made by Q-Free and appearing therein when required to do so by the City. “Error” means failure of work to conform to express contract requirements. Q-Free 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, Q-Free 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 23.

Section 23. 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. Q-Free 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 at any time before final payment of the agreement.
- C. 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.

Section 24. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by Q-Free under this agreement shall become the property of the City upon payment of Q-Free’s fees and charges therefore, unless such items are derivative works of intellectual property developed at Q-Free’s expense, in which case ownership of such work products shall remain with Q-Free and the City will receive a license in such work products that is commensurate with the City’s license in the intellectual property from which the work product is derived. 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 Q-Free.

Section 25. Independent Consultant. Q-Free is an independent consultant for the performance of services under this agreement. The City shall not be liable for, nor obligated to pay to Q-Free, or any employee of Q-Free, 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 Q-Free which may arise as an incident of Q-Free performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by Q-Free.

Section 26. Insurance.

Prior to commencing the services outlined in Exhibit C, Q-Free shall procure and maintain at its sole cost and expense at least the following insurance covering its obligations under this agreement.

A. Insurance Coverages:

i. Worker's compensation and employer's liability insurance as required by the State of Washington;

ii. 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;

iii. Professional Liability/Errors and Omissions Insurance (including Technology Errors and Omissions) of at least \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

B. 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.

C. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance and the cyber liability insurance, the City will be named on all insurance as an additional insured. Q-Free 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 Q-Free's negligence, Q-Free'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 Q-Free's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement.

Section 27. Records. Q-Free shall keep all records related to this agreement for a period of three years following completion of the work for which Q-Free is retained. Q-Free 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 Q-Free. Upon request, Q-Free will provide the City with reproducible copies (which may be electronic) of any such records. The copies will be provided without cost if required to substantiate any billing of Q-Free, but Q-Free may charge the City for copies requested for any other purpose.

Section 28. Reserved.

Section 29. Non-Discrimination. Q-Free agrees not to discriminate against any customer, employee or applicant for employment, subconsultant, 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. Q-Free understands that if it violates this provision, this Agreement may be terminated by the City and that Q-Free may be barred from performing any services for the City now or in the future.

Section 30. Compliance and Governing Law. Q-Free 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.

Section 31. Subcontracting or Assignment. Q-Free 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.

Section 32. 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 Q-Free for any breach of the agreement by Q-Free, or for failure of Q-Free 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.

3. New Exhibit Added. A new exhibit E is added regarding system requirements.
4. Other Provisions Not Affected. Except as expressly amended herein, all provisions of the Agreement remain unchanged and in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts each of which is an original and all of which shall constitute a single agreement.

EXECUTED by the parties on the dates set forth below.

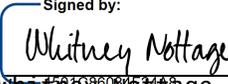
<p>CITY OF REDMOND</p> <hr/> <p>Angela Birney, Mayor</p> <p>Date: _____</p>	<p>Q-Free</p> <p>Signed by:</p> <p></p> <p>Whitney Nottage Chief Operations Officer</p> <p>Date: 9/20/2024</p>
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Exhibit E: System Requirements

System Req Reference #	System Requirement Statement	Mandatory (M) Desirable (D)	Status # (1, 2, 3, 4)	Requirement Status Explanation
1 Network Characteristics				
1.0-1	The ASCT shall control a minimum 12 traffic signals concurrently that are owned and operated by the City of Redmond. The ASCT may be expanded to an additional 13 traffic signals.	M	1	MAXTIME adaptive has been demonstrated on systems as large as 90+ intersections
1.0-2	The ASCT shall support a variable number of signal groups that is user-defined.	M	1	MAXTIME adaptive can support ASCT control of signals in a variable number of groups. The total number of groups is not limited.
1.0-2.0-1	The boundaries surrounding signal controllers that operate in a coordinated fashion shall be defined by the user.	M	1	MAXTIME adaptive allows users to define the boundaries of the adaptive system.
1.0-2.0-2	The ASCT shall control a minimum of 7 groups of signals and should not be limited to a maximum number of groups.	M	1	See 1.0-2
1.0-2.0-3	The size of a group shall be user-defined.	M	1	MAXTIME adaptive allows users to configure the intersections within a group. This can be static, changed on command, or changed by TOD or traffic conditions.
1.0-2.0-4	Each group shall operate independently.	M	1	MAXTIME adaptive allows users to configure groups to operate independently, or as a single system. This can be static, changed on command, or changed by TOD or traffic conditions.
1.0-2.0-5	The boundaries surrounding signal controllers that operate in a coordinated fashion shall be autonomously altered by the ASCT system according to configured parameters such as traffic and active mode volume fluctuations.	D	1	See 1.0-2.0-3, and 1.0-2.0-4
1.0-2.0-5.0-1	The boundaries surrounding signal controllers that operate in a coordinated fashion shall have the capability to be altered by the system according to a time of day schedule.	D	1	See 1.0-2.0-3, and 1.0-2.0-4
1.0-2.0-5.0-2	The boundaries surrounding signal controllers that operate in a coordinated fashion shall have the capability to be altered by the system according to traffic and active mode conditions.	D	1	See 1.0-2.0-3, and 1.0-2.0-4
1.0-2.0-5.0-3	The boundaries surrounding signal controllers that operate in a coordinated fashion shall have the capability to be altered by the system when commanded by the user.	D	1	See 1.0-2.0-3, and 1.0-2.0-4
2 Type of Operation				
2.1 General				
2.1.1 Mode of Operation				
2.1.1.0-1	The ASCT shall operate non-adaptively during the presence of a defined condition.	M	1	MAXTIME adaptive allows users to configure conditions that will deactivate adaptive operations. These conditions include, but are not limited to; <ul style="list-style-type: none"> • Critical communication failures • # of communication

System Req Reference #	System Requirement Statement	Mandatory (M) Desirable (D)	Status # (1, 2, 3, 4)	Requirement Status Explanation
				failures <ul style="list-style-type: none"> • Detection failures • # of detection failures • Volume thresholds • Occupancy thresholds • Queue failures • Time of Day • User-command
2.1.1.0-2	The ASCT shall operate non-adaptively when adaptive control equipment fails.	M	1	See 2.1.1.0-1
2.1.1.0-2.0-1	The ASCT shall operate non-adaptively when a user-specified detector fails.	M	1	See 2.1.1.0-1
2.1.1.0-2.0-2	The ASCT shall operate non-adaptively when the number of failed detectors connected to a signal controller exceeds a user-defined value.	M	1	See 2.1.1.0-1
2.1.1.0-2.0-3	The ASCT shall operate non-adaptively when the number of failed detectors in a group exceeds a user-defined value.	M	1	See 2.1.1.0-1
2.1.1.0-2.0-4	The ASCT shall operate non-adaptively when a user-defined communications link fails.	M	1	See 2.1.1.0-1
2.1.1.0-3	The ASCT shall operate non-adaptively when a user manually commands the ASCT to cease adaptively controlling a group of signals.	M	1	See 2.1.1.0-1
2.1.1.0-4	The ASCT shall operate non-adaptively when a user manually commands the ASCT to cease adaptive operation.	M	1	See 2.1.1.0-1
2.1.1.0-5	The ASCT shall operate non-adaptively in accordance with a user-defined time-of-day schedule.	D	1	See 2.1.1.0-1
2.1.1.0-6	The ASCT shall alter the adaptive operation to achieve required group objectives in user-specified conditions.	D	1	
2.1.1.0-6.0-1	When current measured multimodal conditions meet user-specified criteria, the ASCT shall alter the state of the signal controllers, minimizing vehicle delay while accommodating active modes along the coordinated route.	M	1	
2.1.1.0-6.0-2	When current measured traffic conditions meet user-specified criteria, the ASCT shall alter the state of signal controllers, preventing queues from exceeding the storage capacity at user-specified locations.	M	1	MAXTIME adaptive supports userconfigurable split equity, allowing for splits to be more aggressively adjusted, thus preventing queues. Additionally, queue detectors can be used in user-defined conditions to alter the adaptive operations in a user-defined manner
2.1.1.0-6.0-3	When current measured multimodal conditions meet user-specified criteria, the ASCT shall alter the state of signal controllers providing equitable distribution of green times and pedestrian crossing times.	M	1	MAXTIME Adaptive's split algorithm is designed to equitably distribute green times to phases based on current traffic conditions. The aggressiveness by which time distributes is user-configurable
2.1.1.0-6.0-4	When current measured traffic conditions meet user-defined criteria, the ASCT shall alter the state of signal controllers providing two-way progression on a coordinated route.	M	1	MAXTIME Adaptive's offset algorithm allows the system to provide

				two-way progression of a coordinated route
2.1.1.0-7	The ASCT shall provide maximum and minimum phase times, within a user-defined range.	D	1	MAXTIME adaptive allows users to configure minimum and maximum phase times that the split algorithm will honor during split calculations – ensuring that no splits below the minimum or above the maximum are programmed.
2.1.1.0-7.0-1	The ASCT shall provide a user-specified maximum value for each phase at each signal controller.	D	1	See 2.1.1.0-7
2.1.1.0-7.0-1.0-1	The ASCT shall not provide a phase length longer than the maximum value.	D	1	See 2.1.1.0-7
2.1.1.0-7.0-2	The ASCT shall provide a user-specified minimum value for each phase at each signal controller.	D	1	See 2.1.1.0-7
2.1.1.0-7.0-2.0-1	The ASCT shall not provide a phase length shorter than the minimum value.	D	1	See 2.1.1.0-7
2.1.1.0-8	The ASCT shall detect repeated phases that do not serve all waiting vehicles. (These phase failures may be inferred, such as by detecting repeated max-out.)	M	1	MAXTIME adaptive supports conditions based on “split failures” wherein GOcc and ROcc5 can be configured to detect phases that do not serve all waiting vehicles.
2.1.1.0-8.0-1	The ASCT shall alter operations, to minimize repeated phase failures.	M	1	conditions described in 2.1.1.0-8 can be used to increase cycle lengths, or change corridor plans (thus the coordination strategies)
2.1.1.0-9	The ASCT shall determine the order of phases at a user-specified intersection. Conflicting movements shall be prevented from operating concurrently. (The calculation will be based on the optimization function.)	M	1	MAXTIME adaptive allows users to configure allowable sequences. The offset algorithm will choose which sequence to use based on the traffic conditions
2.1.1.0-10	The ASCT shall provide coordination along a route.	M	1	MAXTIME adaptive can provide coordination along a route or multiple routes
2.1.1.0-10.0-1	The ASCT shall coordinate along a user-defined route.	M	1	MAXTIME adaptive allows users to configure and store the coordinated routes. These routes can be static, or changed by user command, TOD, or traffic conditions
2.1.1.0-10.0-2	The ASCT shall determine the coordinated route based on traffic conditions.	M	1	See 2.1.1.0-10.0-1
2.1.1.0-10.0-3	The ASCT shall determine the coordinated route based on a user-defined schedule.	M	1	See 2.1.1.0-10.0-1

2.1.1.0-10.0-4	The ASCT shall store user-defined coordination routes.	D	1	See 2.1.1.0-10.0-1
2.1.1.0-10.0-4.0-1	The ASCT shall implement a stored coordinated route by operator command.	D	1	See 2.1.1.0-10.0-1
2.1.1.0-10.0-4.0-2	The ASCT shall implement a stored coordinated route based on traffic conditions.	D	1	See 2.1.1.0-10.0-1
2.1.1.0-10.0-4.0-3	The ASCT shall implement a stored coordinated route based on a user-defined schedule.	D	1	See 2.1.1.0-10.0-1
2.1.1.0-11	The ASCT shall not prevent the use of phase timings in the local controller set by City of Redmond policy.	M	1	MAXTIME adaptive writes cycles, splits, and offsets to MAXTIME. MAXTIME continues to run the intersection normally. This includes the use of phase timings set in the controller
2.1.1.0-12	The ASCT shall allow operator to override one individual intersection to manual operation while keeping others under adaptive operation.	M	1	MAXTIME Adaptive allows operator override on individual intersections using commands from Kinetic Signals or in the maxtime interface by manually selecting the running pattern.
2.1.2 Allowable Phases				
2.1.2.0-1	The ASCT shall support protected/permissive left turn phase operation allowing the system and operator to omit when user-specified condition is met.	D	1	MAXTIME supports phase omits by time of day through sequences, phase plans, or split plans or by condition through user logic. Overlaps can be omitted by TOD through pattern parameters or omitted by condition through user logic.
2.1.2.0-2	The ASCT shall support the protected left turn phase to lead or lag the opposing through phase based upon user-specified conditions.	D	1	MAXTIME adaptive will support any sequence operation including leading left turns, lagging left turns, doubleservice left turns, or other complex configurations
2.1.2.0-3	The ASCT shall prevent skipping a user-specified phase when the user-specified phase sequence is operating.	D	1	MAXTIME adaptive will write splits to all phases that are part of the sequence. MAXTIME will not skip any phases that have split times assigned. The sequence that MAXTIME runs is user defined, time of day, or changeable by adaptive based on traffic conditions.

2.1.2.0-4	The ASCT shall prevent skipping a user-specified phase based on an event such as during a construction closure.	D	1	See 2.1.2.0-3
2.1.2.0-5	The ASCT shall prevent skipping a user-specified phase according to a time of day schedule.	D	1	See 2.1.2.0-3
2.1.2.0-6	The ASCT shall omit a user-specified phase when the cycle length is below a user-specified value.	D	1	MAXTIME's user logic can be utilized to omit phases based on the cycle length
2.1.2.0-7	The ASCT shall omit a user-specified phase based on measured traffic conditions.	D	1	MAXTIME's user logic can be utilized to omit phases based on traffic conditions
2.1.2.0-8	The ASCT shall omit a user-specified phase according to a time of day schedule	D	1	MAXTIME and MAXTIME adaptive can change sequences based on a TOD schedule. Sequences can be configured such that phases are omitted.
2.1.2.0-9	The ASCT shall assign unused time from a preceding phase that terminates early to a user-specified phase as follows: <ul style="list-style-type: none"> • next phase • next coordinated phase • user-specified phase 	D	1	MAXTIME allows users to configure fixed force off (assigning time to the next phase), or floating force off (assigning time to the coordinated phase) on a per pattern basis. Additionally, MAXTIME supports configuring this on a per-phase basis allowing user-specified phases to run fixed force off (receiving extra time) and others to run floating forceoff.
2.1.2.0-10	The ASCT shall assign unused time from a preceding phase that is skipped to a user-specified phase as follows: <ul style="list-style-type: none"> • previous phase • next phase • next coordinated phase • user-specified phase 	D	1	See 2.1.2.0-9. Additionally, time can be assigned to the previous phase based on the configured coordination mode.
2.1.2.0-11	The ASCT shall restrict phase sequences that are user-specified.	M	1	MAXTIME adaptive will only use sequences that are configured to be allowable
2.1.3 Oversaturation				
2.1.3.0-1	The ASCT shall detect the presence of queues at preconfigured locations.	M	1	MAXTIME adaptive supports queue detection as a condition for triggering different operational responses including, but not limited to: <ul style="list-style-type: none"> • Activating a pre-defined pattern • Disabling adaptive • Triggering a cycle length increase / decrease • Changing corridor plans

				(operational strategy)
2.1.3.0-2	When queues are detected at user-specified locations, the ASCT shall execute user-specified timing plan/operational mode.	D	1	See 2.1.3.0-1
2.1.3.0-3	When queues are detected at user-specified locations, the ASCT shall execute user-specified adaptive operation strategy.	M	1	See 2.1.3.0-1
2.1.3.0-4	When queues are detected at user-specified locations, the ASCT shall omit a user-specified phase at a user-specified signal controller.	D	1	MAXTIME user logic can be used to trigger an omit based on detected queues
2.1.3.0-5	The ASCT shall meter traffic into user-specified bottlenecks by storing queues at user-specified locations.	D	1	MAXTIME Adaptive allows users to configure "allowed stops" which will modify the offset algorithm to ensure any required stops happen where allowed, preventing bottlenecks where stops are not allowed
2.1.3.0-6	The ASCT shall store queues at user-specified locations.	D	1	See 2.1.3.0-5
2.1.3.0-7	The ASCT shall maintain capacity flow through user-specified bottlenecks.	D	1	MAXTIME Adaptive's cycle length algorithm chooses cycle lengths that best fit the current traffic patterns. The split algorithm will equitably distribute splits in a way that optimizes split utilization. The offset algorithm optimizes AoGs to minimize stops on the corridor. These three in combination meet this goal
2.1.3.0-8	When queues are detected at user-specified locations, the ASCT shall limit the cycle length of the group to a user-specified value.	D	1	See 2.1.3.0-1. All cycle length triggers include a minimum/maximum cycle length value. Thus, a queue detector condition that triggers cycle length changes will also limit the cycle length to the range configured within that condition.
2.2 Sequence-based Adaptive Coordination				
2.2.0-1	The ASCT shall be capable of sequence-based adaptive coordination where the system adjusts cycle, split, and offset as part of the algorithm decision to optimize signal operations in real-time.	M	1	MAXTIME Adaptive is a sequence-based adaptive system that adjusts Cycle, Splits, Offset and Sequence as part of the algorithm decision
2.2.0-2	The ASCT shall calculate phase lengths for all phases at each signal controller to suit the current coordination strategy.	M	1	MAXTIME adaptive calculates splits for all phases at each signal using green occupancy

				and red occupancy to provide equitable distribution of time.
2.2.0-3	The ASCT shall calculate offsets to suit the current coordination strategy for the user-specified reference point for each signal controller along a coordinated route within a group.	M	1	MAXTIME adaptive calculates offsets for the coordinated phases for each signal along the corridor, for each coordinated route. The algorithm uses arrivals on green to optimize offsets via a link pivot algorithm
2.2.0-3.0-1	The ASCT shall apply offsets for the user-specified reference point of each signal controller along a coordinated route.	D	1	MAXTIME adaptive writes offsets to MAXTIME which uses the user specified reference point
2.2.0-4	The ASCT shall calculate a cycle length for each cycle based on its optimization objectives (as required	M	1	MAXTIME adaptive uses progression as the primary optimization objective for calculating cycle length. When conditions are triggered, cycle lengths may change based on those conditions. Conditions can be triggered for more equitable distribution of green by programming "split failure conditions" based on a combination of GOcc and ROcc5 of any combination of phases. Conditions can be triggered for queue management by programming queue detection as a trigger
	elsewhere, e.g., progression, queue management, equitable distribution of green).			
2.2.0-4.0-1	The ASCT shall limit cycle lengths to user-specified values.	M	1	MAXTIME adaptive allows users to configure min/max cycle change values which ensures the cycle length will always change by a minimum of x and a maximum of y. This will limit cycle lengths to user-specified values.
2.2.0-4.0-2	The ASCT shall limit cycle lengths to a user-specified range.	M	1	MAXTIME adaptive allows users to configure min/max cycle lengths. These can be configured globally, and on a per-condition basis.
2.2.0-4.0-3	The ASCT shall calculate optimum cycle length according to the user-specified coordination strategy.	M	1	See 2.2.0-4

2.2.0-4.0-4	The ASCT shall limit changes in cycle length to not exceed a user-specified value.	M	1	See 2.2.0-4.0-1 and 2.2.0-4.0-2
2.2.0-4.0-4.0-1.0-2	The increased limit shall be user-defined.	D	1	See 2.2.0-4.0-1
2.2.0-4.0-5	The ASCT shall adjust offsets to minimize the chance of stopping vehicles approaching a signal that have been served by a user-specified phase at an upstream signal.	M	1	MAXTIME adaptive utilizes the Link Pivot algorithm to maximize throughput on the coordinated routes based on real-time AoG data. This can be balanced for two-way progression, or to favor a specific direction. When suitable data is not available for link pivot (or when configured to do so permanently), MAXTIME adaptive will optimize offsets using a "geometric mode", wherein real-time data is used to calculate travel time between intersections and identify the optimal offsets. Additionally, MAXTIME adaptive is compatible with the use of MAXTIME local TSP features
2.4 Single Intersection Adaptive Operation				
2.4.0-1	The ASCT shall be capable of non-coordinated adaptive operation at a single intersection.	D	1	MAXTIME adaptive supports single intersection operation and can run on a Cycle and splits or splits only optimization mode.
2.4.0-2	The ASCT shall calculate a cycle length of a single intersection, based on current measured traffic conditions. (The calculation is based on the optimization objectives.)	D	1	MAXTIME adaptive allows for cycle length optimization based on measured traffic conditions wherein user-specified conditions will trigger a cycle length increase or decrease
2.4.0-3	The ASCT shall calculate optimum phase lengths, based on current measured traffic conditions. (The calculation is based on the optimization objectives.)	D	1	MAXTIME adaptive will calculate splits for a single intersection based on the green and red occupancy of each phase providing the most equitable distribution of time.
2.4.0-3.0-1	The ASCT shall limit the difference between the length of a given phase and the length of the same phase during its next service to a user-specified value.	D	1	MAXTIME adaptive has a "minimum change" and "maximum change" value for splits that is user configurable. This will limit the difference of time splits get

				changed between each adjustment.
2.4.0-3.0-2	When queues are detected at user-specified locations, the ASCT shall execute user-specified timing plan/operational mode.	D	1	See 2.1.3.0-1
2.4.0-4	The ASCT shall calculate phase order, based on current measured traffic conditions. (The calculation is based on the optimization objectives.)	D	1	See 2.1.1.0-9
2.6 Responsiveness				
2.6.0-1	The ASCT shall limit the change in consecutive cycle lengths to be less than a user-specified value.	M	1	MAXTIME adaptive allows users to configure a minimum number of cycles to make cycle length changes for all cycle length conditions, as well as a cycle length lockout timer
2.6.0-2	The ASCT shall limit the change in phase times between consecutive cycles to be less than a user-specified value. (This does not apply to early gap-out or actuated phase skipping.)	M	1	MAXTIME adaptive has a "minimum change" and "maximum change" value for splits that is user configurable.
2.6.0-3	The ASCT shall limit the changes in the direction of primary coordination to a user-specified frequency.	M	1	The primary direction of coordination is determined by the active corridor plans. These are changed by TOD thus the TOD schedule limits the number of changes. Additionally, corridor plans can be changed by condition, wherein timer limits are available to limit the frequency of changes.
2.6.0-4	When a large change in traffic demand is detected, the ASCT shall respond more quickly than normal operation, subject to user-specified limits.	M	1	MAXTIME Adaptive's condition plans have parameters that determine the frequency and range of changes being made. Separate conditions with more aggressive frequencies and ranges can be used for largescale traffic changes
2.6.0-5	The ASCT shall select cycle length based on a user-defined incremental range.	M	1	See 2.2.0-4.0-1 and 2.2.0-4.0-2
3 External/Internal Interfaces				
3.0-1.0-1	Allow operation of external devices using discrete signal outputs such as blank-out signs.	M	1	MAXTIME adaptive does not take over control of the intersection operations during adaptive operations, MAXTIME IC continues to run the operations of the intersection. This allows

				for normal operation of external and internal interfaces to operate as normal. Examples of these operations are listed but not limited to; Blank out signs Preemption Transit Signal Priority SDLC communications NTCIP transaction Advanced pedestrian features FYA operations Red Extension
3.0-1.0-2	The ASCT shall receive commands from King County Metro's Transit Priority Request Generator (TPRG) located in the upper compartment of the traffic signal cabinet. The TPRG places low priority TSP calls via traditional signal controller cabinet preemption inputs.	M	1	See 3.0-1.0-1
3.0-1.0-3	The ASCT shall receive NTCIP-based TSP requests from King County Metro's Cloud-based TSP System.	D	1	See 3.0-1.0-1
3.0-1.0-4	The ASCT shall receive location information from King County Metro's CAD/AVL system API.	D	1	See 3.0-1.0-1
3.0-1.0-5	The ASCT shall receive and process NTCIP messages and SDLC inputs from the Multimodal Detection and Analytics system.	M	1	See 3.0-1.0-1
3.0-1.0-6	The ASCT shall be capable of multimodal signal timing strategies actuated by NTCIP messages and SDLC	D	1	See 3.0-1.0-1
	inputs from the Multimodal Detection and Analytics system including, but not limited to:			
3.0-1.0-6.1	Pedestrian Clearance – hold all red when pedestrian has not cleared crosswalk.	D	1	See 3.0-1.0-1
3.0-1.0-6.2	Pedestrian Extension – extend pedestrian crossing time based on pedestrian speeds and volumes.	D	1	See 3.0-1.0-1
3.0-1.0-6.3	Red Light Running – hold all red when red light running occurrence is anticipated based on phase state and vehicle trajectory.	D	1	See 3.0-1.0-1
3.0-1.0-6.4	Dynamic Flashing Yellow Arrow – transition to protected left turn operation only when pedestrian detected.	D	1	See 3.0-1.0-1
3.0-1.0-6.5	Leading Pedestrian Interval – implement leading pedestrian interval when pedestrian detected.	D	1	See 3.0-1.0-1
3.0-1.0-6.6	No Right Turn on Red – support No Right Turn on Red blank-out sign activation based on active, conflicting pedestrian crossing movements.	D	1	See 3.0-1.0-1
4 Crossing Arterials and Boundaries				
4.0-1.0-1	The ASCT shall alter its operation to minimize interruption to the freeway mainline.	D	1	MAXTIME Adaptive's split algorithm will prevent interruption to

				the freeway. Additionally, queue detection can be used to make other changes to the adaptive operation as-needed to prevent interruption to the freeway.
4.0-1.0-2	The ASCT shall operate a fixed cycle length to match the cycle length of an adjacent system.	D	1	MAXTIME adaptive supports splits and offsets only operation where in the software can mimic a desired pattern / cycle length in a fixed fashion or by TOD.
4.0-1.0-3	The ASCT shall be capable of receiving data from partner agency central and roadside systems such as transit data from King County Metro and signal operations data from WSDOT, City of Bellevue, and City of Kirkland.	D	1	MAXTIME supports receipt of compatible data from any agency that can access the network.
4.0-1.0-4	The ASCT shall support adaptive coordination on crossing routes.	M	1	MAXTIME adaptive supports adaptive coordination on crossing routes.
5 Access and Security				
5.0-1	The ASCT shall be implemented with a security policy that addresses the following selected elements:	M	1	See below
5.0-1.0-1	<ul style="list-style-type: none"> Local access to the ASCT. 	M	1	MAXTIME and MAXTIME adaptive can be accessed locally by a wired or wireless ethernet connection via the WebUI. The WebUI supports user logins and require a login and password for any access to the software. These can be stored locally and/or centrally for cloud authentication. Logins can be configured to provide varying degrees of user-privileges.
5.0-1.0-2	<ul style="list-style-type: none"> Remote access to the ASCT. 	M	1	MAXTIME and MAXTIME adaptive can be accessed remotely over the network via the WebUI. The WebUI supports user logins and require a login and password for any access to the software. These can be stored locally and/or centrally for cloud authentication. Logins can be configured to provide varying degrees of user-privileges

5.0-1.0-3	<ul style="list-style-type: none"> System monitoring. 	M	1	MAXVIEW provides system monitoring. MAXVIEW supports user logins and require a login and password for any access to the software. Logins can be configured to provide varying degrees of user privileges including view only, monitoring, command and control, and system administrator
5.0-1.0-4	<ul style="list-style-type: none"> System manual override. 	M	1	Logins are required for a system manual override.
5.0-1.0-7	<ul style="list-style-type: none"> User login 	M	1	See 5.0-1.0-1, 5.0-1.0-2, and 5.0-1.0-3
5.0-1.0-8	<ul style="list-style-type: none"> User password 	M	1	See 5.0-1.0-1, 5.0-1.0-2, and 5.0-1.0-3
5.0-1.0-9	<ul style="list-style-type: none"> Administration of the system 	M	1	See 5.0-1.0-3
5.0-1.0-14	<ul style="list-style-type: none"> System parameters 	M	1	See 5.0-1.0-3
5.0-1.0-15	<ul style="list-style-type: none"> Report generation 	M	1	See 5.0-1.0-3
5.0-1.0-16	<ul style="list-style-type: none"> Configuration 	M	1	See 5.0-1.0-1, 5.0-1.0-2, and 5.0-1.0-3
5.0-1.0-17	<ul style="list-style-type: none"> Security alerts 	M	1	See 5.0-1.0-3
5.0-1.0-18	<ul style="list-style-type: none"> Security logging 	M	1	MAXTIME, MAXTIME adaptive, and MAXVIEW log all changes made by users along with the date, username, and what changes were made
5.0-1.0-19	<ul style="list-style-type: none"> Security reporting 	M	1	Change logs can be viewed in the database menus
5.0-1.0-20	<ul style="list-style-type: none"> Database access 	M	1	See 5.0-1.0-1, 5.0-1.0-2, and 5.0-1.0-3
5.0-1.0-21	<ul style="list-style-type: none"> Signal controller access 	M	1	See 5.0-1.0-1, 5.0-1.0-2, and 5.0-1.0-3
5.0-2	The ASCT shall provide monitoring and control access all required features of adaptive operation. This includes enabling/disabling individual detectors, vehicle minimum and maximum recalls, and pedestrian recalls at the following locations:	M	1	Remote access as described in 5.0- 1.0-2 can be obtained from any location with access to the primary network.
5.0-2.0-1	<ul style="list-style-type: none"> City of Redmond TMC 	M	1	See 5.0-2
5.0-2.0-2	<ul style="list-style-type: none"> Maintenance shop 	M	1	See 5.0-2
5.0-2.0-3	<ul style="list-style-type: none"> Workstations on City of Redmond LAN or WAN for monitoring purposes 	M	1	See 5.0-2
5.0-2.0-5	<ul style="list-style-type: none"> Local controller cabinets – local controller shall display phase timing, phase calls, and phase status (e.g. minimum green, detector extension, phase omits, operating mode, preemption). 	M	1	See 5.0-2
5.0-2.0-6	<ul style="list-style-type: none"> Maintenance vehicles 	M	1	See 5.0-2
5.0-2.0-7	<ul style="list-style-type: none"> Remote locations via laptop/tablet 	M	1	See 5.0-2

5.0-2.0-8	The ASCT system shall allow permanent modifications to the adaptive signal parameters from either the ASCT central software installed on a workstation or laptop or at the local controller. The ASCT system shall consist of a local controller software package, a centralized signal software package, and an adaptive component.	M	1	See 5.0-2
5.0-3	The ASCT shall comply with the City of Redmond's TIS security policies.	M	1	MAXTIME adaptive will be implemented in coordination with the City's IT Department.
5.0-4	The ASCT shall not prevent access to the local signal controller database, monitoring or reporting functions by any installed signal management system.	M	1	MAXTIME adaptive does not prevent access to MAXTIME or any monitoring/reporting functions
5.0-5	The ASCT shall allow permanent modification to the adaptive signal parameters from the ASCT central system and local controller via a workstation or laptop.	M	1	See 5.0-1.0-1
6 Data Log				
6.0-1	The ASCT shall log the following events:	D	1	See below
6.0-1.0-1	Time-stamped vehicle phase calls	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-2	Time-stamped pedestrian phase calls	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-3	Time-stamped emergency vehicle preemption calls	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-4	Time-stamped transit priority calls	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-5	Time-stamped railroad preemption calls	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-6	Time-stamped start and end of each phase	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-7	Time-stamped controller interval changes	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-1.0-8	Time-stamped start and end of each transition to a new timing plan	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.

6.0-1.0-9	Time-stamped detection actuation per lane	D	1	This is part of the hi-resolution logging generated by MAXTIME and stored by Kinetic.
6.0-2	The ASCT shall export its systems log in the following formats: <ul style="list-style-type: none"> • UTDF (Synchro) • MS Excel • Text • CSV • XML • PDF • Open source SQL database 	D	2	Kinetic supports exporting logs and timings to UTDF, Excel, CSV, PDF, or SQL. XML and Text are supported through third party conversion tools.
6.0-3	The ASCT shall store the event log for a minimum of 365 days	D	1	Kinetic will store hi resolution logs for any user-defined period of time if the server is sized appropriately.
6.0-4	The ASCT shall store results of all signal timing parameter calculations for a minimum of 365 days.	D	1	Kinetic will store all uploaded/backed-up databases for any user-defined period of time if the server is sized appropriately
6.0-5	The ASCT shall store the following measured data in the form used as input to the adaptive algorithm for a minimum of 365 days: <ul style="list-style-type: none"> • Volume • Occupancy • Queue length • Phase utilization • Arrivals in green • Green band efficiency • Split times (cycle-by-cycle basis) • Transit signal priority requests 	M	1	MAXTIME stores all of this information via the ATSPM reports and hi resolution logs (which is the form in which adaptive uses this data for its algorithms).
6.0-6	The ASCT system shall archive all data automatically after a user-specified period not less than 365 days.	D	1	This is a server-level feature that can be done by configuring the server appropriately to do so.
6.0-7	The ASCT shall provide data storage for a system size minimum of 100 signal controllers with the potential for expansion for up to 200 traffic signal controllers. The data to be stored shall include the following: <ul style="list-style-type: none"> • Controller state data • Reports • Log data • Security data • ASCT parameters • Detector status data 	M	1	Kinetic can store this data if the server is appropriately sized to do so.
6.0-8	The ASCT shall calculate and report relative data quality including: <ul style="list-style-type: none"> • The extent data is affected by detector faults • Other applicable items 	D	1	Kinetic provides detector failure reports that can be used to determine how many detector faults are impacting the system.

6.0-9	The ASCT shall report comparisons of logged data when requested by the user: <ul style="list-style-type: none"> • Day-to-day, • Hour-to-hour • Cycle-to-cycle • Hour of day to hour of day • Hour of week to hour of week • Day of week to day week • Day of year to day of year 	D	1	Kinetic's ATSPM reporting can achieve this goal
6.0-10	The ASCT shall store data logs in a standard database.	D	1	Kinetic stores all data via a SQL database
6.0-11	The ASCT shall report stored data in a form suitable (i.e. printable documentation) to provide explanations of system behavior to troubleshoot the system.	D	1	Hi resolution data and timing databases can be exported to excel for printing.
6.0-12	The ASCT shall store the following data in user-specified increments for split monitoring on a cycle-by-cycle basis: <ul style="list-style-type: none"> • Volume • Occupancy • Queue length • Splits 	D	1	See 6.0-5. The data increments are configured in MAXVIEW's system settings.
6.0-13	The ASCT shall identify changes made to the system with time stamp and associated user information.	D	1	MAXTIME identifies changes with date and time stamps and any user associated information.
7 Advanced Controller Operation				
7.0-1	When specified by the user, the ASCT shall serve a vehicle phase more than once for each time the coordinated phase is served.	D	1	MAXTIME supports configuration of a double-service phase. Additionally, MAXTIME supports conditional service and conditional reservice parameters
7.0-2	The ASCT shall provide a minimum of 8 phase overlaps.	M	1	MAXTIME supports up to 32 overlaps
7.0-3	The ASCT shall accommodate a minimum of 16 phases at each signal.	M	1	MAXTIME supports up to 40 phases at each signal
7.0-4	The ASCT shall accommodate a minimum of 4 rings at each signal.	M	1	MAXTIME supports up to 16 rings
7.0-5	The ASCT shall accommodate a user-defined number of phases per ring.	M	1	MAXTIME supports a combination of phases in each ring
7.0-6	The ASCT shall accommodate a minimum of 32 detector inputs per signalized intersection.	M	1	MAXTIME supports 128 vehicle detector inputs per intersection
7.0-7	The ASCT shall provide a minimum of 8 different user-defined phase sequences for each signal.	D	1	MAXTIME supports up to 20 different sequences
7.0-7.0-1	Each permissible phase sequence shall be user-assignable to any signal timing plan.	D	1	MAXTIME supports the selection of a sequence in any of the 128 patterns which can be called up by time of day.
7.0-7.0-2	Each permissible phase sequence shall be executable by a time of day schedule.	D	1	See 7.0-7.0-1
7.0-7.0-3	Each permissible phase sequence shall be executable based on measured traffic conditions	D	1	See 2.1.1.0-9
7.0-8	The ASCT shall support phase/overlap output by time-of-day.	D	1	MAXTIME supports the change of phase and overlap operation by

				time of day
7.0-9	The ASCT shall support a phase/overlap output based on an external input.	D	1	MAXTIME supports NEMA external inputs operations.
7.0-10	The ASCT shall not prevent the phases to be designated as coordinated phases.	D	1	MAXTIME allows any phase to be a coordinated phase
7.0-11	The ASCT shall have the option for a coordinated phase to be released early based on a user-definable point in the phase or cycle.	D	1	MAXTIME supports configuration of "early coord gap-out" wherein the coordinated phase can terminate X seconds early where X is defined by the user if demand is not present
7.0-12	The ASCT shall not prevent the controller from displaying flashing yellow arrow left turn or right turn.	M	1	MAXTIME adaptive will not interfere with any phase or overlap configurations.
7.0-13	The ASCT shall not prevent the local signal controller from performing actuated phase control using specified extension/passage timers as assigned to user-specified vehicle detector input channels in the local controller.	D	1	MAXTIME adaptive writes pattern parameters to MAXTIME and leaves all other controller parameters intact. MAXTIME is the intersection control software and adaptive has no impact on its operation. As such, all phase timers will be honored.
7.0-13.0-1	The ASCT shall operate adaptively using user-specified detector channels.	D	1	Any of MAXTIME's 128 detector channels can be used in the adaptive system
7.0-14	When adaptive operation is used in conjunction with non-adaptive coordination, the ASCT shall not prevent a controller serving a cycle length different from the cycles used at adjacent intersections.	D	1	MAXTIME adaptive will not interfere with controllers that are not part of the adaptive system. As such, those controllers can run any timers (cycles, splits, etc.) they have
7.0-15	The ASCT shall be capable of accommodating the following custom controller features:	M	1	See below
7.0-15.0-1	Allow dynamic max green time to increase or decrease the max green time dynamically based on max out or gap out termination.	M	1	MAXTIME supports all volume density parameters including dynamic max green.
7.0-15.0-2	Dynamically group and ungroup lanes such as a with split phasing and variable phase sequences (e.g. changing a shared left-through lane with through lane only).	M	1	MAXTIME supports changing sequences by time of day.
7.0-15.0-3	The ASCT shall assign a detector to call and extend a permissive left-turn phase, and then to call and extend the protected left-turn phase after a specified delay.	M	1	MAXTIME supports call, extend, or switch-phase parameters for any detectors including those for left turn phases

7.0-15.0-4	The ASCT shall modify phases called/extended by a specified detector.	M	1	MAXTIME supports modification of the phase that a detector calls/extends
7.0-15.0-5	The ASCT shall assign two phases to a single detector.	M	1	MAXTIME supports assigning multiple phases per detector
7.0-15.0-6	The ASCT shall allow the user to configure phase sequencing when traditionally concurrent vehicle movements conflict due to intersection geometry.	M	1	MAXTIME supports this via sequence configuration for split phase operation and with no-serve phases for lead/lag left turns when the left turns are nonconcurrent
7.0-15.0-7	The ASCT shall operate adaptively while allowing for flexible detector logic (i.e. transit only phase, right turn overlaps).	M	1	MAXTIME adaptive will operate with flexible detector logic
8 Pedestrians				
8.0-1	When a pedestrian phase is called, the ASCT shall execute pedestrian phases up to user-specified time before the vehicle green of the related vehicle phase.	M	1	MAXTIME supports the advanced walk function to serve the pedestrian phase before the associated vehicle green.
8.0-2	When a pedestrian phase is called, the ASCT shall accommodate pedestrian crossing times during adaptive operations.	M	1	MAXTIME will always accommodate pedestrian times during normal operation and adaptive operation whether the pedestrian call is from a detector, failed detector response, or a recall.
8.0-3	The ASCT shall execute user-specified exclusive pedestrian phases during adaptive operation.	D	1	MAXTIME will accommodate pedestrian crossings larger than a split then recover in transition while running adaptive operations.
8.0-4	The ASCT shall execute pedestrian recall on user-defined phases in accordance with a time of day schedule.	D	1	MAXTIME supports ped-recalls by TOD
8.0-5	The ASCT shall begin a non-coordinated phase later than its normal starting point within the cycle when all of the following conditions exist: <ul style="list-style-type: none"> • The user enables this feature • Sufficient time in the cycle remains to serve the minimum green times for the phase and the subsequent non-coordinated phases before the beginning of the coordinated phase • The phase is called after its normal start time • The associated pedestrian phase is not called 	D	1	MAXTIME has coordination modes that can be used to enable this feature, wherein a late-call will be served if sufficient time in the cycle remains to serve the minimum time.
8.0-6	When specified by the user, the ASCT shall execute pedestrian recall on a pedestrian phase.	D	1	MAXTIME supports configuration of pedestrian recalls.
8.0-7	When the pedestrian phases are on recall, the ASCT shall accommodate pedestrian timing during adaptive operation.	D	1	See 8.0-2
8.0-8	During preemption system shall not truncate don't walk time, but can truncate the walk time.	D	1	MAXTIME allows programing this operation during

				preemption
8.0-9	The system operator needs to accommodate the following custom pedestrian features: <ul style="list-style-type: none"> • Walk extension (based on pedestrian volume and actuations) • Pedestrian recycle/re-service • Rest-in-walk • Negative pedestrian overlap • Early start of walk • Late start of walk • FYA served simultaneous with conflicting ped movement, where enabled • FYA served exclusive from conflicting pedestrian protection, where enabled • Pedestrian, minimum, and maximum recalls. • Automatic pedestrian call when vehicular split guaranteed long enough to serve pedestrian movement • Leading pedestrian intervals. 	M	1	MAXTIME ic supports all listed pedestrian features. These features will continue to function as normal during adaptive operation without additional programming.
8.0-10	The following is a list of pedestrian-related controller features that shall be accommodated by the ASCT:	M	1	See below
8.0-10.0-1	Allow variable cycle operation (i.e. double or half) to better serve pedestrians.	M	1	MAXTIME adaptive allows for an intersection to half cycle. This can be set as an “always on” meaning if the split times can fit it will run half cycle or can be triggered by an event if needed.
8.0-10.0-2	Support accessible pedestrian signals (APS).	M	1	MAXTIME ic and adaptive support APS operations
8.0-10.0-3	Support mid-block pedestrian crossing integration.	D	1	MAXTIME ic and adaptive support mid-block ped integration.
9 Special Functions				
9.0-1	The ASCT shall set a specific state for each special function output based on the occupancy on a user-specified detector.	M	1	MAXTIME’s user logic can be used to achieve this goal
9.0-2	The ASCT shall set a specific state for each special function output based on the current cycle length.	D	1	MAXTIME’s user logic can be used to achieve this goal
9.0-3	The ASCT shall set a specific state for each special function output based on a time-of-day schedule (i.e. no U-turns).	M	1	MAXTIME’s action plan configuration allows users to activate special function outputs on a TOD schedule.
10 Existing Systems				
10.0-1	The ASCT shall be compatible with the following controller types: <ul style="list-style-type: none"> • NEMA 	M	1	MAXTIME adaptive will run on both the XN-1 and XN-2 NEMA controllers from Q-Free
10.0-2	The ASCT shall be compatible with the following detector technologies: <ul style="list-style-type: none"> • Inductive Loop • Video/Thermal Detection • Radar/Microwave • Magnetometer 	M	1	MAXTIME adaptive is compatible with any form of detection

10.0-3	The ASCT shall be compatible with the following communication systems <ul style="list-style-type: none"> • Fiber patch panels • Fiber (Ethernet) switches • Fiber (Point-to-Point and Redundant Ring) 	M	1	MAXTIME adaptive meets this requirement.
10.0-4	The ASCT shall be compatible with the following cabinet types and sizes: <ul style="list-style-type: none"> • NEMA – TS2 Type 1 	M	1	See 10.0-1
10.0-5	The ASCT shall be compatible (run in coordination) with the following local traffic signal controller software: <ul style="list-style-type: none"> • Econolite Cobalt Local Software 	D	4	MAXTIME adaptive currently does not work with the Econolite Cobalt local software
10.0-6	The ASCT shall be compatible with the following signal management system: <ul style="list-style-type: none"> • Q-Free Kinetic Signals Software 	D	1	MAXTIME adaptive is compatible with Q-Free Kinetic Signal Software.
11 Railroad and EV Preemption				
11.0-1	The ASCT shall maintain adaptive operation at non-preempted intersections during railroad preemption. This requirement will accommodate future expansion as there are no railroad crossings within the project boundaries.	D	1	MAXTIME adaptive will remain active at all intersections in a network when any preempt is active at any intersection in the network. Adaptive algorithms can still run and write to controllers while preempts are active. The intersection in preempt will go out of coordination to serve the preempt but will still receive adaptive timing changes. The rest of the system will remain in coordination
11.0-2	The ASCT shall maintain adaptive operation at non-preempted intersections during emergency vehicle preemption.	M	1	See 11.0-1
11.0-3	The ASCT shall maintain adaptive operation at non-preempted intersections during Light Rail Transit preemption. This requirement will accommodate future expansion as there are no Light Rail Transit crossings within the project boundaries.	D	1	See 11.0-1
11.0-4	The ASCT shall resume adaptive control of signal controllers when preemptions are released.	D	1	See 11.0-1
11.0-5	The ASCT shall execute user-specified actions at non-preempted signal controllers during preemption. (E.g., inhibit a phase, activate a sign, display a message on a DMS)	D	1	MAXTIME with peer-to-peer supports execution of actions at nonpreempted signal controllers during preempt at another controller
11.0-6	The ASCT shall operate normally at non-preempted signal controllers when special functions are engaged by a preemption event. (Examples of such special functions are a phase omit, a phase maximum recall or a fire route.)	D	1	MAXTIME will continue to operate normally at non-preempted signal controllers when special functions are engaged by a preempt event, given that the special function is not programmed to change operations.
11.0-7	The ASCT shall release user-specified signal controllers to local control when one signal in a group is preempted.	M	1	MAXTIME adaptive can be configured to support

				this operation
11.0-8	The ASCT shall not prevent the local signal controller from operating in normally detected limited-service actuated mode during preemption.	D	1	MAXTIME will continue to operate normally detected limited-service actuated mode during preemption while Adaptive is running.
11.0-9	The ASCT shall allow peer to peer custom functionality to coordinate operations with adjacent signals during preemption.	D	1	MAXTIME allows for peer to peer functionality to coordinate operations with adjacent signals
11.0-10	The ASCT shall return to adaptive control within a user-specified number of cycles after preemption.	M	1	MAXTIME ic includes an exit preempt option of "exit coord" this exit type will drop the intersection right back into coord operation (adaptive pattern) without transitioning the intersection.
12 Transit Priority				
12.0-1	The ASCT shall continue adaptive operations of a group when one of its signal controllers has a transit priority call.	M	1	MAXTIME adaptive will remain active at all intersections in a network when any priority call is active, and during the entirety of a priority service at any intersection in the network.
12.0-2	The ASCT shall advance the start of a user-specified green phase in response to a transit priority call.	M	1	MAXTIME's transit signal priority will truncate user-specified phases greens in response to a TSP call
12.0-2.0-1	The advance of start of green phase shall be user-defined.	D	1	MAXTIME allows users to configure how much each phase will truncate on a per-phase basis and TOD basis.
12.0-2.0-2	Adaptive operations shall continue during the advance of the start of green phase.	D	1	See 12.0-1
12.0-3	The ASCT shall delay the end of a green phase, in response to a priority call.	M	1	MAXTIME's transit signal priority will extend user-specified phases greens in response to a TSP call.
12.0-3.0-1	The delay of end of green phase shall be user-defined.	D	1	MAXTIME allows users to configure how much each phase will extend on a per phase basis and TOD basis.
12.0-3.0-2	Adaptive operations shall continue during the delay of the end of green phase.	D	1	See 12.0-1
12.0-4	The ASCT shall permit at least 2 exclusive transit phases such as at a queue jump.	M	1	MAXTIME supports exclusive transit phases and queue jump for up to 40 phases.

12.0-4.0-1	Adaptive operations shall continue when there is an exclusive transit phase call.	D	1	See 12.0-1
12.0-5	The ASCT shall accept a transit priority calls from a McCain Transit Priority Request Generator (TPRG) providing the same level of TSP control that currently exists. The ASCT shall provide user-defined lockouts for TSP service.	M	1	MAXTIME can accept TSP calls from any standard source this includes check in/out detectors, GTT opticom detectors, NTCIP 1211 object via CAD/AVL system. Any of these can be set by the user to lockout back-to-back calling.
12.0-6	The ASCT shall be capable of receiving CAD/AVL information from King County Metro's CAD/AVL external system. ASCT logic shall use location information to grant or deny TSP requests to maintain a user-defined headway spacing between buses.	D	1	See 12.0-5
13 Failure Events and Fallback				
13.1 Detector Failure				
13.1.0-1	The ASCT shall take user-specified action in the absence of valid detector data from a user-specified number of vehicle detectors within a group.	D	1	MAXTIME supports several user defined actions in the event of a detector failure including; <ul style="list-style-type: none"> • Max1, max2, or max3 recall • Min1, min2 recall • Fail time • Fail link • Issue an alarm MAXTIME adaptive supports several user defined actions in the event of a detector failure, including; <ul style="list-style-type: none"> • Revert to local TOD • Activate a new condition plan • Activate a new corridor plan • Use historical detector data Any of the above adjustments, when configured, occur automatically and in real-time without interruption of any other operations.
13.1.0-1.0-2	The ASCT shall release control to local operations to operate under its own time-of-day schedule.	D	1	See 13.1.0-1
13.1.0-2	The ASCT shall use the following user-specified alternate data sources for operations in the absence of the real-time data from a detector:	M	1	See 13.1.0-1
13.1.0-2.0-1	<ul style="list-style-type: none"> • Data from a user-specified alternate detector 	M	1	See 13.1.0-1. Alternate condition plans accomplish this
13.1.0-2.0-2	<ul style="list-style-type: none"> • Stored historical data from the failed detector 	M	1	See 13.1.0-1
13.1.0-2.0-3	The ASCT shall switch to the alternate source in real time without operator intervention.	D	1	See 13.1.0-1

13.1.0-3	In the event of a detector failure, the ASCT shall issue an alarm to user-specified recipients. This requirement shall be fulfilled by sending the alarm to a designated list of recipients by a designated means (i.e. text or email), or by using an external maintenance management system.	M	1	See 13.1.0-1. MAXVIEW supports email notifications of alarms on a per-user and/or TOD basis.
13.1.0-4	All detector failures shall be indicated on the system's operator interface.	M	1	MAXTIME's alarm status and MAXVIEW's alarm log indicates all detector failures
13.1.0-5	In the event of a failure, the ASCT shall log details of the failure in a permanent log.	M	1	MAXVIEW has a historical alarm log where detector failures will be stored permanently if configured to do so
13.1.0-6	The permanent failure log shall be searchable, achievable and exportable.	M	1	All failure logs are stored in your existing Kinetic signals system and are searchable, archivable and exportable.
13.2 Communications Failure				
13.2-1	The ASCT shall execute user-specified actions when communications to one or more signal controllers fails within a group.	D	1	MAXTIME adaptive supports two types of communication failures and can respond to each differently; critical communication failures and non-critical communication failures. Intersections are user configurable as critical or noncritical. When communications to a critical intersection fails, the adaptive software will terminate and revert to local TOD control. When communications to non-critical intersections fail, adaptive will dynamically regroup the network accordingly and continue to run. This will continue until a user-defined number of non-critical intersections has failed, at which point adaptive will terminate and revert to local TOD control.
13.2-1.0-1	In the event of loss of communication to a user-specified signal controller, the ASCT shall be capable of releasing control of all signal controllers within a user-specified group to local control.	M	1	See 13.2-1
13.2-1.0-2	The ASCT shall switch to user-specified operation in real time without operator intervention.	D	1	See 13.1.0-1; Users can specify to fail to TOD schedule or to a specific TOD plan.

13.2-2	In the event of communications failure, the ASCT shall issue an alarm to user-specified recipients. (This requirement may be fulfilled by sending the alarm to a designated list of recipients by a designated means, or by using an external maintenance management system.	M	1	Kinetic Signals issues alarm notifications to users when controllers lose communications.
13.2-3	The ASCT shall issue an alarm at the point of failure detection.	M	1	See 13.1.0-3.
13.2-4	In the event of a communications failure, the ASCT shall log details of the failure in a permanent log.	M	1	Kinetic Signals has a historical alarm log where communication failures will be stored permanently if configured to do so.
13.2-5	The permanent failure log shall be searchable, achievable and exportable.	M	1	Historical alarm logs are searchable, achievable, and exportable.
13.3 Adaptive Processor Failure				
13.3-1	The ASCT shall execute user-specified actions when adaptive control fails:	M	1	MAXTIME adaptive supports several actions when adaptive control fails: • Automated restart • Revert to local TOD control • Trigger an alarm in MAXTIME
13.3-1.0-2	The ASCT shall release control to local operations to operate under its own time-of-day schedule.	M	1	See 13.3-1
13.3-2	In the event of adaptive processor failure, the ASCT shall issue an alarm to user-specified recipients. (This requirement may be fulfilled by sending the alarm to a designated list of recipients by a designated means, or by using an external maintenance management system.	M	1	See 13.3-1
13.3-3	The permanent failure log shall be searchable, achievable and exportable.	D	1	Historical alarm logs are searchable, achievable, and exportable
13.3-4	During adaptive processor failure, the ASCT shall provide all local detector inputs to the local controller.	D	1	MAXTIME adaptive never takes control of local detector inputs. Therefore, if the adaptive processor fails local detector inputs continue to work as normal.
14 Software				
14.0-1	The System Integrator's adaptive software shall be fully operational within the following platform: • Windows Server OS 2022 • Windows-PC • Linux	M	1	MAXTIME and MAXTIME adaptive are installed locally on the controller's Linux OS, and the interface for command and control is operational with a Windows platform.
	• Mac-OS • Unix			
15 Training				
15.0-1	The System Integrator shall provide the following training.	D	1	See Below
15.0-1.0-1	The System Integrator shall provide training on the operations of the adaptive system.	D	1	Trainings will include all aspects of the adaptive system including; • Config and operation •

				Troubleshooting • Maintenance • Administration • Calibration
15.0-1.0-2	The System Integrator shall provide training on troubleshooting the system.	D	1	See 15.0-1.0-1
15.0-1.0-3	The System Integrator shall provide training on preventive maintenance and repair of equipment.	D	1	See 15.0-1.0-1
15.0-1.0-4	The System Integrator shall provide training on system configuration.	D	1	See 15.0-1.0-1
15.0-1.0-5	The System Integrator shall provide training on administration of the system.	D	1	See 15.0-1.0-1
15.0-1.0-6	The System Integrator shall provide training on system calibration.	D	1	See 15.0-1.0-1
15.0-1.0-7	The System Integrator's training delivery shall include: printed course materials and references, electronic copies of presentations and references.	D	1	All course materials and references will be included in printed form and digital.
15.0-1.0-8	The System Integrator's training shall be delivered at the Redmond TMC which will be connected to the adaptive system for operations and maintenance training.	D	1	Q-Free agrees to this requirement.
15.0-1.0-9	The System Integrator shall provide a sufficient amount of training to fully prepare maintenance and operations staff to operate, configure, maintain and calibrate the ASCT. The System Integrator shall provide a training program for agency review one month prior to scheduled training.	M	1	Q-Free will provide support for loaded cabinet testing and field training. The training will be primarily focused on topics relevant to technicians. This will be a 1-day on-site training. Q-Free will conduct a comprehensive training on MAXTIME ic and MAXTIME adaptive. The purpose of the training is to provide engineers and technicians an understanding of the fully capabilities of MAXTIME ic and MAXTIME adaptive. This will be a 1.5 day on-site training.
16 Maintenance, Support and Warranty				
16.0-1	The initial implementation plan shall include two years of maintenance. The ASCT System Integrator shall provide maintenance according to a separate maintenance contract. That contract should identify repairs necessary to preserve requirements fulfillment, responsiveness in effecting those repairs, and all requirements on the maintenance provider while performing the repairs.	M	1	Q-Free will provide a 2-year maintenance agreement that will include technical support, hardware repairs, and software upgrades needed for bugs as-needed. Q-Free provides an 833 number that is staffed from 5am-5pm PST as well as an online ticketing system to ensure responsiveness in addressing all maintenance needs.

16.0-2	The ASCT System Integrator shall provide routine updates to the software and software environment necessary to preserve the fulfillment of requirements. Preservation of requirements fulfillment especially includes all IT management requirements as previously identified.	D	1	Software updates are made available to all customers with an active maintenance agreement (See 16.0-1) is in place. The City will receive access to these via an account on the Q-Free website where they can be downloaded and installed directly on the controller remotely without signal interruption.
16.0-3	The ASCT System Integrator shall warrant the system to be free of defects in materials and workmanship. Warranty is defined as correcting defects in materials and workmanship (subject to other language included in the purchase documents). Defect is defined as any circumstance in which the material does not perform according to its specification.	D	1	Q-Free warrants the system to be free of defects in materials and workmanship. The standard warranty documentation is included with this proposal.
16.0-4	The ASCT System Integrator shall provide support with the following response times: <ul style="list-style-type: none"> • Support provided by telephone – 24 hours • Support provided via remote login to the system – 24 hours • Support requiring System Integrator staff onsite – 3 business days. 	M	1	Q-Free agrees to this requirement.
16.0-5	The ASCT System Integrator shall have replacement equipment readily available in case of equipment failure per warranty.	D	1	Q-Free builds controllers to stock and can ship replacements quickly.
17 Performance Measurement, Monitoring and Reporting				
17.0-1	The ASCT system shall report high fidelity and high-resolution data (1/10th second) from within the ASCT local, central, and adaptive software to support system performance monitoring. All data shall be searchable through system filters.	M	1	MAXTIME ic reports all 1/10 th of a sec data to the central system, Kinetic Signals.
17.0-2	The ASCT shall report measures of current traffic conditions on which it bases signal state alterations.	D	1	See 6.0-1 and 6.0-2
17.0-3	The ASCT shall report all intermediate calculated values that are affected by calibration parameters.	M	1	This is part of the high-resolution data.
17.0-4	The ASCT shall maintain a real-time log of all signal state alterations directed by the ASCT.	M	1	This is part of the high-resolution data.
17.0-4.0-1	The ASCT log shall include all events directed by the external inputs.	D	1	This is part of the high-resolution data.
17.0-4.0-2	The ASCT log shall include all external output state changes.	D	1	This is part of the high-resolution data.
17.0-4.0-3	The ASCT log shall include all actual parameter values that are subject to user-specified values.	D	1	MAXTIME adaptive logs all parameters as part of an adaptive file. MAXTIME logs all parameters as part of an intersection file
17.0-4.0-4	The ASCT shall maintain the records in this ASCT log for a user-specified period.	D	1	Kinetic Signals can conduct nightly backups of MAXTIME files and store them for a specified period

17.0-4.0-5	The ASCT shall archive the ASCT log in a searchable and exportable manner.	M	1	Kinetic Signals allows searching through historical databases by date. Databases can be exported in their original file format or printed to a template and exported as a PDF
17.0-5	The ASCT shall maintain a log of all TSP interactions with the ASCT including TSP requests received and ASCT response.	M	1	MAXTIME ic sends all TSP logs as high resolution data to Kinetic Signals.
17.0-6	The ASCT shall include a GUI which provides easy and quick access to real time and historical graphical representations and spreadsheets of the performance measures.	D	1	MAXTIME adaptive includes an easy to understand GUI that is accessible via a standard web browser. The user can access historical data from the system in the GUI.
17.0-7	The ASCT shall be capable of reporting performance data in real time to an Application Programming Interface (API).	D	2	MAXTIME adaptive currently does not have an API however Kinetic Signals does include an API and all the data that the adaptive system uses is stored in Kinetic and can be accessed via its API for reporting.



Q-FREE HARDWARE AND SOFTWARE SALES AGREEMENT

This Q-Free Hardware and Software Sales Agreement (the "Agreement") is made and effective as of the date of the last signature below.

BETWEEN: **Q-Free America Inc.** ("Q-Free"), a corporation organized and existing under the laws of the State of Virginia, with its head office located at:
 1420 Kristina Way #102
 Chesapeake, VA 23320

AND: **City of Redmond, Washington** (the "Customer"), a political subdivision organized and existing under the laws of the State of Washington, with its head office located at:
 15670 NE 85th Street
 Redmond, WA 98073.

hereinafter be referred to cumulatively as the "Parties" and singularly as the "Party".

RECITALS

This Agreement sets forth the terms and conditions under which Q-Free will provide Customer with certain hardware and software.

WHEREAS, Q-Free has developed and owns certain traffic management Hardware and Software and related documentation more particularly described in Exhibit A attached ("Covered Software") pursuant to this Agreement;

WHEREAS Customer wishes to acquire to Q-Free's Covered Software and associated deployment services under the terms and conditions set forth in this Agreement;

WHEREAS Customer and Q-Free intend to enter into a separate Software Operation & Maintenance and Support Services Agreement as part of "Task 6" listed in Exhibit C attached; and

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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1. FEES

Customer agrees to pay the undisputed fees and other charges in accordance with the schedule set forth in Exhibit B of this Agreement. First year fees shall be paid within 30 days of the effective date of this Agreement, and annually within 30 days of the annual subscription renewal date.

2. DESCRIPTION OF SERVICES

Q-Free will perform deployment services stated in Exhibit C to this Agreement.

Q-Free assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which changes affect the performance of the Covered Software and were made without prior notification and written approval by Q-Free. Q-Free assumes no responsibility for the operation or performance of any Customer-written or third-party application.

3. LICENSE GRANT

Q-FREE hereby grants to Customer - including employees, agents, and contractors or vendors engaged by Customer to work full-time in a capacity similar to that of an employee (collectively, "Users") - a non-exclusive, non-assignable, non-sublicensable license, for their internal use only within the incorporated limits of Customer, to access and use the Covered Software and any user's guides, specifications, and other related Documentation, subject to the terms and conditions of this Agreement. The licenses granted herein are conditioned upon payment in full for the Covered Software per the terms and conditions of this Agreement. The license granted and fully paid shall terminate upon the termination of this Agreement ("License Term").

4. CUSTOMER'S RIGHTS AND OBLIGATIONS

Customer agrees that it shall:

- be responsible for maintaining all detection according to the Detection Requirements in Exhibit D
- be responsible for all data input into the Covered Software and traffic management configurations
- comply with all applicable laws and regulations with respect to its activities under this Agreement

To the extent that certain components of the Covered Software may be downloaded to Customer's or a User's computer as part of the Covered Software, Q-Free grants Customer a non-exclusive, non-transferable, limited license, to use such components only in connection with the Covered Software .

Only Customer and Users are permitted to use the Covered Software. Customer and Users shall not disassemble, decompile, or otherwise attempt to discern the source code of such Software.

Customer agrees that, except as expressly set forth in this Section and in Section 8, it will not rent, lease, sublicense, re-sell, time-share or otherwise assign to any third party this Agreement or any of

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Customer's rights or licenses to access the Covered Software or the Q-Free System, nor shall Customer use, or authorize others to use, the Covered Software, or the Q-Free System to operate a service bureau. Notwithstanding the preceding sentence, Customer shall be permitted to provide access to the Q-Free System to its Users located worldwide provided that such use does not violate any legal authorities related to export controls, economic sanctions, and similar legal requirements.

5. REPRESENTATIONS

Q-Free hereby represents to Customer that:

- A. Q-Free is the owner of all right, title and interest, including copyright to the Covered Software, or has the authority to enter into this Agreement on behalf of the owner.
- B. Q-Free has not granted any rights or licenses to the Covered Software that would conflict with Q-Free's obligations under this Agreement.
- C. Q-Free will not enter into any agreement with any third party which would affect Customer's rights under this Agreement, or bind Customer to any third party, without Customer's prior written consent.

To the extent permitted by applicable statutory law, Q-Free makes no other representation, either expressed or implied, with respect to the Covered Software.

6. WARRANTY

- A. Limited Support Services and Services Performance Warranty. Q-Free warrants that it will perform the Support Services and/or Deployment Services in a professional, manner, consistent with generally accepted industry practice. In the event of a breach of the foregoing warranty, Q-Free's sole obligation, and Customer's exclusive remedy, shall be for Q-Free to re-perform the applicable Support Services and/or Deployment Services.
- B. Limited Product Performance Warranty. Q-Free warrants that during the applicable License Term, the Covered Software, in the form provided by Q-Free, will perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty, Q-Free's sole obligation, and Customer's exclusive remedy shall be for Q-Free to (i) correct any failure(s) of the Products to perform in all material respects in accordance with the Documentation or (ii) if Q-Free is unable to provide such a correction within thirty (30) days of receipt of notice of the applicable non-conformity, Customer may elect to terminate the associated Subscription, and Q-Free will promptly refund to Customer any pre-paid, unused fees paid by Customer to Q-Free for such Subscription. The warranty set forth in this Section does not apply to any trial use of Covered Software or any Beta version of Covered Software, or if the Covered Software or any portion thereof: (a) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or the Documentation; or (b) is used on equipment, products, or systems not meeting specifications identified by Q-

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Free in the Documentation. Additionally, the warranties set forth herein only apply when notice of a warranty claim is provided to Q-Free during the term of this Agreement, and do not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by Q-Free.

- C. Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTIONS 6(A) and 6(B) ABOVE, THE COVERED SOFTWARE, DEPLOYMENT SERVICES AND SUPPORT SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND AND Q-FREE MAKES NO ADDITIONAL WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE COVERED SOFTWARE, DEPLOYMENT SERVICES AND/OR SUPPORT SERVICES OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, Q-FREE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT ARE NOT DESIGNED OR INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT, WEAPONS SYSTEMS, OR LIFE SUPPORT SYSTEMS.

7. TERM AND TERMINATION

This Agreement shall continue in effect from the date this Agreement is executed by both parties for a one-year period, and thereafter shall renew automatically for successive one-year periods unless either party gives the other party written notice of its intent not to renew the Agreement at least 60 days prior to a renewal.

Either party shall have the right to immediately terminate this Agreement if the other party fails to perform any obligation required under this Agreement or fails to pay undisputed fees when due. This Agreement will also automatically terminate if Customer fails to comply with any term or condition of any of the software licenses acquired for the Covered Software.

Upon termination of this Agreement, Customer shall cease all use of the Covered Software. Customer administered system environments shall continue to have access to the Customer generated datasets.

8. CUSTOMER REFERENCES

Customer agrees that, during the term of this Agreement, Q-Free may reference Customer in Q-Free’s customer listings and may place Customer's name and logo on Q-Free’s web site and in collateral marketing materials relating to Q-Free’s products and services. Customer hereby grants Q-Free a right to use Customer's trademarks (name and logo only) designated by Customer for such limited uses, subject to Customer's trademark/logo usage guidelines, if any, provided by Customer to Q-Free. Q-Free agrees that it may not use Customer's name, logo, or any other trademarks (including in any press releases, customer "case studies," and the like) without Customer's prior consent.

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9. CONFIDENTIALITY

Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes, or procedures or any other confidential, financial, or business information of the other party which it learns during its performance of this Agreement, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement.

The Covered Software contains trade secrets and proprietary know-how that belong to Q-Free, and it is being made available to Customer in strict confidence.

ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

Q-Free recognizes the Customer is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this Agreement is intended to prevent the Customer's compliance with the Public Records Act, and Customer shall not be liable to Q-Free due to Customer's compliance with any law or court order requiring the release of public records.

10. PUBLICITY

Q-Free shall not refer to the existence of this Agreement in any press release, advertising or materials distributed to prospective customers, without the prior written consent of Customer.

11. ASSIGNMENT

Customer may not assign this Agreement or any of the rights granted by Q-Free hereunder, in whole or in part, without the prior written consent of Q-Free, and any attempt to do so shall be void. Q-Free shall not assign this Agreement without Customer's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall have all the rights and obligations of the assigning party set forth in this Agreement. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

12. INDEMNITY

Q-Free agrees to indemnify Customer and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that Customer's use or possession of the Covered Software or Documentation, or the license granted hereunder, infringes or violates the copyright, trade secret or other proprietary right of any third party. Q-Free shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided Customer gives Q-Free prompt notice of any such claim of which it learns. No settlement which prevents Customer from continuing to use the Software System as provided herein shall be made without Customer's prior written consent. In all events, Customer shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing provided that such participation shall be entirely at Customer's expense.

DS


Customer initials

Initial


Q-Free initials



Q-Free shall have no liability for any claim based on (a) a modification of the Covered Software not authorized by Q-Free, or (b) use of the Covered Software other than in accordance with the Documentation, this Agreement and end user license agreement.

Clause 12 shall survive termination of this Agreement.

13. ATTORNEY FEES

If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.

14. LIMITED LIABILITY

- A. This Agreement does not include repair services due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other case originating by reason of other than normal operation of the software, or the Customers negligence or misuse of the software.
- B. This Agreement does not cover support, repair or warranty of any hardware or 3rd party software installed as part of the Software.
- C. Q-Free shall not be held liable for any indirect, special, incidental, exemplary, punitive or consequential damages suffered by the Customer, any party claiming on behalf of or through the Customer, or any other third party resulting from or arising out of or related to this Agreement or the failure of the Covered Software, including without limitation, damages for loss of business or profits, business interruption, damage or loss or destruction of data or loss of use of the Covered Software, even if such party has been previously advised of the possibility of such damage.
- D. Q-Free's total aggregate liability, including, but not limited to, contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or indemnification liability, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid for the Services during the 12 months immediately preceding the date on which the claim arose.

15. NOTICE

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by notice to the other party, or by electronic mail to:

For Q-Free: accounting.us@q-free.com

For Customer: PWAdminStaff@redmond.gov

DS
MM

Customer initials

Initial
UN

Q-Free initials



16. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Washington. Q-Free consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of Washington, and Q-Free consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

17. SEVERABILITY

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

18. NO WAIVER

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

19. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified except in a writing executed by both parties.

20. DEFINITIONS

“Documentation” means technical notes, instruction guides, user manuals and other written or digitally created materials associated with the use and operation of the Covered Software and available via the Q-Free ATMS Customer Support Site at <https://support.inteligh-its.com/>.

“Fees” means amounts paid or payable from Customer to Q-Free under this Agreement and are listed in Exhibit B.

“Intellectual Property” means all patents, trademarks, service marks, registered designs and includes all copyrights, design rights, know-how, confidential information, software solutions, technical methods (including both patentable and non-patentable), trade secrets and any other similar rights in the United States of America and in any other countries.

“Use” means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

DS

Customer initials

Initial

Q-Free initials



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

CUSTOMER

DocuSigned by:
Michael Marchand

6222B98288C42B
Authorized Signature

Michael Marchand

Printed Name and Title

8/30/2024

Date

Q-FREE

Signed by:
Whitney Nottage

3648537F2E3F42D...
Authorized Signature

Whitney Nottage

Printed Name and Title

8/30/2024

Date

Customer initials

Q-Free initials



EXHIBIT A

SOFTWARE COVERED BY Q-FREE

The following is defined as Covered Software under this Agreement

Q-Free developed and owned software (“Covered Software”)

- MAXTIME intersection control
- MAXTIME adaptive

Customer initials

Q-Free initials



EXHIBIT B

PRICING & PAYMENT SCHEDULE

The following are cost items included in Q-Free’s cost proposal for RFP-10807.24¹:

Item	Item Description	Cost
1.2	Adaptive Signal Control Technology, including license to use Covered Software from the effective date of this Agreement and 2 years of operation and maintenance and support following substantial completion for 12-intersections.	\$150,600.96

Optional Items: Q-Free shall not be entitled to payment for the below items unless Customer has approved Q-Free’s performance of the below optional tasks in writing.

Item	Item Description	Cost
3.2	Technical support, including software licensing and system support and upgrades for 12-intersections, for each additional year starting Year 3 with 5% annual increase.	\$9,540.00
4.1	Implementation costs for 13 additional optional intersections. This includes software licensing, and Years 1 and 2 of O&M.	\$154,680.04
4.3	Per intersection cost for implementation and technical support for each optional additional 25-intersection increment beyond intersections identified in 3.2 and 4.1. This includes software licensing, and Years 1 and 2 of O&M. This does not include hardware costs for new traffic signal controllers.	\$12,500.00

At the request of the City of Redmond, the following optional items not included in Q-Free’s cost proposal are included in this contract:

Item	Item Description	Cost
A.1	Technical support, including software licensing and system support and upgrades for 13 optional intersections, for each additional year starting Year 3 with 5% annual increase.	\$10,335.00

¹ All prices are inclusive of taxes and fees. As used in this Exhibit B, “substantial completion”, at which point the operation and maintenance and support services period shall commence, shall mean the completion of all sub-tasks under Tasks 2, 3, 4.1 through 4.4 and 5 in Exhibit C under the condition that City has accepted any system variance and or proposed solutions under sub task 4.4 For the sake of clarity, “Final System Acceptance” described at sub-task 4.5 in Exhibit C *shall not* mean “substantial completion.”

Customer initials

Q-Free initials



B.1	Implementation costs for 2 WSDOT-owned optional intersections. This includes software licensing, and Years 1 and 2 of O&M.	\$20,000
B.2	Technical support, including software licensing and system support and upgrades for 2 WSDOT-owned optional intersections, for each additional year starting Year 3 with 5% annual increase.	\$1,590

Invoices will be issued upon completion of each of the payment milestones. Target completion dates are provided for planning purposes only, and dependent on refined scheduled after project has started. The following is defined as the pricing and payment Exhibit under this Agreement:

Milestone	Payment Term	Target Completion	Pay Item	% Fee	Cost
Project Charter + Kick-off Meeting	One-time	September 2024	1.2	5%	\$7,530.05
Receipt of Q-Free XN Controllers in good condition	One-time	October 2024	1.2	65%	\$97,890.62
Adaptive Deployment Complete	One-time	May 2025	1.2	20%	\$30,120.19
Acceptance Testing Complete	One-time	July 2025	1.2	10%	\$15,060.10

The following are defined as the pricing and payment Optional Items under this Agreement:

Milestone	Payment Term	Target Completion	Pay Item	% Fee for Optional Items	Cost
Software O&M, starting Year 3 (12 intersection)	Annual, 5% annual increase	July 2027	3.2	100%	\$9,540.00
Receipt of Q-Free XN Controllers in good condition (additional 13-optional intersections)	One-time	October 2024	4.1	70%	\$108,276.03



Milestone	Payment Term	Target Completion	Pay Item	% Fee for Optional Items	Cost
Adaptive Deployment Complete (optional 2 WSDOT intersections)	One-time	May 2025	B.1	66.6%	\$13,333.33
Acceptance Testing Complete (optional 2 WSDOT intersections)	One-time	July 2025	B.1	33.3%	\$6,666.67
Adaptive Deployment Complete (additional optional 13-intersections)	One-time	May 2025	4.1	25%	\$38,670.01
Acceptance Testing Complete (additional optional 13-intersections); Years 1 and 2 of O&M begin	One-time	July 2025 Year 1 O&M – July 2025 to July 2026 Year 2 O&M – July 2026 to July 2027	4.1	5%	\$7,734.00
Software O&M, starting Year 3 (additional optional 13-intersections)	Annual, 5% annual increase	July 2027 to July 2028	A.1	100%	\$10,335.00
Software O&M, starting Year 3 (optional 2 WSDOT intersections)	Annual, 5% annual increase	July 2027 to July 2028	B.2	100%	\$1,590

Customer initials

Q-Free initials



EXHIBIT C

SCOPE OF WORK AND SCHEDULE

The following is the scope of Deployment Services covered under this Agreement:

Task 0: Project Management

The purpose of this task is to perform project management related activities to keep the project on-schedule and on-budget. Key activities under this task include:

- 0.1 Conduct a 1.5-hour virtual project kick-off and detection workshop meeting with City of Redmond (City) staff over Microsoft Teams.
- 0.2 Document discussion and outcomes from the project kick-off as meeting notes.
- 0.3 Develop a project charter that includes the project scope, schedule, roles, responsibilities, and project risks. This will serve as a living document throughout the life of the project and used in regular project check-ins.
- 0.4 Conduct biweekly project management meetings.

Task 1: Detector Evaluation and Requirements for Detection Capability

The purpose of this task is to review existing intersection detection and identify the detection required for implementation of the MAXTIME adaptive system. Key activities under this task include:

- 1.1 Coordinate with the City to obtain existing detection information on the project corridor, confirm gaps in available detection, and identify what the City needs to procure for the MAXTIME adaptive system.
- 1.2 Document the required detection needs in a draft Detection Needs Memorandum.
- 1.3 City to review the Detection Needs Memorandum within 3-weeks of receiving the draft document. Based on feedback from the City, update the Detection Needs Memorandum.

Task 2: ASCT System Hardware Review

The purpose of this task is to provide documentation required for the City to procure the required traffic signal controller, detection, and network/communication hardware. Key activities under this task include:

- 2.1 Coordinate with the City to identify required documents needed to procure the required hardware and software for deploying MAXTIME adaptive. Provide documented technical requirements to the City to procure required technologies.

Customer initials

Q-Free initials



Task 3: System Installation, Integration, and Deployment

The purpose of this task is to provide the required traffic signal controller hardware and software, technical support for installation of the traffic signal controller hardware, and deployment activities to go live with MAXTIME adaptive. Key activities under this task include:

- 3.1 Provide and ship twelve (12) Q-Free XN controllers with MAXTIME ic and MAXTIME adaptive software pre-installed to the City. City to provide shipping address for controllers.
- 3.2 If approved by the City, ship up to thirteen (13) additional Q-Free XN controllers with MAXTIME ic and MAXTIME adaptive software pre-installed to the City. City to provide shipping address for controllers.
- 3.3 Conduct a Signal Operations Workshop with City staff to discuss existing operational challenges and key operational strategies for MAXTIME adaptive on the project corridor. Key operational challenges to discuss include desired cycle lengths during normal operations, strategies to address queuing at the WSDOT ramp intersections, special event timings, and other local signal timing challenges. This meeting will be conducted remotely over Microsoft Teams.
- 3.4 City to replace existing traffic signal controllers in the project study intersections with the Q-Free XN controllers.
- 3.5 Provide up to 1-day of on-site technical support to assist with the installation of the Q-Free XN controllers at the traffic signal cabinet. On-site technical support for bench testing is covered separately under Task 5.1 of this scope.
- 3.6 City to prepare geometry worksheets containing traffic signal phasing and detection mapping information for all project intersections. Q-Free will provide the geometry worksheets.
- 3.7 Based on the completed geometry worksheets provided by the City, Q-Free to generate geometry files to deploy in the MAXTIME adaptive software.
- 3.8 A week prior to Go Live, set intersections to “Diagnostic Mode” in MAXTIME adaptive and troubleshoot any potential deployment issues.
- 3.9 Perform on-site deployment (Go Live) and fine-tuning of MAXTIME adaptive for the study intersections for up to 5-days. On-site deployment should occur after a 30-day burn-in period after the Q-Free XN controllers are installed.
- 3.10 Upon completion of the on-site deployment of MAXTIME adaptive, remotely monitor the performance of MAXTIME adaptive and fine-tune for up to 5-days.

Task 4: System Testing and Acceptance

The purpose of this task is to test and verify that the deployed MAXTIME adaptive system meets the City’s documented system requirements. Key activities under this task include:

- 4.1 Assemble a draft System Verification Plan containing the system requirements and test procedures to verify the successful deployment of the system.

Customer initials

Q-Free initials



- 4.2 City to review the Draft System Verification Plan within 3-weeks of receiving the draft document. Based on feedback from the City, update the System Verification Plan.
- 4.3 Upon completion of the MAXTIME adaptive deployment, perform up to two 3-hour acceptance testing session with the City using the test procedures in the System Verification Plan.
- 4.4 Document findings in a draft System Acceptance Report. Document and record as a system variance, any portion of the test that lacks performance or fails to meet the stated system requirements. The City will decide if a system variance is acceptable or if a proposed solution is required. If a proposed solution is required, Q-Free will propose, resolve and test any solutions to system variations.
- 4.5 Final System Acceptance will be granted once the complete testing procedures have been fulfilled and all punch-list items have been satisfactorily addressed. City to review the System Acceptance Report within 3 weeks of receiving the draft document. Based on feedback from the City, update the System Acceptance Report. If City has neither affirmatively granted final acceptance nor provided written notice of deficiencies within three weeks of receiving the draft document, Final System Acceptance will be deemed granted.

Task 5: Training

The purpose of this task is to provide training for City staff to operate and maintain Q-Free related technologies procured under this contract. Key activities under this task include:

- 5.1 Upon shipment of the XN controllers, provide on-site support for loaded cabinet testing and field training for a duration up to one-day. The purpose of this training is to provide technicians familiarity with operating the XN controller and cover basic signal timing programming in MAXTIME ic. The training will focus on topics most relevant to technicians. On-site technical assistance for installation of Q-Free XN controllers is covered separately under Task 3.5 of this scope.
- 5.2 After deployment of MAXTIME adaptive, conduct a comprehensive training on MAXTIME ic and MAXTIME adaptive for a duration up to 12-hours. The purpose of the training is to provide engineers and technicians an understanding of the fully capabilities of MAXTIME ic and MAXTIME adaptive. This training may be conducted on-site during the week of deployment, or remotely. The training will be recorded on Microsoft Teams and made available to the City.

Task 6: Technical Support and Warranty

The purpose of this task is to transition City staff onto an Operations & Maintenance agreement and discuss long-term processes for requesting technical support from Q-Free. Key activities under this task include:

- 6.1 Upon completion of the project, conduct a Maintenance Meeting with the City staff over Microsoft Teams. The meeting will discuss maintenance activities and procedures to obtain technical support during the Maintenance and Operations period.
- 6.2 Based on a list of users provided by the City PM, create accounts in the Q-Free Support Portal for 24/7 access to product manuals, technical reference notes, how-to videos, and ticketing system.



The following summarizes the preliminary project schedule:

Month	Task 0: Project Management	Task 1: Detector Evaluation	Task 2: ASCT System Hardware Review	Task 3: System Installation	Task 4: System Testing and Acceptance	Task 5: Training	Task 6: Technical Support and Warranty
Jul-24							
Aug-24							
Sep-24	Project Charter	Kick-off + Detection Needs Workshop	Hardware Specs				
Oct-24				Ship Q-Free Controllers		Cabinet testing support and field training	
Nov-24		Detector Needs Memo		Signal Operations Workshop			
Dec-24							
Jan-25							
Feb-25		City to complete Geometry Worksheets					
Mar-25		City to install detection system.		City to install XN controllers.			
Apr-25					Draft System Verification Plan		
May-25				Q-Free to deploy MAXTIME adaptive.		Comprehensive training	
Jun-25					Final System Verification Plan		
Jul-25					System Acceptance		Executed O&M Agreement

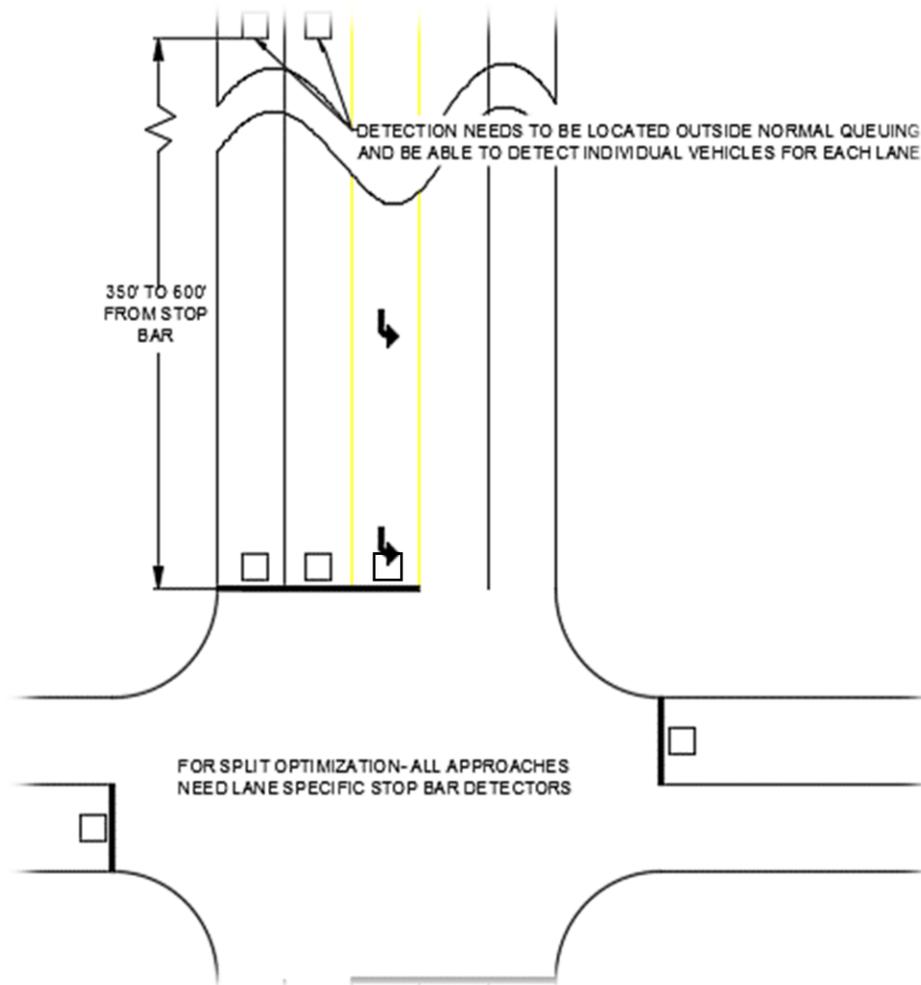


EXHIBIT D

REQUIRED DETECTION

The Customer must equip and maintain the following detection:

- Mainline Advance detection
 - For all phases/lanes considered to be coordinated/mainlines
 - Outside (beyond) normal queuing during non-saturated conditions. Often 350-600', but site conditions may vary.
 - Discreet detector channels per lane
- Stop-bar detection
 - For all lanes
 - Discreet Channels per lane
 - Configured/installed for occupancy (6'x6' or 10' zones preferred) or less than 20' long



Customer initials

Q-Free initials



BID RESPONSE

Responding To:

Bid/Project Number: IFB 10830-24

Bid/Project Title: Tourism Marketing and Business Promotion Program Consultant

Closing Date: 08/06/2024 10:00am PST

Submitted By:

Name of Company Submitting Response:

Bullseye Creative, Inc

Printed Name of Person Submitting Response:

Peter Klauser

Email:

peterk@bullseyecreative.com

Signature of Person Submitting Response:

Signed by:

Peter Klauser

E85565ECBFD8429...

Date:

8/5/2024

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here



City of Redmond Tourism Marketing & Business Promotion Program Consultant

August 06, 2024

Prepared for: Heidi Johnson; *Sr Purchasing Agent*
Jackie Lalor; *Economic Development & Tourism Promotion Admin*
Philly Marsh; *Economic Development Manager*
The City of Redmond

Prepared by: Peter A. Klauser; *Account Warrior*
Bullseye Creative, Inc



August 06, 2024

Greetings, fellow Redmond enthusiasts!

We are delighted to submit our proposal for a fresh and exciting new direction of the Redmond Tourism Marketing Program. After managing the Experience Redmond brand and advertising campaign for nearly nineteen years, we embrace this opportunity to apply a unique approach to the City's tourism marketing efforts.

We have successfully evolved and adapted our scope of work many times, as the City has grown exponentially over the years. When we first started the Experience Redmond campaign, there were only four hotels in our City, and the LTAC budget was a small fraction of what it is today. The future promises to be equally dynamic, with many new and exciting changes on the horizon. We are ready and willing to grow, too, while continuing to focus on supporting the City's strategic tourism and economic development goals.

The City of Redmond is at a pivotal crossroads. While the marketing efforts can continue to celebrate everything that makes Redmond unique (its cultural diversity, technological innovation, lush network of parks and trails, world-class hotels, unique boutiques and delectable dining options), there are many new factors that have recently been introduced (BRTPA, The Strategic Tourism Marketing Plan, Redmond 2050 Plans, Light Rail connections, and so on). Bullseye Creative is uniquely positioned to bring all parties to the table to collaborate on a creative partnership, and successfully navigate these many changes together.

We are also flexible and malleable, and open to input and guidance from the City staff, hotels, BRTPA representatives, and other stakeholders. We have a great deal of successful experience in management of creative civic messaging campaigns for tourism, public safety, transportation and parking, local neighborhood businesses, and the promotion of large events hosting thousands of attendees.

Bullseye Creative is a local, family-owned agency, and a proud licensed Redmond business (as we have been for many years). We are fully capable to provide all services required by the RFP with our small-but-mighty team. As co-founder of the company, I will be your primary contact, and I am supported by an awesome team of creative thinkers.

The entire Bullseye Creative crew is *passionate* about Redmond, and we are ready to fight hard to continue promoting this incredible city.

We are eager and excited about this opportunity to continue to partner with the City of Redmond, the hoteliers, and other partners on the development of new and innovative marketing initiatives to promote overnights and increase visitor traffic.

Looking forward,

Peter A. Klauser
Account Warrior
(206) 683-4239
peterk@bullseyecreative.com

Bullseye Creative, Inc
317 N 148th Street
Shoreline, WA 98133

Bullseye Creative was formed in 1996 as a Partnership, converted to an LLC in 1997, and then incorporated in the State of Washington in 2006. See current/active business license in attached appendix.

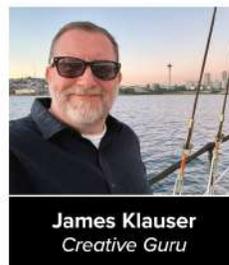


BULLSEYE CREATIVE TEAM, EXPERIENCE AND CAPABILITIES

Bullseye Creative is a high-energy, high-impact creative agency born and raised in the Pacific Northwest. Founded in 1996 by brothers, James and Peter Klauser, our company has grown to a small but powerful team of creative superheroes. We are careful about our growth and selective about our client list, working only with people and organizations who we are passionate about. At Bullseye Creative, we are laser-focused on the success of our clients, our company, and each other.

Bullseye Creative offers a wide range of boutique brand-management services to complement our creative experience. From brand development to graphic design & messaging; from digital advertising to traditional media; and from signage to video production; we truly are a one-stop-shop with a full suite of creative capabilities! See appendix for our client list and work samples.

Every member of the Bullseye Creative team is involved in the management of the Experience Redmond brand and advertising efforts, however your points of contact will continue to be Peter Klauser, Huso Paco, and Chloe Forrer (resume bios provided on following page). Our agency's simple organizational chart is seen below:





PETER KLAUSER *Account Warrior*

Co-founder of Bullseye Creative, Peter has more than 30 years of Project Management experience. Peter’s attention to detail impacts every project Bullseye Creative executes. Peter’s leadership and creative-direction is instrumental in the implementation of effective campaigns tailored to each client’s needs. Peter is a master of communication, working closely with clients, vendors, and our creative team to ensure that all parties are on the same track, driving toward the same goal.

JAMES KLAUSER *Creative Guru*

Co-founder of Bullseye Creative—with more than 30 years of branding, design, art direction, and consumer behavior experience—James’s creative vision combines form with function. James has design experience in a wide variety of areas including print, brand, web, media campaigns, and more. James’s marketing sensibilities, creative direction and high-impact creative skills have continued to underscore Bullseye Creative as one of the Pacific Northwest’s premier creative marketing agencies.

HUSO PACO *Social Samurai*

As content and media specialist, Huso works closely with clients to solve their unique goals with diligence and creativity. His commitment to understanding each client’s mission stands out through his passion and drive for making an impact through marketing and media.

CHLOE FORRER *Creative Coordinator*

Chloe is a wizard with communication and coordination. She works her magic on management of projects, supporting the client and the creative team with content creation, QA testing, and other key factors to keep the projects moving toward the finish line.

SETH PILLERS *Director of Pixels*

Seth brings client stories to life through creative design and content cultivation. His impeccable attention to detail shines through in his design and video production work. Seth has a keen fascination of user behavior, and his award-winning designs ensure a superb final product.

MEGAN FERLAND *Code Whisperer*

Megan is truly the Queen of problem-solving in the most unique ways imaginable. She offers a visionary approach to her website development and code management services, and will produce pixel-to-pixel perfection in everything she builds.

EXTENDED TEAM OF PARTNERS

Bullseye Creative boasts 28 years worth of valuable vendor relationships, with an extended network of photographers, videographers, animators, media partners, public relations professionals, and many other creative collaborators. Our Partnership Approach means Bullseye’s extended team includes thousands of supporting players. Should it become necessary to collaborate with one of our partners on this project, we’ll be delighted to introduce you to them for your input and approval. They all ROCK, just like we do.



METHODOLOGY

Bullseye is a highly-collaborative creative agency, subscribing to a success-through-partnership approach. We are also incredibly flexible and easy to work with. Our project management is based on constant communication, availability, and adaptability.

Our Experience Redmond creative strategy will be laser-focused on the primary objective of driving overnight visitor traffic to Redmond, Washington (whether attracting new visitors, or encouraging existing visitors to extend their stay through the weekend) with a particular interest in improving metrics during the shoulder season (October through April).

Following the Scope-of-Work outlined in the RFP, Bullseye Creative's work approach includes:

CLIENT RELATIONS AND REPORTING

Bullseye Creative will manage communication with client contacts, including enhanced data analytic reporting. Client Relations and Reporting work to include:

- Monthly client strategy and reporting meetings to present upcoming promotional strategy and communication calendar for review. Agendas provided in advance for client feedback and approval.
- Communication of industry trends to client, as available.
- Quarterly reporting on scope of work and budget status, campaign performance and data analytics and analysis. Client to provide input for strategy adjustment, as necessary.

PROJECT MANAGEMENT

Bullseye Creative will manage all aspects of the project, including client and partner support as needed. Project Management work to include:

- Assisting client with the planning, promotion, and implementation of the Tourism Strategic Plan.
- Distribution of monthly Experience Redmond newsletter, with client approval.
- Support of LTAC tourism grant application promotion, and recipient compliance.
- Design and development of brand-consistent templates (RFP responses, presentations, etc), as requested by the client.
- Provision of analysis and visualizations of tourism data (tourism and economic impacts, etc).
- Management all creative resources (brand, photos, videos, collateral materials), and sharing of all native files with City of Redmond Communications as needed.
- Local delivery of collateral materials to client and/or partners (hotels, Redmond Town Center, City Parks, local business partners, etc), as needed.



PARTNERSHIP MEETINGS AND DEVELOPMENT

Bullseye Creative will nurture and strengthen existing partnerships, and attend/host in-person meetings throughout the year. Partnership Meetings and Development work to include:

- Maintain partnerships with City of Redmond staff, OneRedmond, King County Parks, Woodinville Wine Country, Redmond Town Center, hoteliers, neighboring Eastside cities, tour organizers, LTAC grant event producers, other major Redmond events, multi-family communities, breweries/restaurants, and other partners as appropriate.
- Partner with and support OneRedmond and the Redmond Hotels Committee in the promotion of BRTPA efforts to drive positive economic impact to Redmond hotels.
- In-person attendance of OneRedmond quarterly meetings and/or networking events, as requested by the client.
- In-person attendance of quarterly Eastside Tourism Committee meetings, and annual hosting of one committee meeting in Redmond, if necessary.
- Participate in other meetings, as needed (LTAC, BRTPA Planning, City Council, hoteliers) to share marketing strategy and metrics, as directed by the client. One to two total additional meetings per month, as needed.

CONTENT AND PROMOTION DEVELOPMENT

Bullseye Creative will develop all promotional content for the management of the marketing campaign. Content and Promotion Development work to include:

- At the beginning of each three-year campaign, Bullseye Creative will collaborate with stakeholders to research and develop a strategic brand messaging platform, in support of the Tourism Strategic Plan. This includes evaluation of the City's core attributes and unique selling propositions, competitive analysis, and persona profile development to identify our primary and secondary target audiences. Then, Bullseye will work with the stakeholder group to develop creative messaging options for brand positioning (with client input, feedback and approval).
- Bullseye will also work with City and other stakeholders on district placemaking messaging and branding, which will then be updated on the website and throughout all other materials.
- Develop monthly promotional calendar and hotel packages with seasonal themes (arts and culture, winter programming, dog-friendly activities, historic highlights, etc. This includes partnership promotional content, such as Woodinville Wine Country, STG concerts, WorldCup, etc)
- Develop and design weekly social media content (copy, graphics, design), including searching/filtering and curating of Redmond-related user-generated content.
- Develop and design monthly updates to website content with curated event information.
- Write and promote monthly blog post (itineraries, event promotion, and other content) promoting overnights in Redmond.
- Develop, design, code, test and distribute monthly e-newsletter to Experience Redmond subscribers (with client review and approval).
- Write and publish monthly business directory updates with client-provided content.
- Write and design advertorials and various print collateral, with client input and approval, as needed.
- Art direct photographers and videographers at various Redmond events, as directed by client (up to four events per calendar year).
- Develop, negotiate, promote and manage occasional contests (one to two per year) including prize distribution, as appropriate, to promote partner events and overnight stays.
- Maintain Redmond Tourism marketing media kit (photos & videos) for event producers, neighboring cities, and other partners.
- All final native files are to be shared with the client and City Communications team.



WEBSITE/DIGITAL MANAGEMENT

Bullseye Creative will monitor and manage updates and upgrades to the website and digital environment. Website/Digital Management work to include:

- Manage all weekly content updates to the website's events calendar and featured events, including response to user-generated events content, under the oversight of City staff as necessary.
- Manage monthly updates to website content, including business directory additions, landing page callouts, and seasonal thematic messaging.
- Publishing and promotion of social media content (Facebook, Instagram, X, TikTok), with two (2) to five (5) posts per week, including user engagement and interaction, notification and direct message responses, and inappropriate comment management.
- Monthly provision and maintenance of dedicated virtual hosting environment, and server monitoring and management
- Monthly updates of code (plugins, theme settings) to ensure compliance and security.
- Monthly management of organic SEO (Search Engine Optimization) tactics, including directory registration/indexing, content strategy, keyword analysis and updates, onsite updates to meta data and alt text, and offsite update for link-building.
- Development of code upgrades and additions (new pages and features) as necessary and allowed by scope.
- Annual renewal and maintenance of privacy registration for domain names, and permanent 301 redirects for alternate and sub-domains.
- Provide City staff with website Admin access to manage content updates as needed.

EVENT ASSISTANCE

Bullseye Creative will collaborate with BRTPA on event lead management. Event Assistance work to include:

- Integration of event sales tools into the Experience Redmond website.
- Assistant of monthly reporting of lead generation using available data systems.
- Collaboration with partners, such as BRTPA Redmond, as directed by client.
- Annual collaborative presentation of Tourism Marketing Workshop/Webinar delivered to LTAC grant recipients, as well as any other interested parties.
- Support City staff in coordination of Seattle Sports Commission or other large event solicitation by collaborating on proposals or co-hosting of site tours, as needed.

MEDIA AND PRODUCTION MANAGEMENT

Bullseye Creative will manage, analyze, recommend, and execute advertising opportunities for Redmond tourism, including introduction of innovative ideas embracing technology. Media and Production Management work to include:

- Develop and deploy digital (PPC) advertising on search and social media channels monthly, including advertising dashboard management.
- Monthly analysis and recommendations for adjustment based on data trends.
- Design print advertising media, as needed and directed by client.
- Management of print collateral (annual visitor guide updates, and as-needed production coordination of stationery, flyers, and other promotional assets).
- Art direction and coordination of quarterly video and photography asset development, through creative partners.
- Management of media, P.R., photo/video, and influencer marketing budget (to be proposed annually by Bullseye Creative, and approved by client).



PROJECT TIMELINE

YEAR ONE TIMELINE, MAJOR MILESTONES (2025)	
January 2025	Strategic Brand Messaging Development Development of promotional calendar and media budget Quarterly Reporting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
February 2025	Strategic Brand Messaging Development Eastside Regional Tourism meeting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Grant Recipient Compliance Management Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
March 2025	Strategic Brand Messaging Development Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Photo/Video Art Direction Host Tourism Marketing Workshop/Webinar Client Strategy Meeting
April 2025	Quarterly Reporting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Client Strategy Meeting



YEAR ONE TIMELINE, MAJOR MILESTONES (2025)	
May 2025	Eastside Regional Tourism meeting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
June 2025	Weekly/Monthly Content Development Monthly Website & SEO Updates Annual Domain Name Management Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Photo/Video Art Direction Client Strategy Meeting
July 2025	Quarterly reporting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Annual Updates to Visitors Guide Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
August 2025	Eastside Regional Tourism meeting Tourism Grant Marketing and Promotion Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
September 2025	Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Photo/Video Art Direction Client Strategy Meeting



YEAR ONE TIMELINE, MAJOR MILESTONES (2025)	
October 2025	Quarterly Reporting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
November 2025	Eastside Regional Tourism meeting Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Client Strategy Meeting
December 2025	Weekly/Monthly Content Development Monthly Website & SEO Updates Weekly Social Media Management Newsletter Development and Distribution Advertising and Marketing Media Management & Analysis Partnership Maintenance & BRTPA Event Support Photo/Video Art Direction Client Strategy Meeting

Years Two (2026) and Three (2027) will be similar to Year One (2025), although we will not need to redevelop the Strategic Brand Messaging in the first quarter.



PRICING METHODOLOGY

We are in the *investment* business. We invest our heart and soul into our clients, and we strive to develop long-term deep, meaningful relationships with people who value us and our work. Of course, we are also paid for our work, and we recognize that these fees are simply *investments* in the future returns for our client’s growth.

All rates are based on estimated hours as defined in the RFP’s Scope-of-Work, billed at our flat hourly rate of \$250 (applies to all members of the Bullseye Creative team). No sub-consultants are expected for the stated Scope of Work Areas itemized below. No additional expenses are anticipated. Bullseye will submit an annual media budget (approximately \$100,000) for public relations, photo and video expenses, influencer campaigns, digital/print advertising/media, hosting and domain expenses, and any other innovative marketing opportunities. Client will review and approve proposed media budget annually (with recommended partners, as required). Quoted hours and investment estimates are valid 90 days from date of proposal.

ANNUAL INVESTMENT BUDGET (2025 - 2027)		
Scope of Work Area	Estimated Monthly Hours	Total Monthly Investment
Client Relations & Reporting	7 Hours	\$1,750
Project Management	6 Hours	\$1,500
Partnership Meetings & Development	4 Hours	\$1,000
Content Development	20 Hours	\$5,000
Website/Digital Management	12 Hours	\$3,000
Event Assistance	3 Hours	\$750
Media & Production Management	5 Hours	\$1,250
Total Monthly Investment	57 Hours/Month	\$14,250
Total Annual Investments	684 Hours/Year	\$171,000

TOTAL FOR INITIAL THREE-YEAR TERM: \$513,000



REFERENCES

We are proud of the relationships we've built over the 28 years that Bullseye Creative has been delivering impact to our trusted clients. We encourage you to check out our 5-star reviews ([Google Reviews](#), [Yelp Reviews](#), [Facebook Reviews](#)), and we invite you to contact the following clients for a personal testimonial:

Jackie Lalor

Tourism Program Manager
City of Redmond
jlalor@redmond.gov
(425) 556-2209

Philly Marsh

Economic Development Manager
City of Redmond
pmarsh@redmond.gov
(425) 588-8555

Jim Demonakos

Founder
Emerald City Comic Con & LightBox Expo
jim@lightboxexpo.com
(425) 268-1084

Janet Silcott

Vice President Marketing
Kitsap Bank
jsilcott@kitsapbank.com
(360) 876-7807

Lori Anderson

Marketing Manager
DACO Corp
lori@dacocorp.com
(425) 264-4831

Leigh Henderson

Founder
Alexa's Cafe & Catering
leigh@alexascafe.com
(425) 770-2774

Helen Banks Routon

Director of Development
KidVantage
helenr@kidvantage.org
(425) 372-7525

Griffin Farnes

Brand & Marketing Manager
MOTO Pizza
griffin@xoxomoto.com
(206) 554-1333

APPENDIX

The following pages include our proposal appendix, featuring our City of Redmond business license, client list, and work samples/case studies showcasing relevant graphic design, creative copywriting, data analytics, marketing websites, and brand development work.

City of Redmond Experience Redmond Tourism Marketing

Presented by Bullseye Creative • 08-06-2024



Appendix



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

BULLSEYE CREATIVE, INC.
BULLSEYE CREATIVE INC (FORMERLY BULLSEYE GRAPHICS, LLC)
317 N 148TH ST
SHORELINE WA 98133-6406

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Nov 03, 2023

Unified Business ID #: 602554289

Business ID #: 001

Location: 0001

Expires: Nov 30, 2024

CITY/COUNTY ENDORSEMENTS:

REDMOND GENERAL BUSINESS - NON-RESIDENT #RED07-000112 - ACTIVE

LICENSING RESTRICTIONS:

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

- BULLSEYE
- BULLSEYE ADVERTISING
- BULLSEYE CREATIVE
- BULLSEYE CREATIVE INC (FORMERLY BULLSEYE GRAPHICS, LLC)
- BULLSEYE GRAPHICS

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 602554289 001 0001

BULLSEYE CREATIVE, INC.
BULLSEYE CREATIVE INC
(FORMERLY BULLSEYE
GRAPHICS, LLC)
317 N 148TH ST
SHORELINE WA 98133-6406

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
REDMOND GENERAL BUSINESS -
NON-RESIDENT #RED07-000112 -
ACTIVE

STATE OF WASHINGTON

Expires: Nov 30, 2024

Bullseye Creative was formed in 1996 as a Partnership, became an LLC in 1997, and then incorporated in the State of Washington in 2006



City of Seattle



Redmond
WASHINGTON



Our Clients

Bullseye Creative works with a well-rounded list of notable clients in the Pacific Northwest, and beyond. Our industry experience includes consumer products, retail, business to business, tourism, event promotion, real estate, government, non-profit, technology, gaming & entertainment, and more.

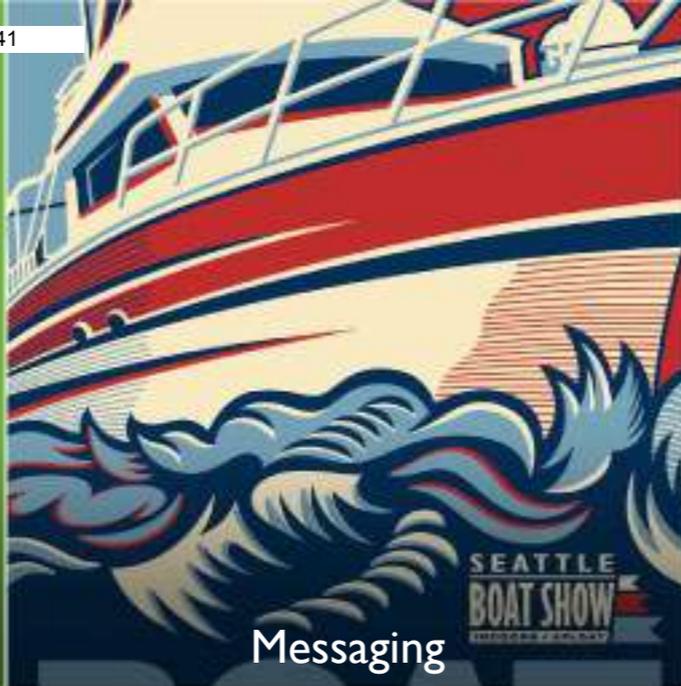


FRED HUTCH
CURES START HERE





Brand Development



Messaging



Digital/Web



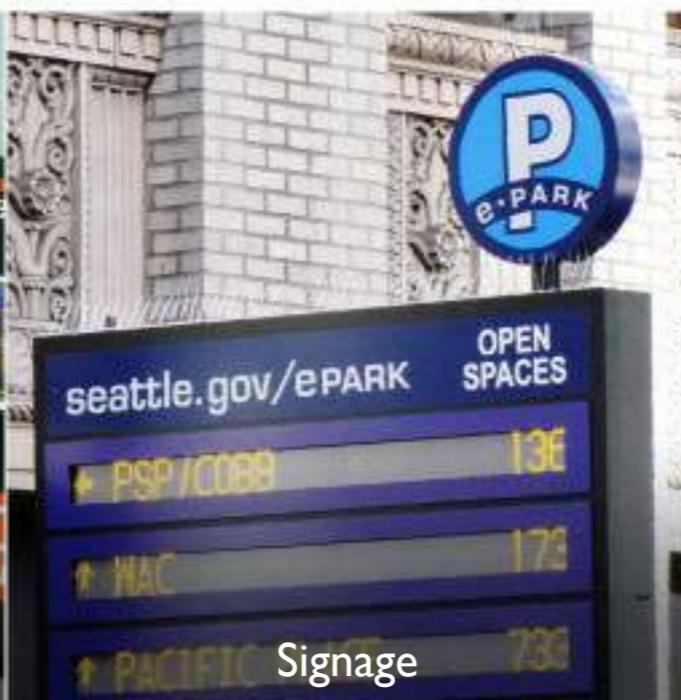
Social Media

Our Services

Bullseye Creative offers a wide range of boutique brand-management services to complement our creative experience. From brand development to graphic design & messaging; from digital to traditional media; and from signage to video production; we truly are a one-stop-shop with a full suite of creative capabilities!



Print Collateral



Signage



Media/Outdoor



Video Production



Brand Experience

We love brands, and we have developed a wide variety of identities for a diverse set of clients and industries. An effective identity must accurately convey an organization's personality while appealing to each of the intended target audiences. Bullseye speaks a lot of languages.



sitting month
MEALS





Case Study

Experience Redmond

For nineteen years, Bullseye Creative has served as the Agency Of Record for the City of Redmond, managing the marketing for the City's tourism and event awareness campaign. Media includes: web, social media, SEO/SEM, email direct marketing, PR, video, photography, and promotional partnerships. Bullseye has successfully developed a brand and messaging strategy, and increased conversions (links directed to hotel reservation pages) each year of the campaign. In addition, Bullseye has expanded responsibilities and changed direction multiple times with grace and ease.



Technically, Redmond Has it All



Host Your Event in the Heart of Northwest Tech

Redmond is a hub for technology, culture, and the great outdoors. Redmond is located just east of Seattle, with convenient access to wine country or SeaTac airport. Known as the Bicycle Capital of the Northwest, Redmond is home to scenic parks and trails, and a walkable urban center bustling with shopping, dining, and world-class hotels.

ExperienceRedmond.com is your definitive resource for events, attractions, activities and everything Redmond.



Contact Us Today and Learn More.
experienceredmond.com/group-gatherings



Home to a diverse collection of indoor meeting spaces, Redmond is where nature meets technology. Make your next event unique and memorable. experienceredmond.com

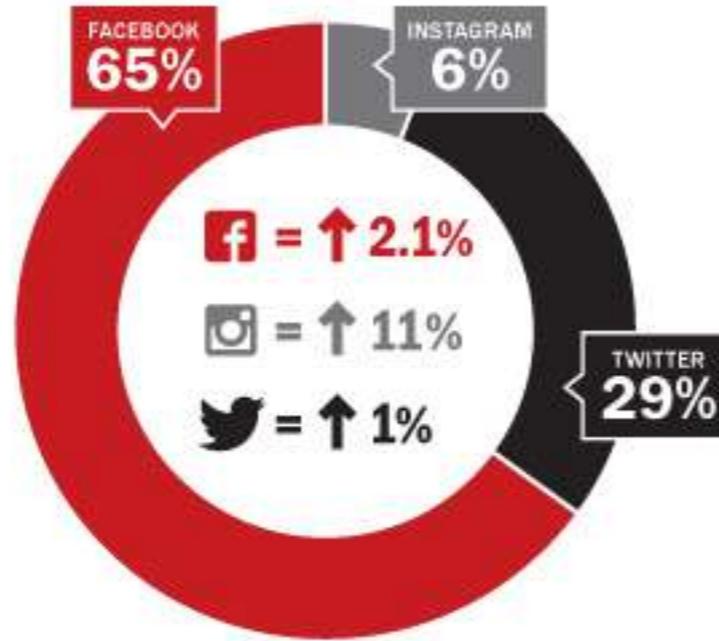


Contact Us Today and Learn More.
experienceredmond.com/host-your-event-here

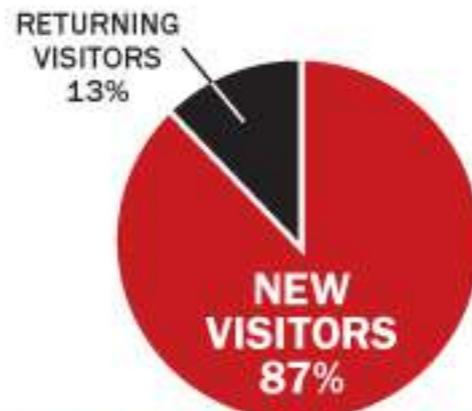
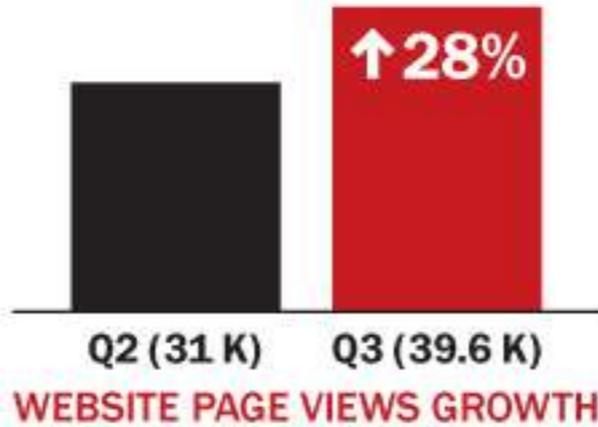




Follower Representation



↑56.9%
TOTAL FOLLOWERS



MAKEUP OF WEBSITE AUDIENCE



OCTOBER 2018

Redmond, known for its beautiful and expansive natural setting, also has a dark side to it as well. Legend says some of the people of this city have stuck around in the afterlife. This October, Redmond will be bustling with visitors seeking to be spooked by numerous zombies that stem from the city's fright-filled Town Center... Here are some haunts you won't want to miss this Halloween-season:



THRILL THE WORLD 2018

October 27th, 2018

Head to the haunted Redmond Town Center this October for a zombie-infested tradition. Every year, the apocalyptic mob gets their groove on to Michael Jackson's global phenomenon, THRILLER! This annual Halloween scare will take place October 27th.





Case Study

City of Redmond “You Stay We Pay”

In the Spring of 2021, Bullseye Creative produced a tourism stimulation plan for the City of Redmond, establishing the “Geek Out Gold” community currency, and advertising a “You Stay We Pay” incentive promotion. The City’s \$50,000 incentive investment attracted 530 new hotel guests, booking 1550 new room nights. At an average of 2.9 nights per booking, and average rates of \$125 per night, the investment returned \$193,750 in new revenue to Redmond hotels. In addition, the \$50,000 of distributed community currency was redeemed at participating Redmond businesses, with customers spending an average of 1.5x the certificate’s face value. This generates an additional \$75,000 of economic impact to the small business community. In total, the incentive brought \$268,750 in cumulative economic impact to the City of Redmond’s local economy.



The city of Redmond is trying a new tactic to bolster a resurgence in tourism: giving visitors money

March 21, 2021 at 6:50 am | Updated March 21, 2021 at 11:12 pm



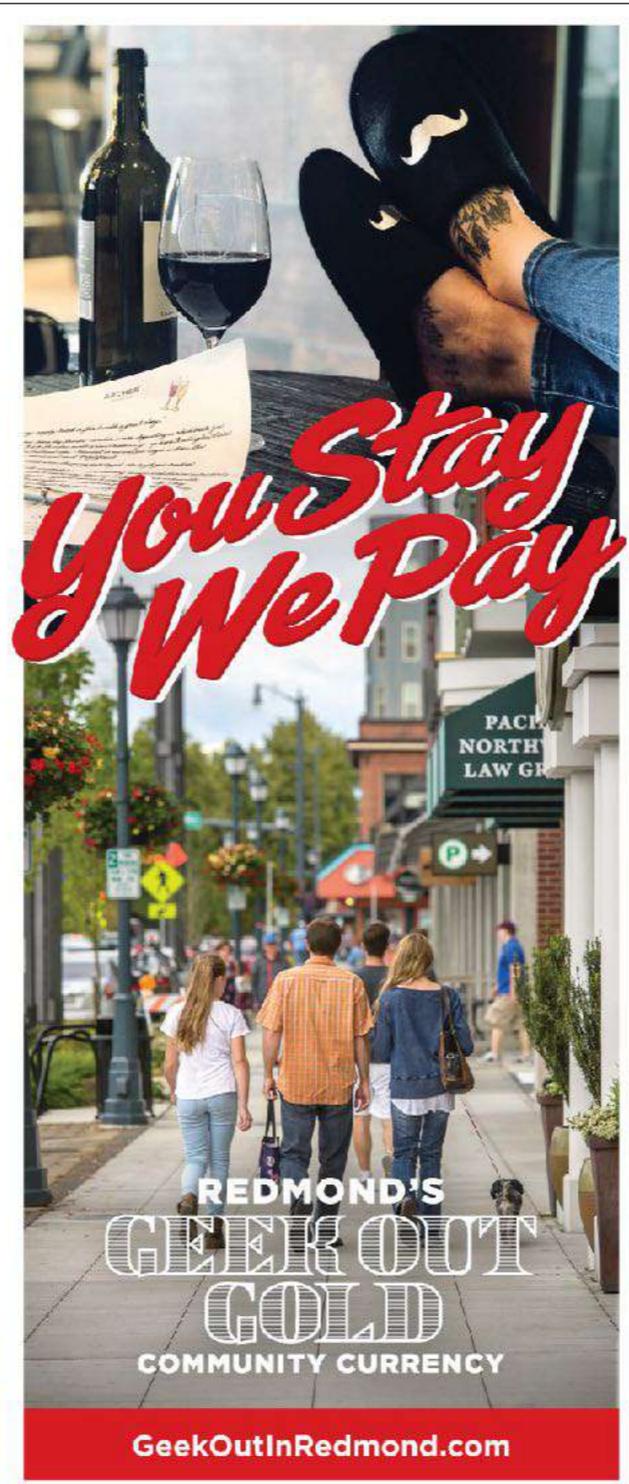
1 of 6 | The city of Redmond is trying to stimulate the local economy with a new idea: Giving away money. In late March, the city will give \$100 in gift certificates to a set number of people who book a two-night stay at a hotel in Redmond. Show more in Redmond's Tour... More...

By Chris Talbott

Special to The Seattle Times

The city of Redmond wants you to visit. So bad that tourism officials there will pay you \$100 to do so.

Got your shots and itching for a "vaxication"? Or just can't stand being a shut-in anymore following our long winter of COVID-19? Starting Sunday, by booking two nights at a participating hotel in the town that Microsoft made



WELCOME TO
REDMOND'S
GEEK OUT GOLD
COMMUNITY CURRENCY

For visiting Redmond, and for staying in our *You Stay, We Pay* hotels, local businesses are expanding and to help you take advantage and discover a local coffee shop, enjoy dinner at one of our restaurants, or pamper yourself at a spa.

Geek Out Gold on pizza and pet-friendly beer, hotels and home fitness facilities, and so much more. Participating merchants are the most passionate in the Pacific Northwest.

A wealth of activities, a vast array of attractions, hiking, trails, and more.

Redmond's lush parks, gardens and myriad shopping, dining, & lodging options.



Stay Two Nights at a Redmond Hotel and You'll Receive

\$100

To Spend While You're in Town!



MONIQUE MING LAVEN
MONIQUEKIRO7

KIRO 7
kIRO7.com





Case Study

Emerald City Comicon

In their seventh year, Emerald City Comicon (ECCC)—the Seattle-based comic book & pop culture event—asked Bullseye Creative to help the show grow past the 9,000 attendee mark.

That year, we increased their attendance from 9,000 to 20,000!! In our second year as Agency Of Record, we helped the Con grow to 32,000 attendees. In the following years, we continued to grow ECCC attendance, and the show now hosts more than 100,000 guests!! Each year, the show adds space capacity, and still sells out quickly. Emerald City Comicon is now one of the top five comic and pop culture conventions in the world.





The website layout for Emerald City Comicon 2016 features a green and red color scheme. At the top, the logo 'EMERALD CITY COMICON' is displayed next to the dates 'APR 7-10 | 2016' and the location 'Washington State Convention Center SEATTLE, WASHINGTON'. A large banner features a photo of Stan Lee with the text 'THWIP STAN LEE' and 'THE MAN THE LEGEND 'NUFF SAID'. Below the banner is a navigation menu with buttons for NEWS, BUY PASSES, GUESTS, THE SHOW, EXHIBITORS, GAMING, WRITERS BLOCK, ECCC COMICS, EXCLUSIVES, KIDS AREA, SPECIAL EVENTS, HOTELS/TRAVEL, APPLICATIONS, F.A.Q., and CONTACT. The main content area includes a 'WELCOME TO EMERALD CITY COMICON' section with a paragraph about the event's history and a 'RECENT NEWS' section with two articles: '09.02.2015 New Tales From The Con!' and '08.26.2015 New Tales From The Con!'. A sidebar on the right promotes the 'ECCC MOBILE APP' with a 'Download Now!' button. The footer contains 'SHOW FLOOR HOURS' for April 7-10.

NEWS

BUY PASSES

GUESTS

THE SHOW

EXHIBITORS

GAMING

WRITERS BLOCK

ECCC COMICS

EXCLUSIVES

KIDS AREA

SPECIAL EVENTS

HOTELS/TRAVEL

APPLICATIONS

F.A.Q.

CONTACT

WELCOME TO EMERALD CITY COMICON

Emerald City Comicon is the premier comic book and pop culture convention in the Northwest! In 2015 our attendance soared to 80,000 people over three days, and featured hundreds of comic book guests, celebrity guests and more!

For 2016, we're expanding to four days - Thursday, April 7 to Sunday, April 10! Tickets for ECCC 2016 will go on sale in late September. Sign up to receive our newsletter and connect with us on Twitter, Facebook and Instagram so you will be the first to know the latest ECCC 2016 news!

ECCC has everything you want for a weekend out with your fellow nerds: comic book Special Guests, your favorite Celebrity Guests, hundreds of Exhibitors and Artist Alley tables on our show floor, hours of Programming, Gaming tournaments and demos, exclusive Merchandise, Special Events and much more!

If you can't find what you're looking for, visit our [Frequently Asked Questions](#) page.

RECENT NEWS

09.02.2015 **New Tales From The Con!**

Posted by: Andrea D

(Formerly) Living Proof

08.26.2015 **New Tales From The Con!**

Posted by: Andrea D

Color Me Blue

THE OFFICIAL ECCC MOBILE APP

Download Now!

Click for details

SHOW FLOOR HOURS

April 7 - 2:00PM to 7:00PM
 April 8 - 10:00AM to 7:00PM
 April 9 - 10:00AM to 7:00PM
 April 10 - 10:00AM to 5:00PM



The Premier Comic Book & Pop Culture Convention In The Northwest

2013 MAR 1-3
WASHINGTON STATE CONVENTION CENTER

OUR BIGGEST SHOW EVER!

MORE GUESTS, MORE SPACE, MORE EXHIBITORS
MORE GAMING, MORE PANELS, MORE... EVERYTHING!

www.EmeraldCityComicon.com [/emeraldcitycomicon](https://www.facebook.com/emeraldcitycomicon) [@EmeraldCityCon](https://twitter.com/EmeraldCityCon)

FEATURING:

PATRICK STEWART
"Star Trek: The Next Generation"

BILLY DEE WILLIAMS "What a Day That Was"
MELANIE ALEXANDER "L'Espresso"
WALTER KURTZ "The Firm"
MARTIN AMUNDSON "True Blood"
DICK CONDICT "BURNING BLOOD"

BATMAN

ADAM WEST BURT WARD
"Batman" (1960s TV Series)

...AND MORE!

The Northwest's Premier Comic Book & Pop Culture Convention

EMERALD CITY COMICON '14 *NOW THREE FULL DAYS!*

MARCH 28-30
WASHINGTON STATE CONVENTION CENTER
SEATTLE, WASHINGTON

www.EmeraldCityComicon.com [/emeraldcitycomicon](https://www.facebook.com/emeraldcitycomicon) [@EmeraldCityCon](https://twitter.com/EmeraldCityCon)

COMICS! CELEBS! COLLECTIBLES!

RICHARD DEAN ANDERSON
ELIZA DUSHKU
KARL URBAN
STEVEN YELN
DARY ELWER
MICHELLE NICHOLS
...AND MORE!



EMERALD CITY COMICON

MAR 27-29

2015

EC3CC

MAR 27-29 | 2015

PASSES ON SALE NOW!

MORE SHOW THAN EVER!

SUNDAY

15
EMERALD CITY COMICON
1999-2014
MARCH 2-4, 2015

THWIP

STAN LEE

THE MAN
THE LEGEND
'NUFF SAID



SEATTLE
BOAT SHOW
INDOORS + AFLOAT

Case Study

The Seattle Boat Show

For the past several years, Bullseye Creative has managed all advertising creative duties for NMTA/NYBA and the Big Seattle Boat Show. Notably, in 2012 we developed an exciting viral marketing campaign coinciding with the national election, which we called "Get Out And Boat." The award-winning guerrilla marketing campaign included "political" (nautical) yard signs, "protest" banners hung from the freeway overpass, and "exit polling" at area marinas ("Hi. Who did you boat for today?")

Bullseye has led the event to increases in attendance, exhibitor registrations, and (most importantly) boat sales. In addition, we have helped the show achieve a primary goal of successfully targeting new markets and lowering the average age of the attendee.



CENTURYLINK FIELD & SOUTH LAKE UNION

65th ANNIVERSARY 1947-2012

SEATTLE BOAT SHOW
INDOORS • AFLOAT

BOAT

JAN 27 - FEB 5, 2012 • SEATTLEBOATSHOW.COM

f t

GetOutAndBoat.com

BOAT

Every

BOAT

2012

Counts

GetOutAndBoat.com

GETOUTANDBOAT.COM

BOAT

I BOATED

2012 SEATTLE BOAT SHOW

BOAT

2012

www.GetOutAndBoat.com

SUPPORT THE BOAT PARTY IN 2012

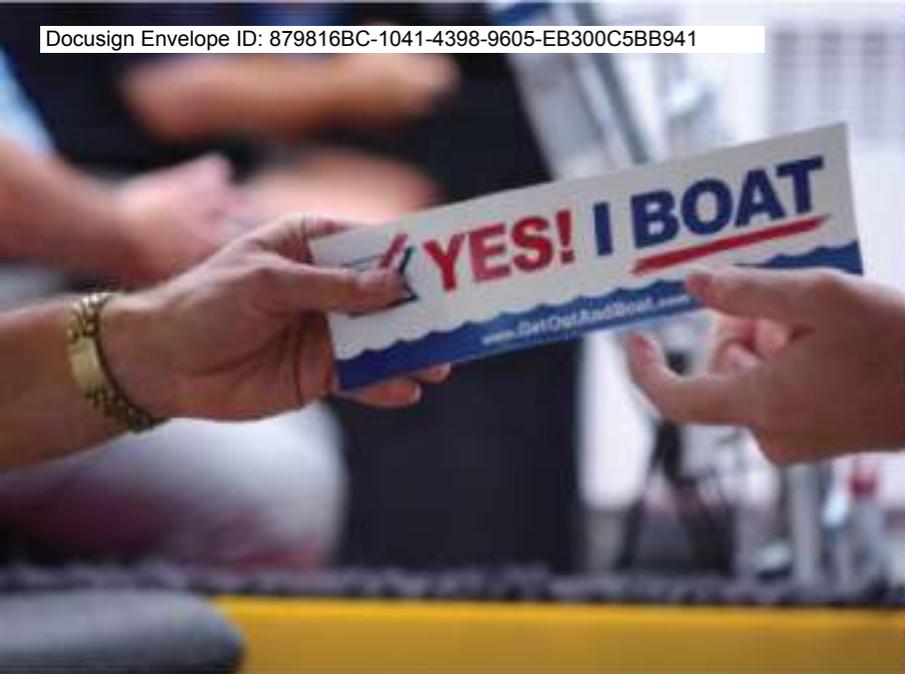
ROCKE

The BOAT

★★ GetOutAndBoat.com ★★

YES! I BOAT

www.GetOutAndBoat.com





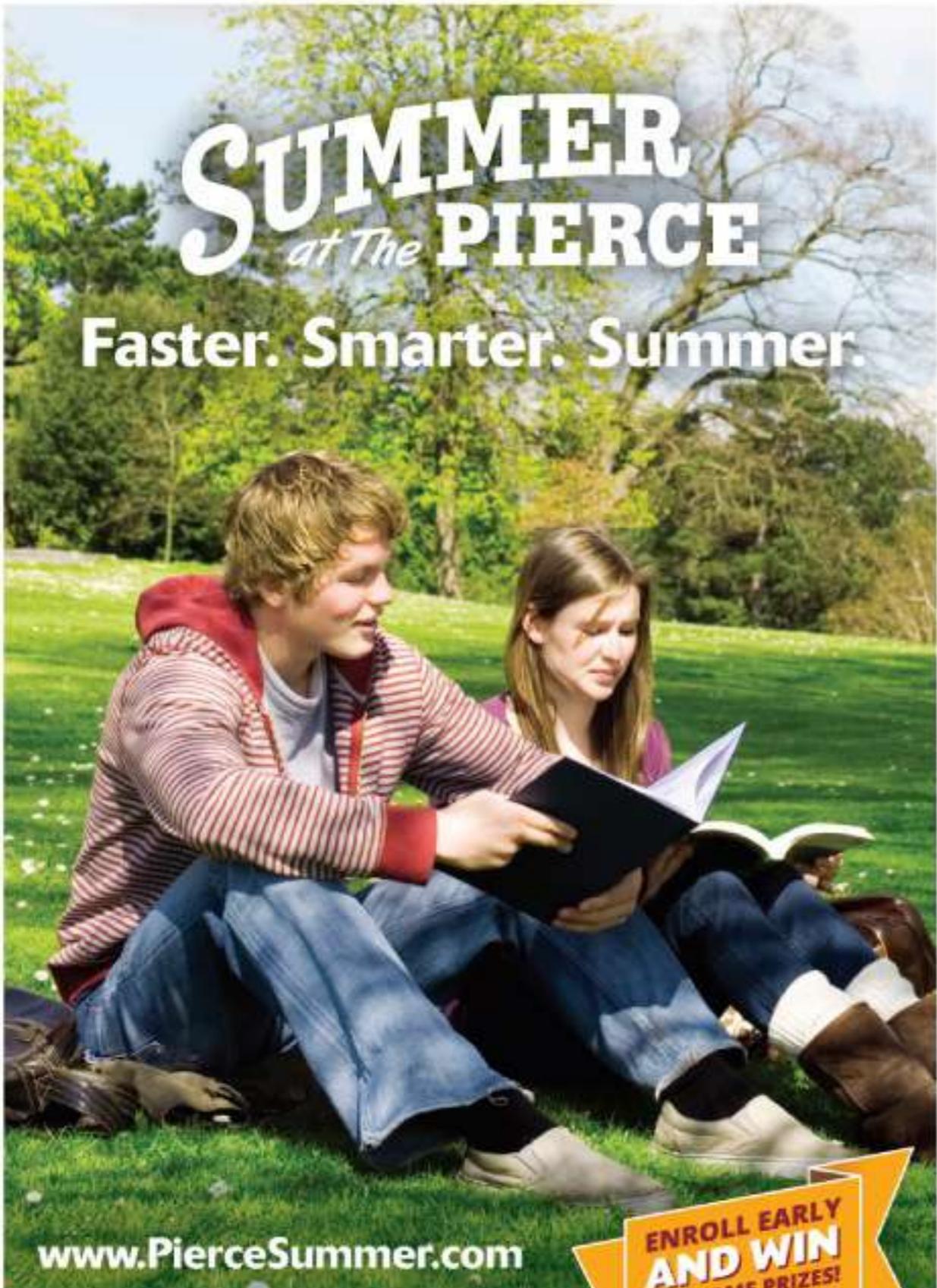
Case Study

Pierce College

Bullseye Creative branded Pierce College's summer program as "Summer at the Pierce," utilizing a variety of advertising media to increase summer quarter enrollment. In addition, our creative strategy established long-term sustainable messaging for future summer quarters. The campaign focused on positive aspects of the summer quarter lifestyle, breaking the "Summer School" taboo barrier, and putting focus on the aspirations of current and new students.

Bullseye managed and executed the successful media strategy. The campaign developed positive awareness, strong word-of-mouth reviews, and resulted in a 25.08% increase in applications.





SUMMER *at The* PIERCE

Faster. Smarter. Summer.

www.PierceSummer.com

**ENROLL EARLY
AND WIN
AWESOME PRIZES!**
Details Available at
PierceSummer.com

#PierceSummer

**PIERCE
COLLEGE** 
possibilities. realized.

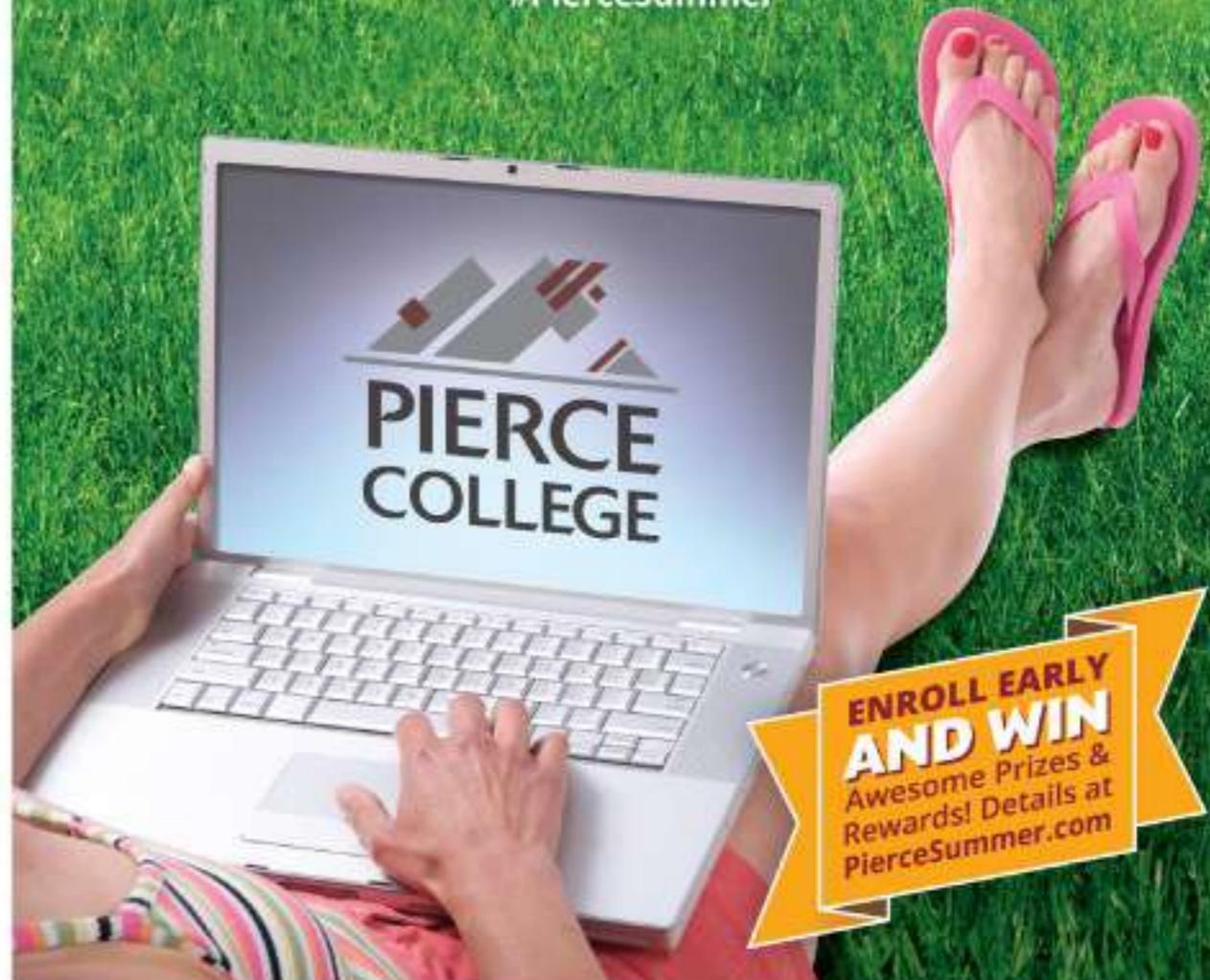
Faster. Smarter. Summer.

Receive your degree faster by enrolling in Pierce College's new and improved summer session. With ten weeks of credits in only eight weeks, and only two days of classes per week, you will have more time to enjoy your summer.

SUMMER *at The* PIERCE

www.PierceSummer.com

#PierceSummer



**ENROLL EARLY
AND WIN
Awesome Prizes &
Rewards! Details at
PierceSummer.com**

ENROLL EARLY AND WIN AWESOME PRIZES!
Details Available at PierceSummer.com

PIERCE COLLEGE

SUMMER at The PIERCE

Faster. Smarter. Summer.

Receive your degree faster by enrolling in Pierce College's new, condensed summer session.

www.PierceSummer.com

BRACE YOURSELVES...

SUMMER COURSES ARE COMING

SUMMER at The PIERCE www.PierceSummer.com

TOOK SUMMER COURSES

GRADUATED EARLY

SUMMER at The PIERCE www.PierceSummer.com

ENROLL EARLY AND WIN AWESOME PRIZES!
Details Available at PierceSummer.com

Make Your Summer Count.

Anxious to finish your education? Graduate sooner by taking summer classes at Pierce College.

SUMMER at The PIERCE

www.PierceSummer.com

#PierceSummer

PIERCE COLLEGE
possibilities. realized.

I DIDN'T ENROLL IN SUMMER COURSES

NOW I HAVE TO SPEND ANOTHER QUARTER IN CLASS NEXT YEAR

SUMMER at The PIERCE www.PierceSummer.com

MUCH SUMMER COURSES

SUCH WOW

SUMMER at The PIERCE www.PierceSummer.com

ENROLL EARLY AND WIN AWESOME PRIZES!
Details Available at PierceSummer.com

Get Ahead. Start.

Learn Faster. Most of the summer classes at Pierce College can be completed in only EIGHT WEEKS!

SUMMER at The PIERCE

www.PierceSummer.com

#PierceSummer

PIERCE COLLEGE
possibilities. realized.

SUMMER COURSES...

SUMMER COURSES EVERYWHERE

SUMMER at The PIERCE www.PierceSummer.com

IF YOU WANTED TO GRADUATE EARLIER

YOU SHOULD HAVE TAKEN SUMMER COURSES

SUMMER at The PIERCE www.PierceSummer.com



Case Study

City of Seattle

Bullseye Creative worked with the City of Seattle for a comic-book influenced safety messaging campaign we called “Be Super Safe, Seattle.” The campaign work included brand development, strategy, media & PR, and teen outreach through a custom written and illustrated comic book with driving and pedestrian safety lessons.



VOLUME ONE ISSUE 1

BE SUPER SAFE SEATTLE

SUPER SAFE

BECOME A SUPERHERO OF OUR STREETS

PEOPLE OF SEATTLE — **TAKE ACTION!**

PRESENTED BY **SDOT**
Seattle Department of Transportation

SLOW IT DOWN

JUSTIN THOUGHT HIS FAST CAR WOULD IMPRESS THE GIRLS.

'SUP, GIRLS!

IN SEATTLE, 42% OF FATAL COLLISIONS INVOLVE SPEEDING. THE FASTER YOU DRIVE, THE HARDER IT IS TO SEE POTENTIAL HAZARDS, AND THE LONGER IT TAKES TO STOP YOUR CAR!

SEATTLE SPEED LIMITS ARE 25 MPH ON NEIGHBORHOOD STREETS, 30 MPH ON ARTERIALS, AND 20 MPH IN SCHOOL ZONES!

A PEDESTRIAN HIT AT 40 MPH HAS AN 85% CHANCE OF DYING! BUT AT 20 MPH, THAT PERSON IS MUCH MORE LIKELY TO SURVIVE THE CRASH!

IMPACT WITH A BICYCLIST, NO MATTER WHAT YOUR SPEED, AND THEIR LIKELIHOOD OF INJURY IS NEARLY 100%!

SPEEDING TICKETS, WRECKED CARS, AND VEHICULAR MANSLAUGHTER ARE COSTLY TO YOUR LIFE, WALLET, AND REP.

SPEEDING DOESN'T SAVE YOU TIME OR GET YOU THERE FASTER! OUR TRAFFIC LIGHTS ARE TIMED FOR THE SPEED LIMITS. SO, EVEN IF YOU SPEED UP BETWEEN SIGNALS, YOU'LL MOST LIKELY BE WAITING AT THE SAME RED LIGHT WITH THE CAR YOU JUST PASSED!



Look Out For Each Other

How You Drive, Bike, and Walk Matters



Working together, we can get to zero fatalities and serious injuries on Seattle streets.

Be Super Safe.



LEARN MORE AT:
SEATTLE.GOV/BESUPERSAFE





Financial Freedom for Families Since 1908

Case Study

Kitsap Bank

We recently completed a brand evolution for Washington State's preeminent family-owned independent bank, Kitsap Bank — culminating in a brand launch event and anniversary celebration, which we strategically planned to introduce the upgraded identity to the company's 300+ employees and their families. Bullseye worked closely with the Kitsap Bank marketing team to redefine the company's brand platform, establishing a foundation for all future marketing messaging. We then developed a fresh new brand mark, which accurately conveys the company's spirit, pride, and energy. Finally, we assisted the company with a complete re-design of all collateral, signage, advertising, web and mobile interfaces, and more.









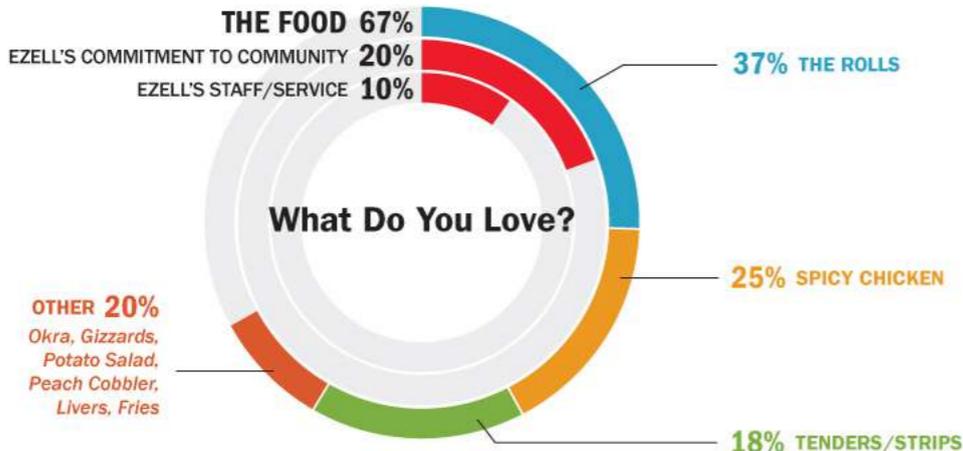
Case Study

Ezell's Famous Chicken

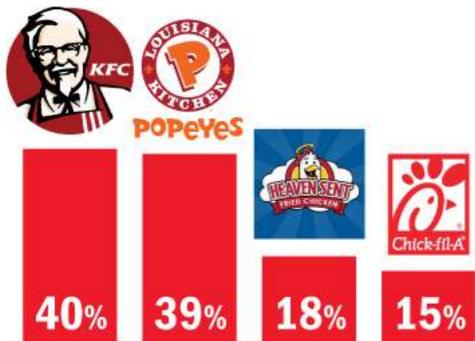
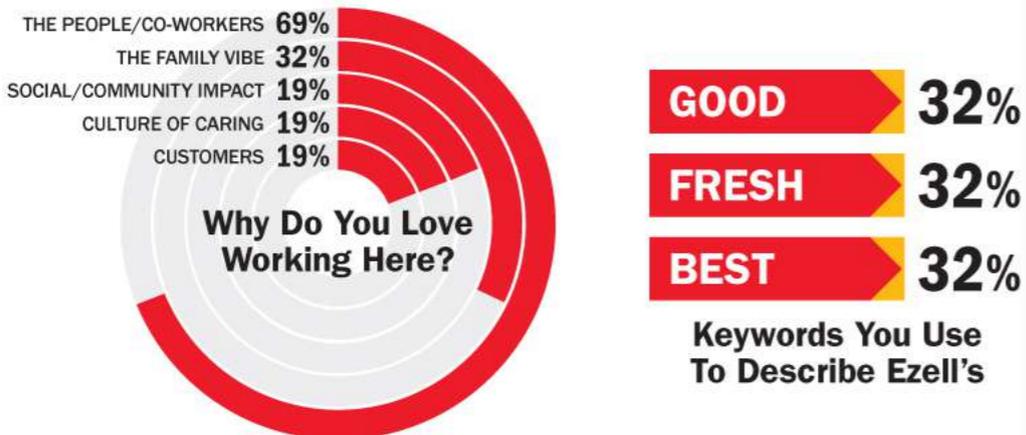
Bullseye Creative worked with the locally-owned chain of chicken restaurants to develop a brand platform that helped the company differentiate in a competitive marketplace. The research helped develop a creative message that perfectly encapsulated the company's core values, and set them apart in the minds of their customers—their most valuable advocates. Since the delivery of these creative results, the 40 year-old company has continued to grow, opening several additional locations in the Puget Sound.



CUSTOMERS

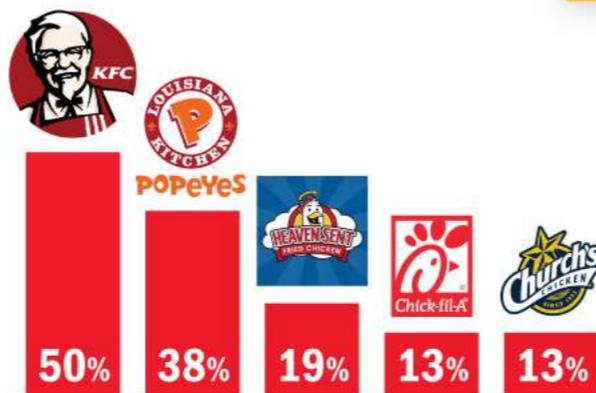


EMPLOYEES



(Also Fat's, Quick Pack, Saars, Cane's, Chicken N Mo, Church's, Marco Polo, Ma'Ono, Duck Island. Plus Dick's and Taco Time)

CUSTOMERS



(Also "Grocery" and Buffalo Wild Wings)

EMPLOYEES

Keep Logotype Separate from Chicken



Never Scale Chicken Down to Fit Inside of Logotype





Stamp Logo on Wax Paper



Print Logo/Messaging Pattern on Wax Paper



Square-Bottom Plastic Bag with Clear Messaging



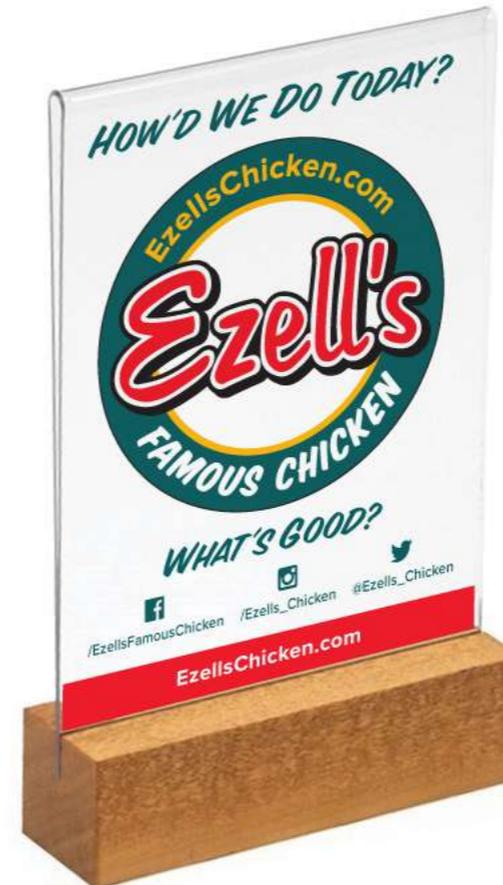
Tell Story on Inside Box Top

Sticker on Red Box



Belly Band Slides Over Closed Clamshell or Box

Gable Box (Full-Coverage Identifier and Messaging)



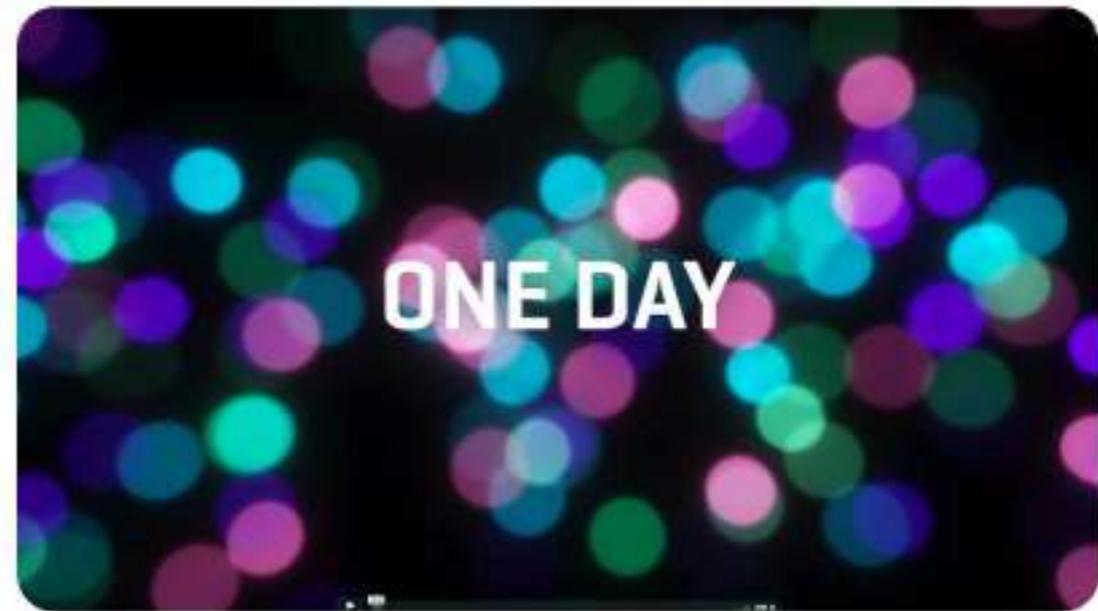


Case Study

Fred Hutch

At the recent Fred Hutch Holiday Gala, Bullseye Creative developed an emotional message that focused on the organization's need for philanthropic support in combating pediatric cancers. This included Bullseye's concept and coordination of a scripted introductory speech, a video story, a live musical performance by Seattle-area musician, Noah Gundersen, and a procession of the many families of children who have lost their battle to this terrible disease. The "raise the paddle" fundraising that immediately followed our choreographed performance brought in a record-breaking total of \$13.35 million for pediatric cancer research!





e-Park Here.



AND HERE. AND HERE.
AND HERE.

seattle.gov/ePARKmobile



Case Study

SDOT e-Park

Bullseye Creative developed the name and brand identity for Seattle Department of Transportation's electronic parking guidance system, "e-Park." Our work included the development of name and visual identity, signage, direct marketing, media, video, web, and event promotion.



Find Parking Faster
seattle.gov/ePARK

seattle.gov/ePARK	OPEN SPACES
← Pacific Place	248
↑ 3rd & Stewart	137
↑ Pike Place Market	88
← Convention Center	656



e-Park and Be Merry

seattle.gov/ePARK	OPEN SPACES
← Pacific Place	248
↑ 3rd & Stewart	137
↑ Pike Place Market	88
← Convention Center	656

**Real-Time Downtown Seattle
Holiday Parking Info**

e-Park Here.
AND HERE. AND HERE.
AND HERE.

seattle.gov/ePARKmobile

e-Park Here.

167 OPEN SPACES

AND HERE. AND HERE. AND HERE.

seattle.gov/ePARKmobile



**Lots of Family Fun Aboard the
Holiday Carousel at Westlake Park**

e-Park is a proud sponsor of the Holiday Carousel at Westlake Park, a classic winter tradition. Let e-Park guide you to your parking garage, then take a magical turn on the festive ride. The Holiday Carousel is fun for the whole family, and your donations support Treehouse, a local non-profit helping Seattle-area foster children in need.

Enter Online to Win
TICKETS TO ONE OF FOUR GREAT HOLIDAY SHOWS
HAPPENING IN DOWNTOWN SEATTLE

A Christmas Carol ACT THEATRE	Black Nativity HOODE THEATRE
Music of Mannheim Steamroller THE PARAMOUNT THEATRE	Cinderella 5TH AVENUE THEATRE

seattle.gov/ePARK



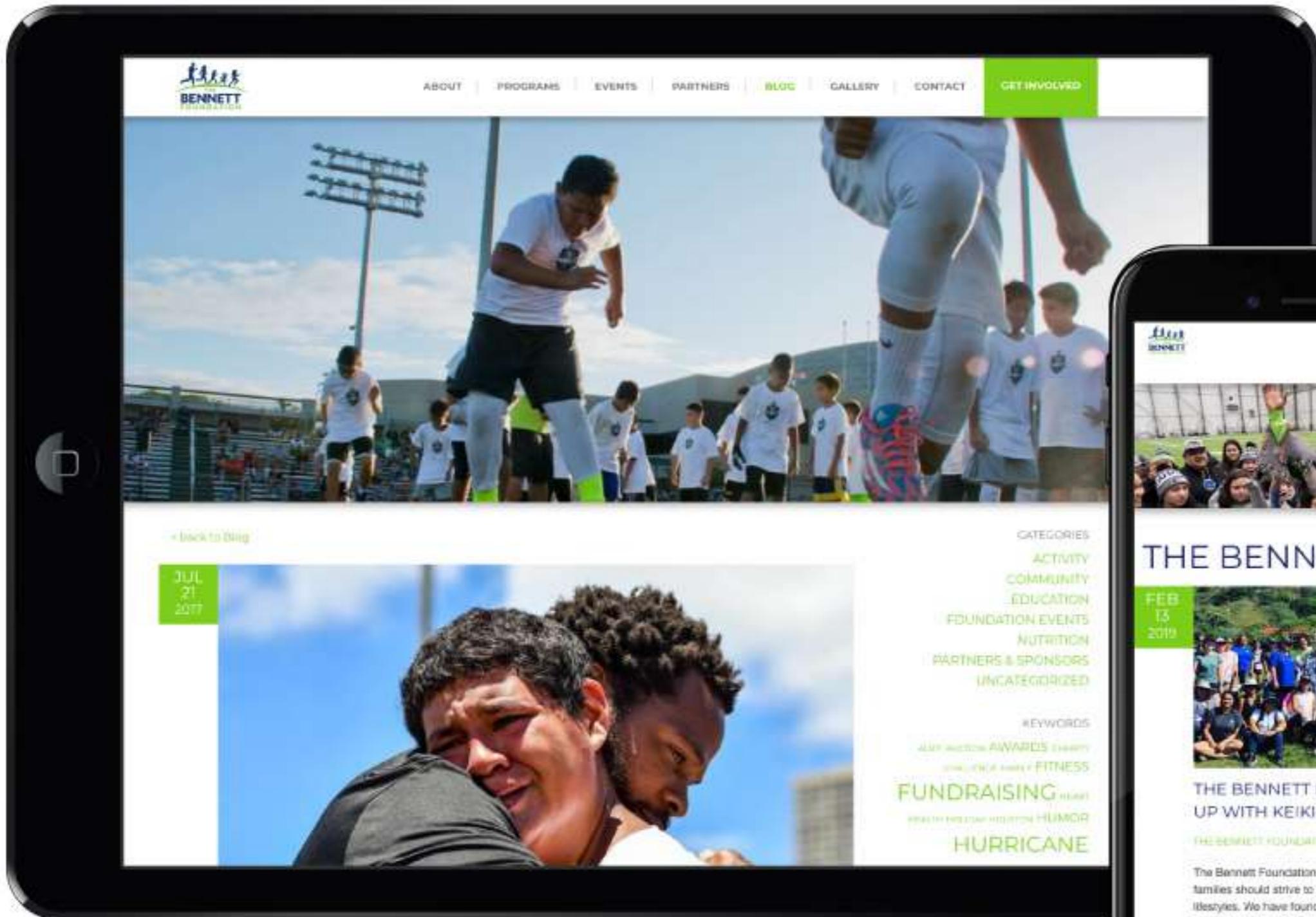
Case Study

The Michael Bennett Foundation

Bullseye Creative developed the brand, website, and social media marketing message for the family foundation of former Seattle Seahawks player, Michael Bennett. Our brand messaging work set the tone, launching the organization and helping them reach under-served youth and families to tackle childhood obesity and promote social equity. In a time of crisis, Bullseye utilized the power of social media to bring people together and raise over \$150,000 in support of Texas flood victims. We've managed the organization's website and social media voice, extending the reach and impact of Michael's life changing charitable work.







BARTELL



LAYER THREE
B
Neighborhood Market
Unique Food, Candy & Novelty Items

GOOD CUSTOMER SERVICE ON ALL LEVELS



Case Study

Bartell Drugs

Bullseye Creative partnered with the retail and food & beverage research firm, Hartman Group to develop a brand strategy for Bartell Drugs, defining the local pharmacy's unique selling proposition. The creative brand strategy was then introduced internally to all team members, as well as externally to current and prospective customers. Bullseye's brand presentation led to a refresh of store layouts as well as a consistent delivery of all updated marketing communications.





BARTELL

Who We Are

BARTELL'S BRAND EXPERIENCE is Anchored by Three Pillars



Who We Are **B**



Our SECRET Formula

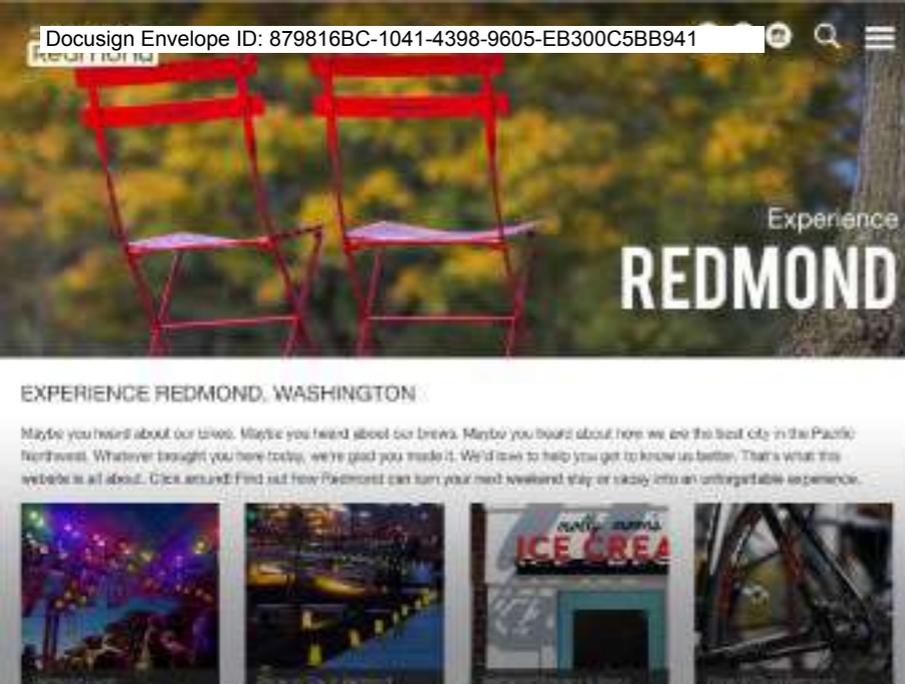
BARTELL'S UNIQUE BRAND EXPERIENCE HAPPENS WHEN TWO SEEMINGLY OPPOSITE FORCES COLLIDE:

C = Consistency (Dependability - You always know what you're going to get)

U = Unpredictability (Surprise and Delight - You never know what you're going to get)

$$(C) + (U) = BrEx$$





Digital Experience

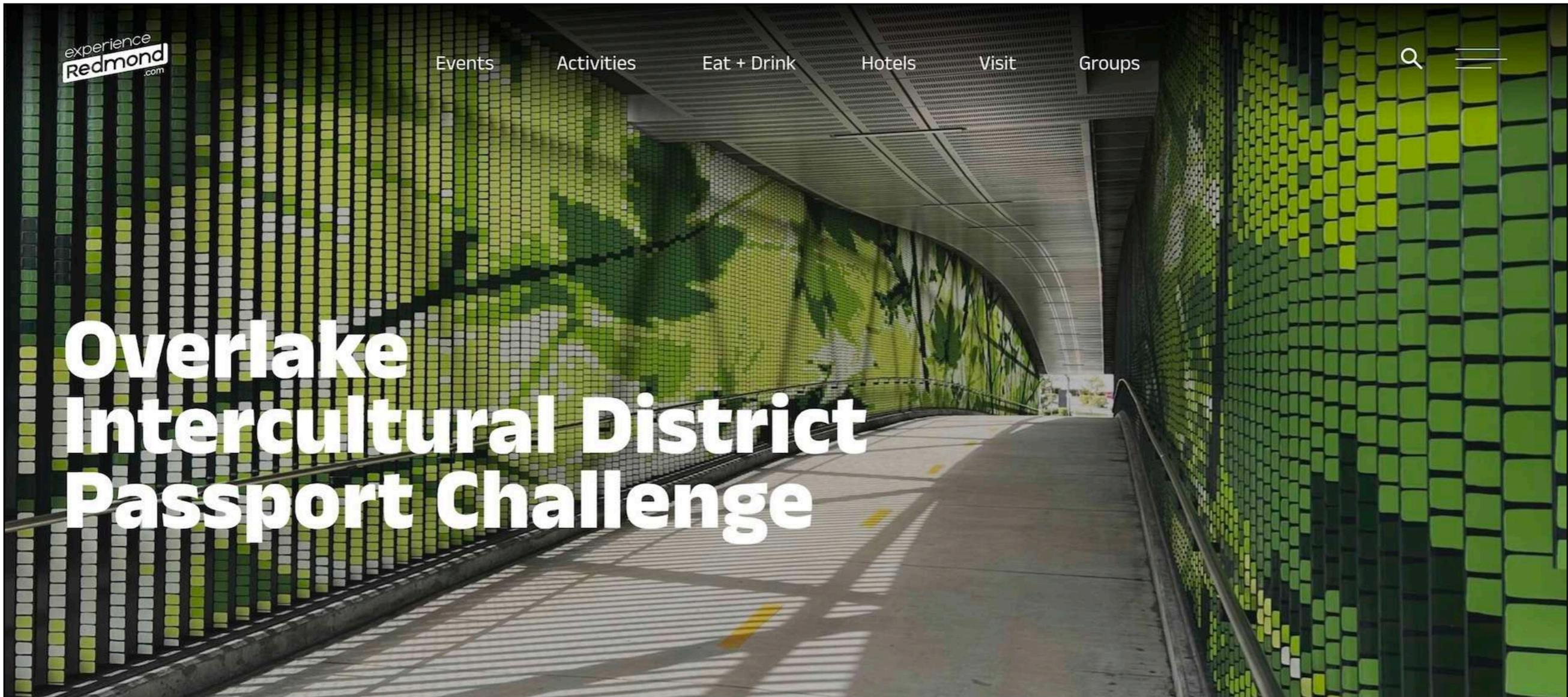
We have been designing and developing award-winning websites and digital marketing communication tools for nearly three decades. Our websites focus on clean and concise presentations of brand messages, with targeted delivery of marketing strategies.





Experience Redmond Brand & Website

[View Website](#)



Overlake Intercultural District Passport Challenge

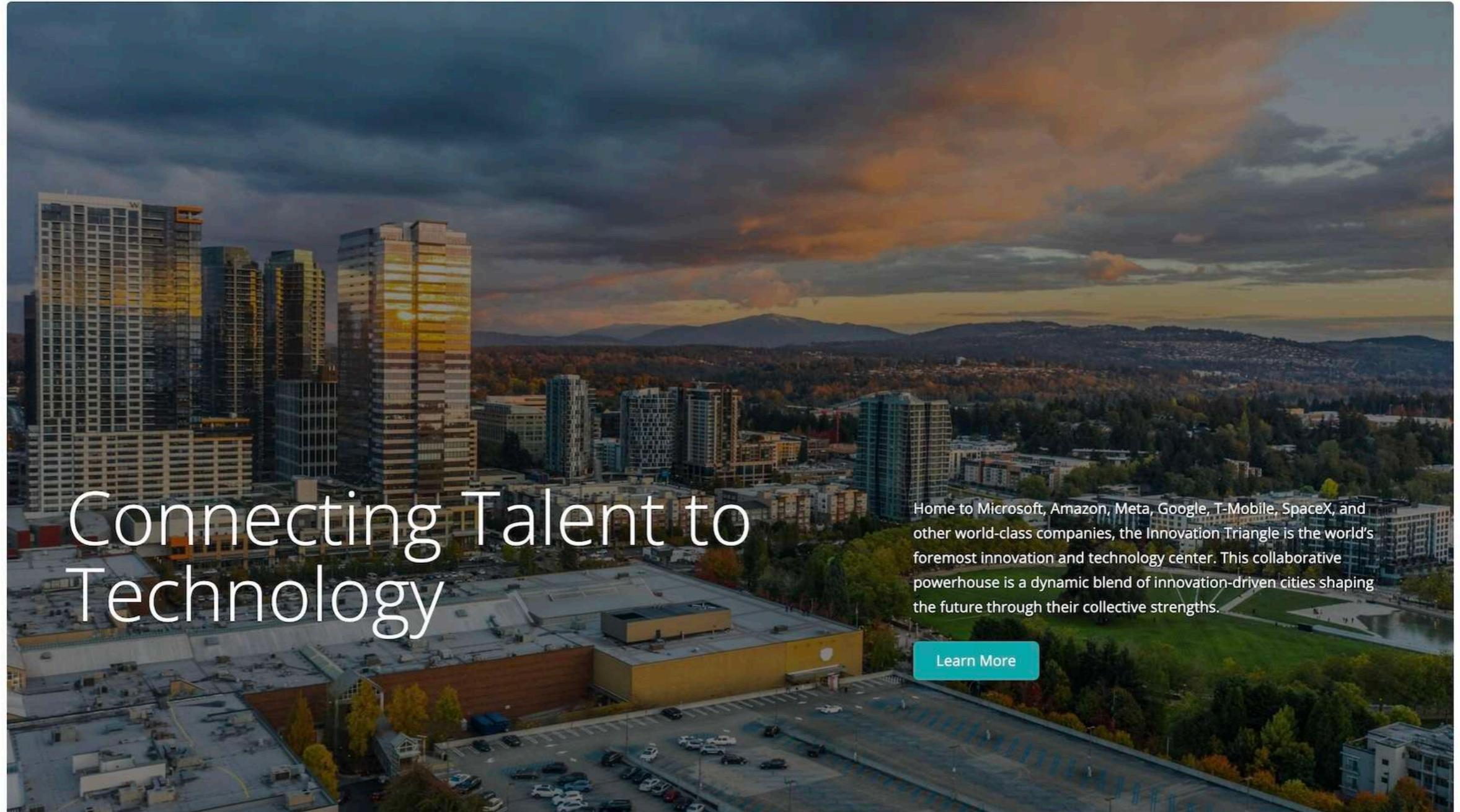
Ride the 2 Line, Explore Overlake, Win Prizes

THIS PROGRAM HAS CONCLUDED



Overlake Passport Challenge & Sound Transit Promotion

[View Website](#) [View Video](#)



Connecting Talent to Technology

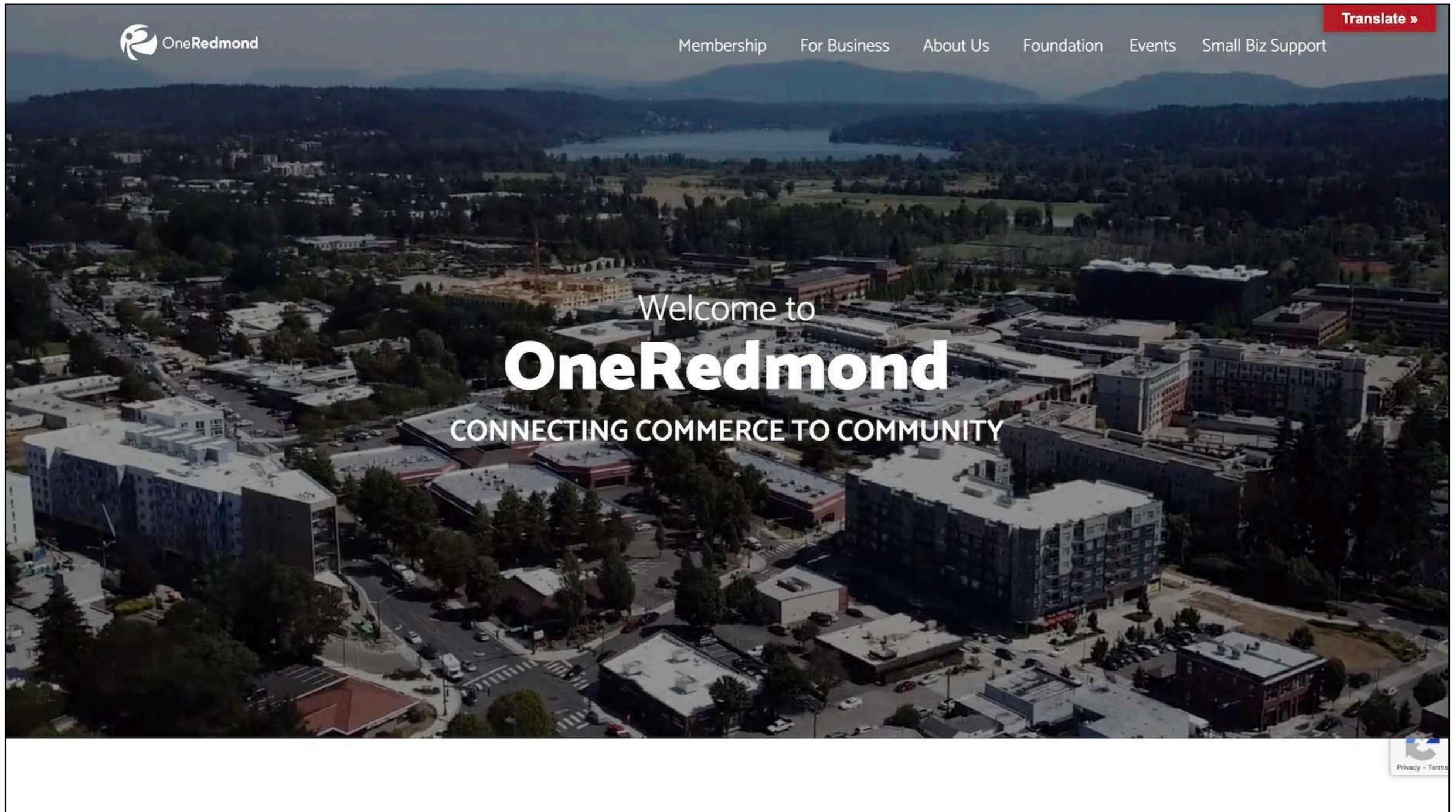
Home to Microsoft, Amazon, Meta, Google, T-Mobile, SpaceX, and other world-class companies, the Innovation Triangle is the world's foremost innovation and technology center. This collaborative powerhouse is a dynamic blend of innovation-driven cities shaping the future through their collective strengths.

[Learn More](#)



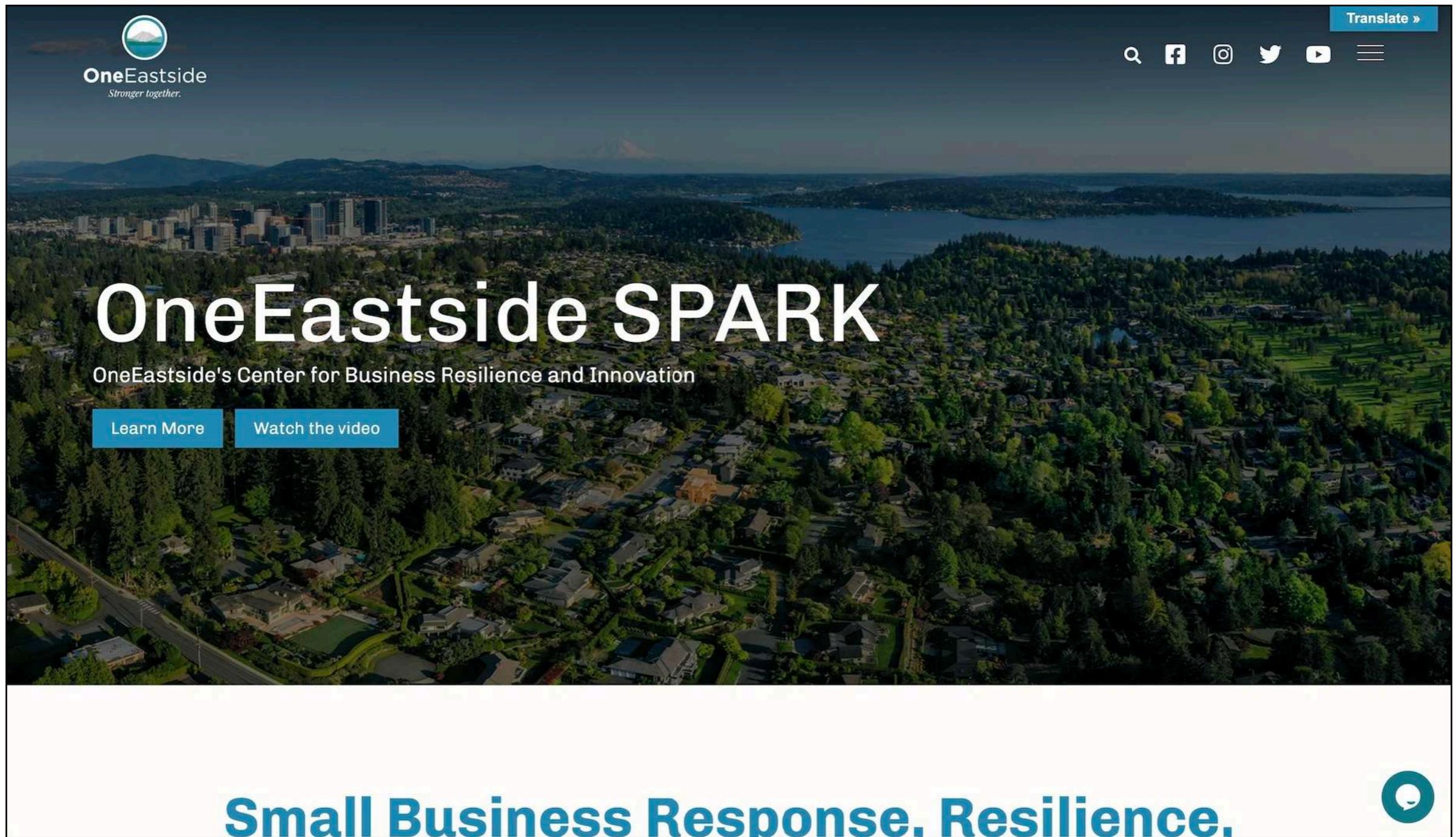
Innovation Triangle Website

[View Website](#)



OneRedmond Website

[View Website](#)



OneEastside
Stronger together.

Translate »

Search, Facebook, Instagram, Twitter, YouTube, Menu icons

OneEastside SPARK

OneEastside's Center for Business Resilience and Innovation

[Learn More](#) [Watch the video](#)

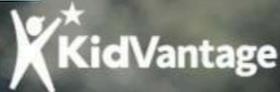
Small Business Response. Resilience.

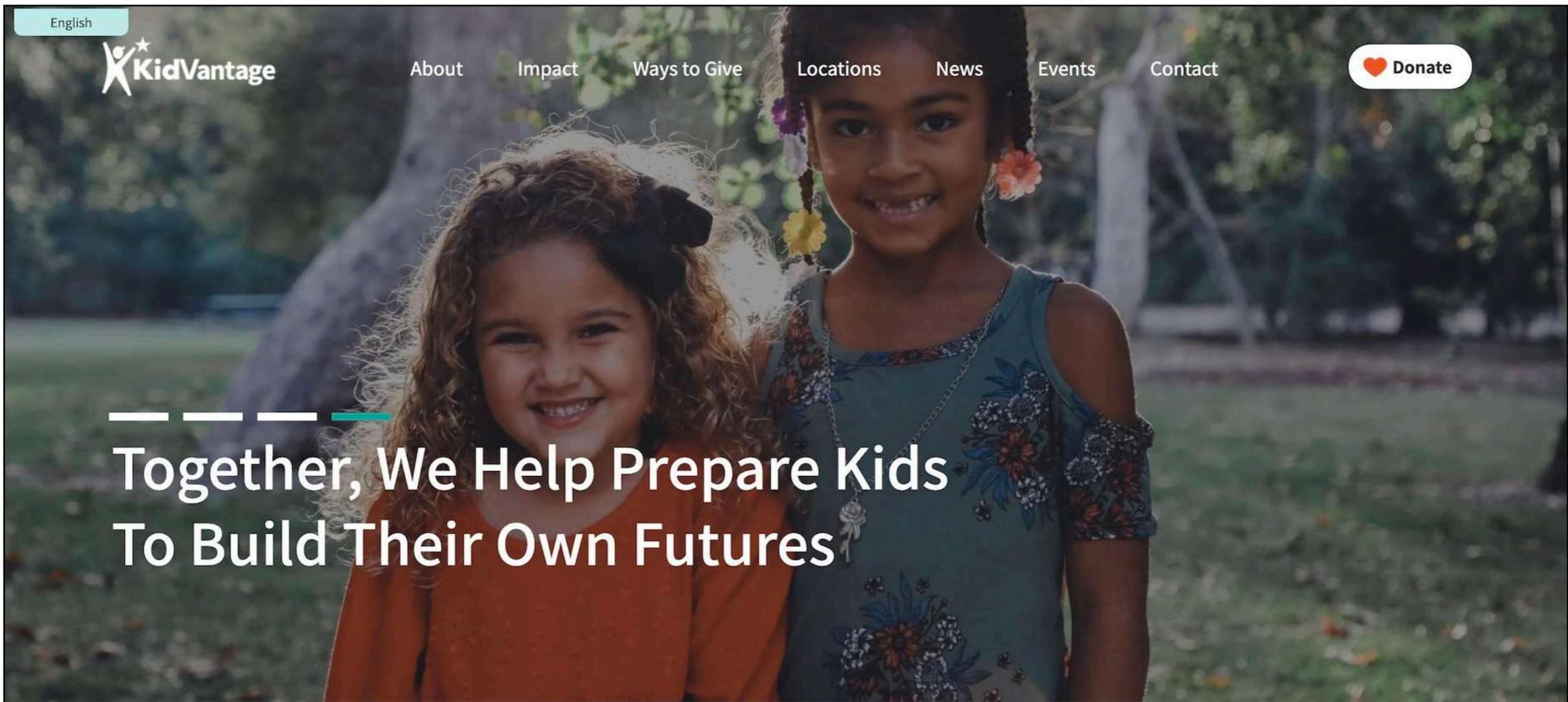


OneEastside Website

[View Website](#)

English

 [About](#) [Impact](#) [Ways to Give](#) [Locations](#) [News](#) [Events](#) [Contact](#) [Donate](#)



Together, We Help Prepare Kids To Build Their Own Futures

 Your support today matters to kids

 Lend a helping hand at one of our Hubs

 Donate goods at one of our hubs!



KidVantage Brand & Website

[View Website](#)



Summer Camps and Programs Now Happening!

Summer Programs and Summer camps are now available! Please check out the magazine for more information.

[View Summer Magazine](#)



Family First Community Center Website

[View Website](#)



MOTO Pizza Brand & Website

[View Website](#)

Let's work together.



Bullseye Creative

P 206 683 4239 | BullseyeCreative.com

Certificate Of Completion

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Subject: RFP 10830-24 Tourism Marketing and Business Promotion Program Consultant, Closing 8/6/24 @ 10am PST	
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Certificate Pages: 2	Initials: 0
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Envelopeld Stamping: Enabled	DocuSign Purchasing
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	15670 Ne 85th St
	Redmond, WA 98052
	docusignpurchasing@redmond.gov
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Record Tracking

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

Signer Events

Peter Klauser
 peterk@bullseyecreative.com
 President
 Bullseye Creative, Inc
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 E85565ECBFD8429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 76.146.117.112

Timestamp

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 Viewed: 8/5/2024 11:23:49 PM
 Signed: 8/5/2024 11:26:15 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Secure Bids
 SecureBids@Redmond.gov
 Security Level: Email, Account Authentication (None)

Completed
 Using IP Address: 35.135.113.181

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 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps



**PLANNING COMMISSION REPORT AND RECOMMENDATION TO
CITY COUNCIL**

June 26, 2024

Project File Number:	LAND-2024-00094/SEPA-2024-00100
Proposal Name:	Amendments to the Redmond Zoning Code for Legislative Conformance with SB 5290 and HB 1293
Applicant:	City of Redmond
Staff Contacts:	<p>David Lee, Manager, Current Development and Implementation, 425-556-2462</p> <p>Todd Rawlings, Process Improvement Manager, 425-556-2421</p> <p>Tim McHarg, Principal Planner, 425-556-2414</p> <p>Kimberly Dietz, Principal Planner, 425-556-2415</p>

FINDINGS OF FACT

Public Hearing and Notice

- a. **Planning Commission Study Session and Public Hearing Dates**
 - i. The City of Redmond Planning Commission held study sessions on May 8, 2024; May 29, 2024; and June 12, 2024.
 - ii. The City of Redmond Planning Commission held a public hearing on the proposed amendments on May 29, 2024 and held the hearing open for written comments through June 12, 2024. Verbal and written comments were received and are provided as Appendix C Public Comment Matrix.
- b. **Notice and Public Involvement**

The public hearing notice was published in the Seattle Times on May 8, 2024 in accordance with RZC 21.76.080 Review Procedures. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies. Additional public outreach included:

 - i. Email to Code Clean-Up Parties of Record;
 - ii. Posting on the Redmond Zoning Code Rewrite project webpage; and
 - iii. Notice of the Public Hearing sent through city E-News.

Redmond Zoning Code Text Amendment Summary and Criteria

The City recommends amendments to the Redmond Zoning Code for consistency with Senate Bill 5290 for local permit review and House Bill 1293 for streamlining development regulations including design review. The amendments herein involve RZC chapters 21.76 Review Procedures; 21.58 Introduction – Design Standards, Scope, and Authority; 21.78 Definitions; and related, minor amendments to the Redmond Zoning Code. The full amendments are provided as Attachment A: Recommended Zoning Code Amendments.

Planning Commission Report - Findings and Conclusions

Amendments to the Redmond Municipal and Zoning Codes for Legislative Conformance with SB 5290 and HB 1293

June 26, 2024

Staff Analysis

RZC 21.76.070 AE - TEXT AMENDMENT	MEETS/ DOES NOT MEET CRITERIA
All amendments to the RZC processed under this section shall be in conformance with the Comprehensive Plan.	Meets

In addition, staff analysis is provided in Attachments B and C to the Technical Committee's May 1, 2024 Report.

Recommended Conclusions of the Technical Committee

On May 1, 2024, the Technical Committee reviewed amendments to the Redmond Zoning and Municipal Codes, identified as Attachment A to the Technical Committee Report, and found the amendments to be consistent with applicable review criteria and therefore recommended approval with no additional conditions.

RECOMMENDED CONCLUSIONS

The Planning Commission has reviewed:

- A. *Applicable criteria for approval: RZC 21.76.070 Criteria for Evaluation and Action, and*
- B. *The Technical Committee Report (Attachment A).*

Recommendation

The Planning Commission reviewed the amendments to the Redmond Zoning Code, identified as Attachment A to the Technical Committee Report, and found the amendments to be consistent with applicable review criteria and therefore recommended approval.

The Planning Commission also discussed in detail the Technical Committee's recommendations to amend the Redmond Municipal Code, as provided to the Commission for reference only. Commissioners sought additional information, included in the Planning Commission Issues Matrix (Appendix A), regarding the omission of the Design Review Board, staff's review process of project design, and the City's option for consulting with professional services for additional design support.



Carol Helland
Planning and Community Development Director

DocuSigned by:



2E66B1B4628E4A6...
Susan Weston
Planning Commission Chair

ATTACHMENTS

A. Recommended Amendments to the Redmond Zoning Code

- o [RZC 21.76 Review Procedures](#)
- o [RZC 21.58 Introduction - Design Standards, Scope, and Authority](#)
- o [RZC 21.78 Definitions](#)

Planning Commission Report - Findings and Conclusions

Amendments to the Redmond Municipal and Zoning Codes for Legislative Conformance with SB 5290 and HB 1293

June 26, 2024

APPENDICES

- A. Planning Commission Final Issues Matrix**
- B. Public Hearing Notice**
- C. Public Hearing Meeting Minutes - May 29, 2024**
- D. Public Comment Matrix and Attachment**
- E. [Technical Committee Report](#)**

Chapter 21.76
REVIEW PROCEDURES

Sections:

21.76.010	User Guide.
21.76.020	Overview of the Development Process.
21.76.030	Application Requirements.
21.76.040	Time Frames for Review.
21.76.050	Permit Types and Procedures.
21.76.060	Process Steps and Decision Makers.
21.76.070	Land Use Actions and Decision Criteria.
21.76.080	Notices.
21.76.090	Post-Approval Actions.
21.76.100	Miscellaneous.

21.76.010 User Guide.

A. How to Use This Chapter. This chapter sets forth the procedural steps for each of the six processes which the City of Redmond uses to review development applications. In navigating this chapter, the user should:

1. ~~First, d~~Determine the application that is required for the **proposed** development ~~the user is interested in~~ by either reviewing descriptions of the various permit types found in RZC 21.76.050, Permit Types and Procedures, or by contacting the **Redmond** Development Services Center.
2. ~~Second, d~~Determine which process applies to the development application the ~~user is interested in~~ by using the table set forth in RZC 21.76.050.C, Classification of Permits and Decisions - Table.
3. ~~Third, d~~Determine the steps involved in processing the development application by consulting ~~the flow chart for~~ the selected process type in ~~Figures 76.3 through 76.8~~ **RZC 21.76.050 Permit Types and Procedures.**
4. ~~Fourth, d~~Determine the application submittal requirements by consulting RZC 21.76.030, Application Requirements.
5. ~~Fifth, review the detailed explanations of the steps set forth in the flow chart by reviewing RZC 21.76.060.~~

~~56. Finally, r~~**R**review the land use actions and decision criteria set forth in RZC 21.76.070, Land Use Actions and Decision Criteria, in order to determine whether any of the criteria for any of the specific uses described in that section must be met.

Effective on: 4/16/2011

21.76.020 Overview of the Development Process.

A. Purpose. The purpose of this chapter is to provide a general overview of the development application review process. Detailed administrative review procedures for applications and land use actions classified as Type I through Type VI are outlined in RZC 21.76.050, Permit Types and Procedures.

~~1. Process Flow Chart. The flow chart in Figure 21.76.020A below generally depicts the overall review process for development. The process may vary for individual permits based upon the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~

Figure 21.76.020A
Process Flow Chart-Overall Reviews of Development Applications

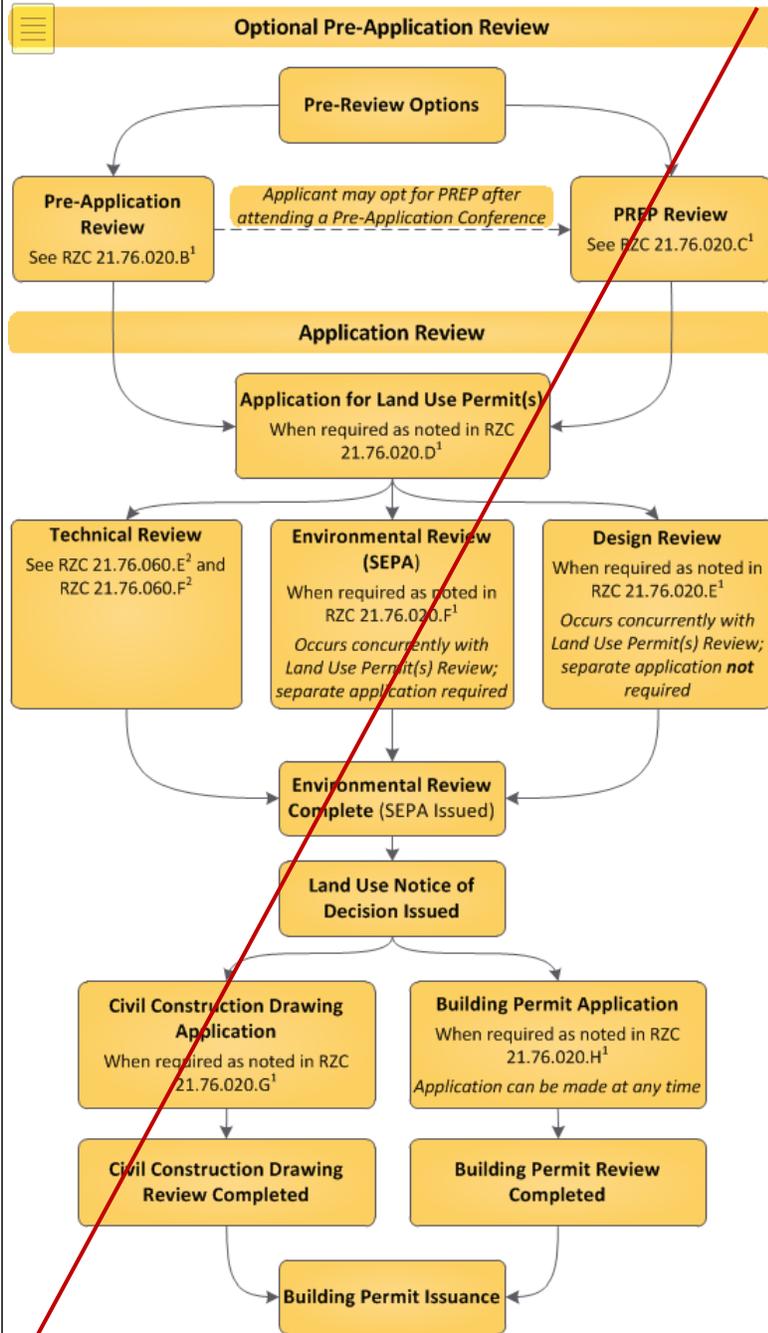


Figure Notes:

Figure 21.76.020A**Process Flow Chart-Overall Reviews of Development Applications**

A. Link to RZC 21.76.020

B. Link to RZC 21.76.060

B. Pre-Application Conferences.

1. Purpose. The purpose of a pre-application conference is to provide applicants with the opportunity to meet with technical review staff prior to submitting an application, in order to review the proposed action, to become familiar with City policies, plans, and development requirements.

Pre-application procedures and submittal requirements are determined by the Administrator and available at the Redmond Development Services Center.

**2. Applicability.**

a. **Pre-application conferences may be requested for Type I applications.**

b. Pre-application conferences are required for Type II Site Plan Entitlement applications proposing new floor area comprising a total area of more than 20,000 square feet. Pre-application conferences are optional but recommended for **all other** Type II **applications.**

c. Pre-application conferences are required for Type III-VI land use permits. ~~**Pre-application procedures and submittal requirements shall be determined by the Administrator and available in the Redmond Development Services Center.**~~

d. The Administrator may waive the requirement for a pre-application conference when any of the following criteria are met:

ii. The impacts of the project have been demonstrated to be no greater than the current conditions within the project limits; or

ii. The applicant is employing an alternative approach whereby the City is providing technical review in a manner that is more comprehensive than the pre-application process.

~~2-3.~~ Design Review. When design review is required, a pre-application conference ~~with the Design Review Board~~ is recommended.

~~3-4.~~ Limitations. It is impossible for the conference to be an exhaustive review of all potential issues. The discussions at the conference ~~shall~~ **must** not bind or prohibit the City's future application or enforcement of all applicable regulations.

~~C. Pre-Review Entitlement Process (PREP).~~

~~1. Purpose. The purpose of the PREP process is to:~~

~~a. Assist applicants to prepare a code-compliant land use application;~~

~~b. Eliminate the City's need to request additional information that causes resubmittals, resubmittal fees, and further City review, and that extends project approval dates;~~

~~c. Approve or recommend approval of land use applications following one Technical Committee review; and~~

~~d. Reduce time frames for approval of land use applications by expediting issue resolution through one-on-one collaboration between applicants and City staff.~~

~~2. Overview. PREP review is an optional process for certain land use permits which requires applicants to work collaboratively with review staff and the Design Review Board (if required) to achieve a code-compliant submittal prior to permit application. For PREP, an application must already be code-compliant and in-approvable form to be considered complete. Upon submittal of the land use application, completion of environmental review and public notification takes place. Pending any changes that may result from public and/or environmental review, the Technical Committee will move forward to issue its decision or recommendation at the first Technical Committee and Design Review Board meetings following submittal of the land use application.~~

~~3. Eligibility. Any land use permit that is subject to resubmittal fees according to the adopted fee schedule is eligible for review under the PREP process.~~

~~4. Relationship to Pre-Application Meetings. Pre-application meetings are intended as a onetime meeting with review staff to obtain an overview of applicable regulations and process. Applicants may choose to attend a pre-application meeting and opt in to the PREP process if they so desire.~~

~~5. Submittal Requirements. Applicants must submit the PREP Kickoff Meeting Submittal Form and required materials, along with the required fee, in order to initiate PREP review.~~

~~6. Memorandum of Understanding. After the PREP Kickoff Meeting and prior to beginning project review, the applicant must sign a Memorandum of Understanding in a form approved by the Administrator that:~~

~~a. Provides a description of the proposed project;~~

~~b. Identifies the applicant's project team and primary contact;~~

~~c. Declares turnaround time commitments for the applicant and the Development Services staff;~~

~~d. States requests for deviation from code requirements;~~

~~e. Identifies Development Services review staff assigned to the project;~~

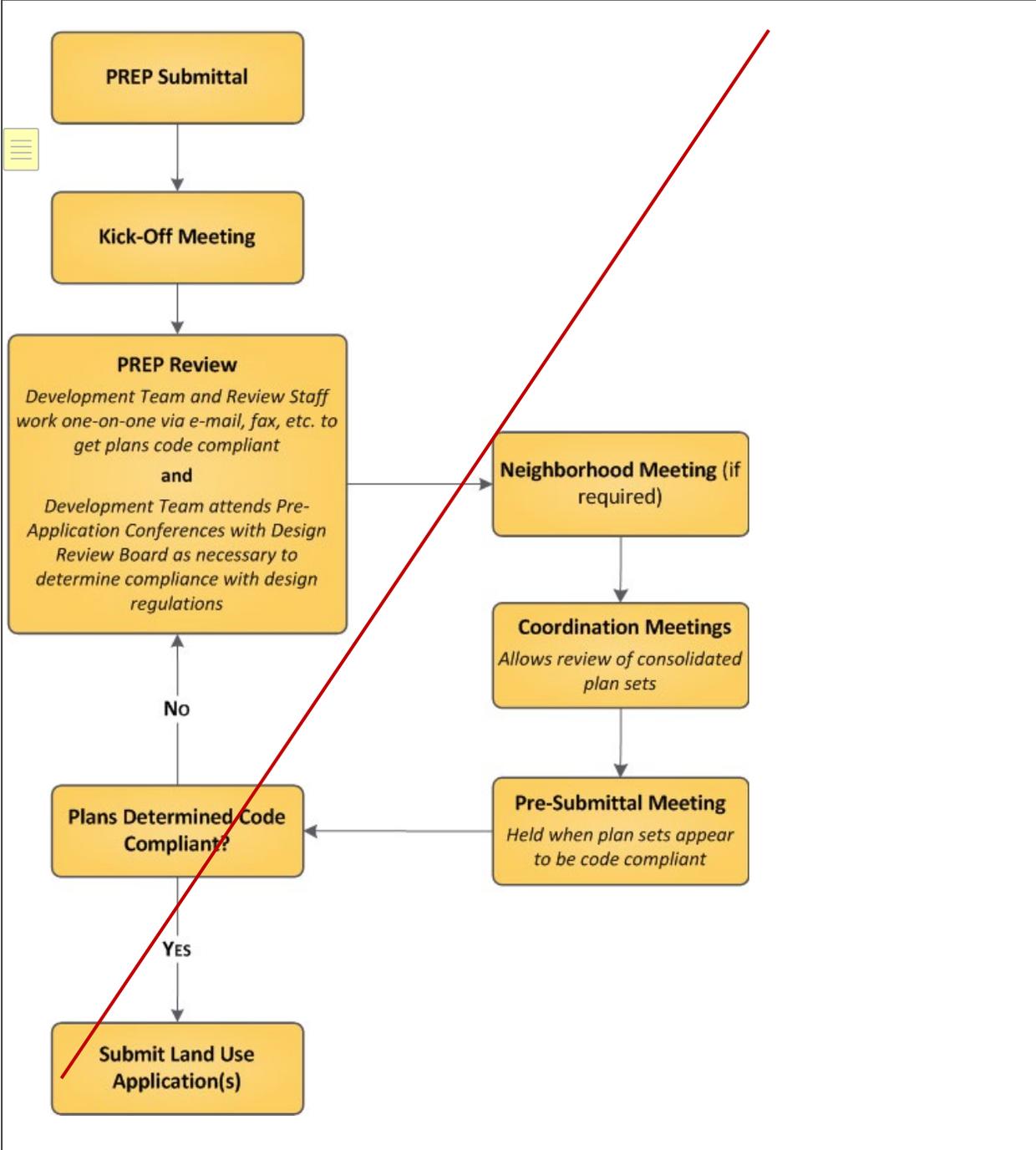
~~f. Describes requirements for staying in PREP;~~

~~g. Describes vesting procedures; and~~

~~h. Describes Design Review Board procedures, if applicable.~~

~~7. Process Flow Chart. The flow chart in Figure 21.76.020B below generally depicts the PREP process. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~

Figure 21.76.020B
Process Flow Chart - PREP



D. Land Use Permit Review **Generally**.

1. Purpose. The purpose of this section is to establish general procedures for reviewing all land use permit applications. The purpose of the land use permit review process is to determine compliance with the City's applicable development regulations, Comprehensive Plan provisions, as well as applicable RCW (Revised Code of Washington), and WAC (Washington Administrative Code) regulations. This section is not intended to include:

- a. Requirements for compliance with the City's building and construction codes, RMC Title 15, Buildings and Construction, determined during building permit review, or
- b. Requirements for civil construction drawing approval as described in RZC 21.76.020.G, Civil Construction Drawing Review.

2. Applicability. Review and approval of one or more land use permits is generally required for any public, semipublic or private proposal for new construction or exterior modification to a building or site, including multifamily, commercial, industrial, utility construction, expansion or exterior remodeling of structures, parking, or landscaping. Other actions requiring a land use permit include **some** interior tenant improvements ~~that propose additional square footage (such as a mezzanine)~~ **as described in RZC 21.76.020.D.3 below**, master plans, proposed development within the Shoreline Jurisdiction, subdivision of land or modification to property boundaries, construction of telecommunication facilities, modifications to historic landmarks and proposed variances or modifications from adopted code standards, such as site requirements, critical area regulations and shoreline regulations. ~~Land use approval is also required for any proposed modification to the RZC (including the Zoning Map) or Comprehensive Plan (including the Comprehensive Land Use Map).~~ Land use permit approval is not required for the following:

- a. Signs not associated with a historic landmark or a historic design district;
- b. Tenant improvements not associated with a historic landmark and not encompassing or triggering modification to the exterior of an existing building or **requiring a site plan pursuant to RZC 21.76.020.D.3 below**.

3. ~~Site Plan Required. Where modifications to a site are proposed or required, a site plan shall be submitted as part of all permit and project approval applications with the information required in RZC 21.76.030.D, Submittal Requirements~~ **The submittal requirements for Land Use Permits are specified in RZC 21.76.030 Application Requirements**. Additional information may be required to conduct an adequate review. Each application ~~shall~~ **must** be reviewed for **completeness and**

compliance with the requirements in this chapter. ~~Site plans shall be reviewed as part of the application approval process unless otherwise provided in this chapter.~~

a. Project permits for interior alterations are exempt from site plan review, provided the application does not result in the following:

i. Additional sleeping quarters or bedrooms;

ii. Nonconformity with federal emergency management agency substantial improvement thresholds; or

iii. Increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.

4. Procedures. All applications ~~shall~~ **must** be reviewed using the procedures set forth for the Type I through Type VI review processes in RZC 21.76.050, Permit Types and Procedures.

5. Decision.

a. The approval authority ~~shall~~ **must** approve, approve with conditions, or deny the application based upon the applicable decision criteria. The approval authority may grant final approval subject to any conditions it feels necessary to protect and promote the health, safety, and general welfare of the community.

b. Such conditions may include, but are not limited to the following: the requirement of easements, covenants, and dedications; “fees-in-lieu-of”; the installation, maintenance and bonding of improvements, such as streets, landscaping, sewer, water, storm drainage, underground wiring, sidewalks, and trails; and the recording of any conditions to achieve the objectives of the Redmond Zoning Code with the King County ~~Department of Records and Elections~~ **Recorders Office or its successor agency.**

E. Design Review.

	<u>Design Review Board User Guide</u>
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1. Purpose. The purpose of design review is to:

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- a. Encourage and promote the public health, safety, and general welfare of the ~~citizens of Redmond~~ **community**, including the development and coordination of municipal growth and services;
- b. Supplement the City's land use regulations in order to promote a-coordinated **City** development ~~of the undeveloped areas of the City~~, and conserve and restore natural beauty and other natural resources;
- c. Encourage originality, flexibility, **comfort**, and innovation in site planning and development, including the architecture, landscaping, and graphic design of proposed developments in relation to the City or design area as a whole;
- d. ~~Discourage monotonous, drab, and unsightly developments and to promote the orderliness of community growth, and the protection and enhancement of property values for the community as a whole and as they relate to each other~~ **Provide clear and objective development regulations governing the exterior design and site design of new development;**
- e. Aid in ensuring that structures, signs, and other improvements are **accessible and** properly related to their sites and the surrounding sites and structures, with due regard to the aesthetic qualities of the natural terrain and landscaping and ensuring that proper attention is given to exterior appearances of structures, signs and other improvements;
- f. Protect the heritage of the City **and retain the integrity of its** ~~by ensuring that~~ historic resources ~~retain integrity,~~ **by** ensuring that developments adjacent to historic landmarks are ~~compatible~~ **sensitive to the adjacent structure and site design**, and by encouraging design that is ~~appropriate~~ **complementary** to historic design districts;
- g. Protect and enhance the City's pleasant environments for living and working, and thus support and stimulate business and industry, and promote the desirability of investment and occupancy in business and other properties;
- h. Stabilize and improve property values and prevent blight areas to help provide an adequate tax base to the City to enable it to provide required services to its citizens; and
- i. ~~Foster civic pride and community spirit by reason of the City's favorable environment and thus promote and protect the peace, health, and welfare of the City and its citizens.~~ **Celebrate and respect community diversity, equity, and inclusion through the design of structures, sites, and other improvements through the implementation of universal design principals, flexibility for cultural design preferences, and other inclusive design techniques; and**

i. Promote sustainability and resiliency through adaptive reuse, material selection, green building techniques, and inclusive design.

2. Applicability. Compliance with RZC Article III, Design Standards, ~~shall is be~~ required for all applications requiring a building permit for exterior modifications, new construction and signs, projects requiring a Level II or III Certificate of Appropriateness, and any private or public development within the Shoreline Jurisdiction. The following are exempt from this requirement:

- a. ~~One and two unit~~ **Eight or less** residential ~~structures~~ **units on a lot** unless ~~the structure is a~~ historic landmark **is located on the lot. These applications are subject to compliance with RZC 21.08.180.;** and
- b. Tenant improvements not associated with a historic landmark or not encompassing modifications to the exterior of an existing building.

3. Review Authority.

- a. ~~The Design Review Board Administrator shall have~~ **has** design review authority ~~over for~~ all applications not exempt under subsection E.2 above that require a building permit and that have a total valuation of ~~\$50,000~~ **\$250,000 or more.** ~~, except for the following:~~
 - i. ~~Signs (other than sign programs); and~~
 - ii. ~~Commercial buildings located within the Industrial (I) zone, unless the site is located in areas of high public visibility such as arterials.~~
- b. The Landmarks ~~and Heritage~~ Commission shall have design review authority ~~over for~~ designated historic landmarks as outlined in RZC 21.76.060.H, 21.76.060.J, and 21.76.060.M.
- c. The Administrator shall have design review authority ~~on~~ **for** all building permit applications that have a total valuation of less than ~~\$50,000~~ **250,000** and are not specifically exempted **ed** from design review in subsection E.2 above.
- d. For projects reviewed by the Administrator that are not in compliance with the applicable design standards, the Administrator may refer the application to ~~the Design Review Board~~ **a third-party design consultant** for consultation.

e. For Level I Certificates of Appropriateness, the Administrator may consult with or use the authority of the King County Historic Preservation Officer or other preservation expert with similar qualifications.

f. The Administrator may refer the application for high-density development to a third-party design consultant for additional technical consultation.

4. Procedure. Design review requiring review **by a third-party design consultant** and decision by the **Technical Committee Design Review Board shall must** be conducted ~~as provided in pursuant to~~ RZC 21.76.060.G.

F. State Environmental Policy Act (SEPA) Review. All applications ~~shall~~ **must** be reviewed under the State Environmental Policy Act unless categorically exempt. The City's environmental review procedures are set forth in RZC 21.70, State Environmental Policy Act (SEPA) Procedures.

G. **Coordinated** Civil ~~Construction Drawing~~ Review.

1. Purpose. The purpose of this section is to establish procedures for reviewing civil construction drawings for site improvements. Civil construction drawings are detailed engineering documents that are required for improvements to a particular site. Civil construction drawings are reviewed through the Coordinated Civil Review ~~Process~~ **process**.

2. Applicability. **The Coordinated** Civil ~~Construction Drawing~~ Review **process** ~~shall~~ be required for all proposals that require construction or modification of streets, sidewalks, storm drainage, utilities, or any other surface or subsurface improvements that may be required.

3. Procedures.

a. After approval of the land use permit, civil construction drawings, if required, shall be submitted for review and approval, prior to issuance of a building permit or clearing and grading permit. Civil construction drawings may be submitted prior to approval of the land use permit, subject to Technical Committee approval.

i. The Administrator may allow the approval of building permits for residential structures within the Neighborhood Residential zoning district in advance of the approval of civil construction drawings, when the applicant has executed an agreement with the City of Redmond.

b. The submittal requirements for **the Coordinated Civil Review process** ~~civil construction drawings~~ are ~~available at the Development Services Center, as well as in the development permit approval documents,~~ **specified in RZC 21.76.030 Application Requirements.**

- c. Civil construction drawings ~~shall~~ **may** be approved only after review and approval of a land use permit application has been issued by the appropriate decision making body. Civil construction drawings ~~shall~~ **must** be reviewed to determine compliance with the approved land use permit.
- d. Civil construction drawings ~~shall~~ **may** be approved only upon completion of the environmental review process required under the State Environmental Policy Act (SEPA).

H. Building Permit Review.

1. Purpose. The purpose of this section is to establish procedures and requirements for administering and enforcing building and construction codes.
2. Applicability. A building permit ~~shall~~ be obtained whenever required under the International Building Code or International Residential Code, as adopted in RMC Chapter 15.08, Building Code.
3. Scope. This section shall govern all building and construction codes procedures and shall control in the event there are conflicts with other administrative, procedural and enforcement sections of the Redmond Zoning Code.
4. Procedures.
 - a. All land use permits required by the RZC must be obtained before any building or construction permit may be issued.
 - b. The Administrator shall review building permit applications for signs and may, at the Administrator's option, submit such applications to the Technical Committee and the Design Review Board for review.
 - c. All building and construction permits shall comply with the approved land use permit(s), if a land use permit is required.
 - d. Building permits may only be approved when the approval of the civil construction drawings, if required, has been granted.

i. The Administrator may allow the approval of building permits for residential structures within the Neighborhood Residential zoning district in advance of the approval of civil construction drawings, when the applicant has executed an agreement with the City of Redmond.

~~5. Complete Applications and Compliance Review. Upon the submittal of all required documents and fees for construction and/or final application approval, the appropriate City department shall review such submittals to determine if the application is complete. The appropriate department shall~~

~~determine compliance with all requirements, standards, and conditions of any previous or preliminary approvals before making a decision on the application.~~

6. Preconstruction Conference. Prior to undertaking any clearing, grading or construction, or any other improvements authorized by preliminary or final approval, the applicant or ~~his~~ **their** representative shall meet with the ~~Technical Committee, or~~ individual departments, regarding City standards and procedures, conditions of approval, and the proposed scheduling of development.

7. Performance Assurance. Performance assurance may be required as provided in RZC 21.76.090.F, Performance Assurance. (Ord. 2803; Ord. 2958)

Effective on: 4/27/2019

21.76.030 Application Requirements.

A. Purpose. The purpose of this section is to describe the requirements for making application for review, including pre-application conferences, submittal requirements, and fees.

B. Where to Apply. Applications for development permits and other land use actions ~~shall~~ **must** be made to the ~~Redmond~~ Development Services Center.

C. Who May Apply. The property owner or ~~any agent a representative~~ of the owner with ~~authorized~~ proof of ~~agency authorization to act on the owners behalf~~ may apply for a permit or approval under the type of process specified.

D. Submittal Requirements.

1. The Administrator shall specify submittal requirements needed for an application to be complete. Submittal requirements for each permit application ~~shall be~~ **are** available ~~in at~~ the **Redmond** Development Services Center. At a minimum the following ~~shall~~ **must** be submitted:

- a. ~~General~~ **Applicable** application form, including signature by the property owner, or person having authorization to sign on behalf of the property owner;
- b. Applicable fees;
- c. Environmental checklist (if not exempt);
- d. Applicable signatures, stamps or certifications;

e. All required items stated in the applicable application ~~submittal requirements handout– checklist.~~

2. Specific submittal requirements may be waived if determined to be unnecessary for review of an application. Alternatively, the Administrator may require additional material ~~when the Administrator– determines, after a determination of completeness is issued, that such information is needed to– adequately assess the proposed project or studies either at the time of the notice of completeness or subsequently if new information is required to adequately assess the proposed project, or substantial changes in the proposed project occur, as determined by the Administrator.~~

~~3. Submittal requirements for short subdivision and preliminary plat applications are set forth in– RZC Article V, Land Division.~~

E. Application and Inspection Fees.

1. Fee Schedule.

a. The schedule of fees adopted pursuant to this section shall govern assessment of fees to cover costs incurred by the City in considering action on land use and development applications. This schedule is available ~~in~~ at the Redmond Development Services Center.

b. ~~With respect to land use permit applications, building inspection, electrical, mechanical,– and plumbing permit fees, the The Administrator (~~Director of Planning and Community– Development~~) is hereby authorized to promulgate fee schedules and to revise periodically the same as needed in light of costs of administering said permit systems, subject to approval of the City Council by resolution. ~~With respect to clearing and grading, and site construction and– inspection permit fees, the Director of the Department of Public Works is hereby authorized to– promulgate fee schedules and to revise periodically the same as needed in light of costs of– administering said permit systems, subject to approval of the City Council by resolution. The Administrator is hereby authorized to administratively adjust fees adopted by City Council resolution on an annual basis to reflect changes in the consumer price index. As an alternative to the adoption of fees by City Council resolution, Said Directors the Administrator may alternatively elect to utilize the fee schedule set forth in the applicable uniform code when such code has been adopted by ordinance.~~~~

2. Fee Administration.

a. An application fee consisting of the appropriate itemized costs from the fee schedule ~~shall~~ must be collected from the applicant and receipted by the City prior to taking any action on an

application. A final inspection fee, consisting of the appropriate components from the fee schedule, ~~shall~~ **must** be collected from the applicant and received by the City prior to undertaking any steps to check plans or construction drawings, inspect improvements, or authorize final project approval or occupancy.

b. If at any time an applicant withdraws an application from the approval process prior to final approval, those itemized costs **determined by the Administrator** not **to have been** incurred ~~to any extent~~ by the City ~~shall~~ **must** be refunded **to the applicant as determined by the Administrator**.

c. In the event that actions of an applicant result in the repetition of the reviews, inspections, and other steps in the approval process, those items repeated ~~shall~~ **must** be charged to and paid by the applicant according to the fee schedule prior to any further processing of the application, **inspections, and other steps in the approval process** by the City.

d. Applicants seeking approval of multiple applications which are processed simultaneously, whereby single review costs are reduced, ~~shall~~ **must** be charged the larger of the itemized costs from the fee schedule or as determined by the Administrator. ~~The fee for any inspection shall be the larger of the totals computed on a per lot, per acre, or per application basis. The fee for any single application shall be the smaller of the totals computed on a per lot, per acre, or per application basis.~~

3. Fee Exemptions.

... (Administrative note: This portion of the RZC involves amendments that remain pending per the City's Middle Housing package. No amendments are proposed within this portion by way of the amendment package herein, in order to avoid inadvertent repeals of Middle Housing recommendations.)

Effective on: 2/27/2021

21.76.040 Time Frames for Review.

	Permit Processing Timelines User Guide
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A. Purpose. The purpose of this chapter is to comply with RCW 36.70B.070 and 36.70B.080, which require that a time frame be established to ensure applications are reviewed in a timely and predictable manner. This

Amendments reflecting Senate Bill 5290 and House Bill 1293 for permit and design review streamlining

chapter establishes the time frame and procedures for a determination of completeness and final decision for Type II, III, IV and V reviews, ~~except where the review involves a development agreement or a land-use permit for which a development agreement is required.~~ No time frames are established by this chapter for ~~Type I or Type VI reviews~~ V legislative actions ~~or for the review of development agreements or land use permits for which a development agreement is required.~~ See also, RZC 21.68.200, Shoreline Administration and Procedures.

B. Computing Time. Unless otherwise specified, all time frames are indicated as calendar days, ~~not working days. For the purposes of computing time, the day the determination or decision is rendered shall not be included.~~ pursuant to RCW 36.70B.080(1)(g) as now exists and subsequently amended. ~~The last day of the time period shall be included unless it is a Saturday, Sunday, or a day designated by RCW 1.16.050 or by the City's ordinances as a legal holiday, in which case it also is excluded, and the time period concludes at the end of the next business day.~~

C. Complete Application Review Time Frame. The following procedures shall be applied to new applications to which this chapter applies, except for Wireless Communication Facilities.

1. Applications ~~shall only be accepted during a scheduled appointment and~~ must be deemed procedurally complete only when all materials are provided in accordance with the applicable application submittal requirements brochure established by the Administrator (RZC 21.76.030.D Submittal Requirements). ~~For applications deemed complete, a determination of completeness shall be issued. For applications deemed incomplete, a determination of incompleteness will be issued identifying the items necessary to complete the application. The applicant has 90 days to submit the required items to the City. While RCW 36.70B.070 requires that a determination of completeness or incompleteness be issued within 28 days after the application is filed, the City makes every effort to issue such determinations sooner than required, and may be able to issue a determination on the same day as the application is filed.~~

a. Within 28 days after receiving a project permit application, pursuant to RCW 36.70A.040, the City must mail or provide in person a written determination of completeness to the applicant if it determines that the application is complete. The determination of completeness may include or be combined with the following as optional information:

i. A preliminary determination of those development regulations that will be used for project mitigation;

ii. A preliminary determination of consistency, as provided under RCW 36.70B.040;

iii. Other information the Administrator or their designee chooses to include; or

iv. The notice of application pursuant to the requirements in RCW 36.70B.110.

b. For applications deemed incomplete, a determination of incompleteness will be issued identifying the items necessary to complete the application.

c. The written determination must state either:

i. That the application is complete; or

ii. That the application is incomplete and that the application submittal requirements have not been met. The determination shall outline what is necessary to make the application procedurally complete. The written determination will also state that if the applicant is not responsive, pursuant to RCW 36.70B.080, for more than 60 consecutive days after the City has notified the applicant that additional information is required to further process the application, an additional 30 days may be added to the time periods for the City's action to issue a final decision for each type of project permit applicable to the project permit application.

2. If a determination of completeness or a determination of incompleteness is not issued within ~~the~~ 28 days, the application ~~shall must~~ be deemed **procedurally** complete ~~at the end of the twenty-eighth (28th) day on the 29th day after receiving a project permit application.~~

3. When a determination of incompleteness has been issued advising an applicant that additional items must be submitted before an application can be considered complete, the applicant shall be notified within 14 days after receipt of such additional items whether the application is then complete or whether additional items are still needed.

4. **Upon the submittal of all required documents and fees for application, construction, or final application approval, the appropriate City department will review such submittals to determine if the application is complete.**

a. An application is **procedurally** complete for purposes of this section when it meets the submittal requirements established by the Administrator and is sufficient for continued processing even though additional information may be required or project modifications may be undertaken subsequently.

b. The determination of completeness shall not preclude the Administrator from requesting additional information or studies either at the time of the determination of completeness or subsequently, if ~~new~~ **the** information is required to complete review of the application or substantial changes in the permit application are proposed.

Amendments reflecting Senate Bill 5290 and House Bill 1293 for permit and design review streamlining

5. To the extent known by the City, other agencies with jurisdiction over the project permit application shall be identified in the City's determination of completeness required by subsection C.1 of this section.

D. Application Review and Decision Time Frame. The following procedures shall be applied to new applications to which this chapter applies, except for applications for wireless communication facilities.

1. Additional Information. When additional information is determined by the Administrator to be necessary:

a. The applicant ~~shall~~ **must** update and resubmit corrected information, ~~within and not exceeding 90 days from the date of the additional information notification. If the applicant is not responsive, pursuant to RCW 36.70B.080, for more than 60 consecutive days after the City has notified the applicant that additional information is required to further process the application, an additional 30 days may be added to the time periods for the City's action to issue a final decision for each type of project permit applicable to the project permit application.~~ ;

b. ~~The period may be extended by the administrator upon showing proper justification. For purpose of this extension, the applicant shall must submit a written request no less than 30 days prior to the additional information expiration, RZC 21.76.090.C, Termination of Approval of Type I, II, and III Permits~~ **The City and the applicant may mutually agree in writing to extend the deadline for issuing a decision for a specific project permit application for any reasonable period of time;** and

c. Once the time period and any extensions have expired, approval ~~shall~~ **must** terminate; and the application is void and deemed withdrawn.

2. Time Frames for Issuing Final Decisions.

a. Decisions on Type I applications must be issued as a final decision within 65 days of the determination of completeness.

b. Decisions on Type II applications must be issued as a final decision within 100 days of the determination of completeness.

~~c. Decisions on Type II, III, IV or V applications, except applications for short plat approval, preliminary plat approval, or final plat approval, applications for development agreements and applications for land use permits for which a development agreement is required, shall not exceed 120 days, unless the Administrator makes written findings that a specified amount of additional time is needed for processing of a specific complete land use~~

~~application or unless the applicant and the City agree, in writing, to an extension. Decisions on short plat approval and final plat approval shall not exceed 30 days and decisions on preliminary plat approval shall not exceed 90 days. For purposes of calculating timelines and counting days of permit processing, the applicable time period shall begin on the first working day following the date the application is determined to be complete pursuant to RZC 21.76.040.C, Complete Application Review Time Frame, and shall only include the time during which the City can proceed with review of the application. **must be issued as a final decision within 170 days of the determination of completeness.**~~

3. Appeals. The time period for consideration and decision on appeals ~~shall~~ **must** not exceed:
 - a. Ninety days for an open record appeal hearing; and
 - b. Sixty days for a closed record appeal;
 - c. The parties may agree in writing to extend these time periods. Any extension of time must be mutually agreed upon by the applicant and the City in writing.

4. Exemptions. The time ~~limits~~ **periods** established in this title do not apply ~~if a project permit application~~ **in the event of the following conditions:**
 - a. ~~Requires~~ **A project permit application requires** approval of the siting of an essential public facility as provided in RCW 36.70A.200;
 - b. ~~Is substantially revised by the applicant, in which case the~~ **The** time periods **to process a permit shall must start over** from the date at which the revised project application is determined to be complete **if an applicant proposed a change in use that adds or removes commercial or residential elements from the original application that would make the application fail to meet the determination of procedural completeness for the new use;**
 - c. Once the time period and any extensions have expired, approval ~~shall terminate~~ **terminates;** and the application is void and deemed withdrawn;
 - d. **If, at any time, an applicant informs the City, in writing, that the applicant would like to temporarily suspend the review of their project for more than 60 days, or if an applicant is not responsive for more than 60 consecutive days after the city has notified the applicant, in writing, that additional information is required to further process their application, an additional 30 days may be added to the time periods for the City of Redmond's action to issue a final decision for each type of project permit that is subject to RZC Chapter 21.76 Review Procedures.**

i. Any written notice from the city to the applicant that additional information is required to further process the application must include a notice that nonresponsiveness for 60 consecutive days may result in 30 days being added to the time for review.

e. Limit on number of review cycles. The Technical Committee may issue a decision after two requests for the same additional information have remained unaddressed by materials submitted by the applicant. The city shall provide written notification to the applicant, informing them that a decision will be issued and providing the opportunity for one set of information to be submitted before the decision is issued. The intent of this provision is to allow the Technical Committee to issue a decision when the content of submittal materials demonstrates an inability or unwillingness to meet applicable code requirements after repeated requests by the city. It is not the intent of this section to limit good faith efforts to meet code requirements by submitting new information in pursuit of approval.

5. See also RZC 21.68.200, Shoreline Administration and Procedures.

E. Calculating Decision Time Frame. In determining the number of days that have elapsed after the City has notified the applicant that the application is complete for purposes of calculating the time for issuance of the decision, the following periods shall be excluded:

1. Any period during which the applicant has been requested by the City to correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the City notifies the applicant **in writing** of the need for additional information ~~until the earlier of the date the City determines whether the additional information satisfies the request for information or 14 days after the date the information has been provided to the City~~ **and the day when responsive information is resubmitted by the applicant;**
2. If the City determines that the information submitted by the applicant is insufficient, it shall notify the applicant of the deficiencies, and the procedures under subsection E.1 of this section shall apply as if a new request for information had been made;
3. Any period during which an Environmental Impact Statement is being prepared following a Determination of Significance pursuant to RCW Chapter 43.21C, or if the City and the applicant ~~in writing~~ **mutually agree in writing** to a time period for completion of an Environmental Impact Statement;
4. Any period ~~for administrative appeals of project permits, if an open record appeal hearing or a closed record appeal, or both, are allowed after an administrative appeal is filed until the administrative appeal is resolved and any additional time period provided by the administrative appeal has expired; and~~

5. Any period after an applicant informs the City of Redmond, in writing, that they would like to temporarily suspend review of the project permit application until the time that the applicant notifies the City of Redmond, in writing, that they would like to resume the application. The City of Redmond may set conditions for the temporary suspension of a permit application.

F. Wireless Communications Facilities. In order to comply with Federal law and FCC guidelines, applications for the following wireless communications facilities and systems ~~shall~~ **will** be finally approved, denied or conditionally approved within the following timeframes.

1. For all WCF applications, other than applications for Eligible Facilities Requests as described below, the City ~~shall~~ **will** approve, deny or conditionally approve the application within the timeframes fixed by Federal or State law, unless review of such application is tolled by mutual agreement.

2. Eligible Facilities Request.

a. Type of Review. Upon receipt of an application for an Eligible Facilities Request, the City ~~shall~~ **will** review such application to determine completeness.

b. Approval; Denial. An Eligible Facilities Request ~~shall~~ **will** be approved upon determination by the City that the proposed facilities modification does not substantially change the physical dimensions of an eligible support structure. An Eligible Facilities Request ~~shall~~ **will** be denied upon determination by the City that the proposed facilities modification will substantially change the physical dimensions of an eligible support structure.

c. Timing of Review. The City ~~shall~~ **will** issue its decision within sixty (60) days of receipt of an application, unless the review period is tolled by mutual agreement by the City and the applicant or according to subsection F.2.d.

d. Tolling of the Timeframe for Review. The 60-day review period begins to run when the application is filed, and may be tolled only by mutual agreement by the City and the applicant, or in cases where the City Administrator determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

i. To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

iii. Following a supplemental submission, the City will notify the applicant within 10 days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

e. Failure to Act. In the event the City fails to approve or deny an Eligible Facilities Request within the timeframe for review (accounting for any tolling), the request ~~shall~~ will be deemed granted. The deemed grant does not become effective until the applicant notifies the City Administrator in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

f. Remedies. Any action challenging a denial of an application or notice of a deemed approved remedy, ~~shall~~ must be brought in King County Superior Court or Federal Court for the Western District of Washington within thirty (30) days following the date of denial or following the date of notification of the deemed approved remedy.

3. The Administrator is hereby authorized to take appropriate administrative action, such as the hiring of a special hearing examiner, as well as expedited processing of applications, review and appeals, if any, in order to meet Federal or State time limits. (Ord. 2652; Ord. 2919; Ord. 2964; Ord. 3028)

Effective on: 2/27/2021

21.76.050 Permit Types and Procedures.

A. Purpose. The purpose of this chapter is to provide detailed administrative review procedures for applications and land use permits classified as Types I through VI.

B. Scope. Land use and development decisions, and legislative actions are classified into six processes based on who makes the decision, the amount of discretion exercised by the decision maker, the level of impact associated with the decision, the amount and type of input sought, and the type of appeal opportunity generally as follows:

Table 21.76.050A Permit Types						
	Permit Type					
	Type I Administrative	Type II Administrative	Type III Quasi- Judicial	Type IV Quasi- Judicial	Type V Quasi- Judicial	Type VI Legislative
Level of Impact and Level of Discretion Exercised by decision maker	Least level of impact or change to policy/regulation. Least level of discretion.					Potential for greatest level of impact due to changes in regulation or policy. Greatest level of discretion.
Input Sought	Minimal- generally no public notice required. No public hearing.	Notice of Application provided. No public hearing. Neighborhood meeting only required for short plats meeting certain criteria.	Notice of Application provided. Neighborhood meeting may be required. Public hearing is required.	Notice of Application provided. Neighborhood meeting may be required. Public hearing is required.	Notice of Application provided. Neighborhood meeting may be required. Public hearing is required.	Notice of Public Hearing provided.
Public Hearing prior to Decision?	No	No	Yes, Hearing Examiner (or	Yes, Hearing Examiner	Yes, City Council	Yes, Planning

Table 21.76.050A Permit Types						
	Permit Type					
	Type I Administrative	Type II Administrative	Type III Quasi- Judicial	Type IV Quasi- Judicial	Type V Quasi- Judicial	Type VI Legislative
			Landmarks Commission) ²			Commission
Decision Maker	Appropriate Department	Technical Committee	Hearing Examiner (or Landmarks Commission) ²	City Council	City Council	City Council
Administrative Appeal Body	Hearing Examiner (Hearing Examiner decision on appeal may be appealed to Superior Court.)	Hearing Examiner ¹ (Hearing Examiner decision on appeal may be appealed to Superior Court.)	None (decision appealable to Superior Court) ¹ Hearing Examiner ³ (Hearin g Examiner decision appealable to Superior Court)	None (decision appealable to Superior Court)	None (decision appealable to Superior Court)	None (decision appealable to Superior Court)

TABLE NOTES:

A-1. Shoreline Substantial Development Permits, Shoreline Variances, and Shoreline Conditional Use Permits are appealable directly to the State Shorelines Hearings Board. Use Permits are appealable directly to the State Shorelines Hearings Board.

B-2. Landmarks Commission makes decisions for Certificate of Appropriateness Level III permits.

C-3. Only for decision by Landmarks Commission

C. Classification of Permits and Decisions - Table. The following table sets forth the various applications required and classifies each application by the process used to review and decide the application.

Type I - RZC 21.76.050.F:	Administrative Approval, Appropriate Department is Decision Maker
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Type II - RZC 21.76.050.G:	Administrative Approval, Review and Decision by Technical Committee and Design Review Board or Landmarks Commission*
Type III - RZC 21.76.050.H:	Quasi-Judicial, Decision by Hearing Examiner or Landmarks and Heritage Commission*
Type IV - RZC 21.76.050.I:	Quasi-Judicial, Recommendation by Hearing Examiner, Decision by City Council
Type V - RZC 21.76.050.J:	Quasi-Judicial, Decision by City Council
Type VI - RZC 21.76.050.K:	Legislative, recommendation by Planning Commission, Decision by City Council

*for properties with a Designation of Historic Significance, ~~please~~ refer to RZC 21.76.060.H, Landmarks ~~and Heritage~~ Commission Determination/Decisions.

Table 21.76.050B
Classification of Permits and Decisions

Permit Type	Process Type	RMC Section (if applicable)
Administrative Interpretation	I	
Administrative Modification	II	
Alteration of Geologic Hazard Areas	III	
Binding Site Plan	II	
Boundary Line Adjustment	I	
Building Permit	I	RMC 15.06-15.08
Certificate of Appropriateness Level I	I	
Certificate of Appropriateness Level II	II	
Certificate of Appropriateness Level III	III	
Clearing and Grading Permit	I	RMC 15.24
Comprehensive Plan Map and/or Policy Amendment	VI	
Conditional Use Permit	III	
Development Agreement	V	

Amendments reflecting Senate Bill 5290 and House Bill 1293 for permit and design review streamlining

Electrical Permit	I	RMC 15.12
Essential Public Facility	IV	
Extended Public Area Use Permit	I	RMC 12.08
Flood Zone Permit	I	RMC 15.04
Historic Landmark Designation	III	
Home Business	I	
Hydrant Use Permit	I	RMC 13.16.020
International Fire Code Permit	I	RMC 15.06
Master Planned Development See RZC 21.76.070.P	II, III, IV or V	
Mechanical Permit	I	RMC 15.14
Plat Alteration	V	
Plat Vacation	V	
Plumbing Permit	I	RMC 15.16
Preliminary Plat	III	
Reasonable Use Exception See RZC 21.76.070.U	I,II, III, IV or V	
Right-of-Way Use Permit	I	RMC 12.08
Sewer Permit	I	RMC 13.04
Permit Type	Process Type	RMC Section (if applicable)
Shoreline Conditional Use Permit	III	
Shoreline Exemption	I	
Shoreline Substantial Development Permit	II	
Shoreline Variance	III	
Short Plat	II	
Sign Permit/Program	I	
Site Plan Entitlement	II	
Special Event Permit	I	RMC 10.60

Amendments reflecting Senate Bill 5290 and House Bill 1293 for permit and design review streamlining

Structure Movement Permit I-IV	I	RMC 15.22
Temporary Use Permit (Long-Term)	V	
Temporary Use Permit (Short-Term)	I	
Tree Removal Permit	I	
Variance	III	
Water Permit	I	RMC 13.08
Willows Rose Hill Demonstration Project	III	
Wireless Communication Facility Permit I	I	
Wireless Communication Facility Permit II	II	
Zoning Code Amendment-Zoning Map (consistent with Comprehensive Plan)	IV	
Zoning Code Amendment (text)	VI	
Zoning Code Amendment (that requires a Comprehensive Plan Amendment)	VI	

D. Permits and Actions Not Listed. If a permit or land use action is not listed in the table in RZC 21.76.050.C, Classification of Permits and Decisions, the Administrator shall make a determination as to the appropriate review procedure based on the most analogous permit or land use action listed.

E. Consolidated Permit and Appeal Process.

1. Where this Code requires more than one land use permit for a given development, all permit applications (except Type I applications) may be submitted for review collectively according to the consolidated review process established by this section.
2. Where two or more land use applications for a given development are submitted for consolidated review, the review shall be conducted using the highest numbered process type applicable to any of the land use applications, provided that each land use application shall only be subject to the relevant decision criteria applicable to that particular development application. For example, a development proposal that includes a Type II application and a Type III application shall be reviewed using the Type III process, but the Type II application shall be decided based on the relevant decision criteria applicable to the Type II application. If two or more land use applications are consolidated for review, the highest application review and decision timeframe as outlined within RZC 21.76.040.D shall apply.

3. When the consolidated process established by this section is used, the City shall issue single, consolidated notices, staff reports, and decision documents encompassing all of the land use applications under review. Except as provided in subsection E.5 below, the applications shall be considered in a single, consolidated open record public hearing and shall be subject to no more than one consolidated closed record appeal.
4. Where a development requires more than one land use permit but the applicant elects not to submit all applications for consolidated review, applications may be submitted and processed sequentially, provided that the permit subject to the highest numbered process type must be submitted and obtained first, followed by the other permits in sequence from the highest numbered type to the lowest.
5. Where a development proposal requires a zoning map amendment, the zoning map amendment must be considered and approved by the Hearing Examiner and City Council before any hearing is held or decision is made on any related application for a conditional use permit, subdivision, variance, master planned development, site plan entitlement, or other similar quasi-judicial or administrative action. This subsection is intended to be a “procedural requirement” applicable to such actions as contemplated by RCW 58.17.070.
6. All appeals of project permit decisions for a single project shall be consolidated and heard together in a single appeal, using the highest-level appeals process, except for appeals of environmental Determinations of Significance. Where a Determination of Significance (DS) is appealed, the appeal shall be heard by the Hearing Examiner using the Type II review process prior to any consideration of the underlying application. Where a Determination of Non-Significance (DNS) or the adequacy of an Environmental Impact Statement (EIS) is appealed, the hearing on the appeal shall be consolidated with any open record public hearing to be conducted on the underlying application.

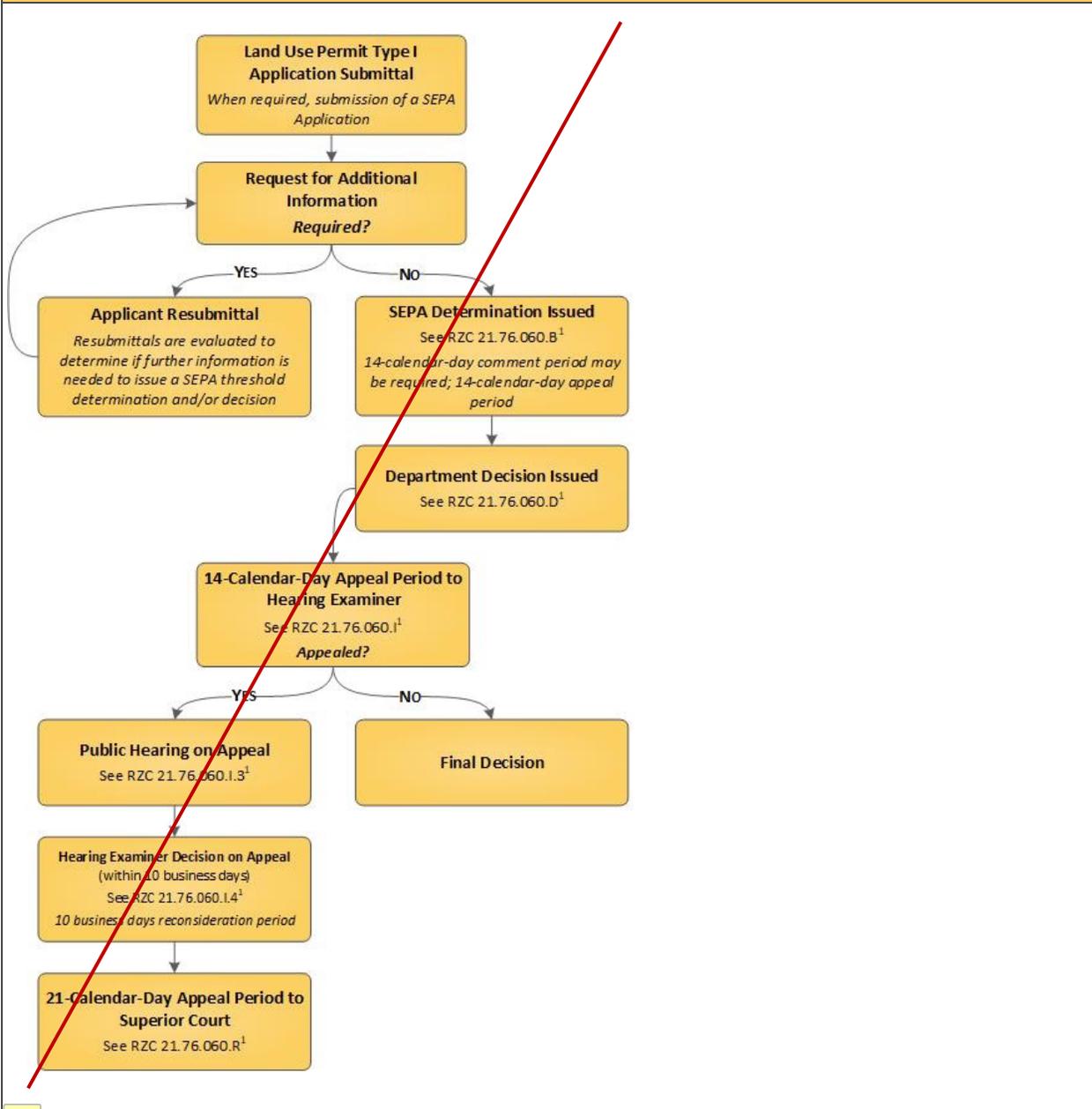
F. Type I Review.

1. Overview of Type I Review. A Type I process is an administrative review and decision by the appropriate department director or designee. These are applications which are categorically exempt from review under the State Environmental Policy Act (SEPA) or permits for which environmental review has been completed in connection with another application. Appeals of Type I decisions are made to the Hearing Examiner in an open record hearing. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court. ~~Type I reviews are exempt from the procedures of RZC 21.76.040, Time Frames for Review.~~

2. ~~Process Flow Chart. The flow chart below in Figure 21.76.050A depicts the process that will be used to review a typical Type I land use permit. The process may vary for individual permits based on the~~

~~nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~ More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers.

~~Figure 21.76.050A
Flow Chart for Type I Process~~



~~Figure Notes:~~

~~Figure 21.76.050A~~

~~Flow Chart for Type I Process~~



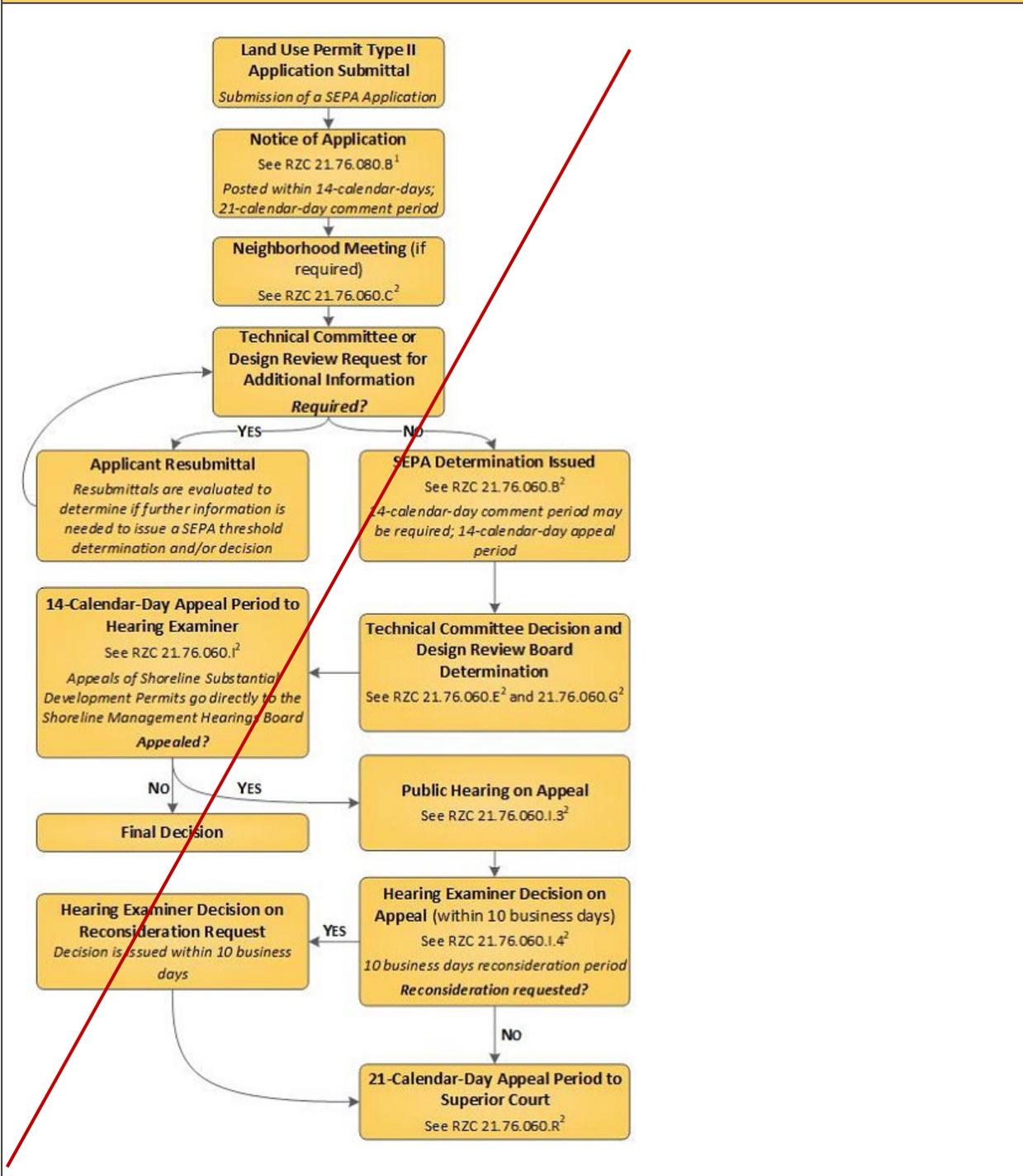
~~1. Link to RZC 21.76.060~~

G. Type II Review.

1. Overview of Type II Review. A Type II process is an administrative review and decision by the Technical Committee and, when required, by the Design Review Board or the Landmarks and Heritage Commission. Depending on the application, the Technical Committee may require a neighborhood meeting to obtain public input. Except for Certificates of Appropriateness related to historic structures, public notification is provided at the application and decision stages of review. Environmental review is conducted, when required. Appeals of Type II decisions are made to the Hearing Examiner in an open record hearing. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court.

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050B generally depicts the process that will be used to review a typical Type II land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~ More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.

~~Figure 21.76.050B~~
 Flow Chart for Type II Process



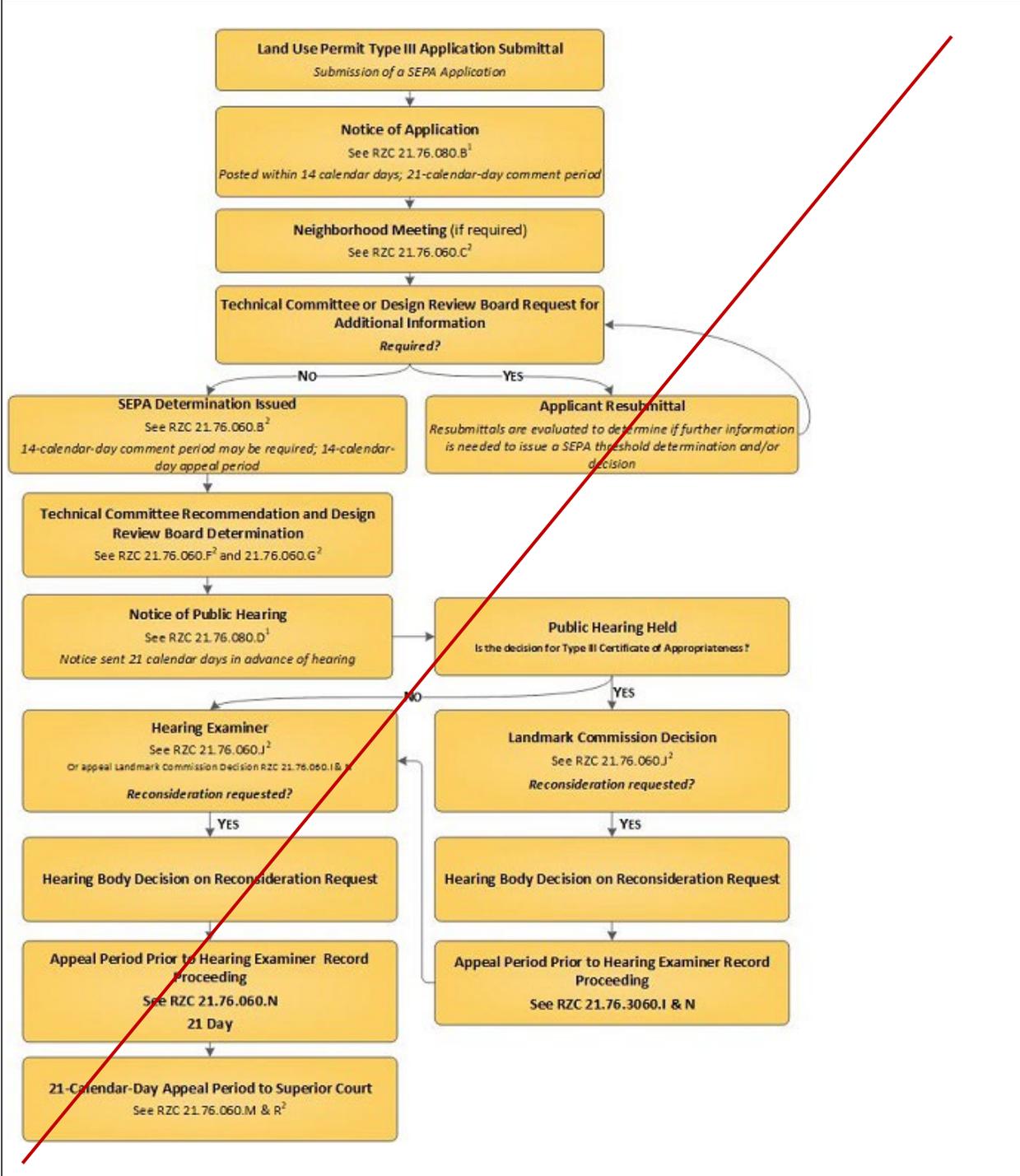
~~Figure 21.76.050B~~~~Flow Chart for Type II Process~~~~Figure Notes:~~~~1. Link to RZC 21.76.080~~~~2. Link to RZC 21.76.060~~

H. Type III Review.

1. Overview of Type III Review. A Type III process is a quasi-judicial review and decision made by the Hearing Examiner or, in the case of Level III Certificates of Appropriateness on which a hearing is to be held under 70-090(4)(b) and in the case of Historic Landmark Designations for removal of Historic Landmark Designations, by the Landmarks ~~s-and Heritage~~ Commission. Environmental review is conducted when required. The Hearing Examiner (or the Landmarks ~~s-and Heritage~~ Commission on the applications described in the preceding sentence) holds an open record public hearing on a Type III application after receiving a recommendation from the Technical Committee and, when required, the Design Review Board. Depending on the application, the Technical Committee may require a neighborhood meeting to obtain public input. Public notification is provided at the application, public hearing, and decision stages of application review. The Hearing Examiner (or the Landmarks ~~s-and Heritage~~ Commission on the applications described above) makes a decision after considering the recommendation of the Technical Committee and Design Review Board and the public testimony received at the open record public hearing. Decisions of the Hearing Examiner are appealable to the King County Superior Court, which considers the appeal in a closed record appeal proceeding. Decisions by the Landmarks ~~s-and Heritage~~ Commission are appealable to the Hearing Examiner, that considers the appeal in a closed record appeal proceeding. The decision of the Hearing Examiner, regarding appeals of a Landmarks ~~s-and Heritage~~ Commission decision, are appealable to the King County Superior Court, which considers the appeal in a closed record appeal proceeding.

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050C generally depicts the process that will be used to review a typical Type III land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~ More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.

~~Figure 21.76.050C~~
~~Flow Chart for Type III Process~~



~~Figure 21.76.050C~~
~~Flow Chart for Type III Process~~

~~Figure Notes:~~

~~1. Link to RZC 21.76.080~~

~~2. Link to RZC 21.76.060~~

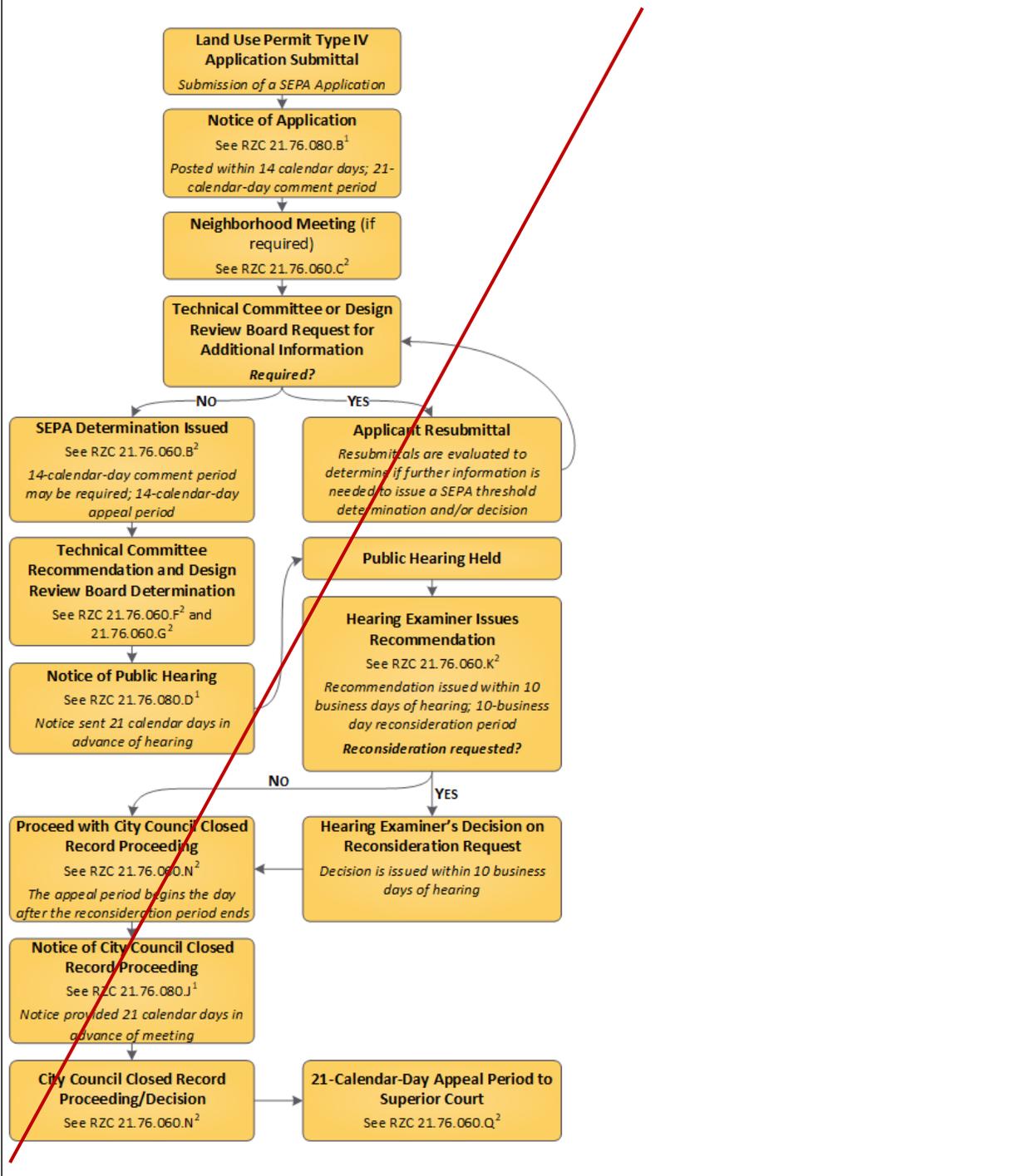
I. Type IV Review.

1. Overview of Type IV Review. A Type IV review is a quasi-judicial review and recommendation made by the Hearing Examiner and a decision made by the City Council. Environmental review is conducted when required. At an open record public hearing, the Hearing Examiner considers the recommendation of the Technical Committee and, when required, the Design Review Board, as well as public testimony. Depending on the application, the Technical Committee may require a neighborhood meeting to obtain public input. The Hearing Examiner makes a recommendation to the City Council, which considers the recommendation in a closed record proceeding and makes a final decision. Public notification is provided at the application, public hearing, and decision stages of application review. There is no administrative appeal. The City Council's decision may be appealed to the King County Superior Court.

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050D generally depicts the process that will be used to review a typical Type IV land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only. More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.~~



Figure 21.76.050D
Flow Chart for Type IV Process



~~Figure 21.76.050D~~
~~Flow Chart for Type IV Process~~

~~Figure Notes:~~

~~1. Link to RZC 21.76.080~~

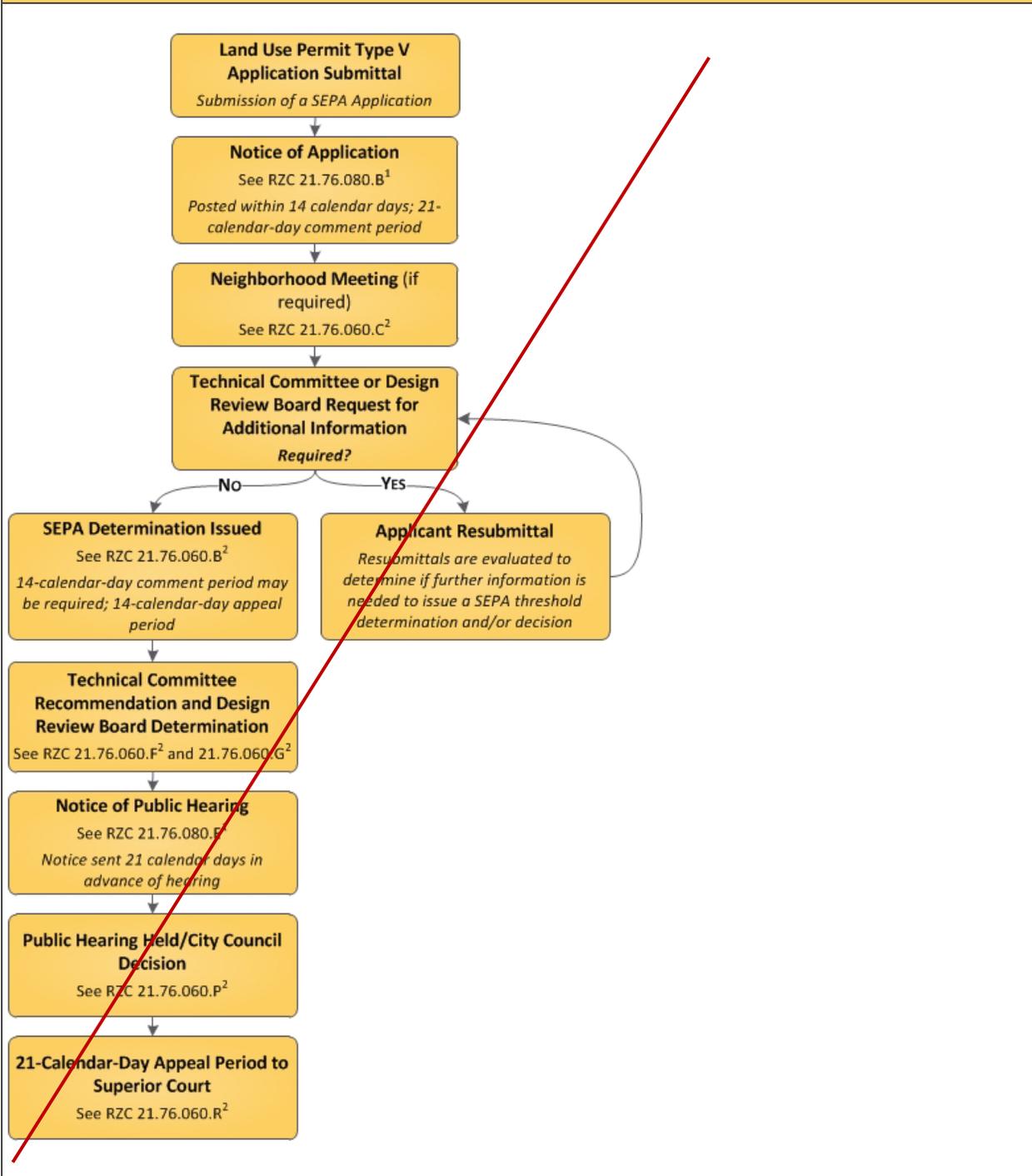
~~2. Link to RZC 21.76.060~~

J. Type V Review.

1. Overview of Type V Review. A Type V review is a quasi-judicial review and decision made by the City Council. Environmental review is conducted when required. The Technical Committee (and Design Review Board, if required) makes a recommendation to the City Council. Depending on the application, the Technical Committee may require a neighborhood meeting to obtain public input. The City Council shall hold a public hearing on the application prior to making a decision. Public notification is provided at the application, public hearing, and decision stages of application review. There is no opportunity for an administrative appeal. Appeals of City Council decisions are made to King County Superior Court.

~~2. Process Flow Chart. The flow chart below in Figure 21.76.050E generally depicts the process that will be used to review a typical Type V land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~ More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.

~~Figure 21.76.050E~~
~~Flow Chart for Type V Process~~



 ~~Figure 21.76.050E~~

~~Flow Chart for Type V Process~~

~~Figure Notes:~~

~~1. Link to RZC 21.76.080~~

~~2. Link to RZC 21.76.060~~

K. Type VI Review.

1. Overview of Type VI Review. A Type VI review is for legislative land use decisions made by the City Council under its authority to establish policies and regulations regarding future private and public development and management of public lands. Environmental review is conducted when required. The Planning Commission holds at least one open record public hearing and makes a recommendation to the City Council. The City Council may hold an additional public hearing or hearings at its option. The City Council makes a final decision. The City Council's decision may be appealed to the Central Puget Sound Growth Management Hearings Board. Type VI reviews are exempt from the procedures of RZC 21.76.040, Time Frames for Review.



~~2. Process Flow Chart. The flow chart below in Figure 21.76.050F generally depicts the process that will be used to review a typical Type VI land use permit. The process may vary for individual permits based on the nature and complexity of the issues involved. This flow chart is therefore provided for general reference only.~~ More detail on each of the steps is provided in RZC 21.76.060, Process Steps and Decision Makers, and RZC 21.76.080, Notices.

Figure 21.76.050F
Flow Chart for Type VI Process

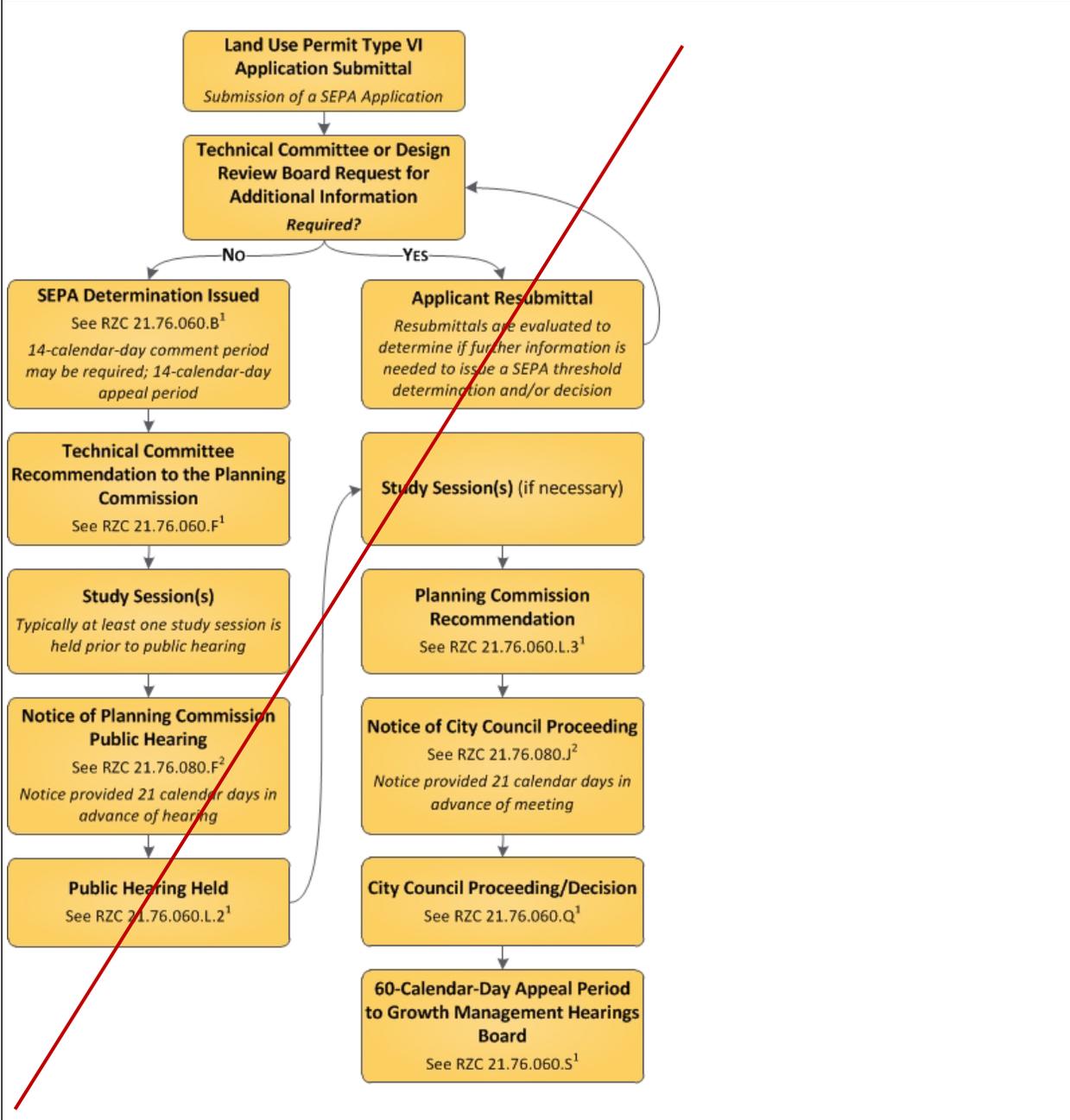


Figure Notes:

 ~~Figure 21.76.050F~~
~~Flow Chart for Type VI Process~~

~~1. Link to RZC 21.76.060~~

~~2. Link to RZC 21.76.080~~

(Ord. 2652; Ord. 2889; Ord. 2924; Ord. 2958)

Effective on: 4/27/2019

21.76.060 Process Steps and Decision Makers.

A. Purpose. The purpose of this section is to provide an explanation of each of the procedural steps set forth ~~in the process flow charts~~ in RZC 21.76.050, Permit Types and Procedures.

B. Environmental Review Under the State Environmental Policy Act (SEPA).

 1. All applications shall be reviewed under the State Environmental Policy Act (SEPA) unless categorically exempt under SEPA. The City’s environmental procedures are set forth in RZC 21.70, State Environmental Policy Act (SEPA) Procedures.

2. Threshold Determinations. The Administrator shall issue the threshold determination after the minimum comment period for the Notice of Application and prior to the decision on the application. The threshold determination shall be mailed and posted in the same manner as the Notice of Application. The threshold determination shall also be sent to agencies with jurisdiction, if any, and the Washington State Department of Ecology. There is a 14-day comment period for certain threshold determinations as provided in WAC 197-11-340. Any comments received shall be addressed in the Technical Committee decision or recommendation on the application, which shall include the final threshold determination (DNS or DS) issued by the Administrator.

3. Optional DNS Process. For projects where there is a reasonable basis for determining that significant adverse impacts are unlikely, a preliminary DNS may be issued with the Notice of Application. The comment period for the DNS and the Notice of Application shall be combined. The Notice of Application shall state that the City expects to issue a DNS for the proposal and that this may be the only

opportunity to comment on the environmental impacts of the proposed project. After the close of the comment period, the Technical Committee shall review any comments and issue the final DNS in conjunction with its decision or recommendation on the application.

4. Determination of Significance. If a Determination of Significance (DS) is issued, and an Environmental Impact Statement (EIS) is required, the EIS will be completed prior to issuance of the Technical Committee/Design Review Board decision or recommendation. If the requirement to prepare an EIS or a Supplemental EIS is appealed by the applicant, that appeal must be resolved prior to issuance of the Technical Committee/Design Review Board decision or recommendation.

C. Neighborhood Meetings.

1. The purpose of neighborhood meetings is to:

- a. Provide a forum for interested individuals to meet with the applicant to learn about the proposal and the applicable process early in the review process;
- b. Provide an opportunity for meaningful public input;
- c. Provide a dialogue between the applicant, citizens, and City whereby issues can be identified and discussed; and
- d. Provide an opportunity for applicants to address concerns generated by individuals and incorporate possible changes.

2. Required Neighborhood Meeting: A neighborhood meeting ~~shall be~~ is required for the following:

- a. Essential Public Facility.
- b. Master Planned Development.

~~c. Preliminary Plat.~~

~~d. Short plats that meet any of the following criteria:~~

~~i. propose three or more lots.~~

~~ii. have critical areas on-site, or~~

~~iii. are forested (75 percent tree canopy).~~

e. As otherwise required within the RZC.

f. In addition, the Technical Committee may require a neighborhood meeting on any Type III, IV or V application.

3. Where a neighborhood meeting is required, it ~~shall~~ **must** be conducted by the applicant within 45 days of the termination of the Notice of Application comment period. The applicant ~~shall~~ **must** notify the City of the date and time of the meeting. At least one representative from City staff shall be in attendance. The applicant ~~shall~~ **must** mail notice of the neighborhood meeting to the same individuals to whom notice is required for the Notice of Application, a minimum of 21 days in advance of the meeting. The applicant ~~shall~~ **must** provide the City with an affidavit of mailing. The neighborhood meeting shall be required to take place prior to the Technical Committee decision or recommendation. In certain circumstances, the Technical Committee may choose to hold the neighborhood meeting, in which case the City shall mail the notice of neighborhood meeting as described above. A sign-in sheet ~~shall~~ **must** be provided at the meetings, giving attendees the option of establishing themselves as a party of record.

4. Additional Neighborhood Meetings. In order to provide an opportunity for applicants to address concerns generated by interested parties, applicants are encouraged to hold an additional neighborhood meeting (or meetings) to provide interested parties with additional information, proposed changes to plans, or provide further resolution of issues. If the applicant holds additional meetings, there shall be no specific requirements for notice or City attendance. However, the City shall make effort to attend meetings where appropriate and when the applicant has notified the City that additional meetings are taking place. Any persons attending additional neighborhood meetings who have not established themselves as a party of record, and who wish to do so, must contact the City directly.

D. Director Decisions on Type I Reviews.

1. Type I Decision Makers. Decisions on Type I applications are made by the appropriate department director or designee.

2. Decision Criteria. The decision of the department director shall be based on the criteria for the application set forth in this code, or in the applicable uniform or international code in the case of building and fire-related permits. The decision shall include any conditions necessary to ensure consistency with the applicable development regulations. The department director may consult with the Technical Committee, the Design Review Board, or the Landmarks ~~and Heritage~~ Commission on any Type I application, but the final decision-making authority on such applications remains with the department director.

3. Decision. A written record of the director's decision shall be prepared in each case and may be in the form of a staff report, letter, the permit itself, or other written document indicating approval, approval with conditions, or denial. The decision shall be mailed as provided in RZC 21.76.080.G, Notice of Final Decision. See RZC 21.68.200.C.7.a for decisions on Shoreline Exemptions.

4. Appeal. Type I decisions may be appealed to the Hearing Examiner as provided in RZC 21.76.060.I, Appeals to Hearing Examiner on Type I and II Permits. All decisions are final upon expiration of the appeal period or, if appealed, upon the date of issuance of the Hearing Examiner's final decision on the appeal. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court as provided RZC 21.76.060.M.

E. Technical Committee Decisions on Type II Reviews.

1. Decision. Decisions on Type II applications are made by the Technical Committee. The decision of the Technical Committee shall be based on the criteria for the application set forth in the RZC, and shall include any conditions necessary to ensure consistency with the applicable development regulations.

2. Record. A written record of the Technical Committee's decision shall be prepared in each case and may be in the form of a staff report, letter, the permit itself, or other written document indicating approval, approval with conditions, or denial. All parties of record shall be notified of the final decision.

3.  Design Review Board **Consultation** and Landmarks ~~and Heritage~~ Commission Review. When design ~~review~~ **consultation** or review of a Certificate of Appropriateness is required, the ~~decision~~ **recommendations** of the Design Review Board ~~or Landmarks and Heritage Commission~~ shall be included with the Technical Committee decision **as public comments. Landmark Commission recommendations shall be included with the Technical Committee decision.**

4. Appeal. Type II decisions (except shoreline permits) may be appealed to the Hearing Examiner as provided in RZC 21.76.060.I, Appeals to Hearing Examiner on Type I and Type II Permits. All decisions are final upon expiration of the appeal period or, if appealed, upon issuance of the Hearing Examiner's final decision on the appeal. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court as provided in RZC 21.76.060.M.

F. Technical Committee Recommendations on Type III, IV, V and VI Reviews.

1. Decision. The Technical Committee's recommendation shall be based on the decision criteria for the application set forth in the RZC. Based upon its analysis of the application, the Technical Committee may recommend approval, approval with conditions or with modifications, or denial.

2. Recommendations. The Technical Committee shall transmit the following recommendations:

-
- a. Recommendations involving Type III and Type IV permits shall be transmitted to the Hearing Examiner.
- b. Recommendations involving Type V permits shall be transmitted to the City Council.
- c. Recommendations involving Type VI permits shall be transmitted to the Planning Commission.
3. Record. A written record of the Technical Committee's recommendation shall be prepared in each case. The recommendation shall summarize the Technical Committee's analysis with respect to the decision criteria and indicate approval, approval with conditions or modifications, or denial.
4. Recommendations of the Design Review Board and/or Landmark Commission. A written report of the Technical Committee's recommendation shall be prepared and transmitted to the Hearing Examiner along with the recommendation of the Design Review Board and/or ~~Landmarks and~~ **Heritage** Commission where applicable.
- G. ~~Design Review Board Determinations~~ **Consultation with a Third-Party Design Professional** on Type II, III, IV and V Reviews. When ~~design review is required by~~ **consultation is sought by the City from the Design Review Board, the Design Review Board a third-party design professional, the design professional** shall consider the application ~~at an open public meeting of the Board~~ in order to ~~determine whether the~~ **provide feedback on whether the** application complies with Article III, Design Standards. **All third-party reviews shall be paid for by the applicant.** The ~~Design Review Board's design professional's determination~~ **comments** shall be given the effect of ~~a final decision on design standard compliance for Type II applications, public comment(s) for all permit types.~~ shall be given the effect of a recommendation to the Hearing Examiner on a Type III or Type IV application, and the effect of a recommendation to the City Council on a Type V application. The ~~Design Review Board's determination~~ **design professional's comments** shall be included with the written report that contains the Technical Committee recommendation ~~or decision.~~ ~~The Design Review Board's determination may be appealed in the same manner as the decision of the applicable decision maker on the underlying land use permit.~~
- H. ~~Landmarks and~~ **Heritage** Commission Determination/Decisions. The ~~Landmarks and Heritage~~ Commission as specified below shall review all applications requiring a Level II or Level III Certificate of Appropriateness and all applications for Historic Landmark Designation.
1. When review of a Level II Certificate is required, the Redmond ~~Landmarks and Heritage~~ Commission shall consider the application at an open public meeting using the review process for the application in RZC 21.76.050.C in order to determine whether the application complies with the criteria set forth in RZC 21.30, Historic and Archeological Resources, and King County Code Chapter 20.62. Based upon its analysis of the application, the ~~Landmarks and Heritage~~ Commission may approve the application, approve it with conditions or modifications, or deny the application. The ~~Landmarks and Heritage~~

Commission's determination shall be included with the written report that contains the Technical Committee recommendation or decision. Conditions based on the Landmarks ~~and Heritage~~ Commission's determination may be appealed to the Hearing Examiner in the same manner as the Technical Committee decision.

2. When review of a Level II Certificate of Appropriateness requiring a public hearing (see RZC 21.30.050.D.2) or review of a Level III Certificate of Appropriateness is required, the Redmond Landmarks ~~and Heritage~~ Commission shall hold an open record public hearing on the application using a Type III process as provided in RZC 21.76.060.J. The Landmarks ~~and Heritage~~ Commission shall determine whether the application complies with the criteria set forth in RZC 21.30.050.E of the RZC. Based upon its analysis of the application, the Landmarks ~~and Heritage~~ Commission may approve the application, approve it with conditions or modifications, or deny the application. The decision of the Landmarks ~~and Heritage~~ Commission may be appealed to the Hearing Examiner. The Hearing Examiner's decision on the appeal may be further appealed to the King County Superior Court.

3. The King County Landmarks Commission, acting as the Redmond Landmarks ~~and Heritage~~ Commission, shall review and make determinations on all applications for Historic Landmark Designation or removal of a Historic Landmark Designation. When the King County Landmarks Commission reviews a Historic Landmark Designation nomination or the removal of a Historic Landmark Designation, the King County Landmarks Commission will follow the procedures set forth in King County Code Chapter 20.62, including the holding of an open record hearing on the application. Applications shall be decided based on the criteria in King County Code Chapter 20.62. The decision of the King County Landmarks Commission on a Historic Landmark Designation or removal of a Historic Landmark Designation shall be a final decision appealable to the Hearing Examiner. The Hearing Examiner's decision on the appeal may be further appealed to the King County Superior Court.

I. Appeals to Hearing Examiner on Type I and Type II Permits.

1. Overview. For Type I and Type II permits, the Hearing Examiner acts as an appellate body, conducting an open record appeal hearing when a decision of a department director (Type I) or the Technical Committee (Type II) is appealed. The Hearing Examiner's decision on the appeal may be further appealed to the King County Superior Court.¹

2. Commencing an Appeal. Type I and II decisions may be appealed as follows:

a. Who May Appeal. Any party of record may appeal the decision.

b. Form of Appeal. A person appealing a Type I or II decision must submit a completed appeal form which sets forth:

- i. Facts demonstrating that the person is adversely affected by the decision;
 - ii. A concise statement identifying each alleged error of fact, law, or procedure, and the manner in which the decision fails to satisfy the applicable decision criteria;
 - iii. The specific relief requested; and
 - iv. Any other information reasonably necessary to make a decision on the appeal.
 - c. Time to Appeal. The written appeal and the appeal fee, if any, must be received by the Redmond City Clerk's Office no later than 5:00 p.m. on the fourteenth day following the date the decision of the Technical Committee/Design Review Board Decision is issued.
 - d. Shoreline Permit Appeals must be submitted to the Shoreline Hearings Board. See RZC 21.68.200.C.6.b.
3. Hearing Examiner Public Hearing on Appeal. The Hearing Examiner shall conduct an open record hearing on a Type I or Type II appeal. Notice of the hearing shall be given as provided in RZC 21.76.080.H. The appellant, applicant, owner(s) of property subject to the application, and the City shall be designated parties to the appeal. Only designated parties may participate in the appeal hearing by presenting testimony or calling witnesses to present testimony and by providing exhibits. Interested persons, groups, associations, or other entities who have not appealed may participate only if called by one of the parties to present information, provided that the Examiner may allow nonparties to present relevant testimony if allowed under the Examiner's rules of procedure. The Hearing Examiner shall create a complete record of the public hearing, including all exhibits introduced at the hearing and an electronic sound recording of each hearing.
4. Hearing Examiner Decision on Appeal. Within 10 business days after the close of the record for the Type I or II appeal, the Hearing Examiner shall issue a written decision to grant, grant with modifications, or deny the appeal. The decision on appeal shall be mailed to all parties of record. The Hearing Examiner shall accord substantial weight to the decision of the department director (Type I) or Technical Committee (Type II). The Hearing Examiner may grant the appeal or grant the appeal with modifications if the Examiner determines that the appellant has carried the burden of proving that the Type I or II decision is not supported by a preponderance of the evidence or was clearly erroneous.
5. Request for Reconsideration. Any designated party to the appeal who participated in the hearing may file a written request with the Hearing Examiner for reconsideration within 10 business days of the date of the Hearing Examiner's decision. The request **shall must** explicitly set forth alleged errors of procedure or fact. The Hearing Examiner shall act within 10 business days after the filing of the request

for reconsideration by either denying the request or issuing a revised decision. The decision on the request for reconsideration and/or issuing a revised decision shall be sent to all parties of record.

6. Appeal. A Hearing Examiner Decision on a Type I or Type II appeal may be appealed to the King County Superior Court as provided in RZC 21.76.060.M.

J. Hearing Examiner and Landmarks~~s~~ and Heritage Commission Final Decisions on Type III Reviews.

1. Overview. For Type III reviews, the Hearing Examiner (or the Landmarks~~s~~ and Heritage Commission on Level II Certificates of Appropriateness that require a public hearing under RZC 21.30.050.D.2 and on Level III Certificates of Appropriateness) makes a final decision after receiving the recommendation of the Technical Committee and holding an open record public hearing. The Hearing Examiner's decision may be appealed to the King County Superior Court. Landmarks~~s~~ and Heritage Commission's decisions may be appealed to the Hearing Examiner.

2. Public Hearing. The Hearing Examiner (or Landmarks~~s~~ and Heritage Commission on the applications specified above) shall hold an open record public hearing on all Type III permits. The open record public hearing shall proceed as follows:

a. Notice of the hearing shall be given as provided in RZC 21.76.080.D.

b. Any person may participate in the Hearing Examiner's (or Landmarks~~s~~ and Heritage Commission's) public hearing on the Technical Committee's recommendation by submitting written comments prior to or at the hearing, or by providing oral testimony and exhibits at the hearing.

c. The Administrator shall transmit to the Hearing Examiner (or Landmarks~~s~~ and Heritage Commission) a copy of the department file on the application, including all written comments received prior to the hearing and information reviewed by or relied upon by the Administrator. The file shall also include information to verify that the requirements for notice to the public (Notice of Application and Notice of SEPA Threshold Determination) have been met.

d. The Hearing Examiner (or Landmarks~~s~~ and Heritage Commission) shall create a complete record of the public hearing, including all exhibits introduced at the hearing and an electronic sound recording of each hearing.

3. Authority. The Hearing Examiner (or Landmarks~~s~~ and Heritage Commission) shall approve a project or approve with modifications if the applicant has demonstrated that the proposal complies with the applicable decision criteria of the RZC. The applicant bears the burden of proof and must demonstrate that a preponderance of the evidence supports the conclusion that the application merits approval or approval with modifications. In all other cases, the Hearing Examiner (or Landmarks~~s~~ and Heritage Commission) shall deny the application.

4. Conditions. The Hearing Examiner (or Landmarks~~s and Heritage~~ Commission) may include conditions to ensure a proposal conforms to the relevant decision criteria.

5. Decision. The Hearing Examiner (or Landmarks~~s and Heritage~~ Commission) shall issue a written report supporting the decision within 10 business days following the close of the record. The report supporting the decision shall be mailed to all parties of record. The report shall contain the following:

- a. The decision of the Hearing Examiner (or Landmarks~~s and Heritage~~ Commission); and
- b. Any conditions included as part of the decision; and
- c. Findings of fact upon which the decision, including any conditions, was based and the conclusions derived from those facts; and
- d. A statement explaining the process to appeal the decision of the Hearing Examiner to the King County Superior Court or in the case of Landmarks~~s and Heritage~~ Commission to the Hearing Examiner.

6. Request for Reconsideration. Any party of record may file a written request with the Hearing Examiner (or Landmarks~~s and Heritage~~ Commission) for reconsideration within 10 business days of the date of the Hearing Examiner's decision. The request ~~shall~~ **must** explicitly set forth alleged errors of procedure, law, or fact. No new evidence may be submitted in support of or in opposition to a request for reconsideration. The Hearing Examiner shall act within 10 business days after the filing of the request for reconsideration by either denying the request or issuing a revised decision. The decision on the request for reconsideration and/or the revised decision shall be sent to all parties of record.

7. Appeal. Except for Shoreline Conditional Use Permits, Shoreline Substantial Development Permits, or Shoreline Variances, a Hearing Examiner decision may be appealed to the King County Superior Court. Landmarks~~s and Heritage~~ Commission decisions may be appealed to the Hearing Examiner. Shoreline Conditional Use Permits, Shoreline Substantial Development Permits, and Shoreline Variances may be appealed to the Shoreline Hearings Board as provided for in RZC 21.68.200.C.6.b and RZC 21.68.200.C.6.c.

K. Hearing Examiner Recommendations on Type IV Reviews.

1. Overview. For Type IV reviews, the Hearing Examiner makes a recommendation to the City Council after receiving the recommendation of the Technical Committee and holding an open record public hearing. The City Council considers the Hearing Examiner's recommendation in a closed record proceeding.

2. Hearing Examiner Public Hearing. The Hearing Examiner shall hold an open record public hearing on all Type IV permits. The open record public hearing shall proceed as follows:

- a. Notice of the hearing shall be given as provided in RZC 21.76.080.D.
- b. Any person may participate in the Hearing Examiner's public hearing on the Technical Committee's recommendation by submitting written comments to the Technical Committee prior to the hearing, by submitting written comments at the hearing, or by providing oral testimony and exhibits at the hearing.
- c. The Administrator shall transmit to the Hearing Examiner a copy of the department file on the application, including all written comments received prior to the hearing and information reviewed by or relied upon by the Administrator. The file shall also include information to verify that the requirements for notice to the public (Notice of Application and Notice of SEPA Threshold Determination) have been met.
- d. The Hearing Examiner shall create a complete record of the public hearing, including all exhibits introduced at the hearing and an electronic sound recording of each hearing.

3. Hearing Examiner Authority. The Hearing Examiner shall make a written recommendation to approve a project or approve with modifications if the applicant has demonstrated that the proposal complies with the applicable decision criteria of the RZC. The applicant bears the burden of proof and must demonstrate that a preponderance of the evidence supports the conclusion that the application merits approval or approval with modifications. In all other cases, the Hearing Examiner shall make a recommendation to deny the application.

4. Conditions. The Hearing Examiner may include conditions in the recommendation to ensure a proposal conforms to the relevant decision criteria.

5. Recommendation. The Hearing Examiner shall issue a written report supporting the recommendation within 10 business days following the close of the record. The report shall contain the following:

- a. The recommendation of the Hearing Examiner; and
- b. Any conditions included as part of the recommendation; and
- c. Findings of fact upon which the recommendation, including any conditions, was based and the conclusions derived from those facts.

6. Mailing of Recommendation. The office of the Hearing Examiner shall mail the written recommendation, bearing the date it is mailed, to each person included in the parties of record. The

Administrator will provide notice of the Council meeting at which the recommendation will be considered to all parties of record.

7. Request for Reconsideration. Any party of record may file a written request with the Hearing Examiner for reconsideration within 10 business days of the date of the Hearing Examiner's recommendation. The request shall explicitly set forth alleged errors of procedure, law, or fact. No new evidence may be submitted as part of a request for reconsideration. The Hearing Examiner shall act within 10 business days after the filing of the request for reconsideration by either denying the request or issuing a revised decision. The decision on the request for reconsideration and/or revised decision shall be sent to all parties of record.

8. All Hearing Examiner recommendations on Type IV permits shall be transmitted to the City Council for final action, as provided in RZC 21.76.060.O.

L. Planning Commission Recommendations on Type VI Reviews.

1. Overview. For Type VI proposals, the Planning Commission makes a recommendation to the City Council after holding at least one open record public hearing. The Planning Commission may also hold one or more study sessions prior to making the recommendation. The City Council considers the Planning Commission's recommendation and takes final action by ordinance.

2. Planning Commission Public Hearing. The Planning Commission shall hold at least one open record public hearing. The hearing shall proceed as follows:

a. Notice of the public hearing shall be given as provided in RZC 21.76.080.F.

b. Any person may participate in the public hearing by submitting written comment to the ~~applicable department director~~ **Planning Commission or designated staff** prior to the hearing or by submitting written or making oral comments to the Planning Commission at the hearing. All written comments received by the ~~applicable department director~~ **designated staff** shall be transmitted to the Planning Commission no later than the date of the public hearing.

c. The Administrator shall transmit to the Planning Commission a copy of the department file on the application, including all written comments received prior to the hearing and information reviewed by or relied upon by the Administrator. The file shall also include information to verify that the requirements for notice to the public (Notice of Application, as required; Notice of SEPA Determination) have been met.

d. The Planning Commission shall record and compile written minutes of each hearing.

3. Recommendation. The Planning Commission may recommend that the City Council adopt, or adopt with modifications, a proposal if it complies with the applicable decision criteria in RZC 21.76.070, Land Use Actions and Decision Criteria. In all other cases, the Planning Commission shall recommend denial of the proposal. The Planning Commission's recommendation shall be in writing and shall contain the following:

- a. The recommendation of the Planning Commission; and
- b. Any conditions included as part of the recommendation; and
- c. Findings of fact upon which the recommendation, including any conditions, was based and the conclusions derived from those facts.

4. Additional Hearing on Modified Proposal. If the Planning Commission recommends a modification which results in a proposal not reasonably foreseeable from the notice provided pursuant to RZC 21.76.080.F, the Planning Commission shall conduct a new public hearing on the proposal as modified. The Planning Commission shall consider the public comments at the hearing in making its final recommendation.

5. A vote to recommend adoption of the proposal or adoption with modification must be by a majority vote of the Planning Commission members present and voting.

6. All Planning Commission recommendations shall be transmitted to the City Council for final action as provided in RZC 21.76.060.Q.

M. Appeals to King County Superior Court on Type I Permit, Type II Permit and/or Type III Landmark Commission Decision Appeal Reviews.

1. Overview. Except for Shoreline Substantial Development Permits, all decisions of the Hearing Examiner on Type I permit, Type II permit and/or Type III Landmark Commission decision appeals may be appealed to the King County Superior Court.

2. Commencing an Appeal. Hearing Examiner decisions on Type I permit, Type II permit and/or Type III Landmark Commission decision appeals may be appealed to the King County Superior Court.

3. The Hearing Examiner's decision on an appeal from the Applicable Department or Technical Committee on a Type I permit, Type II permit and/or Type III Landmark Commission decision appeal review is the final decision of the City and (except for Shoreline Conditional Use Permits and Shoreline Variances) may be appealed to the King County Superior Court as provided in RZC 21.76.060.R.

4. Shoreline Substantial Development Permits and Shoreline Variances must be appealed to the Shoreline Hearings Board. See RZC 21.68.200.C.6.b and 21.68.200.C.6.c.

N. Appeals on Type III Reviews and from King County Landmark Commission Decisions.

1. Overview. Except for Shoreline Substantial Development Permits, Shoreline Conditional Use Permits, Shoreline Variances, and King County Landmark Commission decisions, reviews may be appealed to the King County Superior Court. All decisions of the Hearing Examiner may be appealed to the King County Superior Court.
2. Commencing an Appeal. The decision of the Hearing Examiner is the final decision of the City and may be appealed to the King County Superior Court by filing a land use petition which meets the requirements set forth in RCW Chapter 36.70C. The petition for review must be filed and served upon all necessary parties as set forth in state law and within the 21-day time period as set forth in RCW 36.70C.040.
3. The decision of the Redmond Landmarks and Heritage Commission or the King County Landmarks Commission listed above in (N)(1) and may be appealed to the Hearing Examiner by filing a land use petition which meets the requirements set forth in RCW 36.70C. The petition for review must be filed and served upon all necessary parties within the 21-day time period.
4. Hearing Examiner decisions on a Type III review or the Redmond Landmarks and Heritage Commission or King Landmarks Commission on those matters specified in subsection (N)(1) is the final decision of the City and may be appealed to the King County Superior Court by filing a land use petition which meets the requirements set forth in RCW Chapter 36.70C. The petition for review must be filed and served upon all necessary parties as set forth in state law withing the 21-day time period as set forth in RCW 36.70C.040.
5. Shoreline Conditional Use Permits, Shoreline Substantial Development Permits, and Shoreline Variances must be appealed to the Shoreline Hearings Board. See RZC 21.68.200.C.6.b and 21.68.200.C.6.c.

O. City Council Decisions on Type IV Reviews.

1. Overview. The City Council considers all Hearing Examiner recommendations on Type IV permits in a closed record proceeding. Decisions of the City Council on Type IV permits may be appealed to the King County Superior Court as provided in RZC 21.76.060.R.
2. City Council Decision.
 - a. The Administrator shall transmit to the City Council a copy of the department file on the application, including all written comments received prior to and during the open record hearing and information reviewed by or relied upon by the Hearing Examiner. The file shall also include

information to verify that the requirements for notice to the public (Notice of Application, Notice of Public Hearing, and Notice of SEPA Determination) have been met.

b. The City Council shall conduct a closed record proceeding. Notice of the closed record proceeding shall be provided as outlined within RZC 21.76.080.J, Notice of Closed Record Appeal Proceeding on Type IV and City Council Proceeding on Type VI Reviews. The City Council shall not accept new information, written or oral, on the application, but shall consider the following in deciding upon an application:

- i. The complete record developed before the Hearing Examiner; and
- ii. The recommendation of the Hearing Examiner.

c. The City Council shall either:

- i. Approve the application; or
- ii. Approve the application with modifications; or
- iii. Deny the application, based on findings of fact and conclusions derived from those facts which support the decision of the Council.

d. Form of Decision. All City Council decisions on Type IV reviews shall be in writing. All decisions approving a Type IV application shall require passage of an ordinance. Decisions denying Type IV applications shall not require passage of an ordinance. Decisions on Type IV applications shall include:

- i. Findings and Conclusions. The City Council shall include findings of fact and conclusions derived from those facts which support the decision of the Council, including any conditions, in the decision on the application. The City Council may, by reference, adopt some or all of the findings and conclusions of the Hearing Examiner.
- ii. Conditions. The City Council may, based on the record, include conditions in any ordinance approving or approving with modifications any conditional use permit, essential public facilities permit, or master planned development application in order to ensure conformance with the approval criteria specified in the code or process under which the application was made. For Zoning Map Amendments that are consistent with the Comprehensive Plan, conditions of approval shall not be included in the ordinance, but shall be included in a separate development agreement approved concurrently with the ordinance.

iii. Required Vote. The City Council shall adopt an ordinance which approves or approves with modifications the application by a majority vote of the membership of the City Council.

Decisions to deny a Type IV application shall require a majority vote of those Council members present and voting.

iv. Notice of Decision. Notice of the City Council Decision shall be provided as outlined within RZC 21.76.080.G, Notice of Final Decision

P. City Council Decisions on Type V Reviews.

1. Overview. For Type V reviews, the City Council makes a final decision after receiving the recommendation of the Technical Committee and the recommendation of the Design Review Board (if required) and after holding an open record public hearing. The City Council's decision is appealable to the King County Superior Court as provided in RZC 21.76.060.R.

2. City Council Open Record Public Hearing.

a. Notice. Notice of the City Council's open record public hearing shall be given as provided in RZC 21.76.080.E.

b. Transmittal of File. The Administrator shall transmit to the City Council a copy of the department file on the application, including all written comments received prior to the City Council open record public hearing and information reviewed by or relied upon by the Administrator. The file shall also include information to verify that the requirements for notice to the public (Notice of Application, Notice of Public Hearing, and Notice of SEPA Determination) have been met.

c. Participation. Any person may participate in the City Council public hearing on the Technical Committee's recommendation by submitting written comments prior to the hearing or at the hearing by providing oral testimony and exhibits at the hearing. The Council shall create a complete record of the open record public hearing, including all exhibits introduced at the hearing and an electronic sound recording of the hearing.

3. City Council Decision.

a. Options. The City Council shall, at the open record public hearing, consider and take final action on each Type V application. The final action may take place in the same meeting as the public hearing. The City Council shall either:

i. Approve the application; or

ii. Approve the application with modifications or conditions; or

iii. Deny the application.

b. Form of Decision. The City Council's decision shall be in writing and shall include the following:

i. Findings and Conclusions. The City Council shall include findings of fact and conclusions derived from those facts which support the decision of the Council, including any conditions, in the decision approving the application or approving the application with modifications or conditions. The City Council may by reference adopt some or all of the findings and conclusions of the Technical Committee.

ii. Conditions. The City Council may, based on the record, include conditions in any ordinance approving or approving with modifications an application in order to ensure conformance with the approval criteria specified in the code or process under which the application was made.

iii. Notice of the Decision shall be provided as outlined within RZC Notice of the Decision shall be provided as outlined within RZC 21.76.080.G, Notice of Final Decision.

Q. City Council Decisions on Type VI Reviews.

1. Overview. The City Council shall consider and take action on all Planning Commission recommendations on Type VI reviews. The City Council may take action with or without holding its own public hearing. Any action of the City Council to adopt a Type VI proposal shall be by ordinance.

2. City Council Action.

a. Notice of City Council Proceeding. Notice shall be provided in accordance with RZC 21.76.080.J.

b.  Consideration by Council. The City Council shall consider at a public proceeding each recommendation transmitted by the Planning Commission. The Council may take one of the following actions:

i. Adopt an ordinance adopting the recommendation or adopt the recommendation with modifications; or

ii. Adopt a motion denying the proposal; or

iii. Refer the proposal back to the Planning Commission for further proceedings, in which case the City Council shall specify the time within which the Planning Commission shall report back to the City Council with a recommendation; or

iv. Decide to hold its own public hearing to take further public testimony on the proposal or in order to consider making a modification of the proposal that was not within the scope of

the alternatives that could be reasonably foreseen from the notice of the Planning Commission public hearing provided under RZC 21.76.080.F.

c. Public Hearing and Decision. If the Council determines to hold its own public hearing, notice shall be provided, ~~and~~ and the hearing shall be conducted in the same manner as was provided for the Planning Commission hearing on the proposal. After conducting the public hearing, the City Council shall render a final decision on the proposal as provided in subsection Q.2.b.i or Q.2.b.ii of this section.

R. Appeal of Council and Hearing Examiner Decisions on Types I - V Reviews to Superior Court. The decision of the decision maker listed in RZC 21.76.050.A for Type I - V permits or reviews is the final decision of the City and may be appealed to Superior Court by filing a land use petition which meets the requirements set forth in RCW Chapter 36.70C. No action to obtain judicial review may be commenced unless all rights of administrative appeal provided by the RZC or state law have been exhausted. Decision types which provide for no administrative appeal (Types III through VI) may be directly appealed to the King County Superior Court. The petition for review must be filed and served upon all necessary parties as set forth in state law and within the 21-day time period as set forth in RCW 36.70C.040.

S. Appeal of Council Decisions on Type VI Reviews to Growth Board. The action of the City Council on a Type VI proposal may be appealed together with any SEPA threshold determination by filing a petition with the Growth Management Hearings Board pursuant to the requirements set forth in RCW 36.70A.290. The petition must be filed within the 60-day time period set forth in RCW 36.70A.290(2).

T. Appeal of Shoreline Master Plan Amendments and Decisions. Appeal of Shoreline Master Plan amendments and decisions must be made to the Shoreline Hearings Board. (Ord. 2652; Ord. 2709; Ord. 2889; Ord. 2924; Ord. 3028)

21.76.070 Land Use Actions and Decision Criteria.

... (Administrative note: *The remaining portions of RZC 21.76 Review Procedures involves various amendments including those related to Redmond 2050 and to the City's Middle Housing package. No amendments are proposed within this portion by way of the amendment package herein, in order to avoid inadvertent repeals of other pending recommendations.*)

21.58.010 Purpose and Intent.

A. Purpose and Intent. The purpose of this section is to:

1. Establish design standards for site design, circulation, building design, and landscape design to guide preparation and review of all applicable development applications;
2. Ensure that development adheres to the desired form of community design in Redmond as expressed by goals, policies, plans, and regulations of the Redmond Comprehensive Plan and the Zoning Code;
3. Supplement land use regulations which encourage and promote public health and safety of the citizens of Redmond;
4. Promote sustainable development projects that will provide long-term community benefits and have a high environmental and visual quality;
5. Ensure that new buildings are of a character and scale that is appropriate to their use and to the site.
6. Encourage building variety while providing for designs that reflect the distinctive local character, the context of the site, and the community's historical character and natural features; and
7. Assist decision making by the Administrator, Technical Committee, ~~Design Review Board~~, Hearing Examiner, and City Council in the review of development applications.

21.58.020 Scope and Authority.

...< Administrative note: this portion involves amendments specific to Redmond 2050 and have been removed from this package to avoid inadvertent repeals.>

B. Authority. See RZC 21.76.020.E, Review Procedures, for Design Review.

C. Compliance with Design Standards. Decisions on applications requiring design review shall be made as follows:

1. The purpose statements for each design category in the Citywide design standards and for each zone in the Downtown design standards describe the goals of that particular part of the design standards.

2. Each design element has intent statements followed by design standards. Intent statements describe the City's objectives for each design element and are the requirements that each project shall meet. The design criteria that follow the intent statements are ways to achieve the design intent. Each criterion is meant to indicate the preferred condition, and the criteria together provide a common theme that illustrates the intent statement. Graphics are also provided to clarify the concepts behind the intent statements and design criteria. If there is a discrepancy between the text and the illustrations, the text shall prevail.
 3. All applications that require design review shall comply with the intent statements for each applicable design standard element and design zone.
 4. If "shall" is used in the design criterion, all applications shall comply with that specific design criterion if it applies to the application unless the applicant demonstrates that an alternate design solution provides an equal or greater level of achieving the intent of the section and the purpose of the design category.
 5. The applicant has the burden of proof and persuasion to demonstrate that the application complies with the intent statements.
 6. The applicant shall demonstrate to the satisfaction of the decision maker that the application complies with the applicable intent statements and the design criteria that use the word "shall."
 7. If "should" is used in the design criterion, there is a general expectation that utilizing the criterion will assist in achieving the intent statement; however, there is a recognition that other solutions may be proposed that are equally effective in meeting the intent of the section.
 8. Where the decision maker concludes that the application does not comply with the intent statements or the design criteria that use the word "shall," the decision maker may condition approval based on compliance with some or all of the design criteria, or the decision maker may deny the application.
- D. Conflicts with Site Requirements. These design standards supplement the development standards and site requirements of each zone. The design standards shall be implemented in a manner that allows developments of the type and scale set by the Comprehensive Plan and development regulations while achieving the design intents. Where the provisions of this section conflict with the provisions of the zone, the provisions of the zone shall control.
- E. **Administrative Alternative** Design **Flexibility Compliance**.

1. Purpose: Allow **flexibility alternative compliance** in the application of Article III Design Standards in order to promote creativity in site and building design. Departures from the Design Standards shall still maintain the intent of the applicable standard.
2. Applicability: Proposals subject to ~~the Design Review Board's review authority~~ **RZC Article III Design Standards** can seek **Administrative Alternative** Design **Flexibility Compliance** from the ~~Design Review Board Technical Committee~~. ~~The Design Review Board's decision on an Administrative Design Flexibility Request from the Design Standards in Article III shall have the effect of a recommendation to the applicable decision-making authority for the underlying permit. The Design Review Board shall have the effect of a final decision for building permits with no underlying land use approval.~~
3. Criteria: If the ~~Design Review Board~~ **Administrator or its assigned designees** makes a recommendation to vary the site requirements, it shall be based on the following:
 - a. The application of certain provisions of the Design Standards in Article III would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the underlying zone and of the design standards; and
 - b. Permitting a minor variation will not be materially detrimental to the public welfare or injurious to the property or improvements in the area; and
 - c. Permitting a minor variation will not be contrary to the objectives of the design standards; and
 - d. Permitting a minor variation in design better meets the goal and policies of the Comprehensive Plan and neighborhood goals and policies; and
 - e. Permitting a minor variation in design results in a superior design in terms of architecture, building materials, site design, landscaping, and open space; and
 - f. The minor variation protects the integrity of a historic landmark or the historic design subarea; and
 - g. Granting of the minor variation is consistent with the Shoreline Master Program, if applicable.
4. The applicant seeking **Administrative Alternative** Design **Flexibility Compliance** from the Design Standards in Article III must demonstrate, in writing, how the project meets the above listed criteria by providing:

- a. Measurable improvements, such as an increase in tree retention or installation of native vegetation, glazing, pedestrian and bicycle connectivity, and increase usable open space; and
- b. Objective improvements such as screening of vehicle entrances and driveways or mechanical equipment, reduction in impervious surface area, or retention of historic features; and
- c. Conceptual architectural sketches showing the project as code compliant and with proposed variation to site requirements, indicating the improvements gained by application of the **Administrative Alternative** Design **Flexibility Compliance**.

Chapter 21.78

DEFINITIONS

Development Services Center. The Development Services Center is located at Redmond City Hall. Resources such as applications, forms, and fee schedules are also available at the City of Redmond's webpage. Additional information may be obtained by contacting the Development Services Center in person and by telephone.

Must (or Shall). Refer to RMC 1.01.025 Definitions.

Nonresponsiveness. An applicant is not making demonstrable progress on providing additional requested information as a complete resubmittal to the city, or there is no ongoing communication from the applicant to the city on the applicant's ability or willingness to provide the additional information.

Project permit or project permit application. Any land use or environmental permit or license required from the City of Redmond for a project action, including but not limited to building permits, subdivisions, binding site plans, master planned developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan or subarea plan which do not require a comprehensive plan amendment, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in this subsection. (RCW 36.70B.020 and as hereafter amended)

Shall (or Must). Refer to RMC 1.01.025 Definitions.

Means a mandate; the action must be taken. (SMP)