

City of Redmond



Agenda

Tuesday, July 2, 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, Zply Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371

AGENDA

ROLL CALL

1. 4Culture Art Grant Approval [CM 24-302](#)
[Attachment A: Grant Contract](#)
Department: Parks and Recreation, 5 minutes
Requested Action: Consent, July 16th
2. Approval of the 2024-25 Annual ORCA Contract Renewal [CM 24-297](#)
[Attachment A: ORCA Business Passport Agreement](#)
Department: Planning and Community Development, 5 minutes
Requested Action: Consent, July 16th
3. Adoption of the 2024 Economic Development Strategic Plan [CM 24-317](#)
[Attachment A: Economic Development Strategic Plan](#)
[Attachment B: Economic Development Plan Appendix](#)
[Attachment C: Council Questions and Inclusion Tracking](#)
Department: Planning and Community Development, 10 minutes
Requested Action: Consent, July 16th
4. Recommendations on Amendments to the Redmond Municipal and Zoning Code for Conformance with State Legislation: Senate Bill 5290 and House Bill 1293 [CM 24-303](#)
[Attachment A: Planning Commission Recommendation with Attachments](#)
Department: Planning and Community Development, 5 minutes
Requested Action: Staff Report, July 16th
5. Final Construction Contract with James W. Fowler Co. and Construction Acceptance for the Wastewater Pump Station 12 Replacement Project [CM 24-299](#)
[Attachment A: Project Information Sheet](#)
[Attachment B: Additional Project Information](#)
Department: Public Works, 5 minutes
Requested Action: Consent, July 16th

6. Approve Final Contract with Award Construction and Accept [CM 24-298](#)
Construction for the Wastewater Lift Stations 5, 6, 8, 11, and
15 Equipment Replacement Project

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

[Attachment C: Wastewater Lift Station Program](#)

Department: Public Works, 5 minutes

Requested Action: Consent, July 16th

7. Proposed Fee Program for Extended Use of Right of Way [CM 24-301](#)

[Attachment A: Presentation](#)

[Attachment B: Flyer - Use Fee for Extended Use of ROW](#)

Department: Public Works, 10 minutes

Requested Action: Study Session, August 13th

8. Garbage, Recycling, and Compostables Service Contract with [CM 24-300](#)
Recology King County

[Attachment A: Executive Summary](#)

[Attachment B: Service Contract](#)

[Attachment C: Contract Enhancements](#)

[Attachment D: Solid Waste Services RFP](#)

Department: Public Works, 5 minutes

Requested Action: TBD

9. Quarterly Update on Current CIP Projects [CM 24-318](#)

[Attachment A: Presentation](#)

Department: Public Works, 5 minutes

Requested Action: Informational

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: 7/2/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-302

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Chris Weber	Cultural Arts Supervisor
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TITLE:

4Culture Art Grant Approval

OVERVIEW STATEMENT:

City staff is seeking approval from City Council to authorize the Mayor to accept a 4Culture Grant Contract in the amount of \$18,000 for use in funding Cultural Arts projects, including the 5th annual Public Art Intensive Eastside workshop and the temporary public art exhibit at the 2nd annual Downtown Redmond Art Walk.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2013 Cultural Corridor Master Plan, 2015 PARCC Plan, 2017 Public Art Master Plan
- **Required:**
Grants require Council approval.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Cultural Arts programs and projects enhance livability in Redmond and contribute to making Redmond a great place to live, work, play, and invest.

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:
#000249 Arts & Community Events

Budget Priority:
Vibrant & Connected

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

If yes, explain:
N/A

Funding source(s):
Arts Activity Fund, 4Culture Grant

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
7/16/2024	Business Meeting	Approve

Time Constraints:

Recommending acceptance of the 4Culture Grant Contract in July to receive funds for Summer and Fall projects.

ANTICIPATED RESULT IF NOT APPROVED:

Reduced funding available for remaining 2024 projects.

ATTACHMENTS:

Attachment A - 4 Culture Grant Contract



TEL 206.296.7580
TTY 711

101 PREFONTAINE PL S
SEATTLE WA 98104

WWW.4CULTURE.ORG

GRANT INFORMATION

CONTRACTOR INFORMATION

City of Redmond
Angela Birney
Mayor
PO Box 97010
Redmond, Washington 98073
(425) 556-2313

Your Contract #: 124226A
Arts Sustained Support - 1750
Motion #: 2023-05

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$18,000.00 for the *2024 Arts Sustained Support - LAA* project. The contract starts on 01/01/24 and ends on 12/31/24.

For questions, contact Bret Fetzer at bret.fetzer@4culture.org or (206) 263-1599.

SCOPE OF SERVICE

Grantee and 4Culture, the Cultural Development Authority of King County, mutually agree that the following services be provided in accordance with the application submitted to and approved by the 4Culture Board.

Support for 2024 Programs, including events or activities with actual expenses in excess of the amount of this organization's Arts Sustained Support award, occurring between Jan 1 and Dec 31 of this year, and which are open and publicized to the community. Funds are provided on a cost reimbursement basis, including any overhead, personnel, rent, insurance, and related operating expenses necessary as part of the production of activities and experiences supported by this award.

Payable upon completion of events or activities that fulfill the requirements above and submittal of an invoice, including documentation regarding:

- Final project budget, actual
- Samples of programs, brochures, or other marketing materials featuring the 4Culture logo, if available
- Photos of the event, if available

Final payment will not be made until acknowledgment is submitted

PUBLIC BENEFIT

In partnership with the Redmond Arts Commission, the Redmond Arts Program supports local artists, organizations, and the creative community in making Redmond a culturally rich place to live, work and visit. The annual programming includes performances, installations, workshops, and artist support opportunities that are always paid opportunities for artists and free to the community. The Public Art Intensive Eastside program invests in training the next generation of Eastside King County public artists, who can create culturally relevant artworks that represent the regions diverse population. This free multi-day intensive workshop culminates with an exclusive opportunity for these artists to apply to a temporary public art call for a chance to be paid to create and display artwork at a City sponsored public event.

CONTRACTOR INSTRUCTIONS

Please electronically sign this Contract within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Contract. If there is an error in the document, or if you need to request changes in your Scope of Service or other items, please contact your Program Manager listed above.

1. **Services** – Please review the information, Specific Scope, and Public Benefit sections above carefully. These explain the services you are agreeing to provide in accordance with the application you submitted to 4Culture.
2. **Enclosures** – Please complete any required enclosures and provide them to 4Culture. Please view our [contract enclosure](#) instructions (see step 3) to download fillable forms and get instructions on where to upload your documents.
 - a. Items to be returned **at the time you sign the contract:**
 - IRS Form W-9
 - b. **At the time you are requesting payment**, you will need to provide appropriate documentation such as an interim invoice, final invoice, evaluation, or digital photos. Please review your specific grant program requirements at 4Culture’s website: [Manage Your Award](#).
3. **4Culture Logo** – For details of the requirements for acknowledging 4Culture support, please refer to Section I, C. of the contract. The [4Culture logo](#) is available for download in PDF, EPS, and Jpeg formats.

Promote your 4Culture funded project using our [Media Kit](#). Find out what’s required, what you can do, and how we can help.

4. **Signature** – Follow the link in the e-mail message - you will be walked through a few simple steps to read and sign the contract at Conga Sign. A copy of the Contract will be e-mailed to you as a PDF after it has been signed by 4Culture’s Executive Director.

AGENCY SERVICES CONTRACT

THIS CONTRACT is entered into by the CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4Culture"), whose address is 101 Prefontaine Place South, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and the Contractor as named on the attached Contract Information Sheet. The Contractor is an art, cultural, preservation or historical organization or specialist identified by 4Culture as qualified to receive funds pursuant to King County Code Sections 2.48 and 4.40 and RCW 67.28.180 and as hereinafter may be amended. The 4Culture Board of Directors approved providing funds for this project in the motion referenced in the Contract Information Sheet.

4Culture desires to provide funds with which the Contractor shall render certain services to King County citizens. Such services are for the benefit of King County citizens and are provided by museums, performing arts experiences, heritage services and preservation activities and are consistent with those defined in RCW 67.28.180 ("Public Benefit Services").

4Culture is organized pursuant to King County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

The legislative authority of 4Culture has found and declared that providing funds to Contractor to reimburse costs in consideration of services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

A. The Contractor shall provide services and comply with the requirements set forth hereinafter and in the Grant Information cover sheet.

B. Purchase of Services. Funds awarded under this Agreement shall be used solely to reimburse the Contractor for expenses incurred solely in accordance with the Project Proposal and Budget made by the Contractor, and the final agreed upon Specific Scope of Services identified by 4Culture. The work described generally by the Project Proposal and Budget and more specifically by the Specific Scope of Services, including an identified Public Benefit shall hereinafter be referred to as the "Project".

C. Contractor agrees to acknowledge **4Culture** support in all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this contract is in force, with the credit line "this project was supported, in part, by 4Culture/King County Lodging Tax", and/or by the use of the **4Culture logo**.

D. The Contractor agrees to notify 4Culture whenever possible in advance of any public benefit Project activities.

II. DURATION OF CONTRACT

This Agreement shall commence and terminate on dates noted on the Contract Information Sheet. This Agreement, however, may be terminated earlier as provided in Section IV hereof.

III. COMPENSATION AND METHOD OF PAYMENT

A. 4Culture shall reimburse the Contractor for its actual and authorized expenditures incurred in satisfactorily completing the services contracted for and otherwise fulfilling all other requirements specified in this contract in an aggregate amount indicated on the Contract Information Sheet.

B. Contractor shall submit an invoice and any reports required, not more than 30 days after the completion of each specified phase identified there. 4Culture will initiate authorization for payment after approval of corrected invoices and reports. 4Culture shall make payment to the contractor not more than 60 days after an approved invoice is received.

C. Contractor shall submit its final invoice and all outstanding evaluations, reports and deliverables within 30 days of the date this Agreement terminates. If the contractor's final invoice and reports are not submitted by the day specified in this subsection, 4Culture will be relieved of all liability for payment to the contractor of the amounts set forth in said invoice or any subsequent invoice.

D. If the Contractor fails to comply with any terms or conditions of this contract or to provide in any manner the work or services agreed to herein, 4Culture may withhold any payment to the Contractor until 4Culture is satisfied that corrective action, as specified by 4Culture, has been completed. This right is in addition to and not in lieu of 4Culture's right to terminate this contract as provided in Section IV, any other rights of 4Culture under this Agreement and any other right or remedy available to 4Culture at law or in equity.

IV. TERMINATION OF AGREEMENT

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of its covenants, agreements or stipulations of this Agreement, 4Culture may terminate this Agreement and withhold the remaining allocation. Prior to so terminating this Agreement, 4Culture shall submit written notice to the Contractor describing such default or violation. 4Culture shall not so terminate this Agreement if 4Culture determines that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

V. MAINTENANCE OF RECORDS

A. The Contractor shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all contract funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement.

B. These records shall be maintained for a period of six (6) years after termination of this Agreement unless a longer retention period is required by law.

VI. AUDITS AND EVALUATIONS

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.

B. The Contractor shall provide right of access to its facilities, including by any subcontractor to 4Culture, the King County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. 4Culture will give advance notice to the Contractor in the case of fiscal audits to be conducted by 4Culture.

C. The Contractor agrees to cooperate with 4Culture in the evaluation of the Contractor's performance under this contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56 (Public Records Act).

VII. PROPRIETARY RIGHTS

If any patentable or copyrightable material or article should result from the Project, all rights accruing from such material or article shall be the sole property of Contractor. Contractor agrees to and does hereby grant to 4Culture, an irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement, solely for non-commercial publicity and marketing purposes. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of Contractor which are modified for use in the performance of this Agreement. 4Culture will not use, license, distribute or gift any of Contractor's work, material, article or method for profit.

VIII. FUTURE SUPPORT

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

IX. HOLD HARMLESS AND INDEMNIFICATION

A. In providing services under this Agreement, the Contractor is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. The Contractor shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Contractor is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Contractor and its officers, agents, and employees shall make no claim of career service or civil service rights which may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Agreement. To the extent allowed by law, the Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Agreement. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees, from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

B. To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. If this Agreement is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.115, the Contractor shall so protect, defend, indemnify, and save harmless 4Culture, its officers, employees, and agents only to the extent of the Contractor's, its officers', employees', and/or agents' negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright.

X. CONFLICT OF INTEREST

A. Chapter 42.23 RCW (Code of Ethics for Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of such Chapter shall be a material breach of contract.

B. In addition, Contractor represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Specific Scope of Contract Services funded herein, has or shall have any beneficial interest, directly or indirectly, in this contract. The Contractor further represents, warrants and covenants neither it nor any other person beneficially interested in this Agreement has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Agreement. The Contractor shall take all appropriate steps to assure compliance with this provision.

XI. INSURANCE REQUIREMENTS

A. Contractor shall procure, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractors. Each policy shall be written on an "Occurrence" basis.

B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Policies

a.) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

b.) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c.) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

a.) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract. No material change, or cancellation or nonrenewal of any policy required by this contract shall occur without thirty (30) days' prior written notice to 4Culture.

E. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.

F. Verification of Coverage

4Culture, reserves the right to request that contractor submit the certificate(s) of insurance evidencing compliance with all requirements set forth above.

XII. NONDISCRIMINATION

A. During the performance of this Agreement, Contractor shall comply with state, federal and local legislation requiring nondiscrimination in employment and the provision of services to the public, including, but not limited to: Title VI of the Civil Rights Act of 1964; chapter 49.60 RCW (the Washington state law against discrimination); K.C.C. chapter 12.16 regarding discrimination and affirmative action in employment by contractors, subcontractors and vendors; K.C.C. chapter 12.17 prohibiting discrimination in contracting; K.C.C. chapter 12.18 requiring fair employment practices; K.C.C. chapter and 12.22 prohibiting discrimination in places of public accommodation.

B. The Contractor shall maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Agreement. The Contractor shall make such documents available to 4Culture for inspection and copying upon request.

XIII. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive officer of Contractor and the Executive Director of 4Culture at the addresses first written above. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XIV. GENERAL PROVISIONS

No modification or amendment to this Agreement shall be valid unless made in writing and signed by the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. 4Culture's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

XV. ATTORNEYS' FEES; EXPENSES

Contractor agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture's legal expenses, incurred in connection with the enforcement of this Agreement. 4Culture may pay someone else to help enforce this Agreement, and Contractor shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Contractor also shall pay all court costs and such additional fees as may be directed by the court. Notwithstanding the foregoing, subject to RCW 4.84.330, if either Contractor or 4Culture is the prevailing party in any action to enforce the provisions this Agreement, then such prevailing party shall be entitled to reasonable attorneys' fees in addition to costs and necessary disbursements.

XVI. SURVIVAL

The terms and conditions of Sections III, V, VI, VII, VIII, IX, XI, XII, XIII, XIV and XV shall survive the termination of this Agreement and shall be continuing obligations of the parties.

4CULTURE:

CONTRACTOR:

\signature3\

\signature1\

\fullname3\

\fullname1\

\title3\

\title1\

\date3\

\date1\

\initial2\



Memorandum

Date: 7/2/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-297

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	Michael Hintze	Manager
Planning and Community Development	LaNaya Taylor	Program Administrator

TITLE:

Approval of the 2024-25 Annual ORCA Contract Renewal

OVERVIEW STATEMENT:

Execute a renewal agreement with King County for ORCA Business Passport transit services (ORCA cards) and vanpool services for distribution to City of Redmond employees as an element of the City Employee Commute Trip Reduction Program.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
City Employee Commute Trip Reduction Program, Washington Clean Air Act, City Comprehensive Plan, Community Strategic Plan, Transportation Master Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
 - King County Metro launched the pay-as-you-go payment structure in the summer of 2020.
 - We have paid a total of \$9533 in monthly transit invoices under the current contract.
 - The City started its first vanpool in October 2022.

- The current contract expires on 7/31/24.
- In conjunction with the 2 Line opening, ORCA cards can now be used for both personal trips and commuting for a six-month pilot. We will monitor cost and usage and determine if we implement the pilot project.

OUTCOMES:

This agreement allows the City of Redmond to continue to purchase and distribute ORCA cards to City employees for transit and vanpool services provided by the participating transit agencies, thereby helping to reduce traffic congestion, energy consumption, air pollution and vehicle miles traveled.

Some benefits of renewing this contract include:

- Unlimited trips on all services other than Washington State Ferries. Includes: transit, rail, and streetcar.
- Guaranteed ride home.
- Continued “Pay as we go” model.
- Compliance with both State Community Trip Reduction (CTR) laws and the city’s mobility management plan (mmp) goals.
- Vanpool fares for employees are fully covered.

This renewal would ensure continuity in transportation benefits for employees commuting to work and as they continue to return to riding transit. Opening City issued ORCA cards for personal usage also allows employees to expand their comfort and use of transit and capitalize on light rail as it has expanded into Redmond.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The total cost of the services is forecasted not to exceed a maximum of \$30,000. The ORCA contract renewal was included within the adopted budget for the Commuter Assistance Office.

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

Budget Offer Number:

0000034 - Mobility of People and Goods

Budget Priority:
Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

100 General Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/16/2024	Business Meeting	Approve

Time Constraints:

Our current contract expires on July 31, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

If this agreement is not approved, we would need to seek alternatives to comply with the approved City Commute Trip Reduction Plan and the mobility management plan commitments. With the continued pay-as-you-go model, the City would meet CTR compliance while only paying for the transit and vanpool rides taken by staff.

ATTACHMENTS:

Attachment A-ORCA Business Passport Agreement



AGREEMENT FOR PURCHASE OF ORCA BUSINESS CARDS AND ORCA BUSINESS PASSPORT PRODUCTS

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and among **City of Redmond** ("Business Account") and **King County Metro** ("Lead Agency") on behalf of the following agencies, individually referred to as the "Agency" and collectively as the "Agencies" in this Agreement.

The Snohomish County Public Transportation Benefit Area ("Community Transit")
The City of Everett ("Everett Transit")
The King County Metro Transit Department ("King County Metro")
The Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit")
The Central Puget Sound Regional Transit Authority ("Sound Transit")
The Washington State Department of Transportation, Ferries Division ("Washington State Ferries")

IN CONSIDERATION of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 PURPOSE

- 1.1 This Agreement establishes the terms under which certain fare payment-related services, referred to herein as "ORCA Services," will be provided to the Business Account, including but not limited to the prices and terms under which the Business Account may purchase and distribute ORCA Business Cards loaded with a Business Passport Product to its Eligible Business Cardholders. Such ORCA Business Cards may be used to access certain Transportation Services of the Agencies. The specific ridership privileges applicable to the Business Passport Product provided under this Agreement are specified in *Attachment 1, Products, Pricing and Terms*, which is incorporated in this Agreement by this reference, and are subject to Sections 6 and 18 below. Businesses must at a minimum cover all benefits-eligible employees except those who work 100% remote. Additional participants can be included. Eligibility is defined in *Attachment 3 Eligible Participants*.
- 1.2 Attachment 1 also establishes the terms under which specific optional products and services (e.g. use of an ORCA Business Card on vanpool; a guaranteed ride home program per *Attachment 6 Guaranteed Ride Home*, attached hereto), if any, shall be provided by one or more individual Agencies.
- 1.3 This Agreement also enables the Business Account to purchase Business Choice Products from the Agencies, via the myORCA.com website, at the prices and terms in effect at the time of purchase.
- 1.4 The Business Account understands and agrees that this Agreement applies to its use of ORCA Services including, but not limited to, its purchase of ORCA Business Cards and ORCA Products. This Agreement does not constitute a contract for transportation services. The Agencies have no obligation to the Business Account or any other entity or person to provide any particular level, frequency or routing of transportation service.

2.0 TERM OF AGREEMENT AND CONTACT PERSONS

- 2.1 This Agreement shall take effect upon the effective date specified in Attachment 1. Unless terminated in accordance with Section 14, this Agreement shall expire on the last day of the Program Term specified in Attachment 1, or an Amended Attachment 1 that has been signed by a person authorized to bind the Business Account.
- 2.2 The Business Account shall designate a Primary Contact Person in *Attachment 2 Designated Representatives*, which is incorporated in this Agreement by this reference. This Primary Contact Person shall be responsible for managing the Business Account's roles and responsibilities under this Agreement. A Secondary Contact Person shall also be designated in Attachment 2. The Lead Agency may communicate with and rely upon either the Primary or Secondary Contact Person on matters relating to this Agreement.

3.0 DEFINITIONS

- 3.1 *Business Account*. The organization, educational or human services institution, government agency or other entity that has entered into this Agreement enabling it to purchase ORCA Business Cards and ORCA Products for distribution to their employees, students, clients or other constituency.
- 3.2 *Business Choice Products*. The ORCA Products that may be purchased at retail prices to supplement the ORCA Business Passport Product for one or more Business Cardholders (e.g. a WSF monthly pass).
- 3.3 *Business Cardholder(s) or Cardholder(s)*. The individual(s) whose ORCA cards are loaded by and/or may be provided by the Business Account.
- 3.4 *Business Passport Product*. The ORCA Product loaded on the Business Account's ORCA Business Cards under this Agreement that provides the Business Cardholders an unlimited right-to-ride the regularly scheduled Transportation Services of, or operated by, certain Agencies to the extent specified in Attachment 1.
- 3.5 *Card Close*. An ORCA system action that permanently invalidates an ORCA Card. The Business Account, Lead Agency or Cardholder with access may close cards.
- 3.6 *Card Lock*. An ORCA system process action that prevents an ORCA Business Card from being used until the action is reversed. The Business Account, Lead Agency or Cardholder with access can lock and unlock cards.
- 3.7 *Lead Agency*. The Agency that entered into this Agreement on behalf of itself and the other Agencies and, except as otherwise provided in this Agreement, is responsible for administration of this Agreement on behalf of the Agencies, including contract modifications and renewals, and ORCA system support
- 3.8 *ORCA Website*. The myORCA.com website used by the Business Account to manage its account.
- 3.9 *ORCA*. The trademarked name of the system that enables use of a common fare card on the public transportation services provided by any of the Agencies.
- 3.10 *ORCA Business Card (or "Business Card")*. An ORCA fare card managed by a Business Account to enable the loading of ORCA Products for use by a Cardholder to whom it was distributed by the Business Account to access Transportation Services as specified in

Attachment 1. These cards must be purchased with the business card profile of full access or the account must be set to have the global ownership flag. The fare card may be a physical card or if approved by the Lead Agency, a virtual fare card application.

- 3.11 *Load-Only ORCA Card.* An ORCA fare card managed by an individual which can be linked to a Business Account with load-only privileges. Load-only privileges allow the Business Account to load products and/or E-purse value. The Business Account does not have the ability to close the card, transfer card balances or check card balance
- 3.12 *ORCA Products.* Any transit fare payment mechanism offered for sale within the ORCA system by any of the Agencies. Examples include, but are not limited to, monthly or period pass, and E-purse.
- 3.13 *ORCA Services.* The materials and services that may be provided, from time to time, under the ORCA program, including but not limited to the ORCA Business Cards, ORCA Products, ORCA Websites, data, information, and any equipment, systems and services related to the ORCA program.
- 3.14 *Parties.* The Business Account and the Agencies (which include the Lead Agency) referred to herein collectively as the "Parties" and individually as a "Party."
- 3.15 *Transportation Services.* Those public transportation services provided by the Agencies that are specified in Attachment 1.

4.0 PRICES AND PAYMENT TERMS

The prices and payment terms applicable to this Agreement are specified in Attachment 1. Such terms shall include: (a) the amounts due for the Business Cards, Business Passport Product, and any other products, services and fees and (b) the timing of payments. Each order submitted by the Business Account for ORCA Business Cards and/or any ORCA Products will be subject to the provisions of this Agreement.

- 4.1 The Business Account's purchase of any Business Choice Products via the myORCA.com website will be at the prices and terms in effect at the time of order. The Business Account is responsible for reviewing the prices in effect before submitting each order and shall be deemed to have agreed to the then-applicable prices by submitting the order.
- 4.2 Payment in full is due as specified in Attachment 1.
- 4.3 If for any reason payment in full is not received by the date due, if a payment is not honored due to non-sufficient funds (NSF), or if for any reason a payment is negated or reversed, Sound Transit, on behalf of the Lead Agency will notify the Business Account of the payment problem and if full and clear payment is not received within ten (10) days of such notification, the Lead Agency may:
 - 4.3.1 Refuse to process new orders for ORCA Business Cards and lock the loading of new ORCA Products by or for the Business Account;
 - 4.3.2 Assess any late payment, NSF and collection fees to the maximum amount permitted by law;
 - 4.3.3 Initiate a Card Lock on the Business Cards issued to the Business Account, rendering them ineffective for use by the Cardholders, until such time as the Business Account

pays the full amount due, including any late payment, NSF and fees, in a manner acceptable to the Lead Agency; and

4.3.4 Suspend or terminate access rights to the Business Account's secured area of the website.

4.4 In addition to any other obligations it may have under this Agreement and at law, the Business Account agrees to pay to the Lead Agency any reasonable court costs, attorney fees and collection fees incurred in collecting amounts due from the Business Account.

4.5 Sound Transit, on behalf of the Lead Agencies, will be responsible for invoicing and receiving amounts due per this Agreement, unless otherwise described in this Agreement.

Payments will be remitted to:

Central Puget Sound Regional Transit
LB 1194
PO BOX 35146
Seattle, WA 98124-5146

Wire/ACH instructions will also be available.

5.0 PURCHASE, OWNERSHIP, DISTRIBUTION AND REPLACEMENT OF ORCA BUSINESS CARDS

5.1 *Ordering ORCA Business Cards.* The Business Account shall order ORCA Business Cards via the ORCA Website, in accordance with the directions provided on that website, and shall make payment as provided in Attachment 1. If additional cards are required, the Business Account may be required to pay the standard card fee and other applicable fees as specified in Attachment 1.

5.2 *Receipt and Ownership of ORCA Business Cards.* Upon actual or constructive receipt of the ORCA Business Cards it has ordered, the Business Account shall be responsible for the management of the ORCA Business Cards. The Business Account shall be deemed to have constructively received all ordered ORCA Business Cards unless it notifies the Lead Agency of any non-delivery or incorrect delivery within thirty (30) days after the order was placed. If the Business Account notifies the Lead Agency that it has not received the ordered cards, the Lead Agency will ship a replacement order. If the Business Account subsequently receives the cards reported as missing, the Business Account is responsible for returning them to the Lead Agency.

5.3 *Storage and Risk of Loss.* The Business Account is responsible for the storage, distribution and use of the ORCA Business Cards issued to it. The Business Account bears the sole risk of any loss, damage, theft or unauthorized use of one of its cards, whether such card is held in its inventory or has been distributed for use. The Business Account is responsible for the cost of any use of its Business Cards until the effective date of a Card Close or Card Lock that may be initiated as provided below.

5.4 *Distance Based Transit Fare.* The Business Account is responsible for communicating to Cardholders that "distance based fares" are charged on some systems such as: Link light rail, and Sounder commuter rail systems. On distance based fare modes, when the Cardholder "taps on," the ORCA system will record the trip to the last stop on the line. When the Cardholder "taps off" at the end of the ride, ORCA will record the actual ride. The Business Account then will be charged the correct fare for the actual ride taken. If the Cardholder fails to "tap off", then ORCA

will record a ride to the end of the line. The result of not “tapping off” is that the Business Account will be charged the largest fare for the ride even if a shorter ride was taken.

- 5.5 *Distribution of ORCA Business Cards.* The Business Account is responsible for distributing its Business Cards for use by its Eligible Business Cardholders. The Business Account manages all Business Cards it distributes but a cardholder may also purchase and load individual ORCA Products on a Business Card. The Business Account understands that a Business Card it distributes to a Cardholder may be linked by the Cardholder to his/her/their personal account on myorca.com as provided in Section 6. The Business Account may not register the Business Cards that are issued under this Agreement to a personal account.

The Business Account shall require that the Cardholder, as a condition of receiving a Business Card, be informed of the Cardholder Rules of Use, incorporated in this Agreement as *Attachment 4 ORCA Business Cardholder Rules of Use*, through the Business Account’s’ standard means of communicating policies.

The Business Account understands and agrees that it is solely responsible for implementation and enforcement of the Cardholder Rules of Use.

- 5.6 *Proof of payment.* The Business Account is responsible for notifying Cardholders that proof of payment must be made by tapping the ORCA Card on the card reader in the manner required by each Agency; otherwise, the Cardholder may be subject to a fine if the ORCA Card is not tapped, and the Cardholder will be personally responsible for any fines that may be imposed.
- 5.7 *Business Account Access to Personally Identifying Information.* If an individual Cardholder opts to register one of the Business Cards issued to the Business Account, any personally identifying information provided to the ORCA System (e.g. name, address, telephone number, and credit card number) will not be accessible by the Business Account. If the Business Account collects any personally identifying information about individuals to whom it has distributed Business Cards, the Business Account is solely responsible for its collection, use, storage and disclosure of such information.
- 5.8 *Card Locks and Card Close.* In the event a Business Card is determined to be lost or stolen or if a Cardholder is determined by the Business Account to be no longer eligible to use the card, the Business Account may initiate a Card Lock, which is reversible action, or a Card Close, which is a permanent action, via the myORCA.com website to invalidate the subject Business Card. The Lead Agency may also initiate a Card Lock or Card Close to any of the Business Account’s Business Cards at the request of the Business Account, or at the sole discretion of the Lead Agency in accordance with Section 4.3, or if it is suspected that a card has been altered, duplicated, counterfeited, stolen or used by an ineligible Cardholder.
- 5.9 *Restoration of Value After Card is Locked or Closed.* Following a Card Lock, a Business Account can transfer remaining funds and products onto a replacement card. Business Account will be responsible for card replacement fee.
- 5.10 *Card Replacement.* The Business Account is responsible for ordering and paying for any new cards needed to replace Business Cards that for any reason cease to be available or suitable for use by the Cardholders under the program of the Business Account, including but not limited to, if the unavailability or unsuitability is caused by damage, abuse, loss, theft, Card Close, and end of useful life. Provided, however, and notwithstanding the exclusion of warranties in Section 15, if a Business Card malfunctions within twelve (12) months after it was delivered to the Business Account, it shall be replaced by the Lead Agency without additional charge to the Business Account if the malfunction was caused by a defect in design, material or workmanship and was not caused by misuse, an intentional act, negligence or damage, reasonable wear and

tear excepted. The Business Account understands and agrees that to avoid the disruption and inconvenience caused by sporadic failures as its cards are used, it must plan for replacement of its Business Cards on a regular basis. As a condition of continuing under the Business Passport program, the Business Account agrees that it will purchase replacement Business Cards at the then-applicable rate.

6.0 CARDHOLDER USE OF ORCA BUSINESS CARDS

Cardholder Privileges. The Business Account understands and agrees that the Cardholder has the following privileges in connection with the use of an ORCA Business Card.

- 6.1 The Cardholder may present an ORCA Business Card, loaded with a valid, applicable Business Passport or Business Choice Product, to an ORCA fare transaction processor as proof of payment of all or a portion of a required fare on a regular transportation service operated by one or more of the Agencies. (Provided, however, an ORCA Product that is not sufficient to fully pay a fare will not be accepted as partial payment by the Washington State Ferries.) In all cases, a Cardholder will be required to make other payment to the extent a fare is not covered by an ORCA Product.
- 6.2 The Cardholder may individually purchase ORCA Products and load them on the Business Card in addition to any ORCA Product loaded by the Business Account. Individual ORCA Products may be used to pay all or a portion of a required fare on a transportation service not covered by a Business Passport Product or Business Choice Product. (Provided, however, an ORCA Product that is not sufficient to fully pay a fare will not be accepted as partial payment by the Washington State Ferries.) In all cases, a Cardholder will be required to make other payment to the extent a fare is not covered by an ORCA Product.
- 6.3 The Cardholder may link his/her/their name and other contact information with the ORCA system and link such personal information to the serial number of the Business Card provided to him/her. Such registration does not give the Cardholder full access to the card but may give the Cardholder the right to access the myORCA.com website to view the card's transaction history and current stored value, and to add retail products.
- 6.4 The Cardholder's personally identifying information is generally exempt from disclosure under the Washington Public Records Act (Chapter 42.56 RCW) as more specifically outlined in RCW 42.56.330(5).

7.0 BUSINESS RESPONSIBILITIES AND PRIVILEGES RELATING TO LOAD-ONLY CARDS

- 7.1 The Business Account understands that if it links an individual's ORCA card to their Business Account with load-only privileges the Business Account will have limited access. The Business Account will be able to load products and/or E-purse on the account and unlink the card from its account. The Business Account will not be able to close the card, transfer products and/or E-purse value, or view card balance.
- 7.2 When the load-only card holder is no longer eligible for a transit benefit, the Business Account is responsible for unlinking the card from their account.

8.0 NO RETURNS OR REFUNDS

Except as otherwise provided herein or in Section 14.2, the Business Account understands and agrees that its purchases of Business Cards, and Business Passport or Business Choice products purchased for such cards, are final and it is not entitled to any refunds. However, the Business Account may request a refund of the E-purse value remaining on a Business Card if the card is closed. The Lead Agency

shall initiate a Card Close and the refund will be processed approximately ten (10) days after the Card Close was initiated. A processing fee of ten dollars (\$10) may be payable by the Business Account to the Lead Agency for each refund that is processed, regardless of number of cards refunded. The Business Account, not the Lead Agency, is responsible for the refunding of such E-purse value, if any, to the individual Cardholder to whom the Business Card had been distributed.

9.0 BUSINESS ACCOUNT WEBSITE

- 9.1. The myORCA.com website is the primary means by which the Business Account shall purchase ORCA Business Cards, Business Passport and Business Choice Products, manage its Business Cards and obtain information about the use of said cards. As a condition of participation in the Business Passport program, the Business Account agrees that it will use the myORCA.com website when it is available and that each access and use of said website shall be subject to the ORCA Terms of Use and ORCA Privacy Statement that are in effect and posted on the myORCA.com website at the time of such access and use.
- 9.2. The Business Account understands and agrees that uninterrupted access to and use of the myORCA.com website is not guaranteed and agrees that it will contact its representative at the Lead Agency by email or telephone if the website is not available.
- 9.3. At the time the Business Account enters into the ORCA program, the Business Account's Primary Contact (Super Admin) will be provided a password to access myorca.com. The Super Admin will be responsible for adding additional admins to the Business Account. The Business Account is solely responsible for managing their account's users. The Business Account is also solely responsible for complying with the security standards specified in *Attachment 5 ORCA Business Account Security Standards*, which is incorporated in this Agreement by this reference.

10.0 INFORMATION PROVIDED BY THE AGENCIES AND THE ORCA SYSTEM

- 10.1 The Business Account understands and agrees that the data, reports or any information provided to it via the myORCA.com website or otherwise, is and remains the sole property of the Agencies and nothing shall be construed as a transfer or grant of any copyright or other property interest in such data, reports or information. The Agencies hereby grant to the Business Account a non-exclusive license to use any data, reports or information provided by the Agencies, via the myORCA.com website or otherwise, for any lawful purpose related to the administration of the transportation benefits program of the Business Account.
- 10.2 The ORCA System will record data each time an ORCA Business Card is presented to an ORCA device for fare payment and to load a product. Such transaction data includes, but is not limited to, the date, time, and location (or route) of the transaction. The Business Account may routinely access such transaction data related to its Business Cards to the extent provided via the myORCA.com website. Said website and its reports do not provide the Business Account Business Card transaction data linked to card serial numbers for the purpose of preventing fraud, the Primary Contact Person of the Business Account may submit a written request to the Lead Agency for transaction data related to a specific card number or for a card number linked to a specific transaction. Fraud is defined as intentional deception or misrepresentation by a person with knowledge that it will result in an unauthorized benefit to him, her, or some other person. The submittal is not intended to be used to request data for multiple cards or all cards managed by the Business Account. The written request shall include the following:

10.2.1 Card number or the date, time and other known details about the specific transaction for which a card serial number is being requested;

10.2.2 Detailed statement as to why the information is germane to the prevention of fraud; and

10.2.3 The signature of the Primary Contact Person.

If the Lead Agency determines that the subject transaction(s) is linked to a Business Card issued to the Business Account, the Lead Agency will provide the Business Account with the card serial number linked to the requested transaction(s). The Business Account agrees that it will use such card serial number information only for purposes of enforcing the Rules of Use, as provided to the Cardholder. The Business Account must maintain its own records if it wishes to identify the card serial number issued to an individual.

11.0 PUBLIC RECORDS

The Business Account understands and agrees that all records related to its participation in the ORCA System are public records under the Washington Public Records Act (Chapter 42.56 RCW) ("Act"), including but not limited to: (a) this Agreement and the sales activity hereunder; (b) the orders, communications, and any other information provided by the Business Account to the Lead Agency, the other Agencies or the ORCA System, whether provided via this website or otherwise and whether provided in hard copy or electronic form; (c) any communications, responses, requests, reports or information of any kind provided to the Business Account from the Lead Agency, the other Agencies or the ORCA System; and (d) all data, reports and information of any kind related to the loading of products on, and the use of, the Business Cards issued to the Business Account. As public records, these records will be made available for public inspection and copying upon request, unless the Lead Agency determines they are exempt from disclosure.

12.0 INDIVIDUAL USE OF BUSINESS CARD AFTER LEAVING A BUSINESS ACCOUNT

The Business Account is encouraged to collect Business Cards from Cardholders who are no longer eligible for the Business Account's transportation benefits program. In any case, the Business Account is solely responsible for initiating a Card Lock or Closing a Card in accordance with this Agreement to prevent any continued use of, and financial liability for, a card that had been distributed to a person who is no longer eligible.

13.0 ORCA SERVICES SUBJECT TO CHANGE

The Agencies seek to continually improve and enhance the ORCA Services. With thousands of organizations, schools, and other entities entering into business account agreements at varying dates in the year, the Agencies are unable to guarantee to each business account that the ORCA Services will not change during the term of its agreement. The Business Account understands and agrees that one or more ORCA Services may be changed, suspended or terminated from time to time without prior notice to, or agreement by, the Business Account, including but not limited to changes in the look, feel, content and functions of the myORCA.com website. If the Business Account is dissatisfied with a change in the ORCA Services, however, it may terminate this Agreement for its convenience in accordance with the provisions of Section 14.2.

14.0 TERMINATION

14.1 The Lead Agency may at any time terminate this Agreement if the Business Account fails to make timely and effective payment of all amounts due, or otherwise materially breaches the Agreement, or acts in manner indicating that it intends to not comply, or is unable to comply, with the Agreement. To effect such a termination for cause, the Lead Agency shall send email notice to the last known email address for the last known Primary Contact Person of the Business Account describing the manner in which the Business Account is in default and the effective date of termination. If the basis for termination is a failure to perform that can be cured, the termination shall not take effect so long as the Business Account cures the default within ten

(10) days of the sending of the email notice. Upon the effective date of such termination, the Lead Agency may immediately terminate the website access privileges of the Business Account, lock the Business Cards issued to the Business Account and decline to accept and fulfill any pending or new orders from the Business Account. In the event of such a termination for cause, the Business Account shall not be entitled to any refund of any amounts paid.

- 14.2 Either the Business Account or the Lead Agency may terminate the Agreement without cause and for its own convenience by sending the other Party written or email notice at least thirty (30) days in advance of the effective date of the termination. Upon receipt of a notice of termination for convenience from the Business Account, the Lead Agency may, in its sole discretion, waive the advance notice period and immediately terminate the website access privileges of the Business Account, initiate a Card Lock on the Business Cards issued to the Business Account, and decline to accept and fulfill any pending or new orders from the Business Account. In the event of such a termination for convenience and not cause, the amounts due under this Agreement shall be calculated by the Lead Agency. (The amounts due for the ORCA Passport Product and any optional products listed in Attachment 1 shall be the annual amounts due prorated for the number of months during which the Passport Product and optional products were valid for at least one day.) If the Business Account has not paid in full all of the amounts due under this Agreement as of the termination date, the Business Account shall immediately pay the remaining amount due. If the Business Account has paid more than all of the amounts due under this Agreement as of the termination date, the Business Account shall be entitled to a refund of the excess it has paid.
- 14.3 Notwithstanding any termination of the Agreement, the Business Account shall remain liable to satisfy and comply with all of its obligations under this Agreement and at law with regard to, or arising out of, any orders submitted or any of its acts or omissions occurring prior to the effective date of the termination, including but not limited to paying all amounts due or incurred prior to the effective date of the termination and any fees, charges, collection costs or other costs arising from a failure to make timely and effective payment.

15.0 EXCLUSION OF WARRANTIES

- 15.1 ALL ORCA SERVICES PROVIDED ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY USE OF THE ORCA SERVICES IS AT THE BUSINESS ACCOUNT'S SOLE DISCRETION AND RISK.
- 15.2 BY WAY OF EXAMPLE, AND NOT LIMITATION, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SPECIFICALLY DO NOT REPRESENT AND WARRANT THAT:
- A. THE BUSINESS ACCOUNT'S USE OF THE ORCA SERVICES WILL BE UNINTERRUPTED, TIMELY, FREE FROM ERROR AND OTHERWISE MEETING ITS REQUIREMENTS;
 - B. ANY INFORMATION OBTAINED BY THE BUSINESS ACCOUNT AS A RESULT OF USING THE ORCA SERVICES WILL BE ACCURATE AND RELIABLE; AND
 - C. ANY USE OF THE ORCA WEBSITE, INCLUDING BUT NOT LIMITED TO THE CONTENT OR MATERIAL DOWNLOADED FROM SAID WEBSITE, WILL BE FREE OF DEFECTS, VIRUSES, MALWARE, HACKS OR POTENTIALLY HARMFUL INTRUSIONS.
- 15.3 TO THE EXTENT PERMITTED BY LAW, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES OF QUIET ENJOYMENT

OR NON-INFRINGEMENT; AND ANY WARRANTIES CREATED BY TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

15.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE AGENCIES OR THE ORCA SYSTEM SHALL REVISE OR CREATE ANY WARRANTY.

16.0 NOTICES

16.1 Any notice required to be given under the terms of this Agreement shall be directed either by email or regular mail to the Parties' Designated Representatives, as specified in Attachment 2, or to the last person and address provided by a Party in accordance with Section 16.2.

16.2 Each Party shall immediately notify the other Parties of any changes to its Designated Representatives' contact information. The Business Account shall also immediately notify the Lead Agency of any changes in any other information provided in its application.

17.0 FORCE MAJEURE

The Agencies and each of them shall be relieved of any obligations under this Agreement to the extent they are rendered unable to perform, or comply with such obligations as a direct or indirect result of a force majeure event, or any other circumstance not within such party's control, including, but not limited to, acts of nature, pandemics, acts of civil or military authorities, terrorism, fire or water damage, accidents, labor disputes or actions, shutdowns for purpose of emergency repairs, or industrial, civil or public disturbances.

18.0 APPLICATION OF AGENCY FARES AND OTHER POLICIES

The purchase, distribution and use of Business Cards and ORCA Products by the Business Account and its Cardholders, and access to and use of the ORCA website, shall be subject to all applicable federal, state and local law, regulations, ordinances, codes and policies, including but not limited to the ORCA Cardholder Terms of Use and ORCA Privacy Statement (posted on the ORCA website and available in printed form upon request to the Lead Agency), and the Agencies' respective fares, transfer rules, codes of conduct and other operating policies and procedures.

19.0 PROHIBITED DISCRIMINATION

The Business Account shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the administration of its transportation benefits program, the provision of ORCA Business Cards and ORCA Products, or the performance of any acts under this Agreement. The Business Account shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

20.0 COMPLIANCE WITH APPLICABLE LAW

The Business Account shall be solely responsible for compliance with all applicable federal, state and local laws, regulations, resolutions and ordinances, including, but not limited to, any provisions relating to the Business Account's provision of compensation, benefits or services to employees or others (e.g. including, but not limited to, transportation fringe benefits) and any reporting, tax withholding, or other obligations related thereto. The Business Account expressly acknowledges and agrees that it has not relied on any representations or statements by the Agencies and will not rely on them to provide any legal, accounting, tax or other advice with regard to the Business Account's provision of compensation, benefits or services to employees or others (e.g. including, but not limited to, transportation fringe benefits) and any reporting, withholding or other obligations related thereto.

21.0 LEGAL RELATIONS

21.1 *No Partnership, Agency or Employment Relationship Formed.* The Business Account and the Agencies are independent parties and nothing in this Agreement shall be construed as creating any joint venture, partnership, agency or employment relationship between and among them or their respective employees. Without limiting the foregoing, the Business Account understands and agrees that none of its employees or agents shall be deemed employees or agent, for any purpose, of any of the Agencies and the Business Account is solely responsible for the acts of its agents and employees and their compensation, wages, withholdings and benefits.

21.2 LIMITATION ON LIABILITY

- A. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO:
1. ANY RELIANCE PLACED BY THE BUSINESS ACCOUNT ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY INFORMATION PROVIDED TO THE BUSINESS ACCOUNT BY OR THROUGH THE ORCA SERVICES;
 2. ANY CHANGES TO THE ORCA SERVICES OR THE TEMPORARY OR PERMANENT CESSATION OF ANY SUCH SERVICES (OR FEATURES WITHIN A SERVICE);
 3. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY INFORMATION MADE AVAILABLE TO THE BUSINESS ACCOUNT, OR GENERATED BY THE USE OF THE ORCA SERVICES UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE USE OF THE ORCA BUSINESS CARDS ISSUED UNDER THIS AGREEMENT;
 4. THE BUSINESS ACCOUNT'S FAILURE TO PROVIDE THE LEAD AGENCY WITH ACCURATE ACCOUNT INFORMATION; AND
 5. THE BUSINESS ACCOUNT'S FAILURE TO KEEP INFORMATION SECURE AND CONFIDENTIAL.
- B. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCURRED BY THE BUSINESS ACCOUNT UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF PRIVACY, LOSS OF DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, WHEN SUCH DAMAGES ARISE OUT OF, OR ARE RELATED TO, THIS AGREEMENT OR THE ORCA SERVICES, WHETHER OR NOT ONE OR MORE AGENCIES HAS BEEN ADVISED OF, OR SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF ANY SUCH DAMAGES ARISING.
- C. TO THE EXTENT ONE OR MORE OF THE AGENCIES INCURS ANY LIABILITY FOR A BREACH OF THIS AGREEMENT, OR ANY DUTY RELATED TO THE ORCA SERVICES, AND SUCH LIABILITY THAT IS NOT EXCLUDED UNDER THE TERMS OF THIS AGREEMENT, THE EXCLUSIVE, AGGREGATE REMEDY AGAINST THE LEAD AGENCY AND EACH OTHER AGENCY WILL BE, AT THE OPTION OF THE

APPLICABLE AGENCIES: (A) THE CORRECTION, SUBSTITUTION OR REPLACEMENT OF ALL OR PART OF THE ORCA SERVICES GIVING RISE TO THE BREACH, OR (B) A REFUND OF THE AMOUNT PAID BY THE BUSINESS ACCOUNT FOR THE ORCA SERVICE CAUSING THE DAMAGE, THE AMOUNT OF WHICH WILL NOT EXCEED THE DAMAGES (OTHER THAN THOSE EXCLUDED ABOVE) ACTUALLY INCURRED BY THE BUSINESS ACCOUNT IN REASONABLE RELIANCE.

THE DAMAGE EXCLUSIONS AND LIMITATIONS ON LIABILITY IN THE AGREEMENT SHALL APPLY EVEN IF ANY REMEDY FAILS FOR ITS ESSENTIAL PURPOSE.

- 21.3 No Waiver. The Business Account agrees that if the Lead Agency does not exercise or enforce any legal right or remedy which is contained in the Agreement or under applicable law, this will not be taken to be deemed to be a waiver or modification of the Lead Agency's rights and remedies, and that those rights or remedies will still be available to the Lead Agency.
- 21.4 Governing Law and Forum. This Agreement and all provisions hereof shall be interpreted and enforced in accordance with, and governed by, the applicable law of the State of Washington and of the United States of America without regard to its conflict of laws provisions. The exclusive jurisdiction and venue for conducting any legal actions arising under this Agreement shall reside in either the Federal District Court or the State of Washington Superior Court, as applicable, that is located in the county in which the Lead Agency's primary administrative office is located. The Business Account hereby consents to personal jurisdiction and venue in said courts and waives any right which it might have to conduct legal actions involving the Agencies in other forums.
- 21.5 Attorneys' Fees and Costs. In the event of litigation between the parties related to this Agreement, the Court is authorized to award the substantially prevailing party its costs, fees and expenses including reasonable attorney fees to the extent authorized by the Court and permitted by applicable law.
- 21.6 Survival. Sections 4, 5, 10, 15 and 21 shall survive and remain effective notwithstanding any termination of this Agreement.
- 21.7 Use of ORCA name and logos. The Business Account understands and agrees that the "ORCA" name and logos are trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Agencies without written permission. The Agencies understand and agree the Business Account name and logo may be trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Business Account without written permission.

22.0 SUCCESSORS AND ASSIGNS

This Agreement and all terms, provisions, conditions and covenants hereof shall be binding upon the parties hereto, and their respective successors and assigns; provided, however, no Party may assign or delegate the duties performed under this Agreement without the written agreement by the Lead Agency, the Business Account and the assignee.

23.0 ENTIRE AGREEMENT AND WRITTEN AMENDMENTS

This Agreement constitutes the entire agreement between the Business Account and the Lead Agency, on behalf of all Agencies, related to the Business Account's use of and access to ORCA Services (but excluding any services which Lead Agency may provide under a separate written agreement), and completely replaces and supersedes any prior oral or written representations or agreements in relation

to fare media consignment and sales or to ORCA Services. No oral agreements or modifications will be binding on the parties and any changes shall be effective only upon a written amendment being signed by the parties.

24.0 SEVERABILITY

In the event any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid, then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of the Agreement which shall remain in full force and effect unless the provisions that are invalid and unenforceable substantially impair the value of the entire Agreement to any party.

25.0 AUTHORITY TO EXECUTE

Each party to this Agreement represents and warrants that: (i) it has the legal power and authority to execute and perform this Agreement and to grant the rights and assume its obligations herein; and (ii) the person(s) executing this Agreement below on the party’s behalf is/are duly authorized to do so, and that the signatures of such person(s) is/are legally sufficient to bind the party hereunder.

26.0 COUNTERPARTS

This Agreement may be executed in two (2) counterparts, each one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

BUSINESS ACCOUNT City of Redmond BY: Name: Angela Birney Title: Mayor, City of Redmond Date:	Lead Transportation Agency King County Metro BY: Name: Carol Cooper Title: Managing Director, Market Innovation Date:
--	---

ATTACHMENT 1

ORCA BUSINESS PASSPORT - PRODUCTS, PRICING AND TERMS

Business Account: City of Redmond
 ORCA Business Account ID#: 1282
 Federal Tax ID #: 91-6001492
 Agreement Type: Per-Trip Passport Contract
 Program Term: 8/1/2024 - 7/31/2025

Business Passport Products

- Valid for full and unlimited rides on:
 - **Bus:** King County Metro, Sound Transit, Community Transit, Everett Transit, Kitsap Transit, Pierce Transit.
 - **Ferry:** King County Water Taxi, Kitsap Local Ferries and Fast Ferries.
 - **Monorail**
 - **Seattle Streetcar**
 - **Rail:** Sound Transit Link light rail and Sound Transit Sounder (including Rail Plus partnership with Amtrak Cascades).
 - **ParaTransit Transportation:** King County Metro Access, Kitsap Transit Access, Pierce Transit Shuttle.
- **Vanpool:** 100.00% monthly fare subsidy on Pierce Transit, King County Metro, Community Transit, Kitsap Transit vans.
- **Vanshare:** 100.00% monthly subsidy on Pierce Transit, King County Metro, Community Transit, Kitsap Transit vans.

Business Passport Pricing

Product	Cost
Transit	E-purse per trip rate
Cards	\$ 3.00 each
Service Fee	\$ 2,820.00
Vanpool/Vanshare— King County Metro	\$ 3,000.00
Vanpool/Vanshare— Community Transit	\$ 0.00
Vanpool/Vanshare— Kitsap Transit	\$ 0.00
Vanpool/Vanshare— Pierce Transit	\$ 0.00

Transit Per Trip Rate

The Transit Per Trip Rate uses ridership data from the ORCA System to calculate costs. The ORCA System calculates the apportioned value for each boarding based on the E-purse equivalent value. The E-purse equivalent value accounts for transfers as shown below.

- Single leg trips are apportioned to the transit agency where the boarding took place at CEFFV (Cash Equivalent Full Fare Value).
- Multi-leg trips are apportioned as follows:
 - Apportioned Value = Highest CEFFV among the linked boardings X Weight of Linked Trip
 - Weight of Linked Trip = Agency Trip Rate/ Sum of Trip Rates
- The values are then summed up by Participating Agency and invoiced to the customer.

Card Costs

Card orders can be placed by the customer on the Business Account website.
Cards cost three dollars (\$3) each and will be invoiced per payment terms.

Card Logo Permission

The Business Account hereby grants permission for the Agencies to print the Business Account's name and logo on the Business Account's ORCA Business Cards and no further permission is required.

Vanpool and Vanshare Service

The vanpool/vanshare subsidy dollar amounts specified above are based on the estimated usage by Eligible Employees of each included Agency's vanpool/vanshare services.

- If the vanpool/vanshare dollar amount specified above is less than the amount due for actual usage by Eligible Employees for any of the included Agency's vanpool/vanshare services under this Agreement, the provider Agency may invoice the Business Account for the additional use.
- If the Business Account enters into a successor agreement to this Agreement, the difference between the specified amount above and the actual amount due to each included Agency under this Agreement will be calculated. An overpayment under this Agreement will be subtracted from the amount specified in the successor agreement. A deficit under this Agreement will be added to the amount specified in the successor agreement, if the provider Agency did not submit a supplemental invoice.
- If this Agreement is terminated or expires without the Business Account entering into a successor agreement, the difference between the specified amount above and the actual amount due each included Agency under this Agreement will be calculated. An overpayment under this Agreement will be credited against any amount still due from the Business Account, or reimbursed by the provider Agency if none is still due. A deficit under this Agreement shall become immediately due and payable by the Business Account to the provider Agency.

Employee Contributions: Employees may contribute up to 50% of the price per eligible employees.

Business Passport Payment Terms

- Transit usage (trips taken on Bus, Ferry, Monorail, Rail, Seattle Streetcar), card orders will be invoiced monthly, due net 30 days from receipt of invoice.
- Service Charge and Vanpool/Vanshare costs will be invoiced in full at the start of the Program Term, due net 30 from receipt of invoice.

ATTACHMENT 2

DESIGNATED REPRESENTATIVES

	BUSINESS ACCOUNT - Primary	LEAD AGENCY – Primary
Name	LaNaya Taylor	Rocco DeVito
Title	TDM Program Administrator	Customer Relationship Manager
Address	15670 NE 85th St Redmond, WA 98148	201 S Jackson St., Seattle, WA, 98104
Telephone	(425) 556-2482	
E-Mail	ltaylor@redmond.gov	rdevito@kingcounty.gov
	BUSINESS ACCOUNT - Secondary	LEAD AGENCY – Secondary
Name	Michael Hintze	Stacie Khalsa
Title	Transportation Planning Manager	Supervisor, Business Passport
Address	15670 NE 85th Street Redmond, WA 98073	
Telephone	(425) 556-2900	
E-Mail	mhintze@redmond.gov	stacie.khalsa@kingcounty.gov
	BUSINESS ACCOUNT - Billing	LEAD AGENCY - BILLING
Name	LaNaya Taylor	ORCA c/o Central Puget Sound Regional Transit
Title	TDM Program Administrator	
Address	15670 NE 85th St Redmond, WA 98148	LB 1194 PO Box 35146 Seattle, WA 98124-5146
Telephone	(425) 556-2482	
E-Mail	ltaylor@redmond.gov	finance@myorca.com

ATTACHMENT 3

ELIGIBLE BUSINESS CARDHOLDERS

Definition and Number of Eligible Participants

Definition of Eligible Participants	All employees who work at the City of Redmond
Number of Eligible Participants	500

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ATTACHMENT 4

SAMPLE - ORCA BUSINESS CARDHOLDER RULES OF USE

(Business account can customize content for means of communicating with employees.)

As a Business Account Cardholder, I agree to the following:

1. I understand that the ORCA Business Card is owned by the employer that provided it to me and it has been provided to me for my personal use only. I agree that I will not sell or transfer my assigned ORCA Card to another person. If I violate these terms of use, my ORCA Card may be blocked from further use.
2. I will keep my assigned ORCA Business Card secure and in good condition, and I will immediately report a lost, stolen, or damaged ORCA Business Card to my company's Transportation Coordinator. I understand an ORCA Business Card will be replaced at the fee charged by my company.
3. I will return my assigned ORCA Business Card upon request or when I leave my employment or otherwise do not meet the eligibility requirements of my company. If I do not return my ORCA Business Card, I understand that it may be blocked for further use.
4. I understand that my ORCA Business Card is valid for the following provided by the listed transportation Agencies.
 - a. 100% of fares on regularly scheduled transportation service on Community Transit, Everett Transit, King County Metro, King County Water Taxi, Kitsap Transit and Kitsap Ferries, Monorail, Pierce Transit, Sound Transit, and Seattle Streetcar.
 - b. 100.00% monthly of vanpool and 100.00% monthly vanshare fares on vanpool services provided by Community Transit, King County Metro, Kitsap Transit, and Pierce Transit.
5. I understand and will comply with policies of my employer or other institution that provided my ORCA Business Card.
6. I understand that the ORCA Business Card is not valid for fare payment on transportation services not specified in Section 4 and I am responsible for paying any additional fares required for services not covered, or not fully covered, by my assigned ORCA Business Card.
7. I understand that any additional ORCA Products I load onto my assigned ORCA Card will become the property of the company that owns my ORCA Business Card and the refund, if any, of such products will be made by the company according to its refund policy.
8. I understand in the event any ORCA Products I load onto my assigned ORCA Card must be replaced, I am responsible for any fares required during the replacement period.
9. I understand the ORCA system will record data each time I use my assigned ORCA Business Card. Data will include the date, time and location of the card when it is presented. I understand this data is owned by the transit Agencies and is accessible to the company that owns my ORCA Business Card.
10. I understand that the ORCA Card must be "tapped" on a card reader to show proof of fare payment or issuance of a valid fare. Merely showing the ORCA Card on a bus, train, ferry or light rail vehicle does not constitute proof of fare payment or issuance of a valid fare. I will be subject to a fine if the ORCA Card is not "tapped," and I understand I will be personally responsible for any

finer that may be imposed.

11. I understand that for the correct fare to be recorded, I must "tap" off on a card reader when exiting some transit systems. For example, I must "tap" off when exiting from a Sounder train or Link light rail.

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ATTACHMENT 5

ORCA BUSINESS ACCOUNT SECURITY STANDARDS

1.0 Application Security

- 1.1 At the time the Business Account enters into the ORCA program a unique password will be used by each Business Account authorized to enable access to myORCA.com.
- 1.2 The Business Account shall use a strong password that meets the following criteria:
 - a. Length - At least eight (8) characters in length or the maximum length permitted by the ORCA system, whichever is shorter.
 - b. Elements - Contains one each of at least one character from each of the following four (4) groups:
 1. English upper case letters (A, B, C...)
 2. English lower case letters (a, b, c...)
 3. Westernized Arabic numbers: 0, 1, 2...9
 4. Special characters: #%&\$*!@^()[]{}<>|/?/'"+=.,
- 1.3 The Business Account shall restrict access to the myORCA.com website by providing its user id and password to only the employee(s) who have a business "need to know" and who are authorized by the Business Account as "system user(s)". If the password is updated for reasons listed in (a) or (b), then the security questions for that same account shall be updated as well.
- 1.4 Access to the myORCA.com website is restricted to the purpose of authorized administrative support for the ORCA Business Account program
- 1.5 The Business Account's password shall be changed at least quarterly but also immediately upon (a) a system user leaving the Business Account's employment or otherwise losing his/her status as an authorized user; and (b) the Business Account learning that the password has been obtained by unauthorized persons or entities.
- 1.6 The Business Account's Primary Contact will review security policies and guidelines with system users at least quarterly.

2.0 Physical Security

- 2.1 The Business Account shall require system users, when not at their workstations, to log off the myORCA.com website, or lock their screen using a password protected screen-saver in order to prevent unauthorized access.
- 2.2 ORCA card stock shall be kept in a secure/locked location with access limited to those administering the program.
- 2.3 The Business Account shall require its employees to keep printed reports containing account information in a secure location.

3.0 Incident Management

- 3.1 The Business Account shall report any security incident or suspected incident immediately to the Lead Agency. Examples of possible security incidents would be: introduction of computer viruses, unauthorized transactions or blocked cards, or lost or stolen card stock.

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Memorandum

Date: 7/2/2024
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-317
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	Philly Marsh	Economic Development Manager
Planning and Community Development	Kim Dietz	Principal Planner

TITLE:
Adoption of the 2024 Economic Development Strategic Plan

OVERVIEW STATEMENT:

In July of 2023, Council approved a consultant contract with Community Attributes, Inc. to work with staff to develop the City of Redmond’s first Economic Development Strategic Plan. In November 2023, data findings were shared with Council. At the March 26, 2024, Study Session, the vision, goals, and strategies of the Economic Development Strategic Plan were shared for Council discussion and feedback. Staff has worked with internal departments to confirm the actions incorporated in this final draft for adoption.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Comprehensive Plan: This strategic plan will advance the Economic Vitality policies set through the Redmond Comprehensive Plan.
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The Economic Development Strategic Plan process draws on previous studies and reports, current quantitative and qualitative data, and best practices to develop an aligned and organized suite of strategies and actions that will guide the City of Redmond’s economic development program implementation over the next five years to result in a stronger economy.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The Economic Development Strategic Plan was launched in August 2023 and conducted research, data analysis, and stakeholder engagement. Draft strategies were presented to Council in Q1 with final adoption anticipated in Q3 2024.
- **Outreach Methods and Results:**
In addition to incorporating feedback from recent studies and engagement efforts, this planning effort included stakeholder interviews, focus groups, and a questionnaire available in five languages. A “Let’s Engage” webpage is currently active and inviting feedback on the draft strategies.
- **Feedback Summary:**
Attached

BUDGET IMPACT:

Total Cost:
Staff working on the Economic Development Strategic Plan are funded through the adopted budget.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000040 Community/Economic Development

Budget Priority:
Vibrant and Connected

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

If yes, explain:
N/A

Funding source(s):
American Rescue Plan Act (ARPA): \$60,000
General Fund: \$20,850

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/18/2023	Business Meeting	Approve
11/6/2023	Committee of the Whole - Planning and Public Works	Provide Direction
11/28/2023	Study Session	Provide Direction
3/5/2024	Committee of the Whole - Planning and Public Works	Provide Direction
3/26/2024	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/16/2024	Business Meeting	Approve

Time Constraints:

Approval of the plan will provide direction for program implementation.

ANTICIPATED RESULT IF NOT APPROVED:

There will be less direction for program implementation.

ATTACHMENTS:

- Attachment A: Economic Development Plan for Adoption
- Attachment B: Economic Development Plan Appendices
- Attachment C: Council Questions and Inclusion Tracking

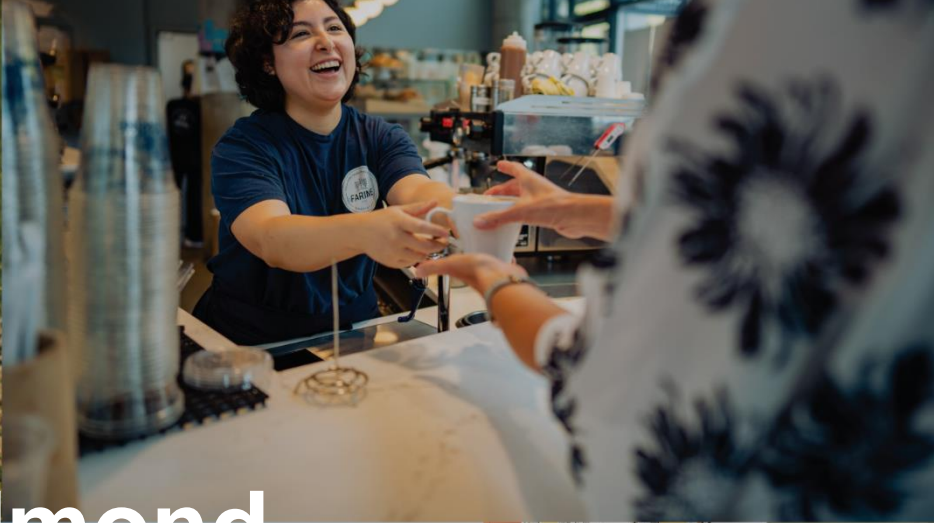


Redmond
WASHINGTON

City of Redmond

Economic Development Strategic Plan

Adopted DATE



ACKNOWLEDGMENTS

This Economic Development Strategic Plan has been developed in close collaboration with the City of Redmond staff and under the guidance of Mayor Angela Birney and the City Council. In addition, we'd like to thank numerous local and regional partners and stakeholders for their participation in interviews, questionnaires, and focus groups that guided the findings and development of this plan.

Redmond Mayor

Angela Birney, Mayor

Redmond City Council

Vanessa Kritzer, City Council President

Jessica Forsythe, City Council Vice President

Jeralee Anderson

Steve Fields

Angie Nuevacamina

Osman Salahuddin

Melissa Stuart

City of Redmond Staff

Carol Helland, Planning and Community Development Director

Seraphie Allen, Planning and Community Development Deputy Director

Philly Marsh, Economic Development Manager

Kim Dietz, Principal Planner, Economic Development

Jackie Lalor, Program Administrator, Tourism and Economic Development

Brooke Buckingham, Human Services Manager

Jeff Churchill, Long Range Planning Manager

Vangie Garcia, Public Works Deputy Director

Jan Harrison, Program Advisor, Diversity, Equity, and Inclusion

Michael Hintze, Transportation, Planning, and Engineering Manager

Zach Houvener, Parks and Recreation Deputy Director

Jenny Lybeck, Program Manager, Sustainability

Economic Development Partners

OneRedmond

Public Consultants

Community Attributes, Inc.; President and CEO, Chris Mefford; Project Manager, Madalina Calen; and analysts Bryan Lobel, Kortney Cena, Carly Bednarski, Rebecca Ballweg, and Cassie Byerly

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EXECUTIVE SUMMARY

In 2023, Redmond is one of the region's most dynamic and fastest growing cities, home to over 75,000 residents. As a major employment center, ranking fourth in the central Puget Sound region, Redmond is a global innovation hub for information technology, interactive media and gaming, and commercial space. Growth and change are expected to continue in Redmond as the City plans for Redmond 2050 and welcomes four light rail stations. To help address the challenges and opportunities of the future, an Economic Development Strategic Plan (EDSP) was prepared for the City of Redmond that will guide the City's economic development programs, policies, and allocation of resources for the next five years. The Plan was a collaborative effort led by the City of Redmond Economic Development Division staff, influenced by business community and economic development partners feedback obtained through interviews, focus groups, and a questionnaire, and is reflective of contributions from a team of cross departmental city staff, Mayor Angela Birney, and Redmond's City Council. The plan is aligned with other important efforts, such as the Redmond 2050 Economic Vitality Element.

This strategic plan is the first of its kind for Redmond and will provide a solid foundation on which the City of Redmond can continue to build past the five-year timeline with future updates. The plan recommends priority strategies and actions to realize within the next five years, as well as aspirational actions for future consideration beyond its lifespan.



Economic Development Vision

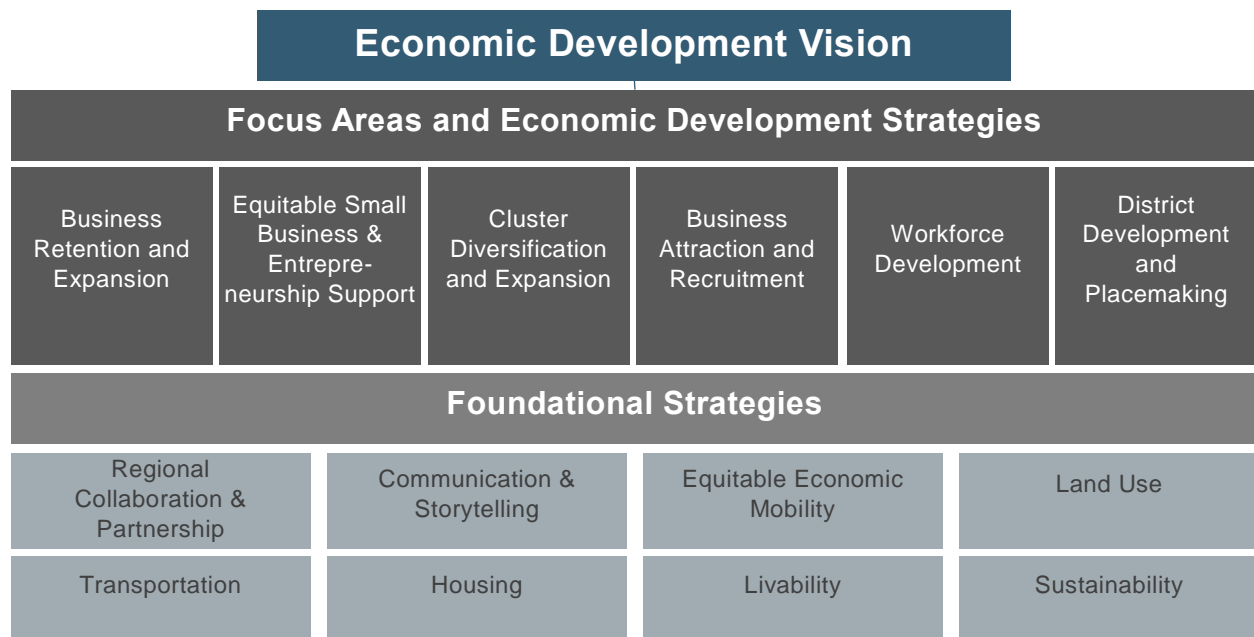
The vision reflects the values and priorities for economic development for the City of Redmond and provides a signpost to guide focus areas and strategies.

“Redmond is a diverse, resilient, and growing economy, based on a foundation of innovation, inclusion, collaboration, and sustainability. The City has a welcoming and positive business climate with a highly educated, skilled, and international workforce. Redmond is a desirable destination with an exceptional quality of life, and vibrant amenities including recreation, culture, retail, and dining.”

Focus Areas and Economic Development Strategies

The Plan sets forth six focus areas in support of the economic development vision that were identified in collaboration with the City of Redmond and validated through research, analysis, and stakeholder engagement:

1. **Business Retention and Expansion:** Continue to build relationships and engage with existing and emerging businesses in Redmond to accurately assess their needs, address displacement risk and other challenges, and to support expansion of business operations in Redmond.
2. **Equitable Small Business and Entrepreneurship Support:** Provide small businesses in Redmond with the right tools to start, stay, grow, adapt, and flourish by working in partnership with technical assistance partners and trusted messengers to preserve and increase the number of local establishments.
3. **Cluster Diversification and Expansion:** Expand established and growing clusters to strengthen competitive advantages and attract businesses that diversify Redmond’s economy and enhance economic resilience and increase tax revenue.
4. **Business Attraction and Recruitment:** Promote the attractiveness of doing business in Redmond and improve the business climate and opportunity for continued investment.
5. **Workforce Development:** Work with partners to attract, retain, and develop a broad base of creative and diverse talent in Redmond and increase access for Redmond residents to greater economic mobility.
6. **District Development and Placemaking:** Create and evolve district identities and branding to leverage district marketing power in support of inclusive and equitable growth and economic impact.



To achieve these outcomes, the City and its partners will need to pursue a set of recommended foundational and economic development strategies. Foundational strategies underpin Redmond’s long-term success in achieving sustainable, equitable economic development and are the responsibility of multiple city departments. Eight foundational strategies were identified for regional collaboration and partnership, communication and storytelling, equitable economic mobility, land use, transportation, housing, livability, and sustainability.

This plan also proposes to move the City of Redmond toward achievement of its economic development focus areas by addressing each through a set of coordinated and phased economic development strategies. Each economic development strategy consists of interrelated and mutually supportive actions. The economic development strategies which are summarized below are primarily led by the City’s Economic Development Division in collaboration with other city departments and external partners.

Business Retention and Expansion

- 1A. Cultivate relationships with Redmond’s business community through robust, ongoing communication and invitations for Redmond’s businesses to be engaged in city efforts.
- 1B. Collaborate with Long Range Planning and Development Services to consider how the City can incentivize the creation of needed flexible spaces for retail, manufacturing, creative uses, and recreation uses.
- 1C. Work to proactively understand and predict the threats and opportunities for existing businesses in Redmond, including displacement.
- 1D. Work with public and private partners to foster small business space solutions.

Equitable Small Business and Entrepreneurship Support

- 2A. Monitor the existing and emerging needs of small businesses in Redmond.
- 2B. Collaborate with partners to develop programs that provide culturally trusted small business support across industries in Redmond.
- 2C. Foster entrepreneurship across industries and work with partners to ensure support for a diverse community of entrepreneurs.
- 2D. Increase outreach to and understanding of Redmond home-based businesses to help them grow and connect to market opportunities.
- 2E. Encourage development of co-working, maker spaces, commercial kitchens, and other small business and entrepreneurial space needs in Redmond.
- 2F. Encourage an equity in contracting program to increase contracting, procurement, and consulting opportunities for small and minority owned businesses.

Cluster Diversification and Expansion

- 3A. Invest in tools to collect and maintain data for tracking economic impact, monitoring business cluster trends, and identifying opportunities to expand industries.
- 3B. Continue to support Redmond's highest-employing and highest-growth cluster of Information, Communication and Technology and Interactive Media companies while pursuing growth in other technology related sectors.
- 3C. Boost Redmond's booming Commercial Space and Aerospace cluster by leveraging regional and local competitive advantages, concentration, and multi-jurisdictional supports.
- 3D. Monitor and support expansion in high-growth, emerging clusters in the Life Sciences and Clean Technology (Clean Tech) industries.
- 3E. Retain and grow independent retail activities that strengthen and differentiate Redmond's sense of place and experiential offerings.
- 3F. Support initiatives to highlight and grow the Creative Economy.
- 3G. Leverage and support tourism assets and initiatives in alignment with the Tourism Strategic Plan for continued cluster awareness and growth.

Business Attraction and Recruitment

- 4A. Work with regional and state partners to proactively promote Redmond as an attractive place to do business.
- 4B. Support internal efforts to reduce the cost and time of doing business for Redmond's business and development communities.
- 4C. Target recruitment of businesses that strengthen the City's commercial, cultural, and district identities.
- 4D. Encourage infrastructure investments, zoning, and development that is conducive for business attraction targets.

Workforce Development

- 5A. Collaborate with regional partners and service providers to improve awareness and access to education, training, and jobs for Redmond residents, including youth, tribe members, immigrants, and those returning to the workforce.
- 5B. Facilitate connections between employers and education and workforce development institutions to increase employer access to a qualified workforce.
- 5C. Identify and support opportunities to increase affordable dependent care and other supportive services to facilitate workforce attraction and retention.

5D. Build connections with public and private educational institutions within the region and monitor opportunities to attract programs or campuses to Redmond.

5E. Collaborate with regional and subregional workforce development partners to track workforce development trends.

District Development and Placemaking

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.

6D. Preserve and promote the arts, entertainment, events, cultural assets, and sciences in Redmond to attract new firms, industries, residents, and visitors.

6E. Evaluate opportunities to create and enhance industry cluster districts, such as an EcoDistrict.

Dear Redmond community and businesses,

We are proud to present and support the first Economic Development Strategic Plan for the City of Redmond. As Mayor and Director of Planning and Community Development, we recognize this plan's critical importance in shaping our city's economic future and fostering sustainable growth and prosperity for all residents, businesses, employees, and visitors.

This plan represents a comprehensive and forward-thinking roadmap for guiding economic development initiatives in Redmond. The collaborative spirit and optimism exhibited by our business community, community partners, staff, and city leaders significantly shaped this plan, ensuring that it is grounded in the needs and aspirations of our community. We thank everyone who contributed through their participation, perspectives, and subject matter expertise.

One of the key strengths of the plan lies in elevating Redmond as a welcoming and successful place to do business, while also ensuring that our approach to economic development is equitable, sustainable, and enriching for businesses and our community. By prioritizing district development and placemaking, expanding access to equitable small business and entrepreneurship support, advocating for innovation, and investing in workforce development, the plan seeks to create a holistic economic development program that can change with market dynamics. The direction of the plan allows Redmond to further thrive as an attractive place to do business and a desirable destination for residents, employment, and leisure.

Moreover, the plan recognizes the interconnectedness of economic development with other key city priorities, illustrated through a set of foundational strategies. The plan includes a spectrum of approaches that support a high quality of life and wide array of opportunities for businesses and residents alike.

As Mayor and Director of Planning and Community Development, we are committed to working closely with stakeholders and the community to ensure the successful implementation of the Economic Development Strategic Plan. By harnessing the collective expertise, resources, and energy of our community, we can realize the vision of a vibrant, inclusive, and innovative economy for Redmond. Together, we will continue to cultivate a thriving and interconnected economy, providing opportunities and impact for all.

Sincerely,



Angela Birney
Angela Birney
Mayor of Redmond



Carol Helland
Carol Helland
Planning Director of Redmond

INTRODUCTION

Background and Purpose

The City of Redmond partnered with Community Attributes to develop its first Economic Development Strategic Plan (EDSP) to guide the City's economic development programs, policies, and allocation of resources for the next five years. The strategic plan is data-driven and reflects the current realities of Redmond, has been informed by extensive stakeholder engagement, and complements other Redmond and regional planning and economic development efforts.

This Economic Development Plan:

- Sets a vision for sustainable and equitable economic development in Redmond and proposes focus areas, strategies, and actions to achieve that vision.
- Facilitates implementation by recommending priority strategies and actions to realize within the next five years, as well as aspirational actions for future consideration beyond the lifespan of the plan.
- Recommends roles for the City and external partner organizations to implement the proposed strategies.



Strategic Planning Process

The creation of Redmond’s Economic Development Strategic Plan relied on data collection and analysis and robust outreach to stakeholders. Key components of this process include the following:

- **Landscape Assessment and Data Analysis.** The first step in the strategic planning process was to assess the City’s current market and economic conditions. The consultant team examined both quantitative and qualitative data to understand where Redmond is today and how it got here. Additionally, a review of existing and ongoing studies, plans, and engagement was conducted to provide some background on the economic development environment and challenges and opportunities in Redmond. These efforts have culminated in a report that includes findings on holistic elements of Redmond’s economy, which are summarized in the Redmond in 2023 section of the Plan and included in full as *Appendix A*.
- **Stakeholder Outreach.** Engagement activities in support of this plan include an online business questionnaire available in six languages, four interviews with major employers in Redmond, one interview with OneRedmond staff, and six focus groups of businesses and organizations in retail and restaurant, creative economy, technology and interactive media, life sciences, space/aerospace, and manufacturing sectors. Engagement findings are included in the Summary of Engagement section of the plan and a full engagement report is included in *Appendix B*.
- **Economic Development Core Team and City Council Meetings.** The consultant team and the Economic Development Division staff met with a team of cross departmental city staff members whose programs would be most influenced and impacted by the plan and with City Council throughout the process to review interim findings, discuss strategic priorities, and solicit feedback and input.



Plan Organization

The Redmond Economic Development Strategic Plan is organized as follows:

- **Redmond in 2023.** A summary of economic and demographic trends in Redmond.
- **Strategic Themes Findings.** Summarizes insights from the landscape assessment, data analysis, and stakeholder engagement by strategic theme.
- **Economic Development Strategic Plan Framework.** Defines the elements of the Economic Development Strategic Plan framework.
- **Redmond’s Vision for Economic Development.** Provides Redmond’s vision for economic development, desired outcomes, and metrics for measuring success.
- **Foundational Strategies.** Identifies the foundational strategies for the plan.
- **Focus Areas and Strategies.** Provides recommended focus areas and economic development strategies organized by focus area for the City and its partners.
- **Implementation of the Economic Development Strategic Plan.** Summarizes considerations for successful implementation of the Plan.
- **Appendices.** Includes the Data Analysis & Landscape Assessment and Engagement Summary reports that were completed as part of the strategic planning process and provide supplemental information in support of the Plan.

REDMOND IN 2023

This chapter provides an overview of economic and demographic conditions in Redmond, presented in three major sections: people, economy, and place. The analysis includes comparisons to five benchmark cities with similar economic profiles and the Puget Sound region to help provide context on how the city is performing. The benchmark cities include Bellevue, WA; Bothell, WA; Mountain View, CA; Hillsboro, OR; and Raleigh, NC.

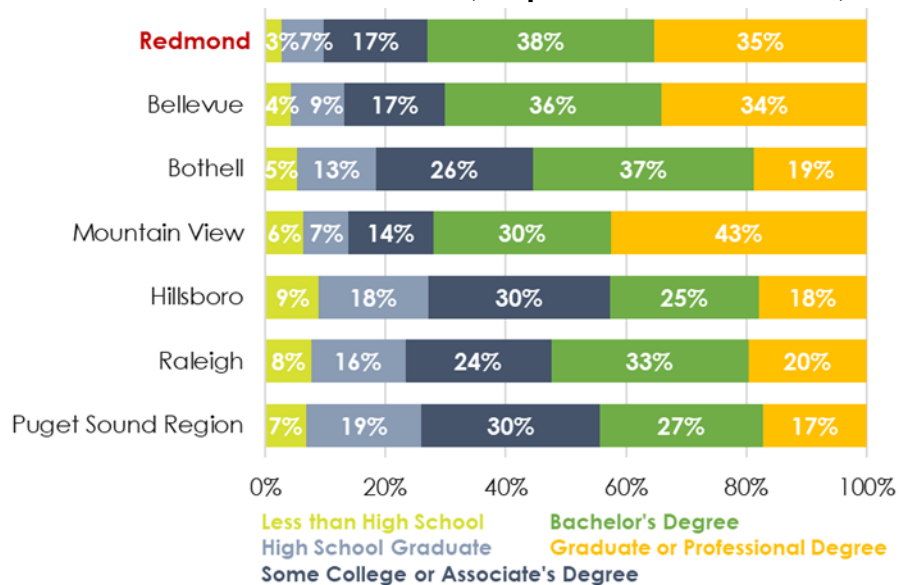
The following key findings are summarized from analysis that can be read in full in *Appendix A*.

People

Redmond's population is growing and is diverse, young, and highly educated.

At 75,300 in 2022, Redmond's population has doubled since 1990 and is expected to grow at a faster pace than the Puget Sound Region through 2050. The City is home to a younger population compared to the surrounding Puget Sound region. Those between the ages of 25 and 44 continue to be the most prevalent age group in Redmond and have seen the most growth in absolute terms since 1990. Redmond's share of people of color has increased from 10% in 1990 to 51% in 2021, with the highest increase in Asian population.

Exhibit 1. Educational Attainment, Population 25 and Older, 2021



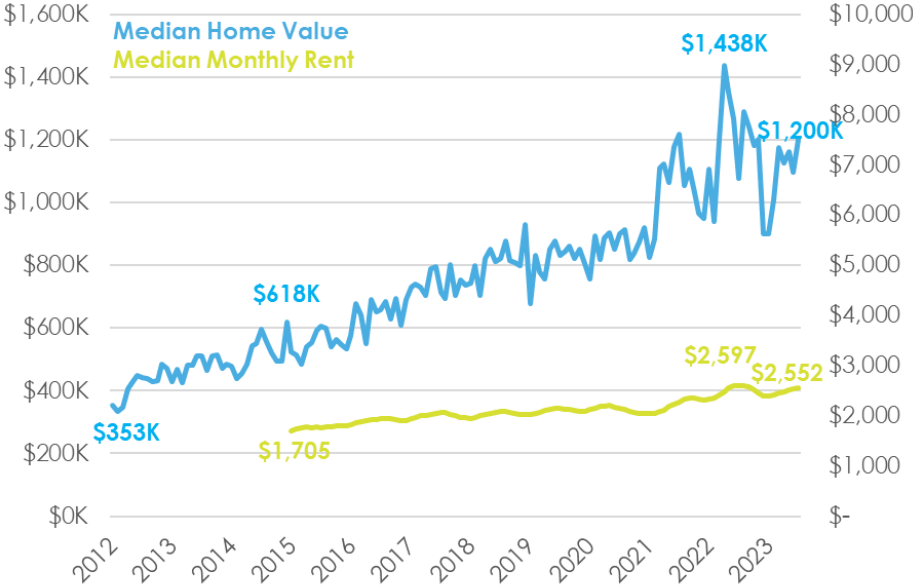
Source(s): U.S. Census ACS 5-Year estimates, 2021; CAI, 2023.

Redmond is the most educated community amongst all benchmark cities. In 2021, the proportion of residents aged 25 and older with a bachelor's degree or higher was approximately 73% in Redmond.

Increased demand and housing underproduction in Redmond have led to rising costs.

While Redmond has one of the highest shares of multifamily housing in the Eastside region, most of this housing comes in the form of apartments, and Redmond’s housing market lacks a diverse range of housing types, including duplexes, multiplexes, townhomes, etc.

Exhibit 2. Median Sale Price and Median Monthly Rent, Redmond, 2012-2023



Source(s): Redfin, 2012 to 2023; CAI 2023.

The median sale price in Redmond, based on sales data from Redfin, increased by 166% between January 2012 and October 2023. This was lower than the Puget Sound region median sale price increase during this period and most benchmark jurisdictions except for Raleigh. Though not as dramatic, median monthly rent in Redmond has also risen significantly since 2015 – a 50% total increase from 2015 to 2023.

The rising cost of housing has led to issues with housing affordability which have had disproportionate impacts on certain populations. While 24% of Redmond’s total population experiences cost burden¹, it is more prevalent in Pacific Islander households (45%) and Hispanic households (33%).



¹ The Department of Housing and Urban Development defines cost burden as those households spending more than 30% of total income on housing.



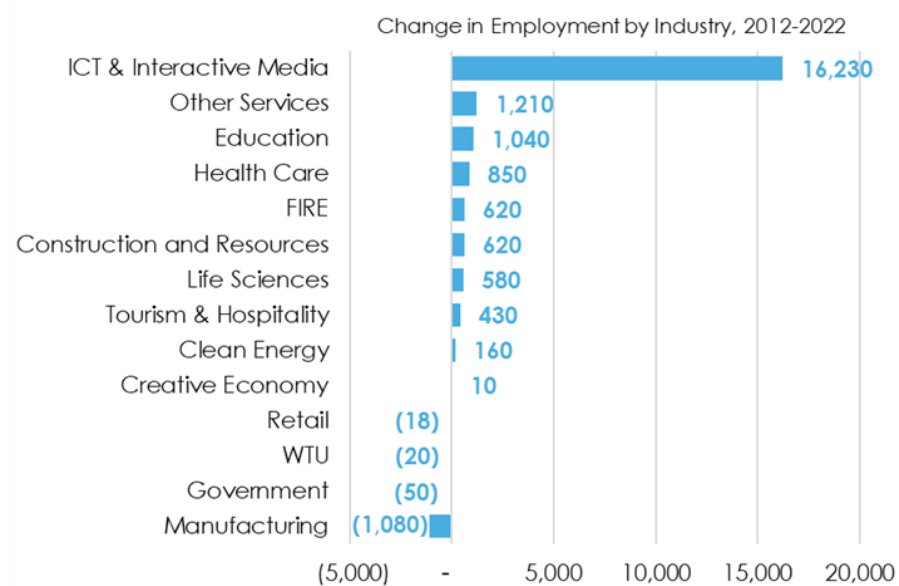
Economy

Over the past ten years, employment in Redmond grew by 22%, driven by the technology sector, but manufacturing jobs declined.

From 2011 to 2021, employment growth in Redmond of 2% per year on average outpaced the Puget Sound region’s average of 1.7% per year and ranked third among all benchmark communities, after Bellevue (1.7%) and Raleigh (1.2%).

Job growth in the past ten years was led by the Information Communication and Technology (ICT) & Interactive Media industry which accounted for 76% of the 21,000 jobs added between 2012 and 2022. Over the same period, the manufacturing sector lost over 1,000 jobs.

Exhibit 3. Employment Change by Industry, Redmond, 2012-2022



Source(s): Puget Sound Regional Council, Preliminary Estimates, 2023; Community Attributes, 2023.

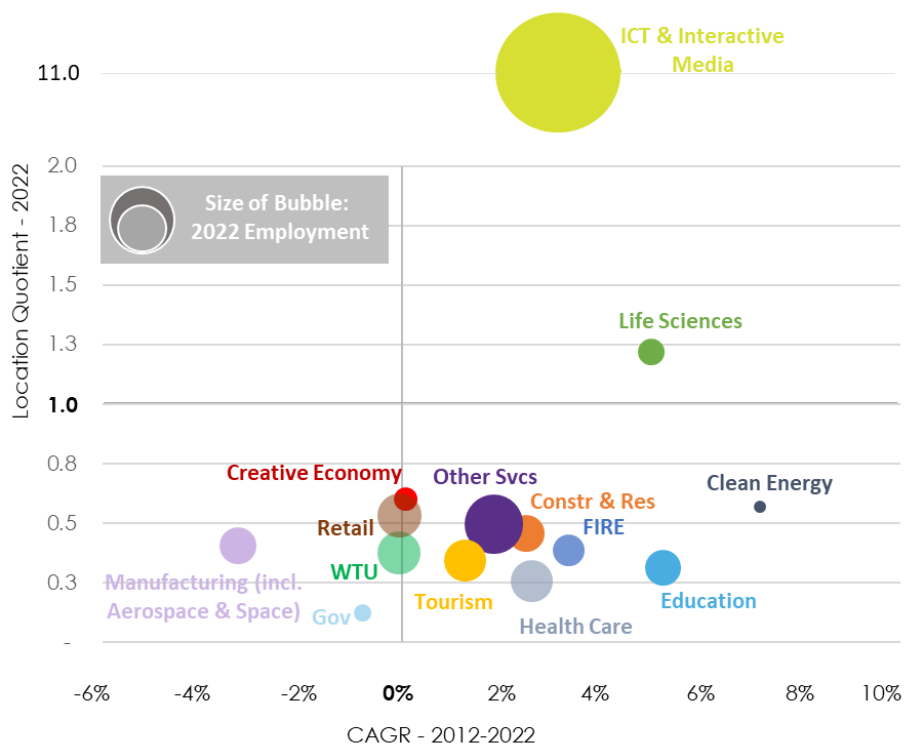
Note: ICT stands for Information and Communication Technology; WTU stands for Wholesale, Transportation, and Utilities; FIRE stands for Finance, Insurance and Real Estate.

Information and Communication Technology & Interactive Media is by far the most concentrated industry in Redmond.

Information and Communication Technology (ICT) & Interactive Media have a location quotient (LQ) of 11, which means that on a per job basis, the industry is 11 times more concentrated in Redmond than the US average. Microsoft is the leading ICT and Interactive Media presence in Redmond, with a 502-acre campus employing more than 47,000 workers and an employment multiplier of 5.9.

Life Sciences is the only other industry with a location quotient higher than 1. The fastest growing clusters in Redmond from 2012 to 2022 were Clean Energy (7.2%), Education (5.2%), and Life Sciences (5%).

Exhibit 4. Industry Clusters by Size, Employment Change and Concentration relative to US, Redmond



Source(s): Puget Sound Regional Council, Preliminary Estimates, 2023; Community Attributes, 2023.grow

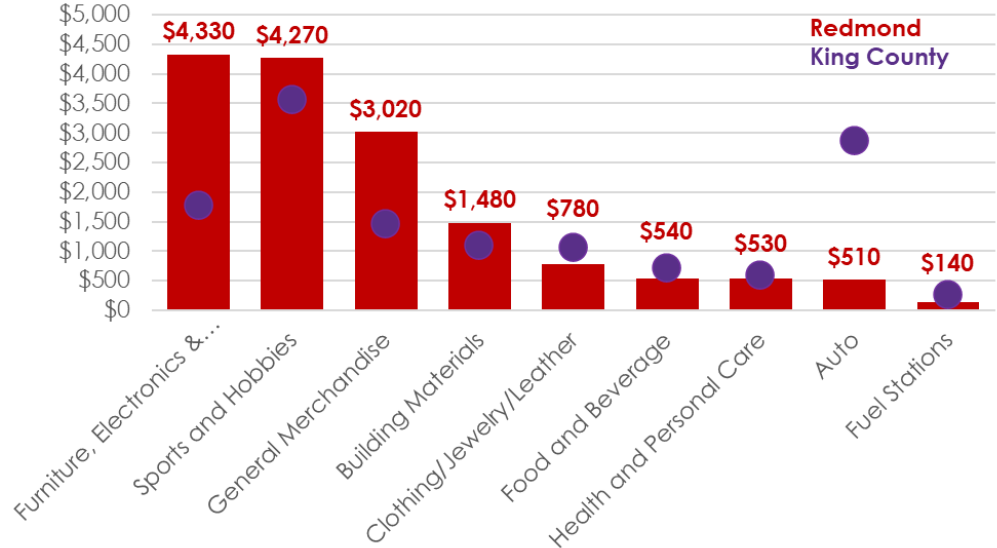
Note: ICT stands for Information and Communication Technology; WTU stands for Wholesale, Transportation, and Utilities; FIRE stands for Finance, Insurance and Real Estate.

Retail sales in Redmond increased at a slower pace than in King County. Auto retail, food and beverage, and clothing / jewelry / leather may represent retail sectors with opportunity for further growth in Redmond.

Retail sales in Redmond fluctuated more than the totals for King County and increased at a slower pace -1.2% per year on average compared to 2.2% for King County between 2005 and 2022.

Per capita retail sales in Redmond exceeded the King County figure for four industries: furniture, electronics and appliances, sports and hobbies, general merchandise, and building materials. In 2022, Redmond’s per capita furniture, electronics and appliances retail sales were nearly \$2,600 higher than the King County figure. Redmond underperforms in a few industries, with the largest difference in auto retail sales, followed by clothing/jewelry/leather, food and beverage, and health and personal care.

Exhibit 5. Per Capita Retail Sales by Industry, 2022



Source(s): Washington State Department of Revenue, 2023; Community Attributes, 2023.

Compared to regional benchmark cities, Redmond has the lowest share of residents working outside the City.

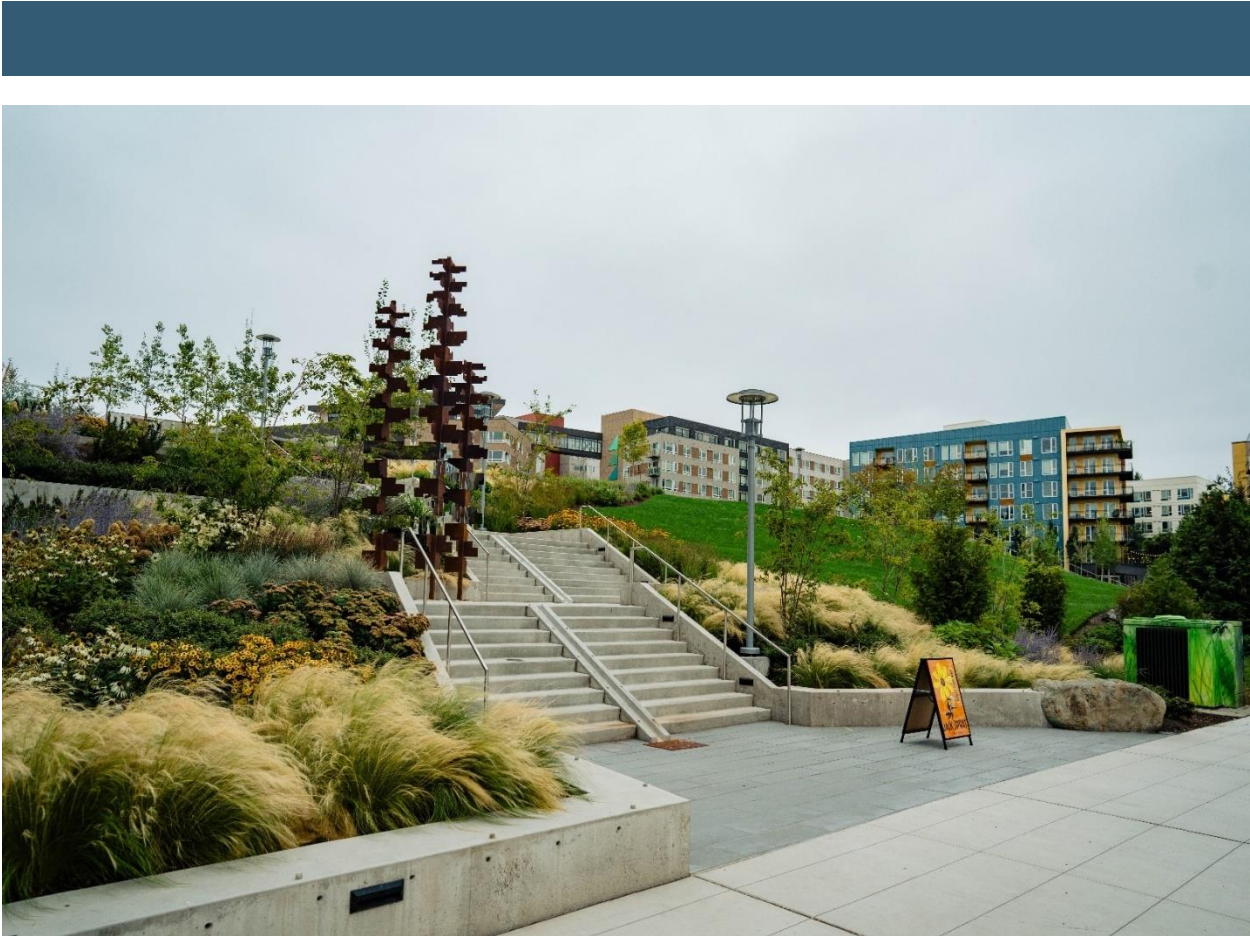
Roughly 68% of residents work outside Redmond and commute for work to Seattle (25%), Bellevue (16%), Kirkland (5%), and other cities on the Eastside and in the region. This is the lowest share among other Eastside cities like Bellevue, Sammamish, Issaquah, and Kirkland. In the same year, 89% of all Redmond workers commuted into the City for work from nearby communities, very similar to other Eastside cities.

Commercial Real Estate

From 2007 to 2023, Redmond’s industrial inventory declined by 2% and vacancy rates have been very low since 2020. Redmond’s industrial vacancy rate experienced an all-time low of .1% in Q3 of 2022 but has since risen to 2.9% - still a too-low rate for the health of the market that may be impeding locations or expansions in the City.

Redmond’s inventory of office space has not increased significantly for many years and vacancy rates at 5% in Q3 of 2023 are extremely low by regional standards and relative to most benchmark cities.

From 2010 to 2022, Redmond’s retail square feet per capita declined by 31%, the most of all benchmark cities, and retail vacancies at 1% are extremely low.



STRATEGIC THEMES FINDINGS

This section of the plan brings together insights from the landscape assessment, data analysis, and stakeholder engagement summarized by strategic theme.



Business Retention and Expansion

- Existing businesses throughout the City are facing the risk of displacement due to recent growth, property sales, and redevelopment. Results from the business questionnaire conducted for the Plan found that only 18% of respondents felt their businesses were secure from relocation risk, with rising rents, lack of appropriate space, and redevelopment pressure identified as primary risk factors.
- A limited supply of appropriate, affordable space in Redmond constrains the real estate market for many uses, but especially for micro businesses, retail businesses, food and beverage manufacturing businesses, small scale manufacturing and prototype development, creative spaces, child-based spaces, recreational spaces, health related facilities, and automotive services. Newly developed spaces or redeveloped spaces come with higher rental costs, and the types of spaces constructed often lack compatibility with businesses in need, due to first-floor height

requirements, prioritization of other incentives, or the investment demands of chain retail tenants.

- From 2010 to 2022, Redmond's retail square feet per capita declined by 31%, the most of all benchmark cities, and retail vacancies at 1% are extremely low. The lack of retail space in Redmond is driving up lease rates and likely impacting the viability of smaller and independently owned businesses in Redmond (*Appendix A. Data Analysis and Landscape Assessment*).
- Co-located production, fabrication, and Research and Development (R&D) space may be essential for supporting industries such as space/aerospace, life sciences, ICT and interactive media, and clean energy / clean tech. However, limited industrial inventory may be impeding locations or expansions in the city.
- The strategic planning process has revealed challenges with using the City's business license data for outreach efforts or analysis to support and inform economic development initiatives. The outreach efforts for the plan also revealed the need for the City to continue to grow and build relationships with the business community in the service of economic development focus areas.



Equitable Small Business and Entrepreneurship Support

- Small businesses represent a significant share of the City of Redmond's economy - 93% of businesses in Redmond have less than 50 employees and employ just over 18% of all workers in the City of Redmond.
- Several recent studies of small businesses in King County and Redmond have identified challenges, gaps, and needs for small businesses. These include limited access to capital, cultural and linguistic barriers, inadequate marketing of existing resources and services, limited capacity of nonprofit organizations and Community-Based Organizations (CBOs) and others (for full list refer to *Appendix A. Data Analysis & Landscape Assessment*).
- There is an opportunity for CBO trusted messengers to foster equitable small business support and work with the Overlake Village Small Business Hub.
- Small businesses in the Redmond 2050 Overlake Small Business Roundtable discussions identified additional needs for small businesses, such as space for future expansion of operations, family-friendly environment to attract families to the area, affordable and accessible housing options for employees and others (for full list refer to *Appendix A. Data Analysis & Landscape Assessment*).
- Small business respondents to the business questionnaire conducted for the Plan ranked space location/lease negotiation, networking opportunities, and marketing support as the top three most important small business services. They also ranked unaffordable commercial rents, parking access, and the increased cost of labor most frequently among the top three challenges they are facing in Redmond today.
- Due to lack of information in business license data, it is difficult to track trends in business ownership demographics.

Cluster Diversification and Expansion

Information Communication and Technology (ICT)

- The City's ICT / digital media cluster is responsible for more than half (63%) of all Redmond employment, with Microsoft alone accounting for over 47% of jobs. Technology workers may be vulnerable to industry consolidation, re-location / spinoffs, and contraction. Outreach for the Redmond 2050 Comprehensive Plan update suggested that continued reliance on the technology industry could result in economic and cultural homogeneity, a loss of small businesses, and housing affordability challenges for people working in other sectors, such as education, restaurants, and public service.
- Diversification of economic activity – including attracting new or expanded companies in underrepresented industries to Redmond – would increase the range of opportunities available to the 68% of residents that currently commute outside the City.

Space

- Institutional support, large anchor employers, and principles of agglomeration suggest strong opportunities for up- and down-stream suppliers in Redmond's emergent space cluster.
- The space and aerospace sector sees an opportunity to increase awareness of their industry in Redmond and the region. Industry support and momentum around the Redmond Space District should be supported and branded for community pride and cluster growth.

Life Sciences

- With 52 facilities in Redmond (third amongst 136 cities in the state), a location quotient of 1.2, and growth of nearly 600 jobs over the past decade, the City's life sciences cluster is situated amongst one of the fastest growing industries in the state (33.6% growth from 2015 to 2021) and benefits from adjacent technology and manufacturing capabilities in developing cancer therapies, drug production, and testing technologies, among other activities.

Tourism and Retail

- By diversifying Redmond's retail, hospitality, and recreation industries and activities, Redmond invests in a unique sense of place and provides experiential offerings that are attractive to prospective businesses and talent.

Creative Economy

- Creatives believe that the City of Redmond would benefit from a revival of the commitment to the arts and culture. They suggested that a strategy would be useful to define who Redmond wants to be with respect to arts and culture and how the City can achieve that vision.

Other

- As Redmond's economic development program continues to mature, sector specific efforts, including targeted stakeholder engagement and strategic development should be further invested in, such as the efforts in the Tourism Destination Development Plan.

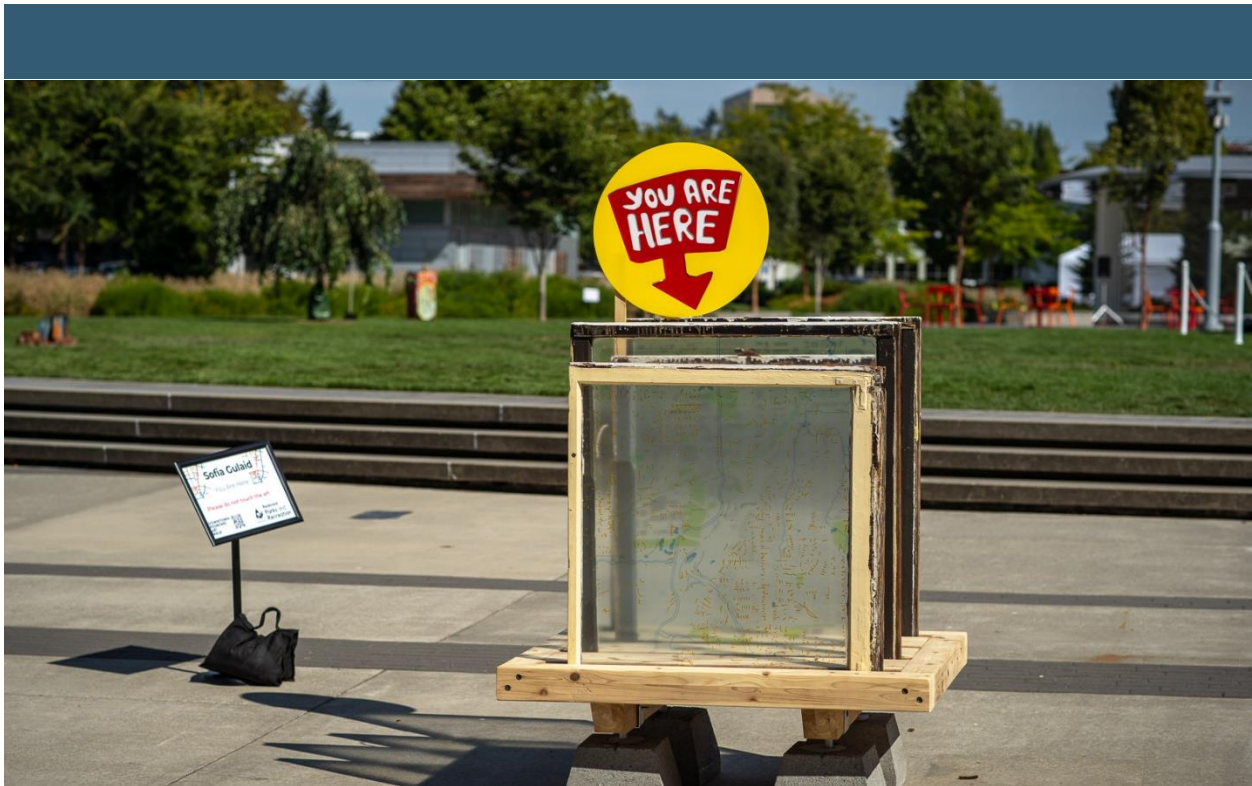


Business Attraction and Recruitment

- Redmond faces several challenges in business attraction and recruitment, including high development costs, constrained land availability, talent recruitment and retention difficulties, and a scarcity of affordable workforce housing.
- The heightened cost of housing poses challenges in talent recruitment by leading many local employees to reside outside of Redmond and preventing new talent from moving in. Many local businesses have to hire remote talent to fill the gaps.
- Permitting for development is a contentious issue among participants, and businesses cite challenges, such as delays and lack of technical expertise.
- Promoting a distinctive identity and addressing quality of life issues, such as childcare availability, supporting local arts and culture, and providing recreation opportunities, may help to attract and retain a skilled talent pool in Redmond.
- There is confusion in Redmond around the roles of the different economic development agencies and a need to rebrand, but preserve existing partnerships.

Workforce Development

- Recent studies conducted by Western Washington University have identified several challenges for Redmond’s workforce; a marked skill gap in several occupation fields, fewer qualified workers with relevant degrees than there are job positions across most industries in Redmond, and finally, the workforce development ecosystem in Redmond lacks the programming presence of a regional workforce development council.
- Many residents and businesses in Redmond are unaware of available workforce development resources and opportunities.
- Engagement efforts show that Redmond’s community members desire for workforce development efforts to be aligned with the needs of underserved communities and prioritize income self-sufficiency for workers in Redmond at a range of skill and education levels.
- Partnerships with employers in Redmond and data collection is needed to further understand the City of Redmond’s workforce needs and regional skills that would support cluster diversification and expansion.
- Educational institutions and workforce development agencies may be effective at reducing skills gaps by providing in-demand skills training through informed curriculum.
- Inadequate access to childcare and adult dependent care were cited as challenges that impact working families and labor force participation in general.



District Development and Placemaking

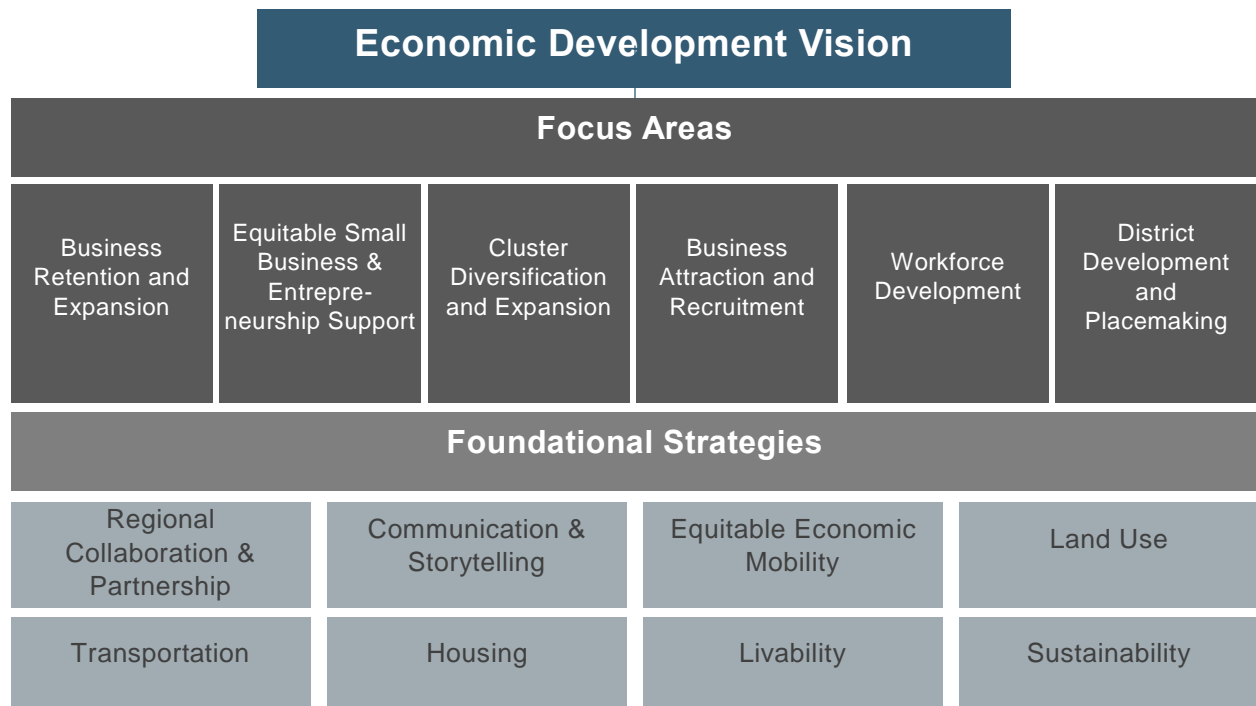
- With two designated Regional Growth Centers – Downtown Redmond and Overlake – forecast to accommodate 64% of Redmond’s job growth through 2050, and Marymoor transitioning to a Countywide Growth Center, careful planning will be especially crucial to the economic success and sustainability of these areas.
- Livability in Redmond’s centers and neighborhoods will depend on placemaking that prioritizes multi-modal travel, an appropriate mix of land uses, strong urban design, access to amenities – and enhancing the City’s unique sense of place.
- It is increasingly vital for cities to differentiate themselves in terms of quality of life and amenities from other places to compete for top-tier talent – especially in industries with highly skilled and mobile workforces, such as tech, space / aerospace, life sciences, and clean tech.
- Planning for Downtown Redmond, as well as for Overlake and Marymoor, is focused on leveraging the game-changing potential of new light rail stations, including implementing dense, mixed-use, transit-oriented development, and increasing connectivity to the City’s other commercial and neighborhood centers.
- Engagement found that district development in Overlake, the third-largest jobs center in the Puget Sound region, must match increased density with measures to address traffic congestion and improve walkability and pedestrian safety, as well as support for minority-owned businesses such as a dedicated liaison.
- Redmond currently lacks district-based organizations that are essential to help foster district-based branding and placemaking activities such as marketing campaigns and events.



ECONOMIC DEVELOPMENT STRATEGIC PLAN FRAMEWORK

This Economic Development Strategic Plan includes the following elements:

- **Economic Development Vision.** Reflects the values and priorities for economic development in the City of Redmond for the next five years. Provides a signpost to guide focus areas and strategies and should act as a reference point when making future decisions about prioritizing investments and development programs.
- **Foundational Strategies.** A broad array of critical citywide issues and aims that underpin Redmond’s long-term success in achieving sustainable, equitable economic development. Essential to economic growth and vitality and a high quality of life in Redmond.
- **Focus Areas.** Broad thematic groupings that serve to organize the detailed strategies and actions at the heart of this plan. Identified in collaboration with the City of Redmond and validated through research, analysis, and stakeholder engagement. Each focus area has a goal which establishes desired outcomes for that area.
- **Economic Development Strategies.** Individual, coherent approaches to achieving the plan’s focus areas. These have a short to medium term implementation timeline and are primarily led by the City’s Economic Development Division in collaboration with other city departments and external partners. Each strategy includes a set of **actions** - tactical or place-based to provide specific interventions, recommendations, or guidance.



REDMOND'S VISION FOR ECONOMIC DEVELOPMENT

For the City of Redmond, economic development uses policies, strategies, and actions to grow and sustain Redmond's economy, build personal wealth, support businesses, generate investment, and strengthen the local tax base needed to fund services and community infrastructure.

Vision Statement

The vision statement below incorporates diverse voices, aspirations, and possibilities identified during the planning process.

Redmond is a diverse, resilient, and growing economy, based on a foundation of innovation, inclusion, collaboration, and sustainability. The City has a welcoming and positive business climate with a highly educated, skilled, and international workforce. Redmond is a desirable destination with an exceptional quality of life, and vibrant amenities including recreation, culture, retail, and dining.

This vision supports the three economic vitality goals in the Redmond 2050 Economic Vitality Element. These are:

1. *A sustainable and resilient economy*
2. *A high quality of life*
3. *A diverse workforce and business community*

Economic Development Outcomes

The vision statement describes several potential economic outcomes for the City of Redmond in the future:

- **Diverse, resilient, and growing economy.** Redmond has many of the needed assets to support a growing, more diverse economy: a strong and growing technology sector, institutional support, a diverse and highly educated population, and high quality of life. The City's existing industry strengths in technology, space, and manufacturing could lead to further growth in the emerging clusters of life sciences and clean tech. There are also opportunities for growth of the creative economy sector and retail that can strengthen and differentiate Redmond's sense of place and experiential offerings. All these opportunities can make Redmond's economy more resilient, growing the number and value of commercial and industrial properties to help diversify the tax base. Diversification can also make high-paying career opportunities available at different levels of education and experience.
- **An attractive place to do business.** Businesses are attracted to Redmond's well-educated, skilled, and culturally diverse workforce. Small businesses thrive with the support of market opportunities presented by major employers, the purchasing power of an affluent workforce, and the growing culture of innovation. Building on existing

strengths, this plan's recommended strategies and actions support a positive business climate, the provision of suitable and affordable commercial space, and a culture of entrepreneurship and innovation.

- **Desirable destination to live, work, and visit.** Redmond aims to be recognized for its exceptional amenities and quality of life and celebrated as a top visitor destination on the Eastside. The strategies and actions proposed in this plan will continue to enhance the character and culture of the community.



FOUNDATIONAL STRATEGIES

Wherever possible, the Economic Development Division and program should seek to support efforts to strengthen the City's fundamental livability, and, thereby, Redmond's economic foundations. Foundational Strategies are a broad array of critical citywide issues and aims that underpin Redmond's long-term success in achieving sustainable, equitable economic development. Essential to economic growth and vitality and a high quality of life in Redmond.

- **Strategy F1. Regional Collaboration and Partnerships:** Leverage partners across the region for organizational strengths and economies of scale in achieving aligned outcomes. Work in close collaboration with industry groups and organizations on legislative priorities pertaining to economic development programs.
- **Strategy F2. Communication and Storytelling:** Leverage citywide business engagement for relationship-building and storytelling. Amplify a compelling narrative illuminating the impact and benefit of Redmond economic development via strategic communications.
- **Strategy F3. Equitable Economic Mobility:** Support and engage in city efforts that foster equitable economic security and wealth generation.
- **Strategy F4. Land Use:** Track and support the preservation and growth of needed business spaces in Redmond with particular attention to retail, manufacturing, and R&D spaces linked to key clusters in Redmond.
- **Strategy F5. Transportation:** Encourage multimodal transportation infrastructure improvements that support employee travel, foster business development and expansion, and support business districts.
- **Strategy F6. Housing:** Monitor and support policies that contribute to housing affordability and supply for workers at all skill and income levels to increase the workforce both living and working in Redmond.
- **Strategy F7. Livability:** Support investment in quality-of-life amenities to attract and retain businesses and a diverse workforce.
- **Strategy F8. Sustainability:** Embed the City's sustainability goals within Economic Development business outreach and programming.

FOCUS AREAS AND STRATEGIES

This section includes strategies and actions under each focus area. These are primarily led by the City's Economic Development Division in collaboration with other city departments and external partners. Each strategy includes a set of **actions** - tactical or place-based to provide specific interventions, recommendations, or guidance.

Actions denoted with a (*) are longer-term actions that may not be feasibly achieved in the five-year period without investment in staffing or programmatic budget.

The **six focus areas and associated goals** are as follows:

Focus Area 1: Business Retention and Expansion

Continue to build relationships and engage with existing and emerging businesses in Redmond to accurately assess their needs, as well as address displacement risk and other challenges to support expansion of business operations in Redmond.

Focus Area 2: Equitable Small Business and Entrepreneurship Support

Provide small businesses in Redmond with the right tools to start, stay, grow, adapt, and flourish by working in partnership with technical assistance partners and trusted messengers to preserve and increase the number of local establishments.

Focus Area 3: Cluster Diversification and Expansion

Expand established and growing clusters to strengthen competitive advantages and attract businesses that diversify Redmond's economy and enhance economic resilience and increase tax revenue.

Focus Area 4: Business Attraction and Recruitment

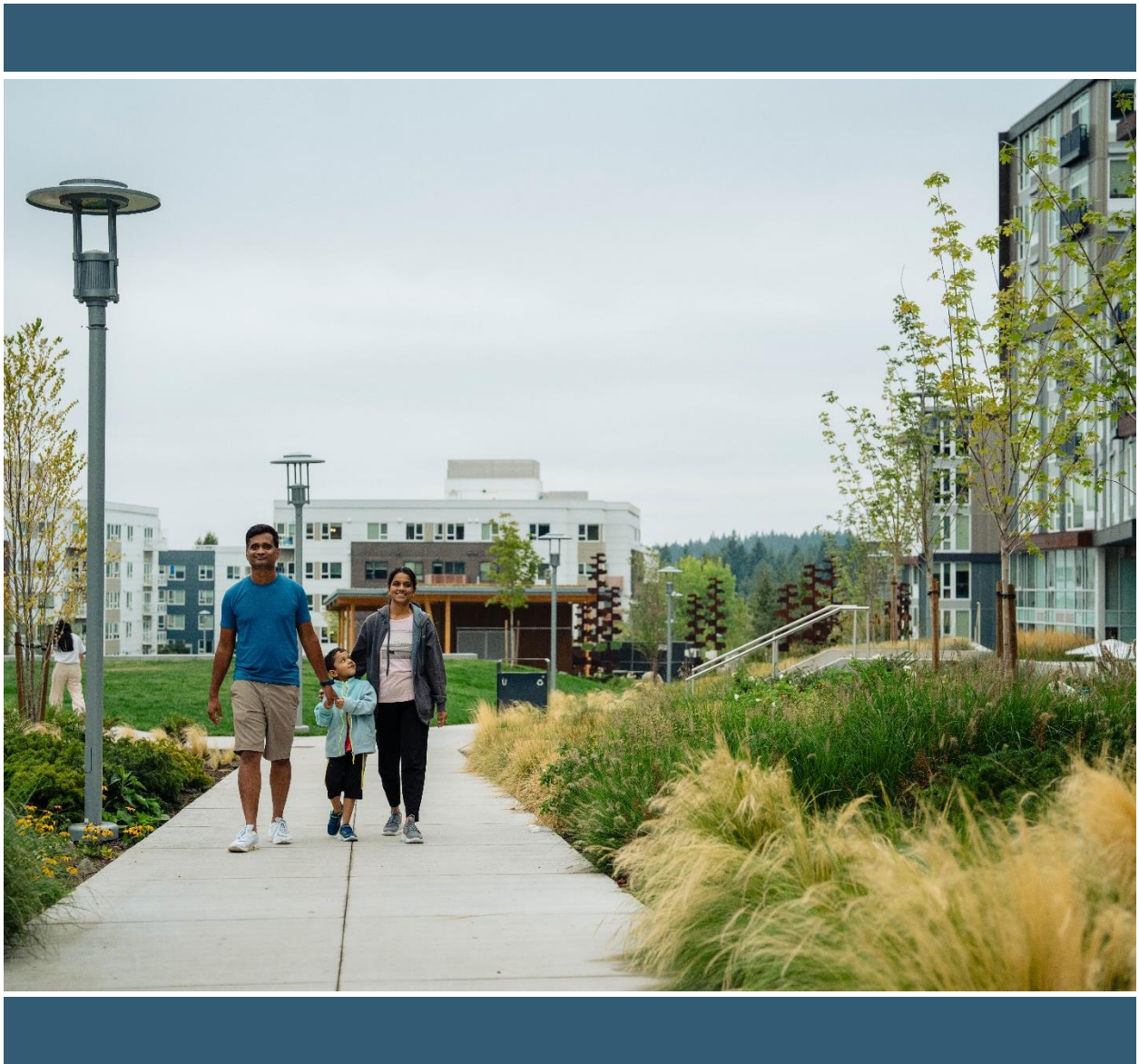
Promote the attractiveness of doing business in Redmond and improve the business climate and opportunity for continued investment.

Focus Area 5: Workforce Development

Work with partners to attract, retain, and develop a broad base of creative and diverse talent in Redmond and increase access for Redmond residents to greater economic mobility.

Focus Area 6: District Development and Placemaking

Create and evolve district identities and branding to leverage district marketing power in support of inclusive and equitable growth and economic impact.



Focus Area 1: Business Retention and Expansion (BRE)

Goal 1: Continue to build relationships and engage with existing and emerging businesses in Redmond to accurately assess their needs, address displacement risk and other challenges, to support expansion of business operations in Redmond.

Strategy 1A. Cultivate relationships with Redmond’s business community through robust, ongoing communication and invitations for Redmond’s businesses to be engaged in city efforts.

- **Action 1A.1.** Invest in staff time to develop a robust and sustainable business contacts database and utilize it to track, schedule, and monitor engagement and trends with Redmond businesses and entrepreneurs.
- **Action 1A.2.** Partner and communicate with other city departments engaged in business relations such as commute trip reduction (CTR), Parks and Recreation, waste reduction, pollution prevention, Public Works projects, and others.
- **Action 1A.3.** Create and send an annual welcome letter to Redmond businesses through the business license system.
- ***Action 1A.4.** Encourage business licensing audit to ensure business license compliance for accurate data reporting and revenue generation.
- ***Action 1A.5.** Facilitate networking opportunities between the City and local businesses, such as the development of an ongoing Business Roundtable program and/or a Business Recognition program.
- ***Action 1A.6.** Foster and explore partnerships with Redmond's business community to implement shared goals and advance priorities for citywide economic development.

Strategy 1B. Collaborate with Long Range Planning and Development Services to incentivize the creation of needed flexible spaces for retail, manufacturing, creative uses, and recreation uses.

- **Action 1B.1.** Consider development standards and other incentives to produce functional commercial and flexible spaces for industries that report a shortage of space opportunities or are facing displacement risk.
- **Action 1B.2.** Explore creative ways to utilize or dedicate existing spaces in Redmond to fill the spatial gaps reported by Redmond's industries and businesses.
- **Action 1B.3.** Serve as a liaison to advocate for local business needs to the City of Redmond internal departments and regional partners.
- ***Action 1B.4.** Coordinate with building owners, developers, architects, and those involved in code and design review to advocate and to share best practices for improving the creation of affordable commercial spaces.
- ***Action 1B.5.** Conduct an inventory of vacant or underutilized property and provide recommendations to mitigate barriers to utilization.



Strategy 1C. Work to proactively understand and predict the threats and opportunities for existing businesses in Redmond, including displacement.

- **Action 1C.1.** Strive to minimize the impacts of involuntary relocation or disruption of existing businesses.
- **Action 1C.2.** Work with Development Services to monitor the demolition and development pipeline.
- **Action 1C.3.** Monitor and encourage street level businesses openings, mitigating for closures due to redevelopment, by promoting adequate retail space provision in new development.
- **Action 1C.4.** Work proactively with Development Services, property owners, and developers to connect businesses being displaced with new developments or existing properties in Redmond.
- **Action 1C.5.** Continue to explore flexibility and creative solutions, such as limited lease agreements and other site-specific solutions, in use of existing spaces to mitigate displacement.
- **Action 1C.6.** Coordinate with business assistance providers to create and promote business consulting services related to business operations, lease negotiation, and space planning assistance, including options for cooperative ownership and succession strategies.

Strategy 1D. Work with public and private partners to foster affordable small business space solutions.

- **Action 1D.1.** Encourage commercial affordability and commercial condominium incentives for developments.
- ***Action 1D.2.** Partner or foster the creation of an entity focused on commercial affordability, such as a Public Development Authority (PDA), non-profit, or private entity to provide real estate support for small businesses and small-scale building owners.
- ***Action 1D.3.** Encourage and incentivize developments to finance flexibility in retail tenancy.
- ***Action 1D.4.** Work with private sector on tenant improvement funds and revolving loan funds (RLFs) within the limitations of Washington state's lending of credit/gift of public funds doctrine.

Spotlight: City of Tacoma's Small Business Revolving Loan Fund. The City of Tacoma's Revolving Loan Fund (RLF) program started in 1979, to assist small and moderately sized businesses located or locating to Tacoma. The RLF can provide gap financing over \$25,000 and up to \$500,000 where private financing is unavailable. The funds provided are available to fill a financing gap that exists between a project's total cost and the sum of owner equity and a loan from a senior lender. The Small Business RLF funds typically do not exceed 33% of a project's total cost. To be eligible, a small business must be operating within the City of Tacoma limits with all licenses and permits required and can show that most of its operations take place in Tacoma. A RLF applicant must show that it lacks collateral or attempted to access funds from a bank and the request was partially funded or rejected.

- ***Action 1D.5.** Work with the private sector on researching the feasibility of Land Trusts or Land Banks for commercial development in Redmond.
- ***Action 1D.6.** Explore options to support long-term affordability through agreements that run with the land (as in restrictive covenants) in the event of new development.

Focus Area 2: Equitable Small Business and Entrepreneurship Support

Goal 2: Provide small businesses in Redmond with the right tools to start, stay, grow, adapt, and flourish by working in partnership with technical assistance partners and trusted messengers to preserve and increase the number of local establishments.

Strategy 2A. Monitor the existing and emerging needs of small businesses in Redmond.

- **Action 2A.1.** Expand small business engagement to further develop and communicate policies and programs aimed at assisting small- and mid-sized businesses in Redmond.
- ***Action 2A.2.** Invest in and work with Community-Based Organizations (CBOs) to address gaps in trust among diverse businesses – especially disadvantaged, women- and minority-owned businesses – and ensure needs are tracked to inform program development.
- ***Action 2A.3.** Tailor economic development policies and programs to meet the needs of Redmond’s small businesses including translated materials.
- ***Action 2A.4.** Conduct a routine business survey to receive statistically significant data to inform economic development and business assistance programs.



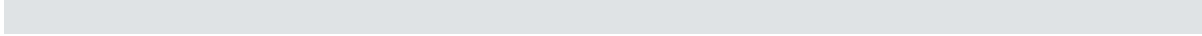
Strategy 2B. Collaborate with partners to develop programs that provide culturally trusted small business support across industries in Redmond.

- **Action 2B.1.** Invest in and support partner, community-based organizations (CBOs), and other organizations to enhance outreach, education, and training opportunities to existing micro and small businesses.
- **Action 2B.2.** Develop industry specific support programs, for priority industries, such as childcare, retail, and hospitality.
- **Action 2B.3.** Engage and partner with regional and state entities and programs to address capital access challenges for small minority owned businesses.
- **Action 2B.4.** Develop a multilingual small business toolkit, including handbooks on starting a business and associated tax, legal, and permit requirements in Redmond and King County.
- **Action 2B.5.** Encourage partner programs to provide small business owners with guidance on leasing or purchasing commercial property and lease negotiations.
- **Action 2B.6.** Consider additional partnerships to establish incentives and funding for condominium-style ownership of small businesses within separately owned and managed places, such as multifamily development.
- **Action 2B.7.** Promote business success stories using a variety of communication tools to provide example and inspiration for local businesses.

Strategy 2C. Foster entrepreneurship across industries and work with partners to ensure support for a diverse community of entrepreneurs.

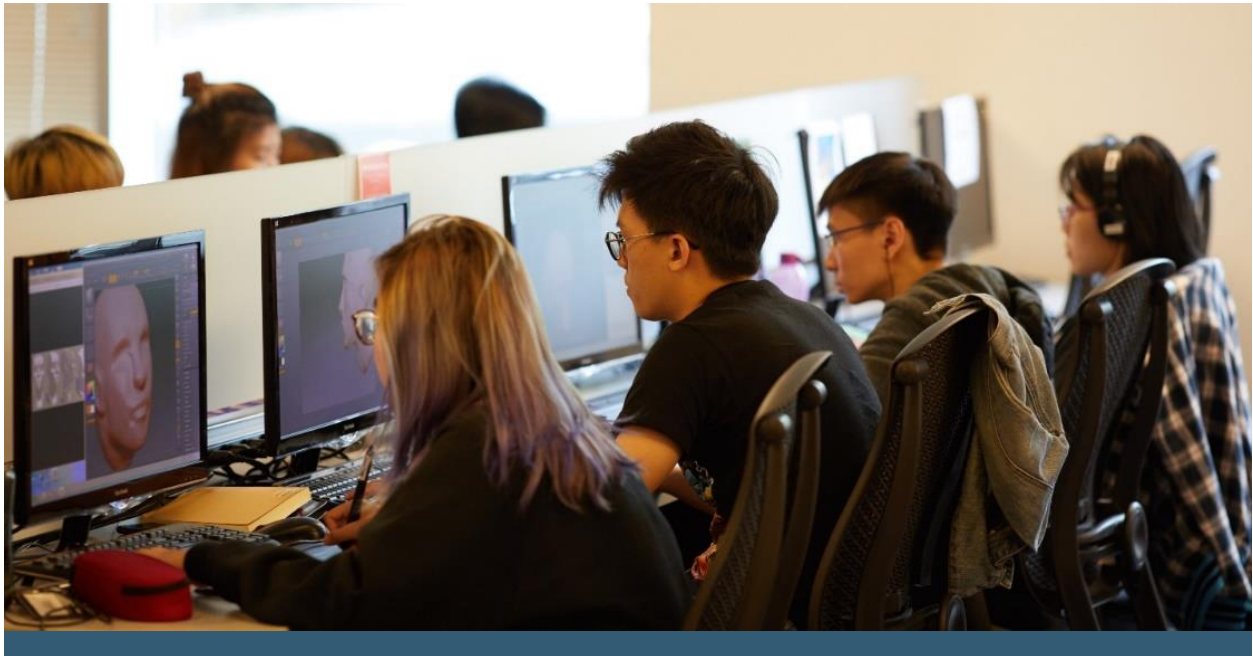
- **Action 2C.1.** Invest in entrepreneurship programing to foster new business starts in Redmond.
- **Action 2C.2.** Engage with self-employed business owners in Redmond to learn about the challenges and barriers impacting these businesses.
- ***Action 2C.3.** Explore opportunities and encourage partners to provide free or affordable space for temporary or long-term local micro-business incubation including pop-ups and markets.
- ***Action 2C.4.** Work with partners to create a one-stop resource for entrepreneurs to learn about business assistance resources and programs including advising on access to financial support.

Spotlight: Eastside Small Business Support Hub: In 2023, Bellwether Housing was selected to develop a transit-oriented, mixed-use, affordable housing project adjacent to the new Overlake Village light rail station, near the Microsoft campus in Redmond. Included in their proposal is nearly 10,000 square feet of ground floor space dedicated to a coalition of partners serving businesses in East King County, including One Redmond-One Eastside SPARK, Indian American Community Services (IACS), Eastside for All, and other regional community-based organizations. This space will provide the opportunity for a multicultural business center and business assistance hub to support the Eastside area’s diverse population. In 2023, the City of Redmond won a \$15,000 grant, along with five months’ coaching, from the National League of Cities to support the project. The Advancing Economic Mobility Rapid Grant funds, to be matched by the City, supported the hiring of a consultant to work with the coalition to maximize the opportunities related to the development of a multicultural Eastside small business hub and shared commercial kitchen facility within the project. Phase I of this support includes an [analysis of needs and opportunities](#) completed in February 2024.



Strategy 2D. Increase outreach to and understanding of Redmond home-based businesses to help them grow and connect to market opportunities.

- **Action 2D.1.** Conduct a home-based business questionnaire to better connect and understand the needs and barriers facing Redmond's home-based businesses.
- **Action 2D.2.** In conjunction with Redmond 2050 policy, consider additional uses and activities for home-based businesses and create programs to support growth.
- ***Action 2D.3.** Invest in programing that supports home-based business commerce needs and barriers, as well as promotes opportunities, such as market participation and e-commerce assistance.



Strategy 2E. Encourage development of co-working, maker spaces, commercial kitchens, and other small business and entrepreneurial space needs in Redmond.

- ***Action 2E.1.** Support the creation of a multicultural Eastside small business hub and shared commercial kitchen facility.
- ***Action 2E.2.** Foster existing maker spaces in Redmond to support expanded operations and additional incubator concepts.
- ***Action 2E.3.** Leverage Redmond's supply of Class B & C office space to engage regional and national co-working firms for recruitment and development of co-working spaces.
- ***Action 2E.4.** Explore partnering with private developers to reserve ground floor spaces for small and local businesses or community workspaces.
- ***Action 2E.5.** Explore opportunities for pop-up business retail spaces through city-owned facilities, such as community centers and parks.
- ***Action 2E.6.** Consider the creation of additional concept-based hubs and micro-districts.

Spotlight: Redmond STEM Center and the Centro Cultural Mexicano Makerspace. *The Redmond STEM Center, in collaboration with the Centro Cultural Mexicano of Redmond, operates a makerspace open to high school students that is free of charge. The makerspace features resources for 3D printing, laser cutting, robotics, t-shirt printing, embroidery, CAD, woodworking, web development, and more. The makerspace also includes classes in how to operate the machinery and related design. The makerspace hosts fabrication competitions and other events in conjunction with the STEM Center, such as a recent event where participants are given the materials and assembling instructions for mechanically powered airplanes (High Flying with Redmond STEM Center). The STEM Center itself functions as a hub for students to work, learn, and interact with industry mentors and professionals and hosts respected STEM organizations such as teams from FIRST Robotics, Vex Robotics, Rocketry Clubs, and various other interdisciplinary programs.*

Strategy 2F. Encourage an equity in contracting program to expand contracting, procurement, and consulting opportunities for small and minority-owned businesses.

- **Action 2F.1.** Commit to socially responsible procurement that promotes equity through city contracts by tracking percentage of consulting and purchasing dollars spent on Women and Minority Owned Businesses (WMBE).
- **Action 2F.2.** Consider a city-led “Equity in Contracting Program,” to offer access to contracting and procurement opportunities, as well as guidance and technical assistance, to historically underutilized businesses interested in providing supplies, services, and public works support to the City of Redmond.



Focus Area 3: Cluster Diversification and Expansion

Goal 3: Expand established and growing clusters to strengthen competitive advantages and attract businesses that diversify Redmond's economy, enhance economic resilience, and increase tax revenue.

Strategy 3A. Invest in tools to collect and maintain data for tracking economic impact, monitoring business cluster trends, and identifying opportunities to expand industries.

- **Action 3A.1.** Optimize the tracking of business licensing data collected and maintained.
- **Action 3A.2.** Gather, analyze, and track key Redmond business trends, including new business starts, expansions, relocations, improvements, investments, and displacement.
- **Action 3A.3.** Invest in tools and studies to measure economic and fiscal impacts, including tax revenues, of Redmond's industry clusters and disseminate findings to improve awareness in the community.
- **Action 3A.4.** Maintain close collaboration with state (Department of Commerce) and regional (Puget Sound Regional Council, Greater Seattle Partners) agencies to analyze and understand regional trends, opportunities, and threats for clusters and emerging businesses.
- **Action 3A.5.** Work to understand, identify, and grow activities and businesses (such as certain categories of retail, including auto sales) with potential to boost municipal revenue streams and enable other economic development activities.

Strategy 3B. Continue to support Redmond's highest-employing and highest-growth cluster of Information Communication and Technology (ICT) and Interactive Media companies while pursuing growth in other technology related sectors.

- **Action 3B.1.** Regularly engage with major employers on needs and opportunities for partnership.
- **Action 3B.2.** Explore development of a gaming brand strategy for Redmond Interactive Media companies and facilitate gaming industry events, conferences, and district branding.
- **Action 3B.3.** Engage with technology employers to support emerging subsectors, such as artificial intelligence and satellite broadband, that are supportive of other key industries, such as Space and Life Sciences in Redmond.
- ***Action 3B.4.** Facilitate stronger feedback loops from Technology and Interactive Media companies to educational and training institutions in STEM and other critical skills required by unfilled positions in these industries.

Strategy 3C. Boost Redmond's Commercial Space and Aerospace cluster by leveraging regional and local competitive advantages, concentration, and multi-jurisdictional supports.

- **Action 3C.1.** Maintain close coordination with local and regional entities to boost Redmond's Commercial Space and Aerospace cluster, including leveraging regional and local competitive advantages, concentration, and multi-jurisdictional supports.
- **Action 3C.2.** Build on the momentum of the Redmond Space District efforts by investing in the development and implementation of a Space cluster promotional campaign.

- **Action 3C.3.** Work with partners to highlight Space cluster achievements through other city initiatives and placemaking.

Strategy 3D. Monitor and support expansion in high-growth, emerging clusters of the Life Sciences and Clean Technology industries.

- **Action 3D.1.** Coordinate with state and regional agencies to explore the designation of a Southeast Redmond Industrial Growth Center to support life sciences, clean tech, and other industries in this important district.
- **Action 3D.2.** Spur cleantech industry growth in Redmond by leveraging the City’s commitment to environmental sustainability in branding for business attraction.
- **Action 3D.3.** Consider partnering with Life Sciences Washington to identify opportunities for entrepreneurship and start-up mentoring programs in the Life Sciences industry.
- **Action 3D.4.** Monitor Redmond’s business, tax, and regulatory policies to identify barriers to companies investing in long-term, high-risk R&D programs in the City.
- ***Action 3D.5.** Identify opportunities to partner with the private sector to leverage investment in Life Sciences laboratory infrastructure and research facilities in Redmond.

Strategy 3E. Retain and grow independent retail activities that strengthen and differentiate Redmond’s sense of place and experiential offerings.

- **Action 3E.1.** Strive to create active use retail definitions and requirements to support street level retail conducive to placemaking and tax generation.
- **Action 3E.2.** Monitor and support retail that is reflective of Redmond’s community demographics and ensure Redmond residents have access to necessary goods, services, and activities.
- **Action 3E.3.** Conduct a retail demand and leakage study to inform targeted strategies for recruiting and retaining desired businesses and optimizing tax revenue.
- **Action 3E.4.** Consider development standards or flexible zoning to permit electric vehicle (EV) sales activities in select commercial or mixed-use zones.



- **Action 3E.5.** Support businesses that provide the services and amenities that attract resident, employee, and visitor spending.
- **Action 3E.6.** Increase the number of spaces dedicated for active retail use and create retail incubation tools, including space sharing and pop-up opportunities.



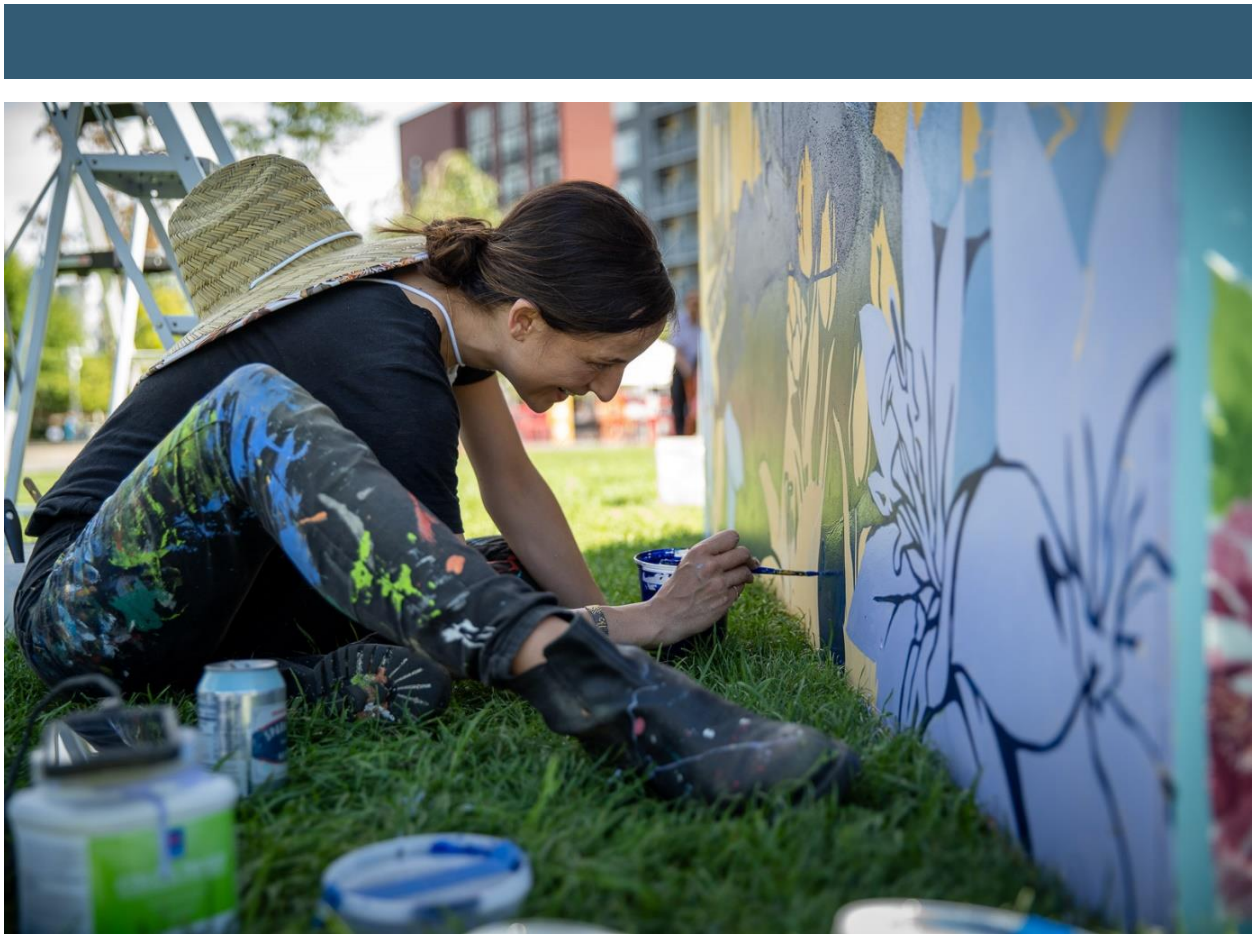


Strategy 3F. Support initiatives to highlight and grow the Creative Economy.

- **Action 3F.1.** Work closely with the Redmond Arts and Culture program and commission to connect and convene Redmond's creative community and support their continued growth.
- **Action 3F.2.** Work with partners to develop a comprehensive marketing strategy to leverage the community's arts, culture, and innovation sectors and promote Redmond locally and nationally with a focus on showcasing the creative community.
- ***Action 3F.3.** Engage the creative community to better understand the support and space needs of arts and culture organizations and individual artists in Redmond.
- ***Action 3F.4.** Cultivate projects and partnerships that foster collaboration and business support between the creative community, arts and cultural organizations, and local technology companies.
- ***Action 3F.5.** Collaborate with community partners to plan for and support the creation of a dedicated sizable indoor cultural and arts venue in Redmond.

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.



Focus Area 4: Business Attraction and Recruitment

Goal 4: Promote the attractiveness of doing business in Redmond and improve the business climate and opportunity for continued investment.

Strategy 4A. Work with regional, state, and city partners to proactively promote Redmond as an attractive place to do business.

- **Action 4A.1.** Invest in long-term marketing efforts to identify, brand, and promote Redmond's leading and target clusters to foster continued growth.
- **Action 4A.2.** Invest in partnerships that promote business attraction in Redmond, such as Washington State Commerce Department, Puget Sound Regional Council, Greater Seattle Partners, and the Innovation Triangle.
- **Action 4A.3.** Continue developing and hosting a web-based inventory of shovel-ready development sites for new business locations or expansion in Redmond's business districts.
- **Action 4A.4.** Invest in and conduct a Southeast Redmond market study to identify and target business attraction efforts.

Strategy 4B. Support internal efforts to reduce the cost and time of doing business for Redmond's business and development communities.

- **Action 4B.1.** Continue to work with Development Services, as well as other city departments to provide a consistent and predictable regulatory environment and customer-focused approach to permitting, licensing, certification, and development processes.
- **Action 4B.2.** Consider public-private partnerships to advance, support, and construct future public infrastructure.

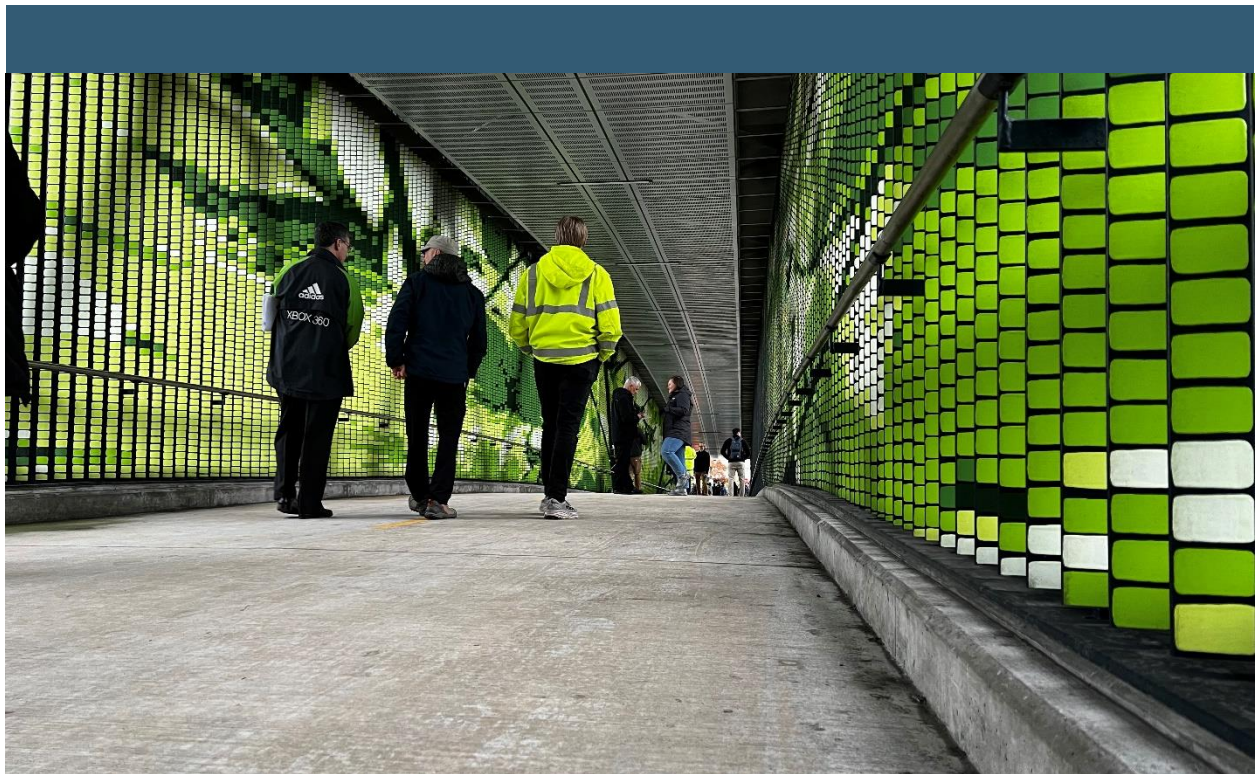
Strategy 4C. Target recruitment of businesses that strengthen the City's commercial, cultural, and district identities.

- **Action 4C.1.** Support and partner with regional business attraction entities and real estate brokers to create and distribute Redmond-specific marketing information.
- **Action 4C.2.** Focus efforts to attract corporate responsible companies that prioritize city values of inclusion and sustainability.
- **Action 4C.3.** Identify and develop profiles of companies and activities that are mutually supportive of Redmond's district identities in Overlake, Marymoor Park, Downtown, and Southeast Redmond.
- **Action 4C.4.** Leverage the unique assets present in Redmond's commercial districts for targeted recruitment.
- **Action 4C.5.** Regularly monitor properties for sale or rent and engage in direct recruitment of small businesses, aligning business models and needs with specific neighborhood identities and active retail gaps.

- ***Action 4C.6.** Monitor gaps in needed goods and services to tailor business recruitment efforts.

Strategy 4D. Support infrastructure investments, zoning, and development that is conducive for business attraction targets.

- ***Action 4D.1.** Monitor the City of Redmond Capital Investment Program (CIP) and advocate to add the extent to which projects support the City’s economic development focus areas as a criterion.
- ***Action 4D.2.** Participate in land use conversations to ensure that future land use and zoning designations support target cluster land, space, infrastructure, and co-location needs.
- ***Action 4D.3.** Work with Puget Sound Energy (PSE) and other utility and infrastructure providers to ensure business support and necessary expansion capacity.



Focus Area 5: Workforce Development

Goal 5: Work with partners to attract, retain, and develop a broad base of creative and diverse talent in Redmond and increase access for Redmond residents to greater economic mobility.

Strategy 5A. Collaborate with regional partners and service providers to improve awareness and access to education, training, and jobs for Redmond residents, including youth, tribe members, immigrants, and those returning to the workforce.

- **Action 5A.1.** Dedicate staff time to participate in workforce development and network with workforce partners.
- **Action 5A.2.** Collaborate with Human Services, CBOs, and regional cities to find new ways to increase access to workforce development resources.
- **Action 5A.3.** Track employment and wage trends in Redmond to facilitate enhancements for educational, training, and other employment capacity improvements.
- ***Action 5A.4.** Identify, inventory, and engage associations attached to target sectors, such as Life Science Washington and Technology Alliance, to maintain a cutting edge understanding of available workforce resources.
- ***Action 5A.5.** Create partnerships with programs that provide immigrant job navigation and degree transfer assistance.
- ***Action 5A.6.** Identify ways to support trailing or struggling family members and connect them to the workforce.
- ***Action 5A.7.** Create opportunities to outreach to new employees in Redmond and invite them to engage in city efforts.

Strategy 5B. Facilitate connections between employers and education and workforce development institutions to increase employer access to qualified workforce.

- **Action 5B.1.** Connect businesses with workforce development resources that may address skill gaps and serve employers' current and future needs.
- ***Action 5B.2.** Collaborate with employers to understand their current and future workforce needs, identify skill gaps, and identify approaches to addressing them.
- ***Action 5B.3.** Support employer-based approaches to addressing skill gaps and upskill underserved residents.
- ***Action 5B.4.** Partner with educational institutions on the broader Eastside and throughout the County to connect with employers and to inform curriculum with in-demand skills training.

- ***Action 5B.5.** Consider a city pilot, along with thought leadership, in employment support programs that serve those with disabilities, language barriers, and skill gaps.

Strategy 5C. Identify and support opportunities to increase affordable dependent care and other supportive services to facilitate workforce attraction and retention.

- **Action 5C.1.** Monitor and work with partners to increase access to affordable dependent care for Redmond's workers.
- ***Action 5C.2.** Encourage employer facilitation for cooperative employee services, such as childcare, upskilling, commute trip reduction, and language training.
- ***Action 5C.3.** Work with local employers to identify supportive services most in need by Redmond's diverse workforce and to tailor city assistance.

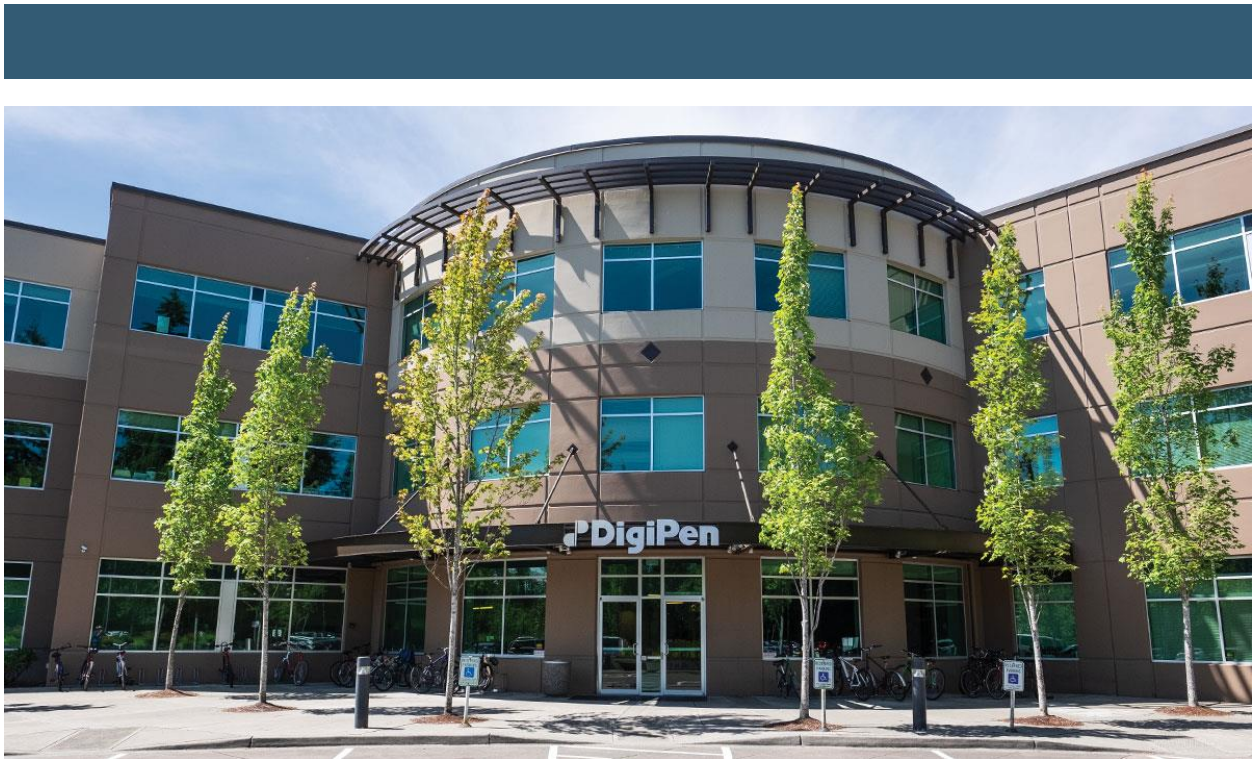


Strategy 5D. Build connections with public and private educational institutions within the region and monitor opportunities to attract programs or campuses to Redmond.

- ***Action 5D.1.** Monitor opportunities to bring or develop a local campus of an institution of higher learning, especially one that aligns with Redmond’s target cluster economic base.

Strategy 5E. Collaborate with regional and subregional workforce development partners to track workforce development trends.

- **Action 5E.1.** Create and maintain an online directory of organizations and services in Redmond providing workforce development, internship and apprenticeship opportunities, and employment assistance.
- **Action 5E.2.** Promote and increase awareness of the available employment services and programs in the workforce development ecosystem directly to Redmond residents.
- ***Action 5E.3.** Engage with workforce development partners to identify potential opportunities for the City to support innovative workforce development assets.



Focus Area 6: District Development and Placemaking

Goal 6: Create and evolve district identities and branding to leverage district marketing power in support of inclusive and equitable growth and economic impact.

Strategy 6A. Foster the creation of district organizations that can convene, brand, program and promote Redmond's unique business districts.

- **Action 6A.1.** Research models for successful business districts, including business improvement districts and provide recommendations on how to facilitate their successful creation and operation.
- ***Action 6A.2.** Consider facilitation of business improvement districts to increase effectiveness and funding for district branding and improvements.
- ***Action 6A.3.** Evaluate and facilitate creation of a Washington Creative District and Main Street designation.
- ***Action 6A.4.** Foster public private partnerships that build capacity of business districts to attract consumers, increase tax revenue, and generate jobs while enhancing placemaking.



Strategy 6B. Develop and disseminate a unique, strongly branded identity for Redmond's business districts and pair with programming to grow visitation and business attraction.

- **Action 6B.1.** Foster development and branding of unique destinations that celebrate heritage, culture, and diversity, and help to retain current residents and draw new residents, visitors, and investment.
- **Action 6B.2.** Actively market the unique assets and brands of Redmond's business districts starting with Downtown, Marymoor, and Overlake, but also consider Southeast Redmond and the Willows corridor.
- **Action 6B.3.** Support the development of district design guidelines, including signage, wayfinding, banners, lighting, and other urban design elements to reinforce visual district identity.
- ***Action 6B.4.** Strengthen economic development communication support by partnering with the City's Communications Division and/or creating additional staff capacity.
- ***Action 6B.5.** Inventory and solicit ideas from local businesses and property owners regarding temporary utilization for activities such as food or retail pop-ups, art / media projections, and advertising.

Strategy 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.

- **Action 6C.1.** Monitor retail spending and revenue leakage levels near the new light rail stations.
- **Action 6C.2.** Create more active retail spaces that encourage an 18-hour Downtown and vibrant nightlife.
- **Action 6C.3.** Work with the Planning and Community Development Department and zoning code to further define and promote active retail uses, including cafes, restaurants, bars, and other uses that energize the street level public space.
- **Action 6C.4.** Explore and support Downtown Redmond shuttle options, shared parking configurations, and wayfinding initiatives.
- **Action 6C.5** Leverage large regional events, such as the World Cup to attract visitors to Redmond for economic impact.
- **Action 6C.6.** Explore the feasibility of Tax Increment Finance (TIF) districts, and/or other public-private partnership tools and funding streams, as options for funding neighborhood and district improvements and leveraging private development activity.

Strategy 6D. Preserve and promote the arts, entertainment, events, cultural assets, and sciences in Redmond to attract new firms, industries, residents, and visitors.

- **Action 6D.1.** Celebrate Redmond’s diverse community through programming, enhancement of the built environment, new public art, and expanded retail offerings.
- **Action 6D.2.** Evaluate the historic and Main Street potential of Redmond for district development and promotion.
- **Action 6D.3.** Evaluate the state of Washington's creative district program and its potential for applicability in Redmond.
- **Action 6D.4.** Support events and other forms of activation that encourage the branding and placemaking envisioned for Redmond.
- **Action 6D.5.** Support the growing Overlake Intercultural District.
- **Action 6D.6.** Respectably acknowledge, celebrate, and support Native peoples, their history and cultural traditions, Tribal enterprises, and ancestral land rights.
- ***Action 6D.7.** Explore public-private partnership options and explore the feasibility of the development of an indoor events space in Redmond.



Strategy 6E. Evaluate opportunities to create and enhance functional industry cluster sub-districts or identities such as an Ecodistrict or Makers District.

- ***Action 6E.1.** Explore opportunities to facilitate and brand a Redmond ecodistrict in support of Redmond’s sustainability goals.
- ***Action 6E.2.** Understand and optimize support for Southeast Redmond industrial use patterns and needs for activities with high potential value including life sciences, clean tech, and space cluster related fabrication, assembly, testing, R&D, and/or distribution.
- ***Action 6E.3.** Study and consider the development of a Redmond Makers District, a business incubation zone that encourages and boosts collaboration and entrepreneurship, and offers large companies the opportunity to experiment with new products and processes.

Spotlight: Ecodistricts. The concept of an ecodistrict encompasses ideas around an urban area organized to manage energy consumption, reduce emissions and pollution, and manage water in a cooperative, maximally sustainable way, and can also include prioritizing public transport and other green mobility, such as bicycling and walking. The Bullitt Center in Seattle is located within the [Capitol Hill EcoDistrict](#), which defines itself as “sustainability applied at the neighborhood scale.” Ecodistricts provide a framework for realizing advanced sustainability through behavior change, building design, and infrastructure investments. In cities around the world, ecodistricts are being developed to improve environmental and social performance at a scale that extends beyond the building site alone. In addition to the Capitol Hill EcoDistrict, Seattle is home to the Seattle 2030 District. Other Ecodistricts can also be found in Austin, TX, Portland, OR, San Francisco, CA, Washington, D.C., London, and Stockholm, among a growing number of other examples.

IMPLEMENTATION OF THE ECONOMIC DEVELOPMENT STRATEGIC PLAN

As the first comprehensive Economic Development Strategic Plan undertaken by the City of Redmond, this document paints the broad strokes of a strategic framework for action focused on attaining the City's vision for economic development. With subsequent iterations, this Plan will be further refined with more specificity around individual actions to achieve the focus areas outlined herein. The focus areas are appropriate for current conditions in 2024, and the strategies in the preceding section were identified as the most suitable and effective approaches to attain them at this time. Going forward, city staff and partners will monitor implementation of this plan closely for efficacy and efficiency and fine-tune their economic development tactics and tools in future updates.

Several considerations have been identified regarding successful, holistic, and timely implementation of the strategies and actions herein.

- **Staff Capacity.** The Redmond Economic Development Division is currently limited to only one full-time manager and one part-time staff that also leads the City's Tourism Program. Several actions highlighted herein may be feasibly accomplished within five years in collaboration with other city staff and external partners. However, given limited staff capacity, other actions are aspirational in nature.
- **Budget Opportunities.** Implementation will also be heavily dependent on funding for specific interventions, including city general fund and tourism program budget, state and federal grants, partner in-kind support, and private sector contributions.
- **Partner Program Development.** The City will be reliant on its close collaboration and coordination with partners to implement the strategies in this plan. It will be critically important for the City and close partners, such as OneRedmond, to evolve clearly-defined respective roles in order to maximize the potential of collaboration for aligned optimization and efficiency in implementation, co-implementation, and progress.
- **Agility.** One key challenge for city departments may relate to the speed and ease with which the public sector has historically been able to react to changes in the economy and its ability to adapt and respond quickly. Policy makers and leaders, as well as day-to-day staff, must recognize and strive to take advantage of new opportunities to enact the spirit of these strategies as they come. When economic fundamentals, community dynamics, or assets change, the City must reassess and pivot as needed to optimize outcomes.



Measuring Success

As the City of Redmond makes progress on the implementation of the Economic Development Strategic Plan, it is important to regularly assess success towards meeting the vision and focus areas. Traditionally, economic development plans often attempt to measure the results of policies and programs aimed at supporting economic growth in terms of direct, quantitative metrics like new jobs, new companies, new investment, revenue growth, sales tax growth, and other such factors. However, jobs and private investment do not tell the whole story about the impact of the strategic plan. Therefore, the City should consider a combination of traditional and non-traditional performance measures, such as the ones listed below.

Reporting

Throughout implementation of this Plan the Economic Development division will routinely report to Council on program development, implementation of actions, and key performance metrics of strategic implementation as well as receive insights and feedback on direction for continued implementation.

Traditional Performance Measures

- Target industry employment growth, new full-time equivalent (FTE) jobs
- New business starts (licenses) and tax revenues
- Reduced numbers of displaced businesses / business closures
- Roundtable / event attendance
- Number of visits to website or number of times local businesses have been contacted
- Real estate sales numbers for the area, building permits
- Unemployment rate or population change
- Leads generated in target industry companies and number of customized proposals produced

Non-Traditional Performance Measures

- Number of program participants served by workforce development initiatives
- Qualitative feedback from business community
- Touches or instances of direct engagement with businesses
- Testimonials or endorsements
- Inquiries received



Appendix: Landscape Assessment, Data Analysis and Engagement Report

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EXECUTIVE SUMMARY

This Data Analysis and Landscape Assessment consists of a qualitative and quantitative assessment of the current market and economic conditions in the City of Redmond in 2023. It will ultimately inform the development of strategic themes and goals for short-term economic development planning efforts of the city. The following quantitative key findings are summarized from analysis that can be read in full in this report.

People

- At 75,300 in 2022, **Redmond's population has doubled since 1990** and will grow at a faster pace than the Puget Sound region to reach 118,000 by 2050.
- **Redmond's share of people of color has increased from 10% in 1990 to 51% in 2021**, with the highest increase in Asian population.
- **Redmond is the most educated community amongst all benchmark cities.** In 2021, the proportion of residents aged 25 and older with a bachelor's degree or higher was approximately 73% in Redmond.
- Redmond is home to a **younger population** compared to the surrounding Puget Sound Region. Millennials (25-44) are still the most prevalent age group in Redmond.
- **Redmond's median household income (\$147k in 2021) is high compared to the region** and was second only to Mountain View, CA (\$158k) amongst all benchmark communities.
- The proportion of **households that reported self-employed income is lower in Redmond** compared to benchmark cities and the Puget Sound region.
- **Increasing demand and housing shortages in Redmond have led to rising housing costs** and median sales prices rose by 166% since 2012.

Economy

- **From 2011 to 2021, employment growth in Redmond of 2% per year on average outpaced the Puget Sound Region** average of 1.7% per year and ranked third after Bellevue (1.7%) and Raleigh (1.2%).
- **Roughly 93% of businesses in Redmond have less than 50 employees** and these firms employ just over 18% of all workers in Redmond.
- **Job growth in the past ten years was led by the Information Communication and Technology (ICT) & Interactive Media industry** which accounted for 76% of the 21,000 jobs added between 2012 and 2022. Over the same period, the manufacturing sector lost over 1,000 jobs.
- **ICT & Interactive Media is by far the most concentrated industry in Redmond** - 11 times more concentrated than the US average. Life sciences is the only other industry with a location quotient higher than 1.

- **Microsoft is the leading ICT and Interactive Media presence in Redmond**, with a 502-acre campus employing more than 47,000 workers and an **employment multiplier of 5.9**.
- **Redmond employed computer and mathematical workers at nearly 10 times the national rate in 2022**. The top five occupational categories in Redmond in terms of the number of jobs in 2022 account for 70% of total employment.
- **Redmond ranked sixth on retail sales per capita** among all cities in King and Snohomish County that reported at least \$1 billion in total retail sales or higher in 2022. In 2022, the Furniture, Electronics & Appliances sector reported the largest surplus per capita and was the most concentrated retail sector in Redmond.
- **Redmond has a relatively low share of residents commuting outside the city for work** (68%) among regional peers. Additionally, the average commute for a Redmond resident is on the low end (25 minutes), compared to other Eastside cities.

Place

- **From 2007 to 2023, Redmond's industrial inventory declined by 2% and vacancy rates have been very low since 2020**. Redmond's industrial vacancy rate experienced an all-time low of .1% in Q3 of 2022 but has since risen to 2.9% - still a too-low rate for the health of the market that may be impeding locations or expansions in the city.
- **Redmond's inventory of office space has not increased significantly for many years and vacancy rates at 5% in Q3 of 2023 are extremely low** by regional standards and relative to most benchmark cities.
- **From 2010 to 2022, Redmond's retail square feet per capita declined by 31%**, the most of all benchmark cities, and retail vacancies at 1% are extremely low.

INTRODUCTION

Background and Purpose

The City of Redmond is developing an Economic Development Strategic Plan to guide the city's economic development efforts over the next five years. The Plan will draw on both quantitative and qualitative data to inform goals and strategies and will be in alignment with existing local and regional policies. This report presents foundational data and information to serve the Economic Development Strategic Plan. It also seeks to establish a common understanding of Redmond's historic context, current conditions, and economic outlook to align the city and its economic development partners and stakeholders for strategic decision-making.

Methods

This report relies on secondary research and information. It is further supplemented by new analysis that fills in identified gaps in data and explores topics of interest for the plan in more detail. The analysis also includes comparisons to five benchmark cities with similar economic profiles and the Puget Sound Region to help provide context on how the city is performing. The benchmark cities include Bellevue, WA; Bothell, WA; Mountain View, CA; Hillsboro, OR; and Raleigh, NC.

Findings from this report will be combined with insights from engagement including business surveys, stakeholder interviews, focus groups, and additional outreach for first-hand perspectives on Redmond's needs.

Organization of this Report

The remainder of this report is organized as follows:

- **Historic Context.** Where is Redmond today, and how did it get here? This section describes key events in the City's evolution.
- **Landscape Assessment.** This section synthesizes and summarizes key findings from existing or parallel studies, plans, policies, and programs relevant to economic development in Redmond.
- **Redmond in 2023.** Secondary and original data analysis with key findings including assessments of Redmond's people, economy and place and topics of crucial concern to the future of Redmond's economy.
- **SWOT Analysis.** Strengths, Weaknesses, Opportunities and Threats to distill key economic development-related strategic themes from data analyses.

HISTORY & OVERVIEW

Redmond's Roots

The land at the confluence of the Sammamish River and Bear Creek was occupied by Coast Salish people for thousands of years before the arrival of the first Europeans in the 1870s. The town of Redmond was incorporated in 1912. Logging and fishing were Redmond's first significant industries until deforestation caused local mills to shut down in the 1920s. Agriculture took root on the town's cleared lands and flourished through World War II.

A small town before the war - with a population of 503 in 1940 when the first Lake Washington floating bridge opened - Redmond began growing in earnest in the years afterward as new bridges across Lake Washington brought more people to the Eastside. In the 1950s and 1960s, the city annexed large tracts of surrounding countryside, growing by over 30 times. In 1963, what is now the SR 520 bridge significantly strengthened Redmond's connection to Seattle, and residential growth in Redmond soared. The late 1970s saw the fastest population growth in Redmond's history, and by that time, technology companies had begun locating in Redmond.

Post-War Technology and Manufacturing Hub

Post-war technology industries were drawn early on to Redmond due in part to burgeoning nearby shipbuilding and aerospace industries, including Boeing. The first technology company to locate in Redmond was United Control in 1961, a maker of aircraft electronics (today the Honeywell Corporation).¹ In the late 1960s, ex-engineers from Boeing started Rocket Research Company and later relocated to Redmond; the company would go on to become Aerojet Rocketdyne and produce rockets and thrusters for every planetary and interplanetary space mission over the last 50 years².

Some of the largest and most well-known employers would establish themselves in Redmond in the 1980s. Nintendo of America arrived in 1982, and Microsoft moved its headquarters from Bellevue to a 30-acre lot in Redmond in 1986, shortly before going public. The Microsoft campus has experienced several rebuilds over the past three decades and has approximately 47,000 employees working there³. Other major companies that ultimately located in Redmond over this period include Eddie Bauer (clothing), Genie Industries (lifting equipment), Physio-Control (medical devices) and Sundstrand (an aircraft equipment maker later absorbed by Honeywell).

¹ Redmond Historical Society, An Overview of Redmond's History, 2023.

² Washington State Department of Commerce, 2023, <http://choosewashingtonstate.com/success-stories/aerojet/>.

³ The Seattle Times, How Redmond evolved from sleep WA suburb to fast-growing city, 2023.



Microsoft's original 1980s-era X-shaped buildings. Source(s): news.microsoft.com

The wave of employment and population growth in these years drove a period of strip retail growth that affected downtown Redmond, leading some to call for redevelopment. But Redmond experienced a new commercial boom in the 1990s with Redmond Town Center - a major regional shopping center - opening in 1997.



Redmond Town Center. Source(s): redmondtowncenter.com

In the early 2000s, Microsoft, the city's largest employer - expanded into the former Safeco Redmond campus. And in 2015, the space industry leapt forward in Redmond as SpaceX (located in the unincorporated Redmond Ridge area) announced the opening of a facility to develop the satellites that deliver Starlink satellite internet connectivity from orbit.

Planning for Today and Redmond's Future

Major urban planning initiatives are underway today in and around Redmond in Town Center, Overlake, Marymoor Village, the Bel-Red Corridor. These plans have sought to respond to rapid growth by balancing livability and economic dynamism. Recent Town Center rezoning seeks to allow for 12 stories of transit-oriented mixed-use development; while a Marymoor Village plan update envisions mixed-used TOD development with innovative architecture and design in what was previously a manufacturing district, including a light rail station and the only park and ride facility for the coming light rail network in Redmond.

The city's major employment hub at Overlake borders Bellevue's BelRed Road / Spring District area - a growing mixed-used residential and employment zone along the East Link Light Rail Extension between Bellevue and Redmond (with Overlake service scheduled for 2023). Overlake draws talent from all over the world to tech firms like Microsoft, Nintendo, and Honeywell and is the third-largest jobs center in the Puget Sound, with around 48,000 jobs⁴.



Sound Transit rendering of Redmond Technology Station light rail station in Redmond's Overlake neighborhood. Source(s): soundtransit.org

In 2023, Redmond is one of the region's most dynamic and fastest growing cities. A vibrant network of parks, trails and local attractions continue to stimulate high demand for housing in Redmond. Rapid housing growth especially impacts residential neighborhoods surrounding the older parts of the city. Major employment centers produce global innovation in tech, space, gaming, and other industries. Residents work throughout the region and local businesses continue to grow in established and emerging industries. This rich history, combined with the trends and outlooks presented

⁴ City of Redmond, 2023.

in subsequent sections, provide the context important to inform the City's Economic Development Strategic Plan.

CURRENT ECONOMIC DEVELOPMENT STRUCTURE

Economic development is a fundamentally coordinated effort between the public and private sectors. There is no one right or best organizational structure. The roles and responsibilities of the economic development partners should reflect their capabilities and strengths in each market.

The major players in Redmond include:

City of Redmond

Economic Development is comprised of one full-time Economic Development Manager and a part-time Economic Development and Tourism Program Administrator position. Economic Development is a division within the City of Redmond Planning and Community Development Department. Economic Development's main functions are:

- Acting as a liaison between businesses and other city departments and a resource to assist with city and other programs.
- Reaching out to businesses and property owners to assist with business retention as needed.
- Supporting business attraction and business retention functions and making businesses aware of programs and resources.
- Connecting small businesses to support resources.

OneRedmond

OneRedmond is a 501(c)3 and 501(c)6 organization that is the City of Redmond's Chamber of Commerce, Economic Development Enterprise for the Eastside, and Community Foundation all in one.

As the Chamber of Commerce, OneRedmond:

- Advocates for small businesses at the local, state, and federal level.
- Provides educational programming.
- Offers networking events.
- Offers members discounts and health insurance benefits.

OneRedmond also contracts with the City of Redmond **as the Economic Development Enterprise** to:

- Support existing businesses with expansion needs.
- Assist businesses interested in locating in Redmond.
- Advocate for workforce development and affordable housing solutions.

Lastly, **in the role of Community Foundation**, OneRedmond:

- Hosts unique, engaging events to connect commerce to community.
- Offers fundraising and grant opportunities to businesses.

OneEastside and OneEastside SPARK

OneEastside coordinates economic development across East King County and was founded by OneRedmond to respond to the COVID-19 pandemic. An initiative of OneEastside, OneEastside SPARK coordinates regional partners to maximize resources and focus on small business and nonprofit recovery and resiliency. Originally funded through a \$500,000 grant awarded to OneRedmond by the U.S. Department of Commerce's Economic Development Administration, the program is a collaboration of 23 cities and towns in East King County, chambers of commerce, community-based organizations, higher education, nonprofits, and county and state government.

Redmond Space District

The City of Redmond, in partnership with OneRedmond, launched the Redmond Space District in 2023. This brand was developed to showcase the dramatic growth of Redmond's space cluster and aims to support the growth of the industry in Redmond, recruit new companies to the area, coordinate with regional partners, and strengthen the workforce pipeline and youth attainment of STEM degrees.

Tourism Entities

Several entities collaborate to drive tourism to Redmond, including:

- The City of Redmond Tourism Administrator, who works under the supervision of the Economic Development Manager
- The City's Lodging Tax Advisory Committee, which oversees Redmond's Tourism Program
- A marketing consultant who manages the Experience Redmond tourism brand for the City
- OneRedmond, who is currently the management organization of the Tourism Promotion Area (TPA)

The City is developing a Tourism Strategic Plan which will recommend further organizational alignment and provide holistic direction for all tourism activities in Redmond.

City of Redmond Tourism Program and Redmond Lodging Tax Advisory Committee (LTAC)

The City of Redmond Tourism Program was developed and lodging tax established in 1998 to attract visitors to Redmond by funding tourism marketing and the operations of special events. Operations of, and proposed changes to, the Tourism Program for the City of Redmond are overseen by a LTAC. The LTAC consists of seven members appointed by the Redmond City Council, including one City Councilmember, three hoteliers, and three representatives of arts, cultural, historic, or business entities that can benefit from the lodging tax. The City's Tourism Program Administrator and the LTAC chairperson facilitate LTAC meetings.

The LTAC is responsible for⁵:

- Supporting options to enhance tourism activities in Redmond
- Making recommendations on special events matching grants to the City Council and later reviewing the success of those completed events
- Reviewing proposals from the marketing consultant
- Proposing changes to the Tourism Promotion Program

Experience Redmond

The lodging tax funds include a dedicated tourism marketing program. Experience Redmond is the tourism marketing campaign currently implemented by an external organization that contracts with the City. The Experience Redmond campaign serves as

⁵ <https://www.redmond.gov/DocumentCenter/View/24173/Tourism-Program-Overview-2022>

the City's Destination Marketing brand to promote overnight stays, and partner with event producers and local small businesses for the benefit of the Redmond economy⁶.

Tourism Promotion Area

In 2023, the City of Redmond and City of Bellevue established a Tourism Promotion Area (TPA) that imposes a \$2.50 lodging charge per lodging units per night of stay within the incorporated city limits. The revenues derived from the lodging charges will be used for tourism promotion, which includes, but it not limited to:

- The general promotion of tourism and convention business within the TPA
- Advertising, marketing, public relations, and communication programs designed to attract overnight visitors, increase consumer demand, and increase market share to the TPA
- Tourism development programs, corporate visitation, meetings, conventions, festivals, and event programs to promote and increase local tourism resulting in overnight stays within the TPA
- Tourism and visitation research and data to inform and advance tourism to the Bellevue Redmond TPA

Innovation Triangle

The City of Redmond is a member of the Innovation Triangle, alongside Kirkland, Bellevue, and the Port of Seattle. The partnership aims to create more business opportunities in the growing technology clusters of the member communities and promote the region as a global hub for innovation, international trade, and investment. Targeted clusters include enterprise software, interactive media, commercial space, Big-Data, Artificial Intelligence, and machine learning. Innovation Triangle partners maintain and update the website and other communication strategies, attend conferences and tradeshows, recruit and assist companies interested in location in the Innovation Triangle communities.

Startup 425

Startup 425 is a collaborative initiative by the cities of Redmond, Bellevue, Kirkland, Issaquah, and Renton to expand entrepreneurship and foster diversity and creativity within the greater Eastside business community. The organization focuses on growing and sustaining small businesses of all types, with a sharp focus on underserved businesses owned by women, veterans, minorities, and people of color

⁶ <https://experienceredmond.com/about-us/>

LANDSCAPE ASSESSMENT

This section summarizes the findings from the inventory and review of existing and ongoing studies, plans, and engagement to provide some background on the economic development environment and challenges and opportunities in Redmond in support of the preliminary strategic themes for the Plan identified by the city economic development staff. These are currently defined as follows:

- **Equitable Small Business & Entrepreneurship Support.** Provide small businesses in Redmond with the right tools to start, stay, grow, and flourish.
- **Business Retention & Expansion.** Continue to build relationships and engage with existing businesses in Redmond to accurately assess their needs, address displacement risk and other business challenges, and support expansion of business operations in Redmond.
- **Cluster Diversification and Expansion.** Expand established and growing clusters to further entrench competitive advantages and attract businesses that diversify Redmond’s economy and creating economic resilience.
- **Business Attraction & Recruitment.** Promote the attractiveness of doing business in Redmond and improve business climate.
- **Workforce Development.** Work with partners to attract, retain, and develop a broad base of creative and diverse talent in Redmond.
- **District Development & Placemaking.** Leverage place assets to drive inclusive and equitable growth citywide.

Equitable Small Business and Entrepreneurship Support

Previous studies and plans have identified challenges, gaps and needs for small business and entrepreneurship support. These studies are the Startup425 Program Review and Analysis⁷, the Small Business Economic Development Services⁸ study, the Economic Vitality Element and engagement conducted for Redmond’s Comprehensive Plan update.

The Startup425 Program Review and Analysis and the Small Business Economic Development Services studies identified *existing issues and challenges* within the current small businesses support ecosystem in Redmond and east King County:

⁷ City of Kirkland, Startup425 Program Review and Analysis, January 2023.

⁸ City of Redmond, Small Business Economic Development Services, December 2021.

- **Lack of connectivity and community trust** between service providers (organizations on the Eastside that offer support for entrepreneurs and small businesses), and immigrant and minority-owned small business owners.⁹
- **Lack of a robust referrals system** for referring businesses to appropriate service providers, programs, and mentors based on needs.
- **Insufficient level of cross-marketing and coordination** between service providers and amongst programs that offer support for small businesses and entrepreneurs.
- **Inadequate marketing of existing resources and services** available to small businesses.
- **Nonprofit organizations and Community Based Organizations (CBOs) have limited capacity** for recruiting local, community-based business mentors and managing mentorship programs.

These studies also identified the following *key unmet needs*, based on existing research and interviews with stakeholders:

- **Cultural and linguistic barriers** (lack of bilingual training materials, cultural relatability between service providers and the businesses, etc.).
- **Limited access to capital** (such as financial support, seed funding, grants, and loan programs, etc.) caused by information gaps due to linguistic barriers or misalignment with small business owners' scheduling and work conditions, or administrative factors.
- **Low digital literacy and computer and technology access** (limited online presence, lack of digital skills such as setting up and using email, etc.).
- **Lack of information on creating a diversity, equity, and inclusion (DEI) environment** for customers and within the business and adapting DEI to the business model.
- **Sector-specific needs** such as kitchens that meet various codes and requirements for food businesses.
- **Accessible, multilingual information and resources on doing business on the Eastside** (business license, permitting etc.).

Small businesses in the Redmond 2050 Overlake Small Business Roundtable discussions also described the following needs to improve their own expansion and sustainability:

- Accessibility to new light rail stations for employees and customers.
- Family-friendly environment to attract families to the area.

⁹ The Startup425 Program Review and Analysis shows that establishing trust with migrant- or minority- owned business owners was especially difficult when the business owner's first language is not English. It also reports that support services were much more successful when a CBO staff person participated in the initial engagement.

- Improved walkability, including better sidewalks, lighting, and safety, as well as better wayfinding.
- Affordable and accessible housing options for employees.
- Easy commute.
- Increased availability of affordable, quality childcare facilities.
- Space for future expansion.

The Startup425 Program Review and Analysis and the Small Business Economic Development Services studies developed **recommendations to address these challenges and needs** which include:

- Investing in and working with CBOs, the connective tissue between local communities and state and local economic development efforts, to address gaps in trust.
- Investing in capacity building and training available to non-profits and CBOs.
- Offering small business support and training opportunities outside of regular business hours and in person.
- Solutions to capital access challenges such as alternative funding options like revolving loan funds, flexible financing options, and Community Development Financial Institutions (CDFIs) specializing in SBA-guaranteed small business loans.
- Develop industry specific content for industries other than tech, such as retail, restaurants, and other sectors that are still recovering from the pandemic.
- Develop program content specific to starting a business and associated tax, legal, and regulatory requirements in each city.
- Transfer Startup425 funds and resources to OneEastside SPARK.
- Measure the performance of startup and small business support programs (such as Startup 425) regularly to identify areas for improvement.

Business Retention and Expansion

Several **policies** in Redmond’s Economic Vitality Element focus on retention and growth of neighborhood-based businesses, businesses that serve the needs of residents, healthy, affordable, and culturally diverse food businesses, and manufacturing businesses:

- EV-16 Support and incentivize neighborhood-based business to achieve complete neighborhoods.
- EV-17 Support and incentivize the preservation of resident-serving businesses that are important to Redmond residents.
- EV-24 Support the local and regional food economy and businesses, with an emphasis on those that provide access to local products and healthy, affordable, and culturally relevant food options.

- EV-29 Foster retention of existing businesses as development occurs through incentives, development regulations and programmatic support, such as funding and grant opportunities.
- EV-30 Maintain existing manufacturing park land use and zoning designations to sustain and grow the manufacturing sector while also providing flexibility for evolving business and community needs.

Other policies in Redmond’s Economic Vitality Element focus on anti-displacement and affordable commercial tools:

- EV-8 Monitor the performance of economic development policies and strategies in business diversity, middle-wage job creation, and reduction of displacement risks. Identify and track key economic and demographic metrics to help the city evaluate the effectiveness of local economic strategies and achievement of equitable outcomes.
- EV-10 Ensure all businesses have access to economic assistance and disaster recovery resources through clear, timely, and supportive processes. Prioritize businesses that are small, local, historically lack capital, represent underserved and marginalized communities, and are at risk of displacement.
- EV-21 Adopt and maintain development regulations and incentives that allow flexibility in size, location, uses and design to create affordable commercial spaces that allow small, locally owned, and culturally diverse businesses to thrive.
- EV-25 Mitigate the displacement of existing businesses as development occurs through incentives, development regulations and programmatic support, such as funding and grant opportunities.
- EV-26 Maintain existing manufacturing park land use and zoning designations to sustain and grow the manufacturing sector while also providing flexibility for evolving business and community needs.

The OneRedmond 2023 Strategic Plan outlines Redmond’s **challenges** for business retention and expansion (BRE) as:

- Recruitment and retention of talent.
- Burdensome and lengthy permitting and regulatory environment.
- Inadequate inventory of available land and buildings for businesses to expand.
- A lack of affordable workforce housing.
- The need to define OneEastside SPARK value proposition post COVID.

The Strategic Plan also identified root causes of these challenges to be insufficient working capital and workforce for small businesses, constraints on the regional and national supply of technical talent, lack of vibrancy for local talent, a policy disconnect between business development aspirations and planning, and long-lasting macro effects, such as the pandemic, inflation, and recession.

Further, the City of Redmond has found that existing businesses throughout the city are facing the **risk of displacement** due to growth, property sales, and redevelopment¹⁰. Examples of such businesses include Evans Business Park businesses (Seattle Toddler Gym, Gallagher Instruments, Award Shop etc.), Emerald City Gymnastics, Costume Shop, Motley Zoo, and Vertical World. These businesses are struggling to find compatible space with the displaced use because:

- There is insufficient compatible inventory - Redmond is seeing a limited supply of flex space for recreational usage (gymnastic studios, rock gyms, toddler play gyms) and flex space for small scale manufacturing (breweries, dog daycare etc.).
- Rents for newly developed space are much more costly.
- Developers are not building compatible spaces due to loss of maximizing building with first floor height requirements, prioritization of other incentives, and investment requirement of credit worthy retail tenant.
- There is a limited ability for government interventions and financial assistance due to Washington State's gift of public fund doctrine.

Redmond businesses are also facing **increasing commercial rents** and the City has identified a preliminary list of businesses in need of commercial affordability solutions. These include diverse micro businesses, food and beverage manufacturing businesses, small scale manufacturing and prototype development, creative spaces, child-based spaces, recreational spaces, health related facilities, and automotive services.

Actions recommended by OneRedmond in their strategic plan **to support BRE** include:

- Develop a better understanding of factors constraining BRE.
- Advocate for policy changes that support BRE.
- Design, implement, and execute business outreach program focused on targeted industries.
- Support and engage small businesses.

Potential **actions identified by the City of Redmond for addressing displacement risk**¹¹ include:

- Proactively identify businesses being displaced with a multiple year lead time.
- Identify the specifics of those businesses (who, what, when, where and why is being displaced).
- Work with Long Range Planning and Development Services to see how the City can incentivize creation of needed space.

¹⁰ City of Redmond, Addressing Business Displacement and Affordable Commercial Needs in Redmond, 2023.

¹¹ City of Redmond, Addressing Business Displacement and Affordable Commercial Needs in Redmond, 2023.

- Work with property owners and developers to share list of businesses and requirements to find homes in existing properties or new developments.
- Work with Development Services to connect businesses being displaced with new developments in Redmond.
- Package and proactively promote business technical assistance to displaced businesses as they may need to pivot operational models for profitability in new spaces.
- Work with private sector on tenant improvement funds and revolving loan funds (RLFs).
- Continue to monitor and strive to pilot affordable commercial solutions.

Workforce Development

To understand workforce challenges in Redmond and region, the City partnered with Western Washington University to oversee two studies: the Redmond Workforce Analysis¹² and East King County Workforce Survey¹³.

The Redmond Workforce Analysis study found that:

- Redmond has **occupation gaps** in computer and mathematical related occupations, management occupations, and business and financial operations occupations. These occupations are also projected to see the **largest growth in employment** in Redmond over the next ten years.
- Almost all Redmond industries have a **negative award gap**, meaning there are fewer qualified workers with relevant degrees than there are job positions. This is most pronounced for software developers, followed by general and operations managers, and management analysts.
- Occupation gaps are in part due to **skill gaps**. Across King County, skill deficits are for Excel, Amazon Web Services (AWS), keyboarding/typing, Java, cash handling, C#, and cloud computing skills.
- Redmond is a **net importer of workers** with degrees in most fields since Redmond is not home to many colleges or universities. Most of the degrees granted in Redmond are in art related fields, likely due to the presence of DigiPen Institute. Within King County, the **lowest training concentration** is in computer and mathematical occupations.

The workforce study suggests, backed by existing literature, that for Redmond **a partnership with colleges and universities on the broader eastside and throughout the county to inform curriculum with in-demand skills training may be effective at reducing skill gaps**. Additionally, on the job training and employer investments in up-

¹² Western Washington University Center for Economic and Business Research, Redmond Workforce Analysis, November 2021.

¹³ Western Washington University Center for Economic and Business Research, East King County Workforce Survey, September 2023.

skilling employees are an essential but often neglected approach to addressing skill gaps. Microsoft, one of Redmond’s top employers, is an example of a leader in both models for tackling skill gaps.

In the East King County Workforce Survey conducted between April 2023 and September 2023, the **total cost of living and housing** in the region are significant concerns for many respondents, potentially impacting their likelihood of staying in the region. Respondents face various **barriers to employment**, the most common being identifying and applying for opportunities and job specific training. The survey suggests that more public knowledge of employment services is needed and more efforts to increase awareness of the available employment services and programs would address this issue.

The most popular types of job-related training among survey respondents were in business and technical roles (IT, cloud computing etc.). Respondents believe professional development and job search support are the most likely to assist with their needs. This is followed by resume/cover letter assistance, employer support, and internships.

Within the outreach for the Redmond 2050 Economic Vitality Element, community members described a desire to align workforce development efforts with needs of underserved communities, and policies that lead to income self-sufficiency for both workers and business owners in Redmond at a range of skill and educational levels. To fully understand Redmond’s workforce needs, further research is needed on regional skills that would support cluster development and the workforce development ecosystem’s resources and gaps to serve employers’ current and future needs.

Other challenges for the workforce ecosystem identified in the OneRedmond Strategic Plan are a lack of workforce, the lack of the presence of a workforce development council in East King County, and businesses being unaware of workforce development resources. Some of these challenges may be explained by the lack of a system to support an understanding of businesses’ workforce needs and the lack of a local entity to serve as a single point of contact.

Business Attraction and Recruitment

The Economic Vitality Element (June 2023)¹⁴ of the City’s Comprehensive Plan also identifies **policies in support of business attraction and recruitment**. Policies under the *sustainable and resilient economy* and *business and job diversity* goals support a positive business climate and the city’s vision for a diverse and innovative economy, with businesses ranging from multinational corporations to small and local artisan, start-up, and legacy businesses. Some examples of these policies include:

¹⁴ City of Redmond, Redmond 2050 Comprehensive Plan: Economic Vitality Element - Final Draft v.3, June 2023.

- EV-2 Provide for a mix of land uses in a range of zones that enables Redmond to meet its job growth targets and attract and retain businesses that meet the needs of the community.
- EV-6 Provide a consistent and predictable regulatory environment and customer focused approach to permitting and development processes.
- EV-7 Utilize tax and fee systems that are equitable and stable, are consistent with City goals, predictably and appropriately fund local services, and are able to maintain a competitive economic environment.
- EV-26 Develop and maintain land use, zoning and design regulations that attract and support a diversified mix of businesses, from multinational corporations to small, locally owned and innovative neighborhood shops.

The Economic Vitality Element also includes several policies to enhance *quality of life* in Redmond, focused on career and education opportunities, housing, transportation and recreation choices, as well as a healthy natural environment, all of which are essential to promote Redmond as an attractive place to work and do business.

A participant in the Redmond 2050 Overlake Small Business Roundtable discussions inquired whether Redmond has a plan to **diversify its jobs portfolio** away from so much reliance on the tech industry and recommended more balance across industries. This view was supported by other organizations who were interviewed to gather input for the Redmond 2050 Comprehensive Plan update. They mentioned that if Redmond’s growth is too focused on the expansion of large corporations and the tech industry it could result in economic and cultural homogeneity, a loss of small businesses, and housing affordability challenges for people working in other sectors, such as education, restaurants, and public service¹⁵.

The Economic Development Strategic Plan can further define what business diversity should look like for Redmond and identify target industries for business attraction. Some preliminary industries that have been identified in existing studies for consideration include:

- Businesses that embrace Redmond’s environmental sustainability and climate goals (Economic Vitality Element).
- Arts, culture, recreation, and nightlife (Economic Vitality Element).
- Businesses at the intersection of aerospace and technology (King County Air and Space 2030 Strategy).
- Retail businesses such as auto retailers.

¹⁵ City of Redmond, Redmond 2050 Stakeholder Interviews and Discussions, Summary (updated April 13, 2021).

The OneRedmond 2023 Strategic Plan¹⁶ outlines Redmond’s **challenges** for business attraction and recruitment as:

- High development costs
- Limited and constrained land and shovel ready inventory
- Limited office/commercial space inventory
- Affordable workforce housing and community vibrancy as potential barriers to recruitment and retention of talent

The plan identifies **the root causes to these challenges**, which include inefficiencies in the development regulatory system that increase costs (such as lengthy permitting processes), lack of consensus on development density, lack of amenities to attract and retain desired workforce, environmental and engineering constraints, limited land inventory, and increasing development costs.

OneRedmond’s Strategic Plan describes **action steps** to combat these challenges:

- Work with the City to assess the fee structure and other processes impacting development.
- Define and advocate for increasing the inventory of available land and commercial development.
- Identify unlisted properties potentially available for businesses.
- Develop relationships with site selectors nationally and state and regional recruitment partners.
- Maintain insights into the city’s competitive position as a place for doing business to adjust strategies accordingly.

Cluster Diversification and Expansion

The Economic Vitality Element sets a policy under the sustainable and resilient economy goal to “support industry clusters and subclusters that are integral components of the local and regional economy”. The City’s prior studies and plans regarding industry cluster development are relatively limited. The Redmond NextGen: Action Plan from 2009¹⁷ identified five target areas for building strong industry clusters: Software and Information Technology, Retail and Tourism, Avionics and Homeland Defense, Renewable Energy/Clean Technology, and Emerging Industries & Entrepreneurship.

Other regional and statewide studies may help provide insights into economic climate conditions and competitiveness of the region’s industry clusters. Some of these studies are summarized for each industry cluster of interest in Appendix A.

¹⁶ OneRedmond, Strategic Plan, 2023.

¹⁷ City of Redmond, Draft Report: Redmond NextGen Action Plan, 2009.

District Development and Placemaking

In Redmond, there are two Regional Growth Centers (mixed-use centers designated by Puget Sound Regional Council): the Overlake Metro Center and the Downtown Redmond Urban Center. These urban centers include housing, employment, retail, and entertainment uses, are pedestrian-oriented and are well-served by transit. Significant growth is planned for these centers, with 44% of the job growth (14,500 jobs) to 2050 planned for Overlake and 15% (5,000 jobs) for Downtown¹⁸. Redmond also has one designated local center, Marymoor Village. This center, just adjacent to King County Marymoor Park, is transitioning to a Countywide Growth Center as part of Redmond 2050. The Redmond 2050 plan update is also exploring a Countywide Industrial Growth Center designation in Southeast Redmond¹⁹.

Overlake

Overlake is the third-largest jobs center in the Puget Sound region, with more than 48,000 jobs. A large percentage (89%) of these jobs are in technology, due to employers such as Microsoft in the area. Other jobs fall into industries such as retail (4%) and manufacturing (3%). As part of the Redmond 2050 Comprehensive Plan update, several changes are planned for the Overlake neighborhood:

- Rezoning of properties around the light rail stations to accommodate growth and support highest and best use (transit supported densities and uses).
- Metro Center boundary expansion and related rezoning.
- Updating the Overlake zoning districts, development regulations, and incentive packages.
- Creating a new SEPA Planned Action to complete an area-wide environmental review of growth expected through 2050.
- Finalizing and adopting of the Overlake South Infrastructure Plan.

Members of the Overlake neighborhood district have participated in focused conversations around development as part of the Redmond Comprehensive Plan update. In discussions about the desires for Overlake, participants generally view redevelopment and increased density in the area as a positive development, rather than a threat. Discussions described that any growth in Overlake should be accompanied by measures to address traffic congestion and improve walkability and pedestrian safety. This is important for both existing Overlake businesses concerned about recruiting and retaining employees and those looking to attract new customers.

To support small and minority-owned businesses during redevelopment, stakeholders in the Comprehensive Plan update process suggested that Redmond establish a small business liaison. This role would build and maintain relationships with these businesses, facilitate their participation in the design and decision-making processes related to

¹⁸ Redmond 2050 Preferred Growth Alternative, City of Redmond, July 18, 2023.

¹⁹ Ibid.

redevelopment, and assist them in accessing loans and other resources to help them remain in business.

Downtown Redmond

The Downtown Redmond Urban Growth Center, with a significant density of existing jobs and housing along with high-quality transit service, also plays an important regional role in planning for future growth. As Redmond plans for 2050, it explores ways to maximize potential for the new light rail station, to update design guidelines and community character and historic preservation policies, to remove code provisions that hinder office developments, and to review potential updates for the Redmond Town Center. Many of the strategies employed at Overlake are anticipated to apply in whole or in part in Downtown Redmond as well, including rezoning of property near transit, considering boundary expansions and related rezoning, updating zoning districts, development regulations, and incentive packages in Downtown Redmond, and finally, creating a new SEPA Planned Action to complete an area-wide environmental review of growth expected through 2050.

Marymoor Village

Marymoor Village, created in 2017, is a mix of manufacturing, education, distribution, industrial, religious, and some commercial uses. The city's vision as an urban, mixed-use village will allow Marymoor to incorporate commercial, mixed-use, and multifamily development as it welcomes a light rail station opening in 2024. As Marymoor Village continues to become a center for investment and development, challenges regarding displacement may also persist. Updates to Marymoor as part of Redmond 2050 will address:

- Design guideline updates
- Transition from a local center to a countywide growth center
- Reducing the number of zoning districts from five to three
- Updating the incentives and TOD area
- Adopting a State Environmental Policy Act (SEPA) Infill Exemption that would allow residential and mixed-use development to be exempt from SEPA regardless of size
- Pilon project for inclusive neighborhood to build Marymoor Village to be as accessible as possible
- Placemaking features that incorporate the importance of this area to local tribes

Southeast Redmond Industrial Growth Center

Redmond is exploring designating a new center in Southeast Redmond focused on protecting manufacturing and light-industrial jobs. This was supported by community input received during the visioning phase of Redmond 2050. The city would create a

Countywide Industrial Growth Center to continue to support equitable access to living wage jobs.

REDMOND IN 2023

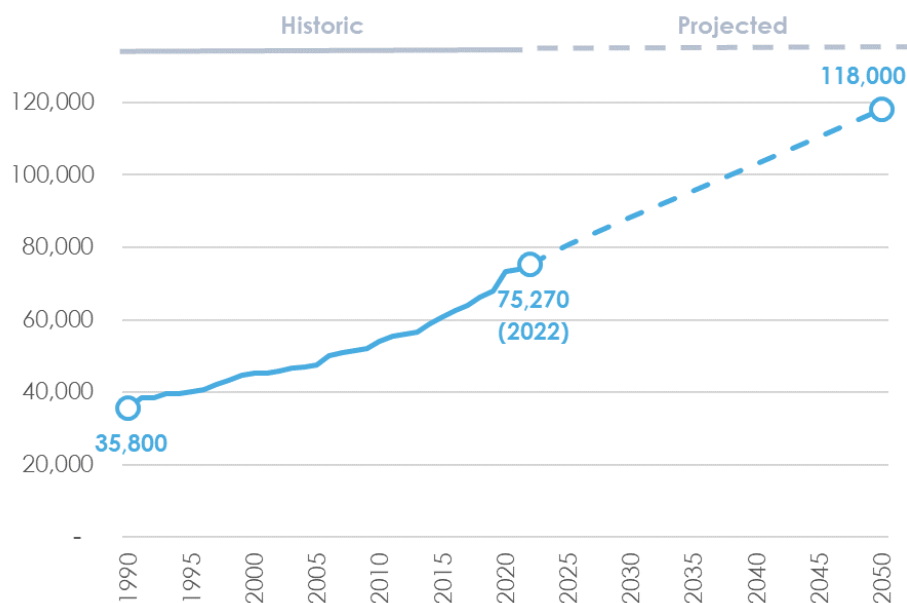
People

Population

Redmond’s population has doubled since 1990 and is expected to grow at a faster pace than the Puget Sound region through 2050.

Between 1990 and 2022, population in Redmond increased by roughly 39,500 people – a gain of 110% (**Exhibit 1**). Population growth during this period outpaced the Puget Sound region average and two of the benchmark cities - Bellevue and Mountain View (**Exhibit 2**).

Exhibit 1. Historic and Projected Population Growth, Redmond



Source(s): OFM Intercensal, 1990-2022; PSRC LUV-it Model, 2023; CAI, 2023.

The Puget Sound Regional Council projects as part of the latest allocations in VISION 2050 that Redmond’s population will add almost 43,000 new residents by 2050, for a total of 118,000 (**Exhibit 1**). This projected compound annual growth rate of 1.6% is higher than the 1.1% projected for the Puget Sound Region.

Exhibit 2. Population Growth, 1990-2022

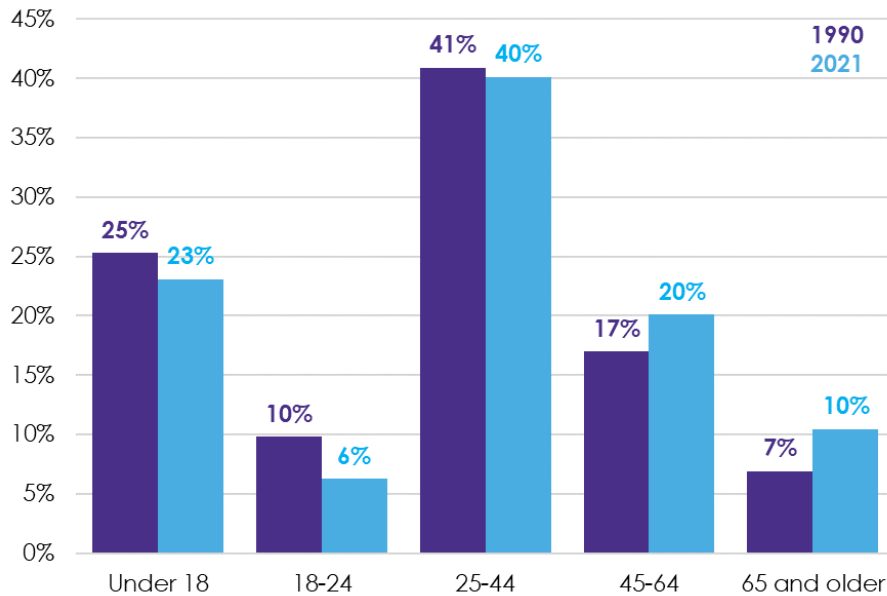
	% Growth (1990-2022)	CAGR (1990-2022)
Redmond	110%	2.3%
Bellevue	77%	1.8%
Bothell	296%	4.4%
Mountain View	20%	0.6%
Hillsboro	186%	3.3%
Raleigh	129%	2.6%
Puget Sound Region	60%	1.5%

Source(s): OFM Intercensal, 1990; US Census Bureau ACS 5-Year Estimate, 2021; PSRC LUV-it Model, 2023; CAI, 2023.

In 2021, 66% of Redmond’s population was of working age and the millennials (25-44) have continued to be the most prevalent age group since 1990.

Redmond residents’ median age has increased from 32.1 in 1990 to 34.6 in 2021. In 2021, Redmond’s population was relatively younger than the Puget Sound Region (which had a median age of 37.2), Bothell (37.6), Bellevue (37.9), and Mountain View (35.4). Hillsboro and Raleigh had a marginally lower median age than Redmond - 34.1 and 34.2 respectively.

Exhibit 3. Population by Age, Redmond, 1990 and 2021



Source(s): U.S. Census ACS 5-Year estimates 2010, 2021; CAI, 2023.

Those between the ages of 25 and 44 continue to be the most prevalent age group in Redmond and have seen the most growth in absolute terms since 1990. More than 14,000 residents were added in this age category. During the same period, the number of

Redmond’s residents aged 65 and older tripled and their proportion of the total population increased to 10% in 2022 (**Exhibit 3**).

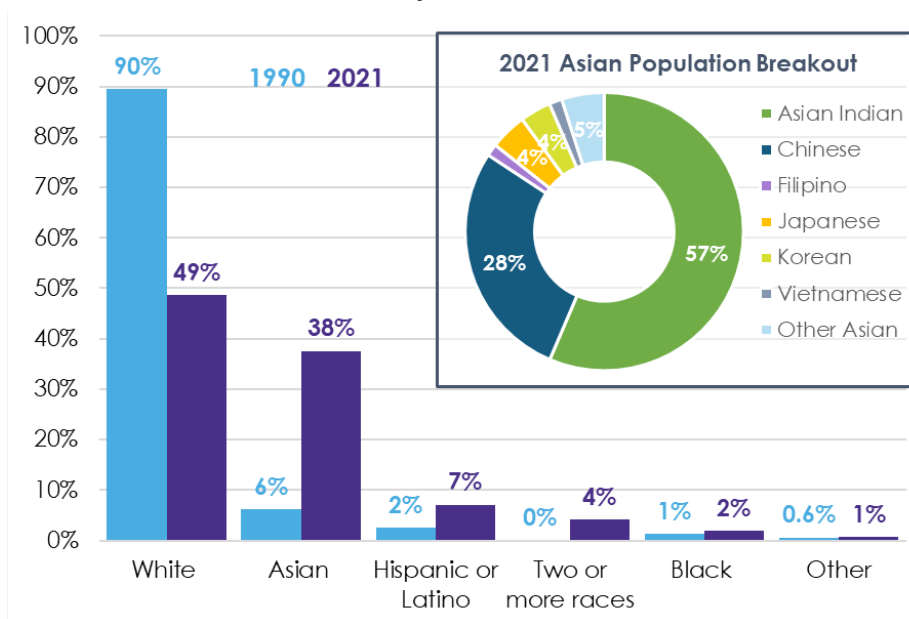
Diversity

In 2023, Redmond is an increasingly diverse majority-minority city within the central Puget Sound metro region, with a growing share of Asian residents.

As shown in **Exhibit 4**, Redmond has become more diverse since 1990. Redmond’s share of non-white population has grown from 10% of the population in 1990 to 51% of the population in 2021, much higher than the 39% for the Puget Sound Region. Among the benchmark communities, Mountain View and Bellevue are more racially diverse than Redmond - with non-white population comprising 59% and 54% respectively.

From 1990 to 2021, the city’s Asian representation has increased from 6% to 38% of the population. Both Bellevue and Mountain View have large shares of Asian residents at 38% and 33% respectively. Asian Indian and Chinese made up 85% of the Asian population in Redmond in 2021.

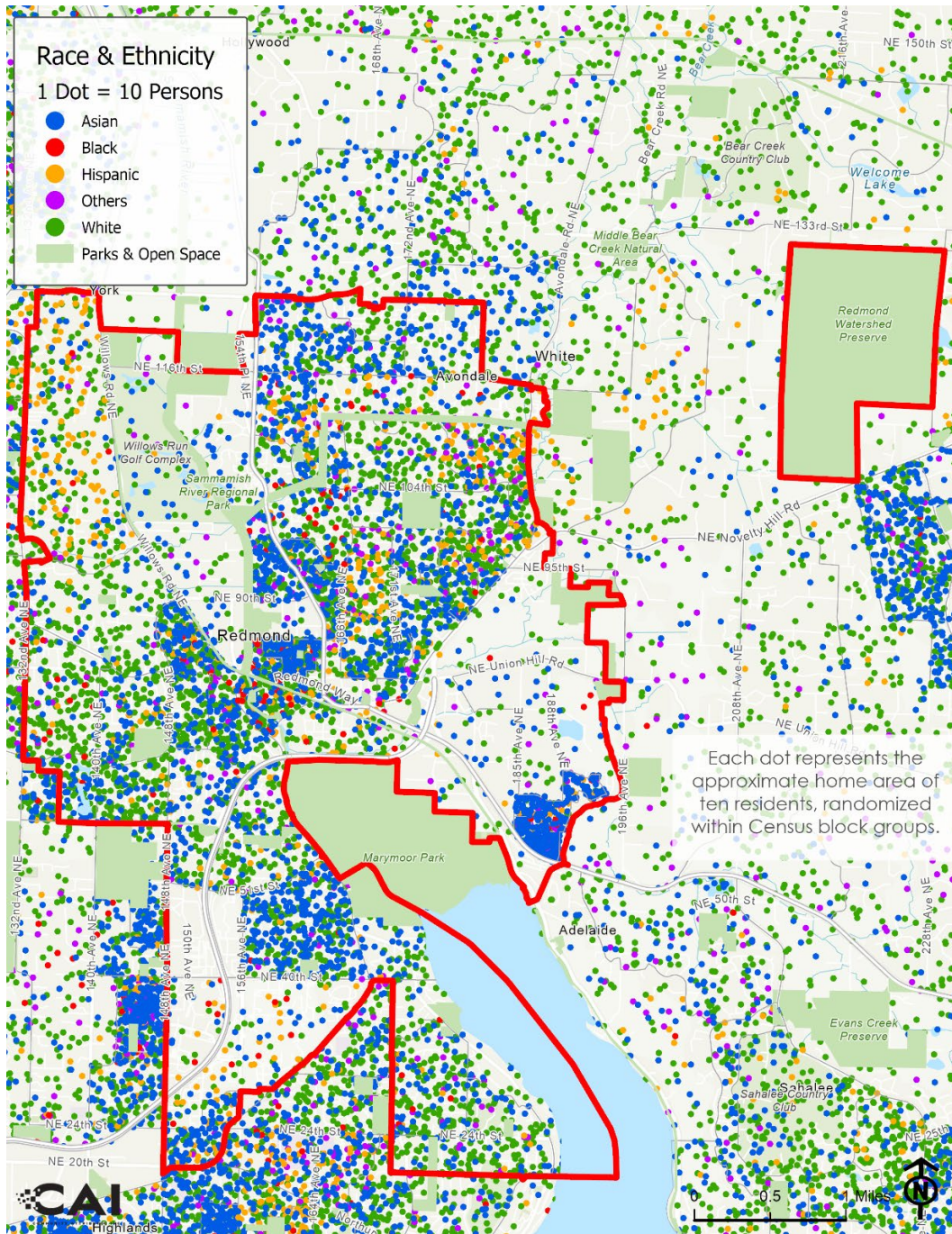
Exhibit 4. Population Distribution by Race and Ethnicity, Redmond, 1990 and 2021



Source(s): U.S. Census ACS 5-Year estimates 2010, 2021; CAI, 2023.

Exhibit 5 visualizes City of Redmond’s race and ethnicity distribution. North Redmond, Education Hill, downtown, and the northern part of Overlake have notable Asian population distributions. Hispanic populations are clustered in parts of Bear Creek and Education Hill and the northwestern edge of the Willows / Rose Hill neighborhood.

Exhibit 5. Dot Density Map of Population by Race and Ethnicity, Redmond, 2021



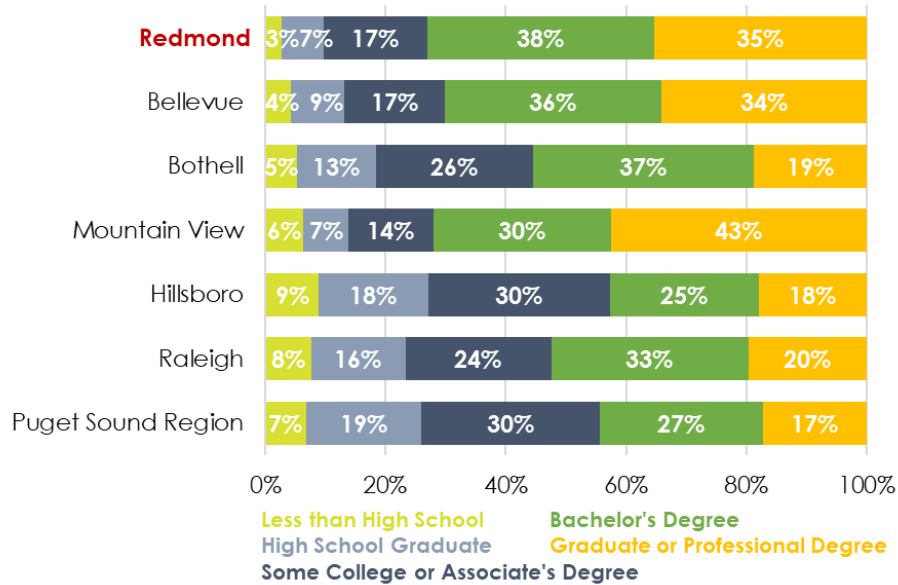
Source(s): U.S. Census ACS 5-Year estimates 2021; CAI, 2023.

Education

Redmond is the most educated community amongst all benchmark cities.

In 2021, the proportion of residents aged 25 and older with a bachelor’s degree or higher was approximately 73% in Redmond, higher than all benchmark communities and the Puget Sound Region (**Exhibit 6**). Redmond also had the lowest share of residents with less than a high school diploma – only 3% of all residents 25 and older.

Exhibit 6. Educational Attainment, Population 25 and Older, 2021



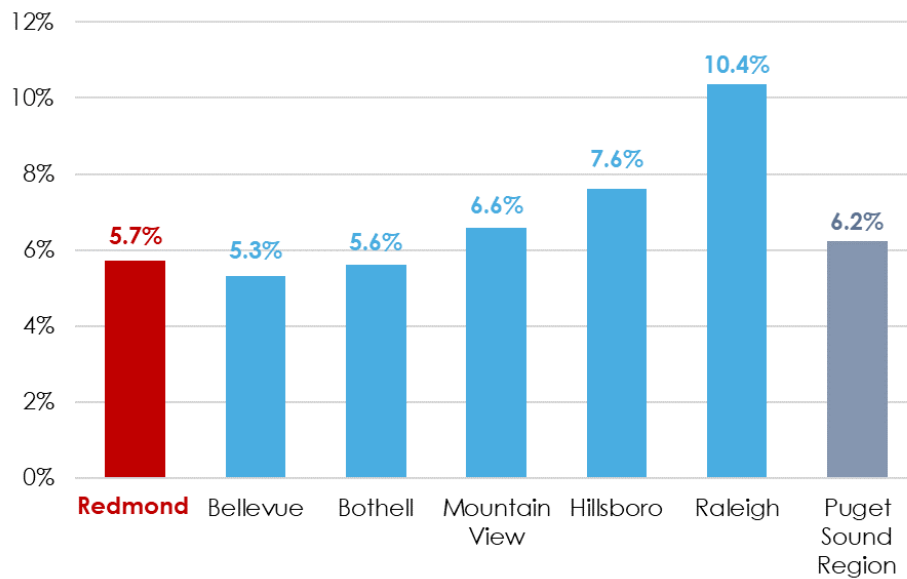
Source(s): U.S. Census ACS 5-Year estimates 2021; CAI, 2023.

In 2021, 4,100 residents of Redmond were enrolled in some form of college or graduate school, roughly 5.7% of the population (**Exhibit 7**). This was nearly the same percentage as Bothell and slightly higher than Bellevue. Raleigh had the largest student population and share which reflects the presence of large universities in the city. The same year, the Puget Sound Region was home to more than 247,000 college and graduate students, making up 6.2% of the region’s population.

Redmond's educational landscape is uniquely defined by the presence of DigiPen Institute of Technology, the city's sole institution. Specializing in digital arts, computer science, and game development, DigiPen offers 10 degree programs (8 undergraduate and 2 graduate) tailored to the dynamic demands of the tech industry. The Institute is the first school in the world to offer a Bachelor’s degree in video game programming. As of Fall 2022, 1,124 students were enrolled at the Redmond campus²⁰.

²⁰ DigiPen By the Numbers, DigiPen Institute of Technology, <https://www.digipen.edu/about/digipen-by-the-numbers>.

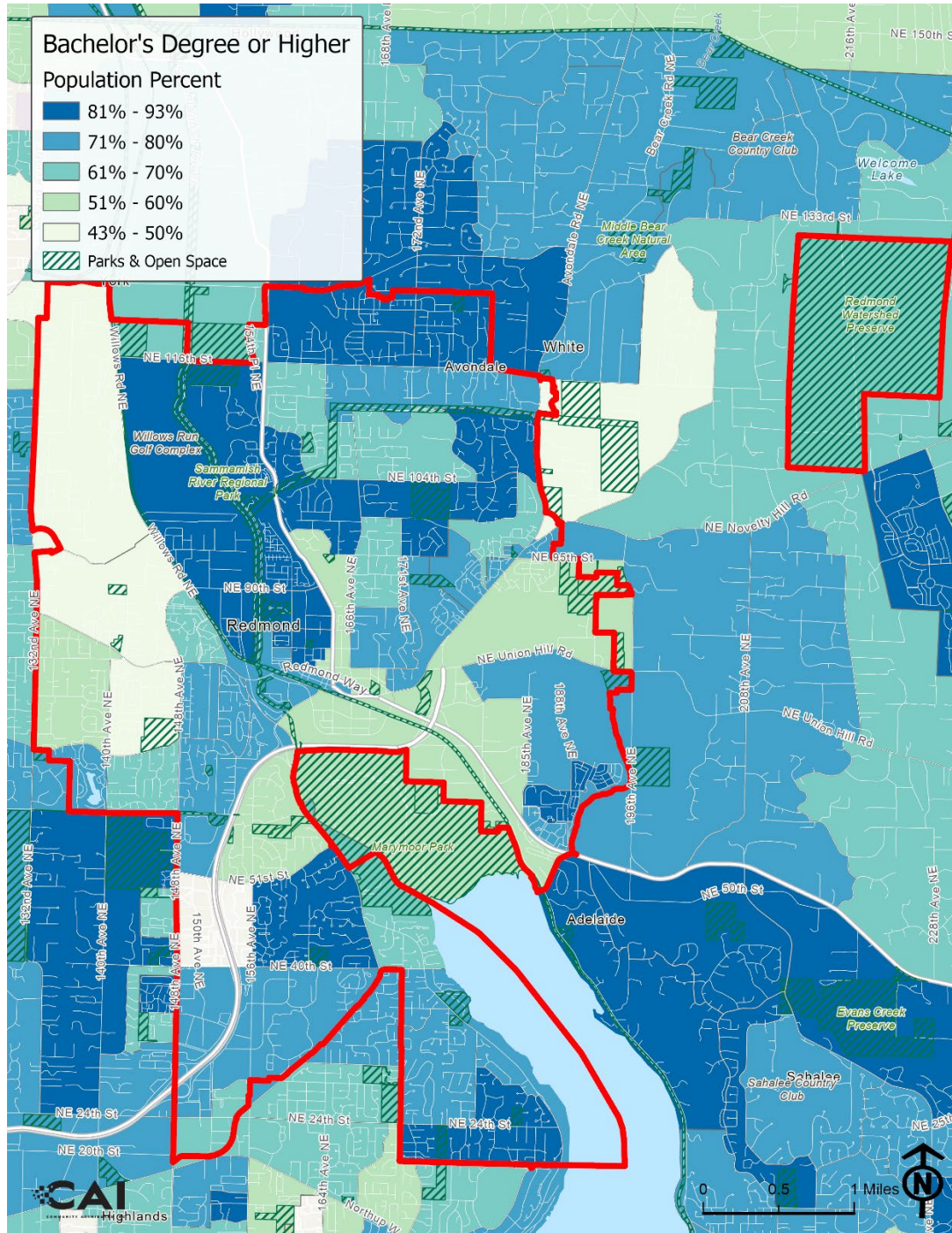
Exhibit 7. Share of Total Population Enrolled in College, 2021



Source(s): U.S. Census ACS 1-Year estimates 2022; CAI, 2023.

Educational attainment varies by neighborhood within Redmond for its percent of residents aged 25 and older with a bachelor’s degree or higher (**Exhibit 8**). The western and central geographies of the city have notably lower educational attainment percentages (approximately 40%-60% of adults with a bachelor’s degree) compared to the rest of the city, such as northern and southern portions (60%-90% ranges). Areas of high educational attainment can also be found near tech campuses and job centers such as Overlake area and Willows Road Corridor.

Exhibit 8. Percent of Residents (25+) with a Bachelor's Degree or Higher, Redmond, 2021



Source(s): U.S. Census Bureau ACS 5-Year Estimates, 2017-2021; CAI, 2023.

Income and Poverty

Redmond's median household income is high compared to the region and most benchmark communities, having increased 58% in the last decade.

Redmond's median household income has increased from approximately \$93,000 in 2011 to over \$147,000 in 2021 and is second only to Mountain View amongst the benchmark communities (**Exhibit 9**). Since 2011, Redmond's median household income grew by 4.7% per year on average. While this growth exceeded the regional average growth of 3.8% per year, Bellevue, Bothell, and Mountain View all experienced higher growth than Redmond in median household income.

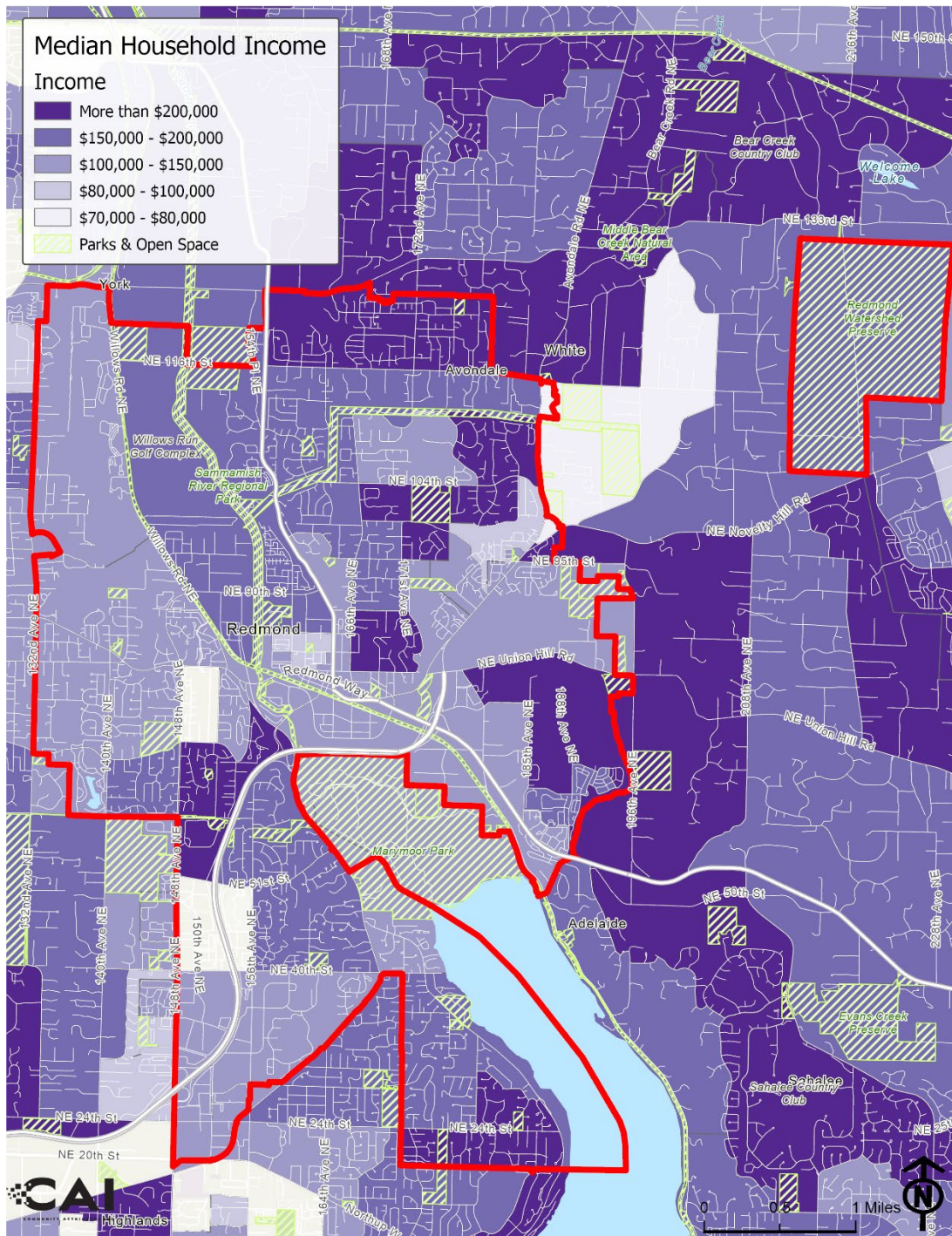
Exhibit 9. Median Household Income, 2011-2021

	Median Household Income		% Change (2011-2021)	CAGR (2011-2021)
	2011	2021		
Redmond	\$92,851	\$147,006	58%	4.7%
Bellevue	\$84,503	\$140,252	66%	5.2%
Bothell	\$70,935	\$116,578	64%	5.1%
Mountain View	\$91,446	\$158,104	73%	5.6%
Hillsboro	\$64,197	\$91,540	43%	3.6%
Raleigh	\$52,819	\$72,996	38%	3.3%
Puget Sound Region	\$67,023	\$97,675	46%	3.8%

Source(s): U.S. Census Bureau ACS 5-Year Estimates, 2011-2021; CAI, 2023.

The median household income (MHI) within the city is relatively high, particularly in its northern and southeastern portions where household incomes surpass \$100,000 (**Exhibit 10**). Many high-income areas correlate with areas with high educational attainment, including North Redmond and Viewpoint. Viewpoint is marked by a majority of white residents while North Redmond shows a mix, made up primarily by residents who identify as White or Asian. In contrast, the northeast corner of Redmond shows a lower MHI, lower educational attainment, and a larger proportion of Hispanic residents.

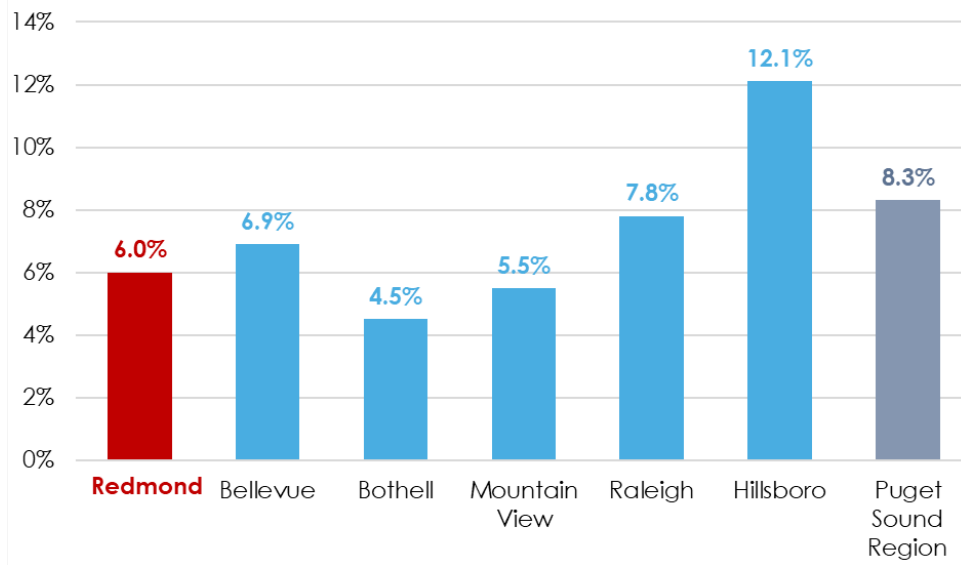
Exhibit 10. Median Household Income by Block Group, Redmond, 2021



Source(s): U.S. Census Bureau ACS 5-Year Estimates, 2017-2021; CAI, 2023.

The share of Redmond residents living below the poverty line²¹ declined from 6.6% in 2012 to 6% in 2021. Poverty in Redmond is much lower than that of the Puget Sound Region (**Exhibit 11**). Among benchmark communities, Bothell and Mountain View have lower poverty rates than Redmond. The poverty rate in Redmond varies by age and race and ethnicity. Children under 5 and residents aged 18 and 34 have the highest poverty rate (8.1%), as well as residents who identify as Hispanic or Latino (24.3%), two or more races (17.1%), and Black or African American (16.2%).

Exhibit 11. Poverty Rate, 2021



Source(s): U.S. Census ACS 5-Year estimate, 2017-2021; CAI, 2023.

Self-Employment

Among benchmark communities, Redmond ranks the lowest in the proportion of households that reported self-employment income and self-employed workers in Redmond earn very low incomes.

Roughly 8.6% of households in Redmond reported receiving self-employment income in 2021 (**Exhibit 12**). This could include individuals who are working in “gig” positions, such as ride-sharing drivers, or those who own their own businesses. Compared to the benchmark communities, Redmond had the lowest proportion of households that reported self-employment income. At 13.8%, Bothell had the highest share.

Self-employed workers in Redmond earn very low incomes. Among households reporting self-employed income in 2021, the average annual income reported for self-employment in Redmond is nearly \$36K. This indicates that many self-employed individuals in Redmond may be working in “gig” jobs, which tend to pay below average wages.

²¹ \$13,788 is the 2021 poverty level for individuals that’s used by the U.S. Census Bureau to determine who is in poverty.

While Redmond’s average income reported for self-employment is slightly higher than that of Hillsboro, it is lower than that of Raleigh and significantly lower than Mountain View’s (\$58K) and Bellevue’s (\$100K).

Exhibit 12. Share of Households with Self-Employment Income and Average Self-Employment Income, 2021

	Self employment rate	Average income for self employed
Redmond	8.6%	\$35,800
Bellevue	11.6%	\$99,700
Bothell	13.8%	\$40,900
Mountain View	10.9%	\$57,800
Raleigh	10.6%	\$36,100
Hillsboro	9.2%	\$25,400
Puget Sound Region	11.9%	\$47,600

Source(s): U.S. Census ACS 5-Year estimate, 2017-2021; CAI, 2023.

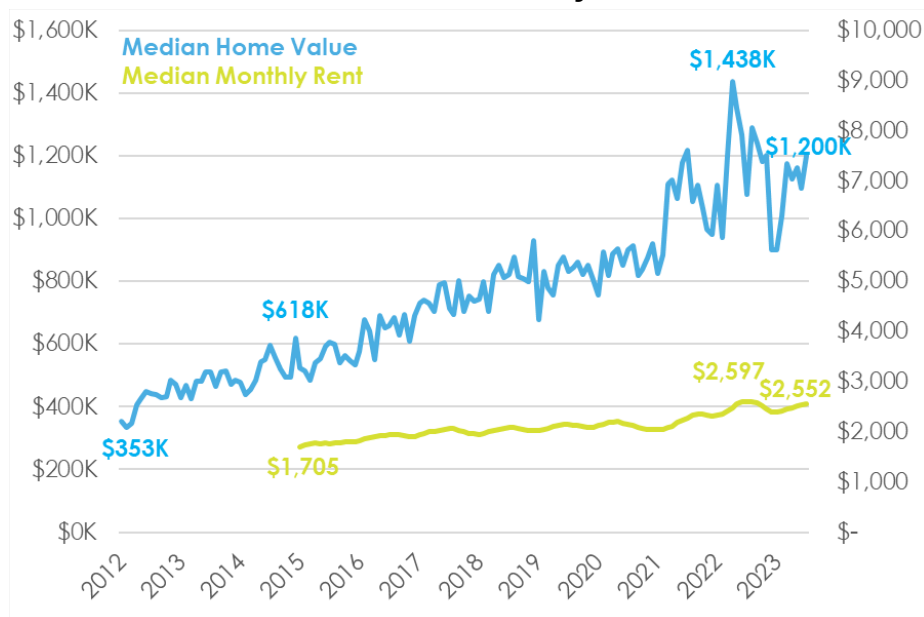
Housing

Housing shortages in Redmond have led to rising housing costs. High housing cost burden is borne unevenly across Redmond’s neighborhoods and racial and ethnic groups.

Exhibit 13 highlights the rising costs of housing in Redmond from 2012 to 2023. The median sale price in Redmond, based on sales data from Redfin, increased from \$353,000 in January 2012 to \$940,000 in October 2023, a 166% total increase (**Exhibit 13**). This was lower than the Puget Sound Region median sale price increase during this period and most benchmark jurisdictions except Raleigh. Redmond’s median home sales price in October 2023 was almost half of the median sale price in Mountain View and 33% lower than Bellevue’s median sale price (**Exhibit 14**).

Though not as dramatic, median monthly rent in Redmond has also risen significantly since 2015. From \$1,705 in 2015 to \$2,552 in 2023, median monthly rent saw a 50% total increase, or a CAGR of 5%.

Exhibit 13. Median Sale Price and Median Monthly Rent, Redmond, 2012-2023



Source(s): Redfin, 2012 to 2023; CAI 2023.

Exhibit 14. Median Sale Price and Change, January 2012- October 2023

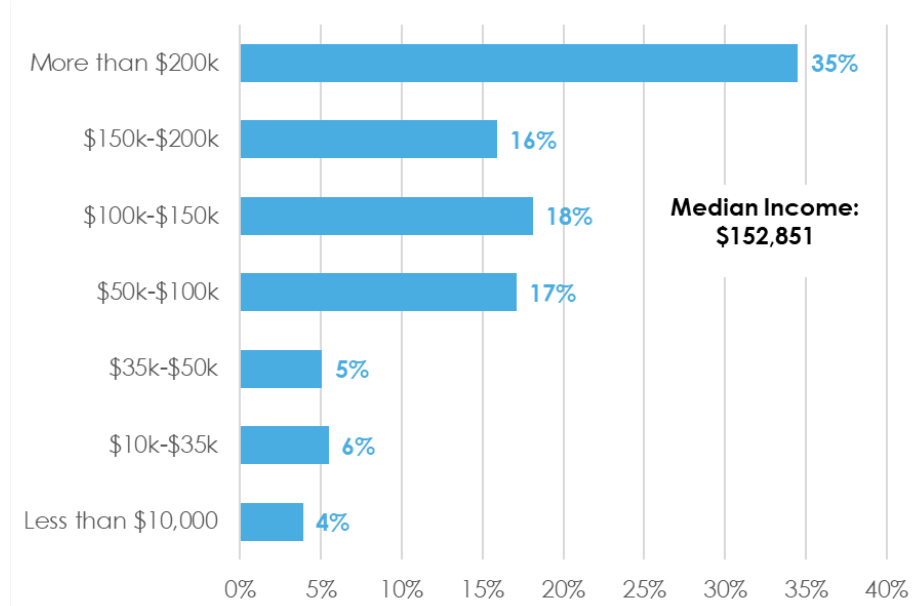
	Median Sale Price, Oct 2023	% Change (Jan 2012 - Oct 2023)
Redmond	\$940,000	166%
Bellevue	\$1,403,190	252%
Bothell	\$939,750	244%
Mountain View	\$1,830,500	344%
Hillsboro	\$515,000	194%
Raleigh	\$415,000	152%
Puget Sound Region	\$773,475	209%

Source(s): Redfin, 2012 to 2023; CAI 2023.

Considering Redmond’s median home sale price of \$1.1 million in July 2022, a household in Redmond would need to earn about \$262,200 annually to purchase a home with that price²². That represents 172% of the median household income of \$152,900 in 2022. Only 35% of households in Redmond earned more than \$200,000 in 2022 (**Exhibit 15**). Similarly, a household in Redmond would need to earn about \$104,000 per year to afford the July 2022 median rent in Redmond of \$2,600. Nearly one third of households in Redmond make less than \$100,000 per year and would struggle to rent a home in Redmond (**Exhibit 15**).

²² Assumes a 10% downpayment, an interest rate of 5.34% (the 30-Year Fixed Rate Mortgage Average in the United States according to FRED Economic data), and home insurance and property tax payments represent 17% of the monthly house bill (based on Zillow, Redfin and Bank of America).

Exhibit 15. Total Households by Income, Redmond, 2022



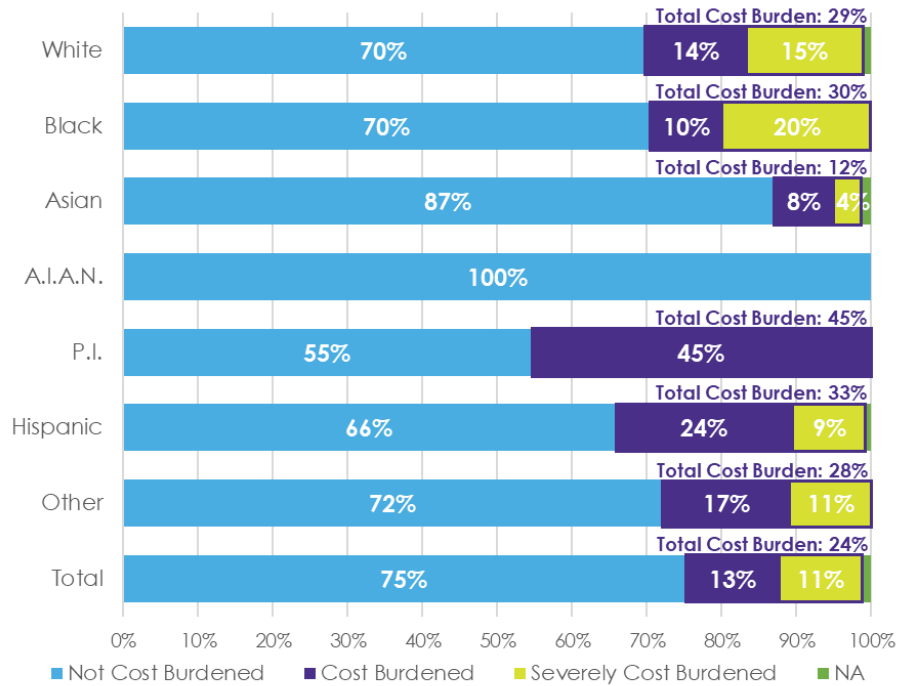
Source(s): U.S. Census Bureau ACS 1-Year Estimates, 2022; CAI, 2023.

The rising cost of housing has led to issues with housing affordability which have had disproportionate impacts on certain populations. The Department of Housing and Urban Development defines cost burden as those households spending between 30% and 50% of total income on housing. Severe cost burden is defined as households spending more than 50% of total income on housing. **Exhibit 16** displays cost burden by race and ethnicity in 2020. Of the entire population, 13% are considered cost burdened, with 11% experiencing severe cost burden. Cost burden is most prevalent in Pacific Islander households (45%). The second most cost burdened group is the Hispanic population, with 24% experiencing cost burden and 9% experiencing severe cost burden.

Housing cost burden also varies by geography. There are notable geographic areas in the city that fall within the highest cost burden ranges, located near Education Hill, downtown, and west of downtown (**Exhibit 17**). The City of Redmond Housing Needs Assessment also found that cost burden disproportionately affects lower income households, renter households, elderly residents, and young adults under the age 24²³.

²³ City of Redmond, Housing Needs Assessment, July 28, 2020.

Exhibit 16. Housing Cost Burden by Race and Ethnicity, Redmond, 2020



Source(s): HUD CHAS, 2020; CAI 2023.

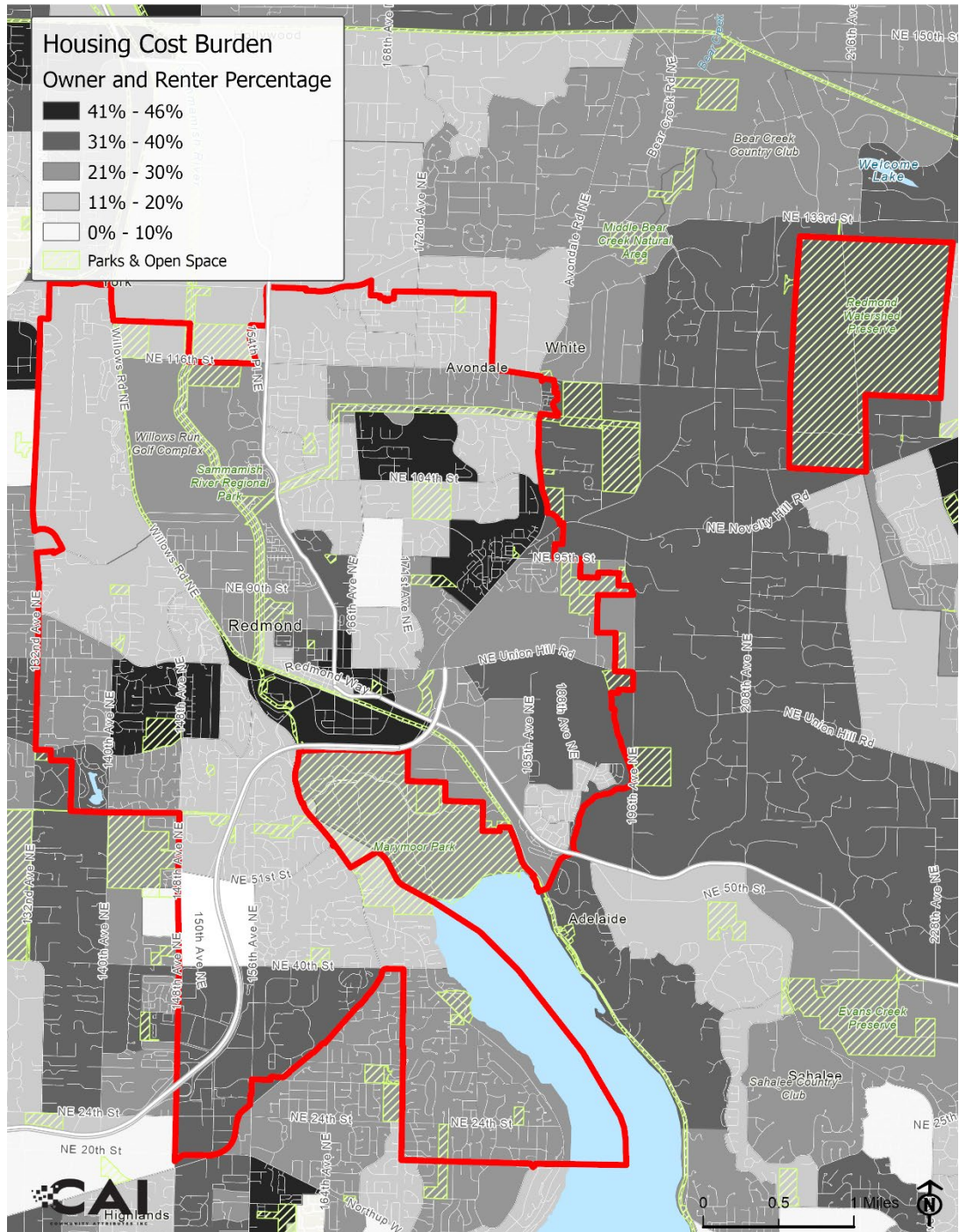
Note: A.I.A.N. = American Indian or Alaska Native; P.I. = Pacific Islander

The Housing Needs assessment also looked at housing production and housing needs and found that²⁴:

- Compared to neighboring cities on the Eastside, Redmond has one of the highest shares of multifamily housing. Around 72 percent of new units built in Redmond from 2010-2019 were multifamily housing.
- Redmond lacks housing diversity which limits the variety of housing available for ownership. The City lacks middle and single-family attached housing, such as duplexes, multiplexes, and townhomes, as well as senior housing facilities. This limitation makes finding housing in Redmond difficult or unattainable to some people who need or prefer to rent housing or who can only afford lower-cost housing types for homeownership.

²⁴ Ibid.

Exhibit 17. Housing Cost Burden by Block Group, Redmond, 2021



Source(s): U.S. Census Bureau ACS 5-Year Estimates, 2017-2021; CAI, 2023.

Economy

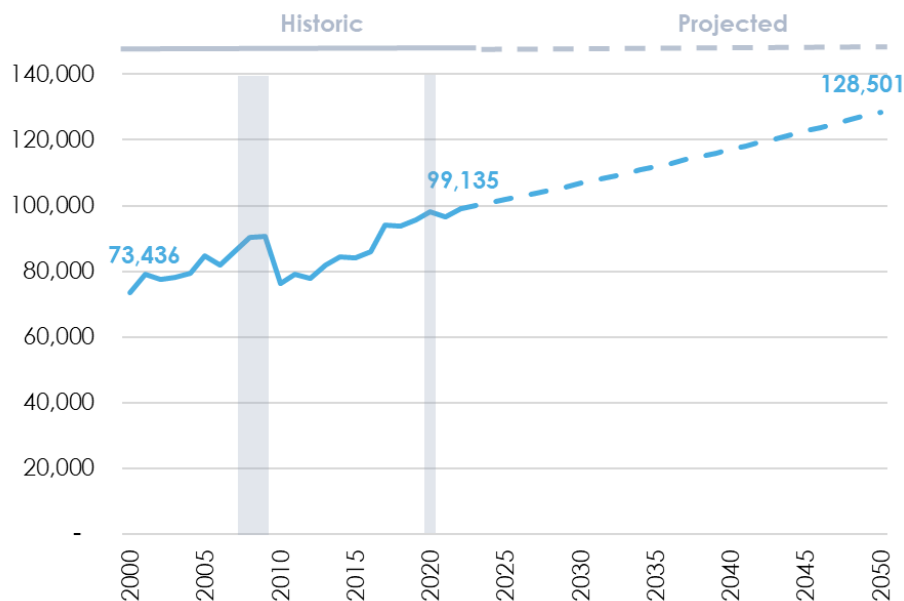
Employment

From 2011 to 2021, employment growth in Redmond outpaced the Puget Sound Region average.

Employment in Redmond increased from 73,400 jobs in 2000 to more than 99,000 jobs in 2022 (**Exhibit 18**). During this time, Redmond experienced several years of employment declines, mostly ensuing periods of recession. Following the Great Recession in 2010, Redmond lost more than 14,000 jobs and an additional 1,600 jobs were lost during the COVID-19 pandemic in 2021.

As part of Redmond 2050, a preferred growth alternative was developed that projects 33,000 jobs will be added by 2050. Most of the growth is planned to occur in Redmond's center, with 14,500 jobs being allocated to Overlake Metro Center and 5,000 jobs to the Downtown Urban Center²⁵.

Exhibit 18. Historic and Forecast Covered Employment, City of Redmond, 2000 - 2050



Source(s): Puget Sound Regional Council, 2023; Community Attributes, 2023.

Note: Shaded areas represent recessions as determined by the National Bureau of Economic Research.

Between 2011 and 2021, Redmond's employment grew at a faster rate than the Puget Sound region (**Exhibit 19**). Redmond ranked third for employment growth among benchmark communities, having experienced faster growth

²⁵ Redmond 2050 Preferred Growth Alternative, City of Redmond, July 18, 2023.

than Raleigh and Bellevue, but slower growth than Hillsboro and Mountain View.

Exhibit 19. Historic Employment Growth, 2011 - 2021

	2011-2021	
	% Change	CAGR
Redmond	22%	2.0%
Bellevue	19%	1.7%
Bothell	22%	2.0%
Mountain View	45%	3.8%
Hillsboro	26%	2.4%
Raleigh	13%	1.2%
Puget Sound Region	19%	1.7%

Source(s): Puget Sound Regional Council, 2023; City of Mountain View Economic Vitality Element, 2023; US Census Bureau OnTheMap, 2023; Community Attributes, 2023.
Note: CAGR stands for Compound Annual Growth Rate and measures average annual growth rate over a given period.

Employment by Industry

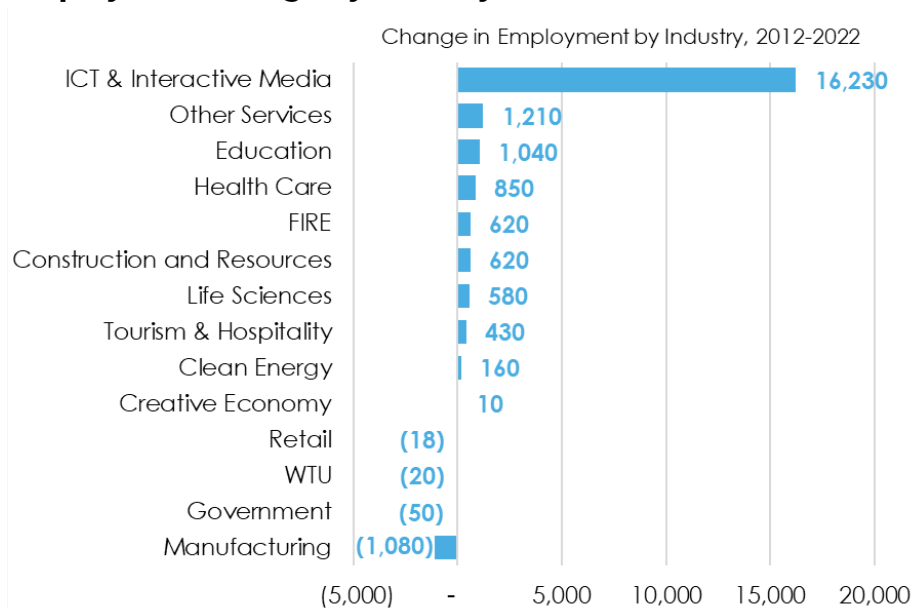
Employment by industry trends analysis utilizes industry clusters that were identified in collaboration with the City of Redmond, OneRedmond, and from the analysis of employment data. The definitions used for these industry clusters are consistent with existing national, statewide, and regional industry cluster studies from PSRC, the Department of Commerce, Life Science Washington, the Washington Technology Industry Association, and others. These definitions are included in Appendix A. It should be noted that these definitions mostly include what constitutes the “core” activities for each cluster and therefore not all industries in Redmond have been assigned to an industry cluster. Remaining industries have been categorized in an Other Services category which is relatively large and includes some professional, scientific, and technical services, some administrative and support services, and other services not elsewhere specified.

Job growth in Redmond in the past ten years was led by the Information Communication and Technology (ICT) and Interactive Media industry.

In 2022, the ICT and Interactive Media cluster employed over 62,000 workers in Redmond and made up 63% of the covered employment, with Microsoft alone accounting for over 47,000 jobs. The “Other Services” category made up the next largest industry by employment, accounting for 7% of jobs in Redmond in 2022, followed by Wholesale Trade (4%), Transportation and Utilities (WTU) (4%), Health Care (4%), Retail (4%), and Tourism & Hospitality (4%).

Redmond’s employment grew by 21,000 jobs between 2012 and 2022. Roughly 76% of the growth (16,230 jobs) was in the ICT and Interactive Media sector (**Exhibit 20**). Over the same period, the manufacturing sector lost over 1,000 jobs. Retail, WTU and Government employment also declined slightly.

Exhibit 20. Employment Change by Industry, Redmond, 2012-2022



Source(s): Puget Sound Regional Council, Preliminary Estimates, 2023; Community Attributes, 2023.

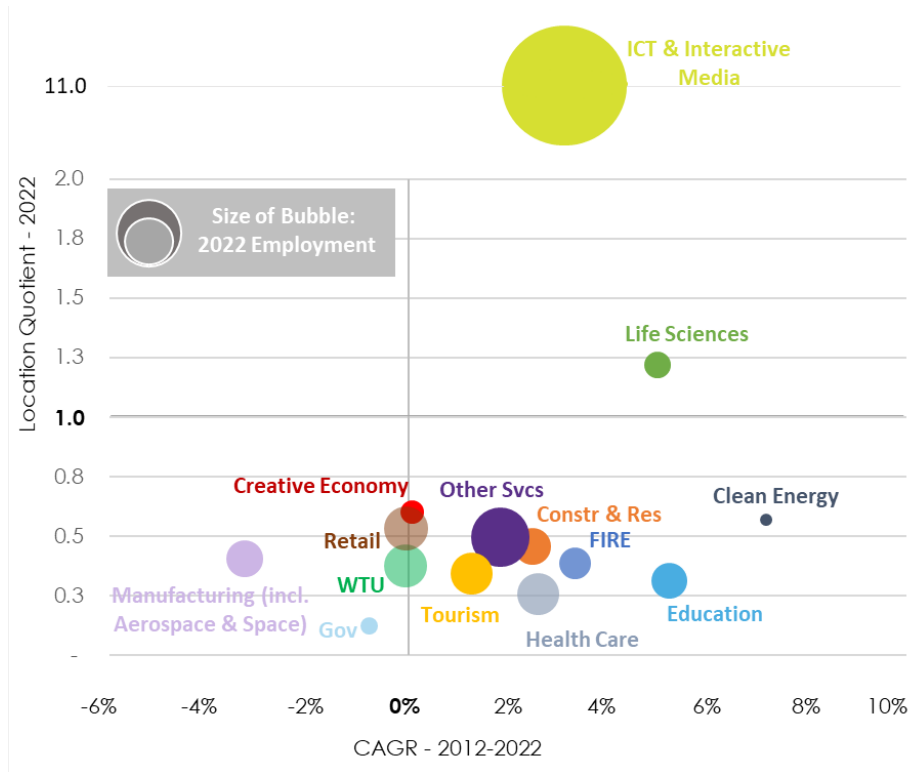
Note: ICT stands for Information and Communication Technology; WTU stands for Wholesale, Transportation, and Utilities; FIRE stands for Finance, Insurance and Real Estate.

ICT & Interactive Media is by far the most concentrated industry in Redmond - 11 times more concentrated than the US average.

Location quotients refer to the proportion of jobs within specified industries in a specific geographic area (Redmond) compared to the proportion of jobs within those same industries of a larger reference area (the Nation). A location quotient greater than 1 demonstrates Redmond has a larger share of jobs in an industry compared to the Nation and can indicate the industries that drive the county economy. A high location quotient in a particular industry may present opportunities for additional growth of that industry, or related industries, because of competitive advantages such as an existing skilled labor pool, suppliers, facilities, or transportation hubs in the county.

ICT & Interactive Media is by far the most concentrated industry in Redmond - with a location quotient (LQ) of 11.3 - meaning that on a per job basis, the industry is 11 times more concentrated than the US average (**Exhibit 21**). Life sciences is the only other industry with a location quotient higher than 1. The fastest growing clusters in Redmond from 2012 to 2022 were Clean Energy (7.2%), Education (5.2%), and Life Sciences (5%).

Exhibit 21. Industry Clusters by Size, Employment Change and Concentration relative to US, Redmond



Source(s): Puget Sound Regional Council, Preliminary Estimates, 2023; Community Attributes, 2023.grow
 Note: ICT stands for Information and Communication Technology; WTU stands for Wholesale, Transportation, and Utilities; FIRE stands for Finance, Insurance and Real Estate.

Occupational Employment

Redmond employed computer and mathematical workers at nearly 10 times the national rate in 2022.

The top five occupational categories in Redmond in terms of the number of jobs in 2022 account for 70% of total employment. Computer and mathematical occupations are nearly 10 times more concentrated in Redmond than in the US. Other occupations with a location quotient higher than 1 include arts, design, entertainment, sports, and media, business and financial operations, architecture and engineering, and legal.

Management occupations had the highest median wages in 2022 at \$141,800, followed by computer and mathematical occupations (\$134,700).

Exhibit 22. Occupational Employment and Concentration relative to US, Redmond, 2022

Occupation	Jobs	Share of Jobs	LQ	Median Wage
Computer and Mathematical	32,500	33%	9.7	\$134,700
Business and Financial Operations	12,900	13%	2.0	\$86,000
Office and Administrative Support	8,900	9%	0.7	\$50,200
Sales and Related	8,200	8%	0.9	\$47,700
Management	6,500	7%	1.0	\$141,800
Food Preparation and Serving Related	4,600	5%	0.5	\$37,500
Arts, Design, Entertainment, Sports, and Media	3,300	3%	2.4	\$74,100
Production	3,100	3%	0.5	\$49,900
Transportation and Material Moving	3,100	3%	0.3	\$46,900
Architecture and Engineering	2,800	3%	1.7	\$101,500
Construction and Extraction	2,200	2%	0.5	\$73,200
Installation, Maintenance, and Repair	2,000	2%	0.5	\$62,900
Educational Instruction and Library	1,600	2%	0.3	\$64,800
Healthcare Practitioners and Technical	1,600	2%	0.3	\$101,200
Healthcare Support	1,100	1%	0.2	\$40,000
Legal	1,000	1%	1.2	\$101,100
Life, Physical, and Social Science	900	1%	1.0	\$83,000
Building and Grounds Cleaning and Maintenance	900	1%	0.3	\$40,300
Personal Care and Service	900	1%	0.5	\$42,200
Protective Service	600	1%	0.3	\$55,200
Community and Social Service	500	1%	0.3	\$59,400
Total	99,200	100%		

Source(s): Puget Sound Regional Council, 2023; Bureau of Labor Statistics, 2023; Washington State Employment Security Department, 2023; Community Attributes, 2023.

Note: Median wage data is for the Seattle MSA region.

Shaded rows represent occupational categories with a location quotient (LQ) greater than 1.

Employer Size

Roughly 93% of businesses in Redmond have less than 50 employees and these firms employ just over 18% of all workers in Redmond.

Of the total 3,875 businesses in Redmond in 2020, two thirds had 4 or less employees. Those businesses employed 2.5% of workers in the city. On the other end, in the same year, businesses with 100 employees or more represented 4% of all businesses in the city and employed 73% of the workers (**Exhibit 23**).

Exhibit 23. Share of Businesses by Size and Workplace Employment, Redmond, 2020

Size	% of Total Employment	% of Total Businesses
1 to 4	2.5%	67%
5 to 9	2.9%	10%
10 to 19	4.7%	8%
20 to 49	8.3%	7%
50 to 99	8.6%	3%
100 or more	73.1%	4%

Source(s): Puget Sound Regional Council, 2020; Community Attributes, 2023.

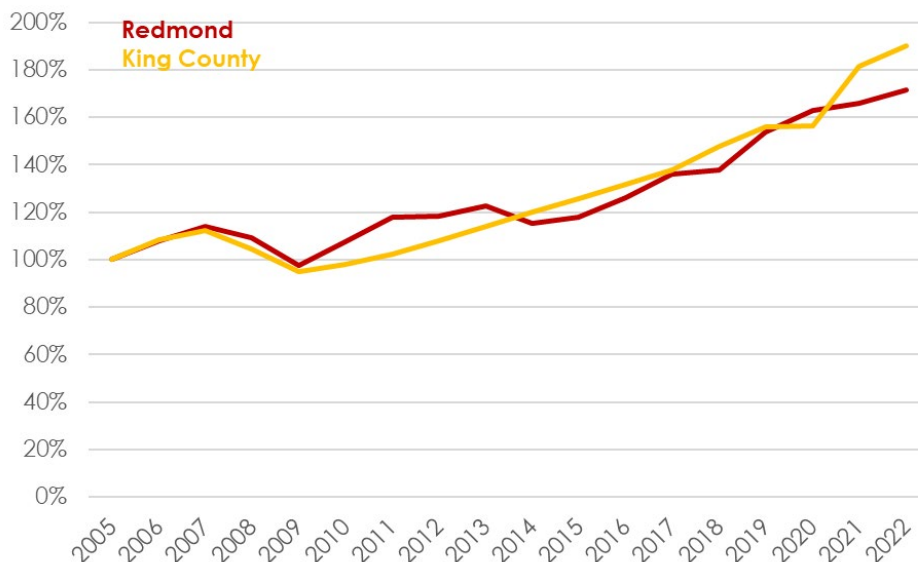
Retail Sales

Redmond’s retail sales generated by the retail trade sector are attributable largely to furniture, sports and hobbies, general merchandise and building materials.

This section analyzes taxable retail sales generated by the retail trade sector²⁶. After adjusting for inflation, retail sales in Redmond grew by 14.5% between 2005 and 2022, from \$1 billion in 2005 to \$1.2 billion in 2022. Throughout this period, retail sales in Redmond represented between 4% and 5% of total retail sales in King County. Retail sales in Redmond fluctuated more than the totals for King County and increased at a slower pace (1.2% per year on average compared to 2.2% for King County).

²⁶ NAICS 44 and 45. Does not include taxable retail sales generated in the city from other sectors like restaurants or bars or arts and entertainment.

Exhibit 24. Taxable Retail Sales Indexed Growth (2005=100%), Retail Trade, 2005-2022



Source(s): Washington State Department of Revenue, 2023; Community Attributes, 2023.

Furniture, electronics, and appliance sales represent the largest share of taxable sales - \$326 million and nearly 28% of all retail sales in 2022 (**Exhibit 25**). The next largest retail sales categories are sports and hobbies (\$321 million), general merchandise (\$227 million), and building materials (\$111 million).

The fastest growing retail industry from 2017 to 2022 is sports and hobbies, with a total change of 145% and a compound annual growth rate (CAGR) of 20% in that period. Fuels stations are another retail industry that is growing rapidly in Redmond, showing a CAGR of 10% from 2017-2022. Furniture, electronics, and appliances along with building materials also show growth, each with a CAGR of 6% from 2017-2022. In contrast, auto, which includes motor vehicles and parts dealers, saw the largest decline in retail sales in Redmond, showing a total change of -35% and a CAGR of -8% from 2017 to 2022.

Exhibit 25. Taxable Retail Sales by Industry, Retail Trade, Redmond, 2022

Industry	2022 Taxable Retail Sales	% of Total	% Change (2017-2022)	CAGR (2017-2022)
Furniture, Electronics & Appliances	\$326,276,900	28%	32%	6%
Sports and Hobbies	\$321,423,000	27%	145%	20%
General merchandise	\$227,334,900	19%	5%	1%
Building Materials	\$111,704,400	10%	35%	6%
Clothing/Jewelry/Leather	\$58,702,600	5%	22%	4%
Food and Beverage	\$40,326,200	3%	-1%	0%
Health and Personal Care	\$39,879,600	3%	27%	5%
Auto	\$38,366,800	3%	-35%	-8%
Fuel Stations	\$10,670,600	1%	59%	10%
Total	\$1,174,685,000	100%	36%	6%

Source(s): Washington State Department of Revenue, 2023; Community Attributes, 2023.

Redmond ranked sixth on retail sales per capita among all cities in King and Snohomish County that reported at least \$1 billion in total retail sales or higher in 2022.

Exhibit 26 shows per capita taxable retail sales for cities in King and Snohomish counties with at least 1 billion in taxable retail sales in 2022. Among these cities, Redmond had the sixth highest per capita retail sales in 2022. Bellevue and Kirkland were the only other Eastside cities matching this criterion and they ranked third and fifth respectively. In 2022, Redmond's retail sales per capita of \$16,600 was \$11,000 less than that of Bellevue and \$3,000 more than King County's per capita taxable retail sales.

Exhibit 26. Taxable Retail Sales Per Capita, 2021 and 2022 (In 2022 \$)

Geography	Per Capita Taxable Retail Sales (2022\$)	
	2021	2022
Lynnwood	\$57,100	\$57,300
Tukwila	\$60,100	\$55,900
Bellevue	\$27,700	\$26,600
Renton	\$19,500	\$19,500
Kirkland	\$17,800	\$17,100
Redmond	\$16,600	\$15,600
Everett	\$16,500	\$15,400
Auburn	\$15,500	\$14,600
Seattle	\$13,700	\$13,100
Snohomish County	\$13,300	\$12,600
King County	\$14,000	\$13,400

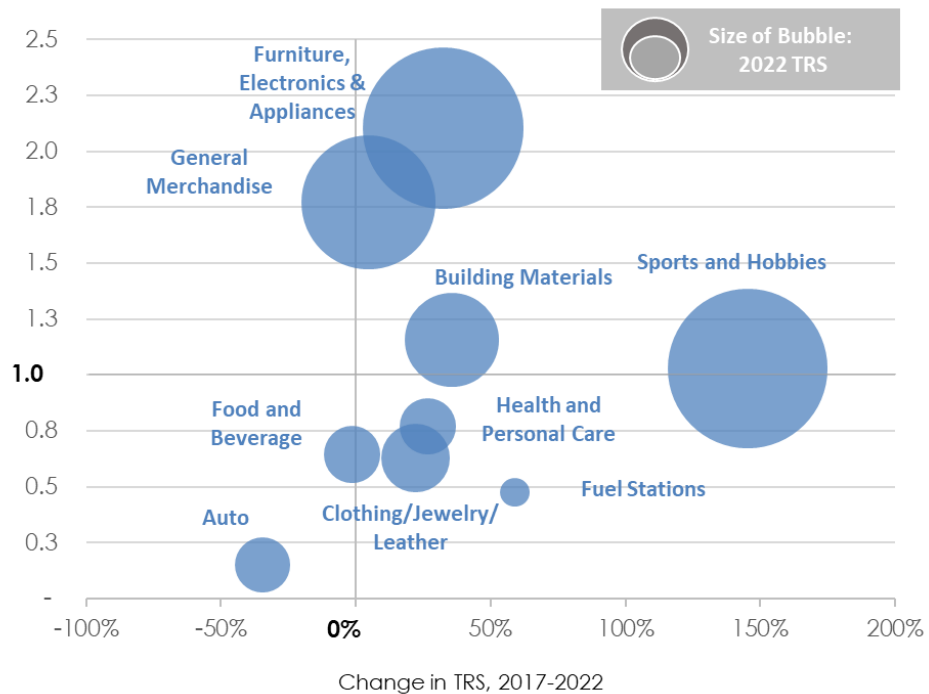
Source(s): Washington State Department of Revenue, 2023; Community Attributes, 2023.

In 2022, the furniture, electronics, and appliances retail sector reported the largest surplus per capita and was the most concentrated retail sector in Redmond.

The retail sales more concentrated in Redmond than King County in 2022 are furniture, general merchandise, and food and beverage (**Exhibit 27**). From 2017 to 2022, the fastest growing retail sales categories were sports and hobbies (145%), fuel stations (59%), building materials (35%), and furniture (32%).

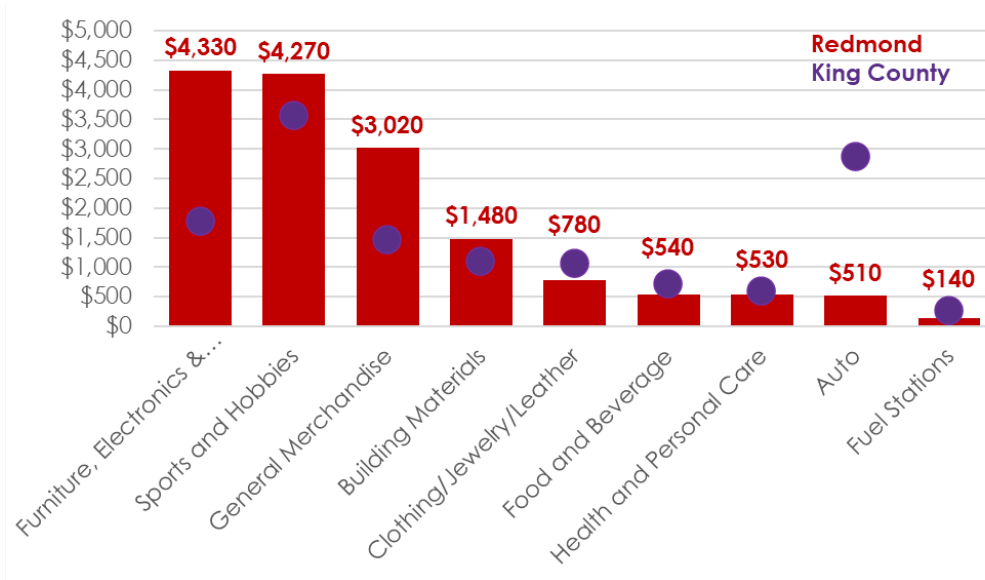
Per capita retail sales in Redmond exceed the King County figure for four industries: furniture, electronics, and appliances, sports and hobbies, general merchandise, and building materials (**Exhibit 32**). In 2022, Redmond’s per capita furniture retail sales were nearly \$2,600 higher than the King County figure. Redmond underperforms in a few industries, with the largest difference in auto retail sales. Per capita auto retail sales in Redmond in 2022 was only \$510, nearly \$2,400 less than King County’s average in this industry. Auto retail, along with food and beverage, and clothing / jewelry / leather may represent retail sectors with opportunity for further growth in Redmond.

Exhibit 27. Retail Sales by Industry, Growth, and Concentration Relative to King County, Redmond



Source(s): Washington State Department of Revenue, 2023; Community Attributes, 2023.

Exhibit 28. Per Capita Retail Sales by Industry, 2022



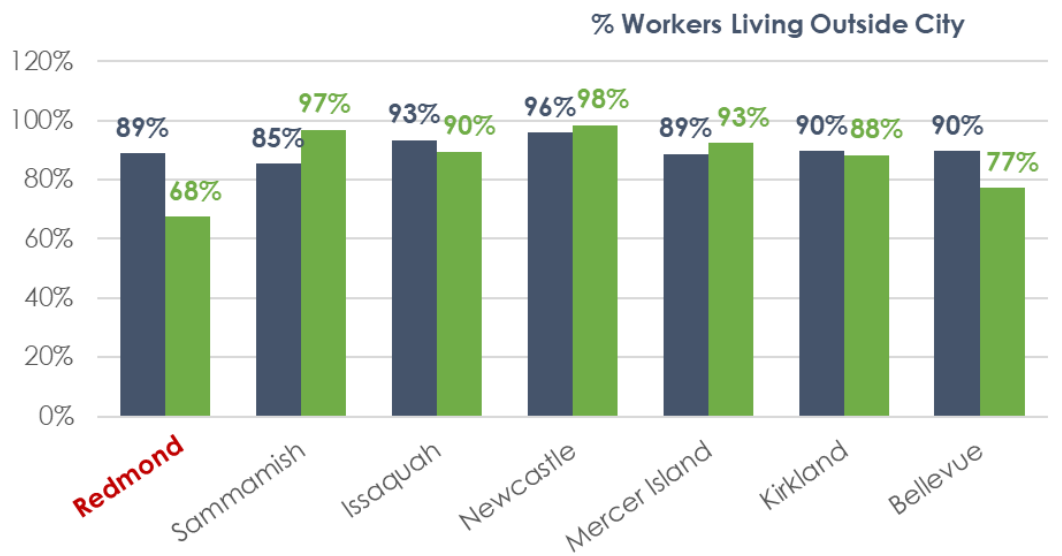
Source(s): Washington State Department of Revenue, 2023; Community Attributes, 2023.

Commute Trends

In 2021, 89% of workers and 68% of residents in Redmond commuted outside the city for work.

In 2021, the latest year for which complete data is provided, the U.S. Census Longitudinal Employer-Household Dynamics (LEHD) program reports that 11,600 residents or 32% of Redmond’s population work in the city. Many of these resident workers (8,756 residents or 77%) work in Overlake (**Exhibit 30**). Roughly 68% of residents work outside Redmond and commute for work to Seattle (25%), Bellevue (16%), Kirkland (5%), and other cities on the Eastside and in the region. When compared to other Eastside cities, Redmond has the lowest share of residents commuting outside the city for work.

Exhibit 29. Inflow/Outflow Shares for Workers and Residents, Redmond, 2021

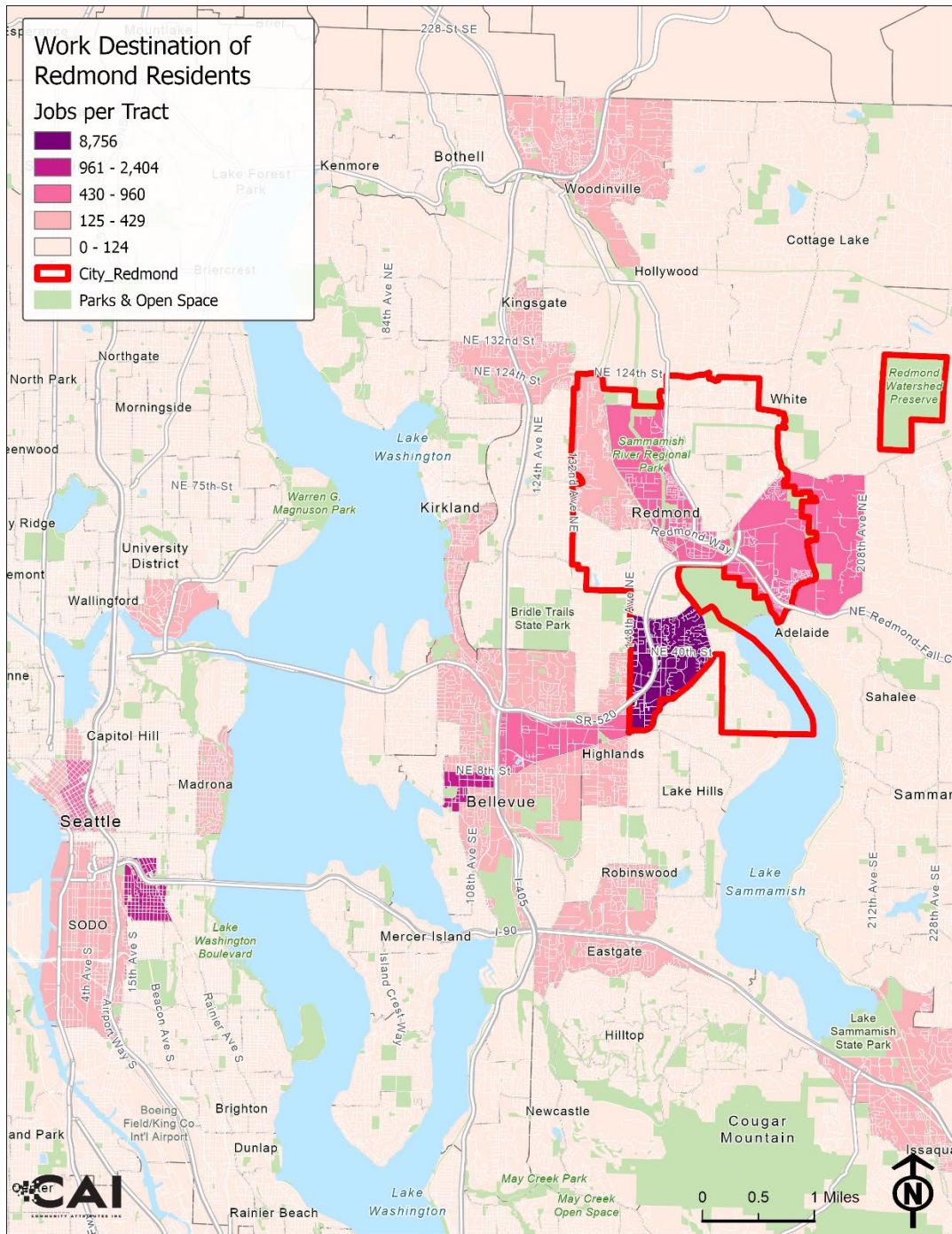


Source(s): LEHD, 2021; Community Attributes, Inc., 2023.

In the same year, 89% of all Redmond workers commuted into the city for work from nearby communities (**Exhibit 31**). Among other Eastside cities shown in **Exhibit 29**, only Sammamish had a lower share of residents working outside the city. The top cities of origin for Redmond workers in 2021 were Seattle (16%), Bellevue (11%), Kirkland (7%), and Sammamish (6%).

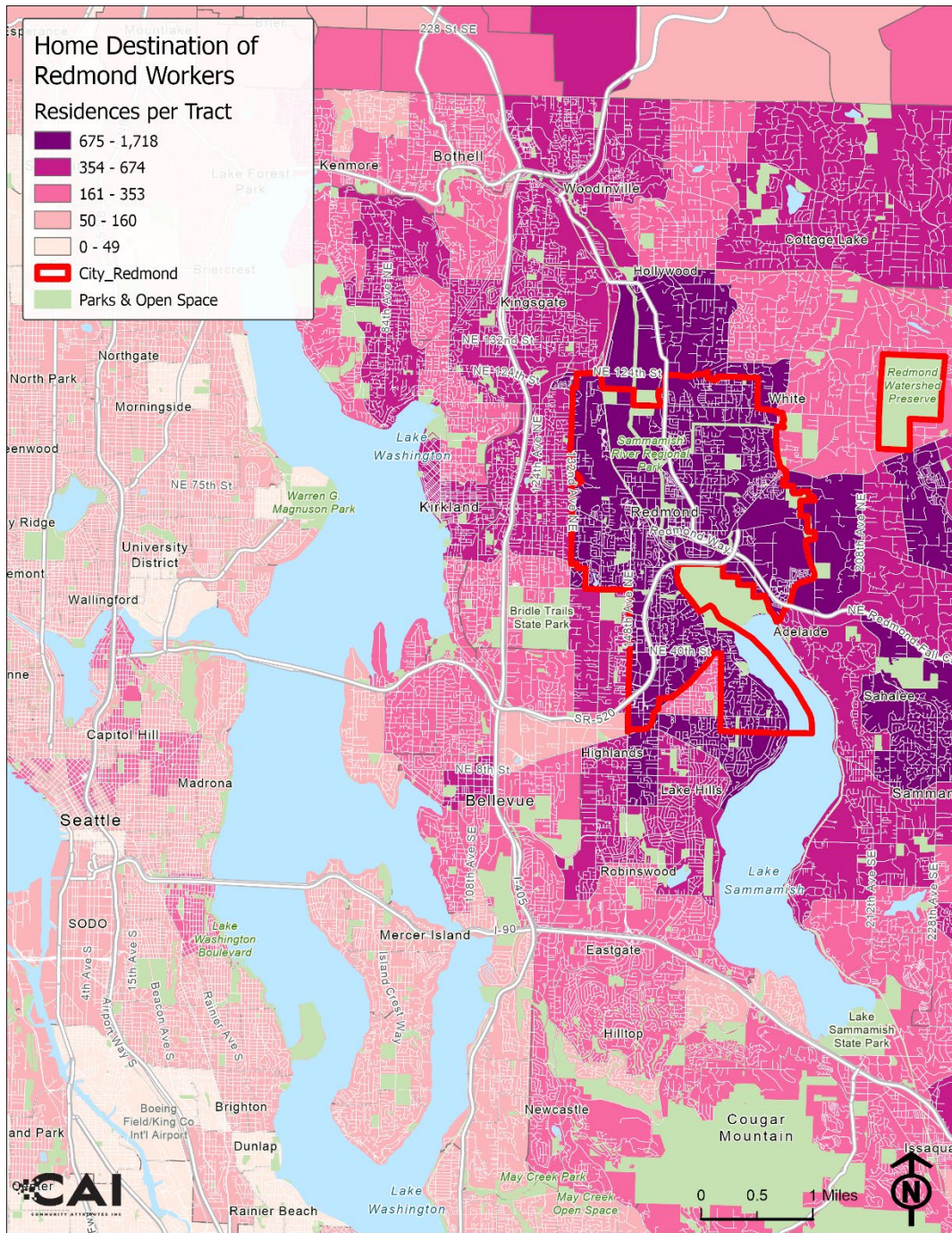
The high share of commuters outside the city creates a burden on the transportation infrastructure, especially during peak commute times. Expanded transit options, such as the opening of four light rail stations that connect Redmond to Seattle, Bellevue, and the rest of central Puget Sound, as well as expanded multimodal options, including the Redmond Central Connector and Eastrail, are expected to help alleviate congestion and reduce commute times.

Exhibit 30. Work Destination of Redmond Residents, 2021



Source(s): LEHD, 2021; Community Attributes, Inc., 2023.

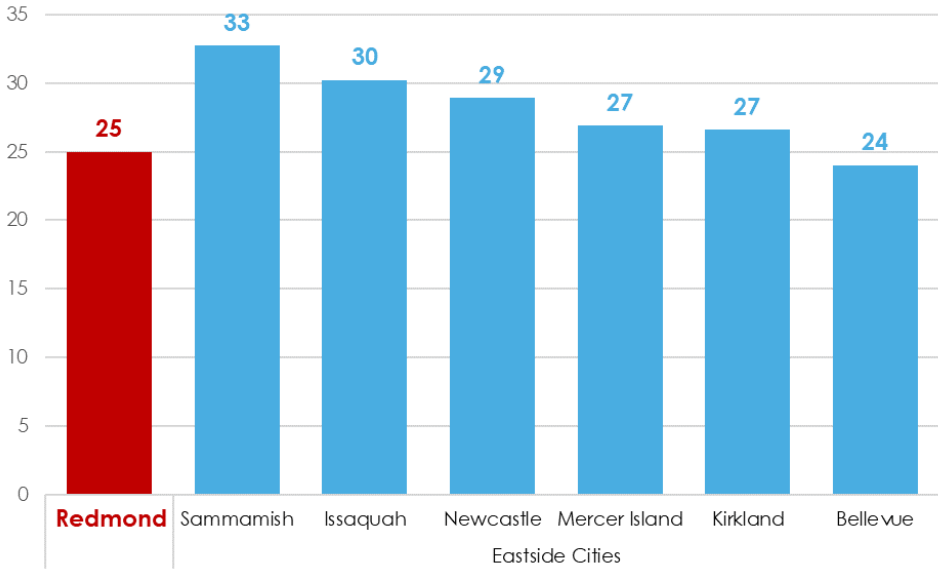
Exhibit 31. Home Destination of Redmond Workers, 2021



Source(s): LEHD, 2021; Community Attributes, Inc., 2023.

In 2021, the average commute time for Redmond residents was 25 minutes, shorter than other surrounding Eastside cities (**Exhibit 32**). The city's lower average commute times may be because although many workers and residents commute outside of Redmond for work, they mostly commute to nearby communities on the Eastside and Seattle.

Exhibit 32. Resident Average Commute Times (in Minutes), 2021



Source(s): U.S. Census Bureau ACS 5-Year Estimates, 2017-2021; CAI, 2023.

Place

Real Estate Market

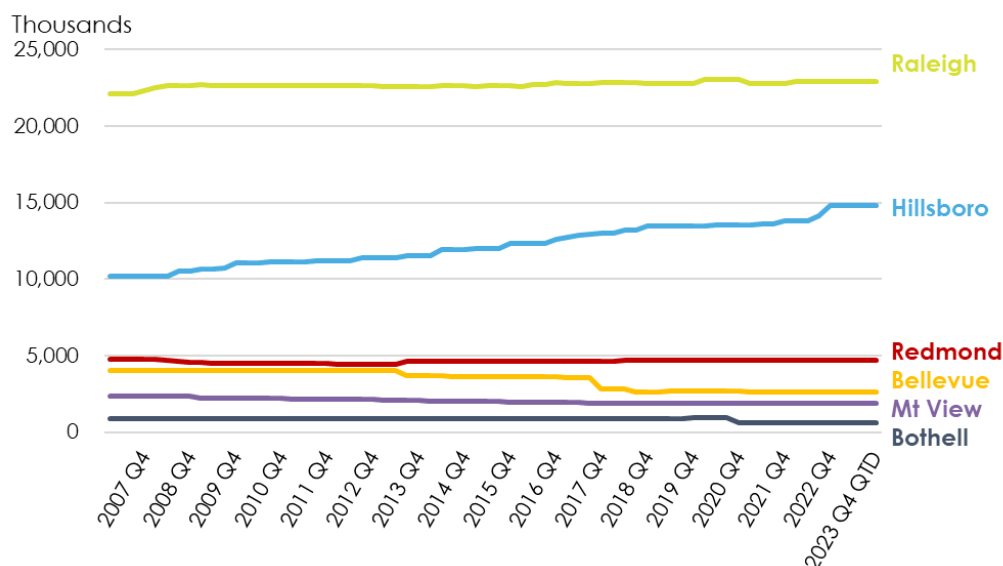
In the following sections, three commercial segments are explored to identify real estate market dynamics and trends that may be contributing to business displacement, as well as inhibiting business expansion or location into Redmond.

Industrial Segment

From 2007 to 2023, Redmond’s industrial inventory declined by 2% and vacancy rates have been very low since 2020.

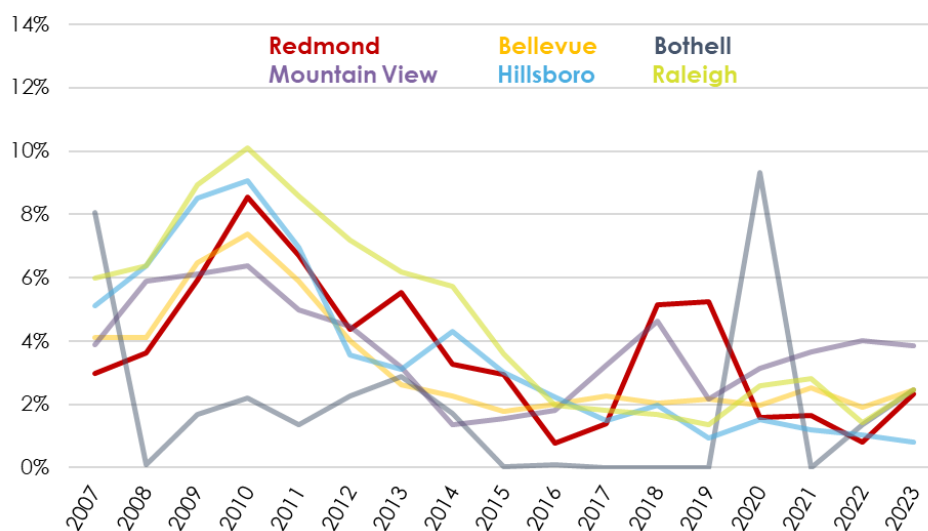
Redmond’s inventory of industrial space, smaller than Hillsboro and Raleigh, but larger than Bellevue, Bothell, and Mountain View amongst benchmark cities, has remained relatively stable since 2007 with around 4.7 million square feet as of Q4, 2023 (**Exhibit 33**). During this time, Bellevue and Bothell lost more than 35% and 30% respectively of their industrial inventory, while Mountain View lost 19%. Bellevue’s inventory has declined dramatically from a peak of 4.1 million square feet to around 2.6 million square feet today, with the erosion likely linked to the redevelopment of the BelRed corridor from a light industrial zone to a mixed-used employment and residential hub served by light rail. On the other hand, Hillsboro added 45% more industrial space from 2007 to 2023.

Exhibit 33. Industrial Built Space Inventory (SF), Redmond & Peers, 2007-2023



Source(s): CoStar 2023; CAI, 2023.

Exhibit 34. Industrial Vacancy Rates, Redmond & Peers, 2007-2023



Source(s): CoStar 2023; CAI, 2023.

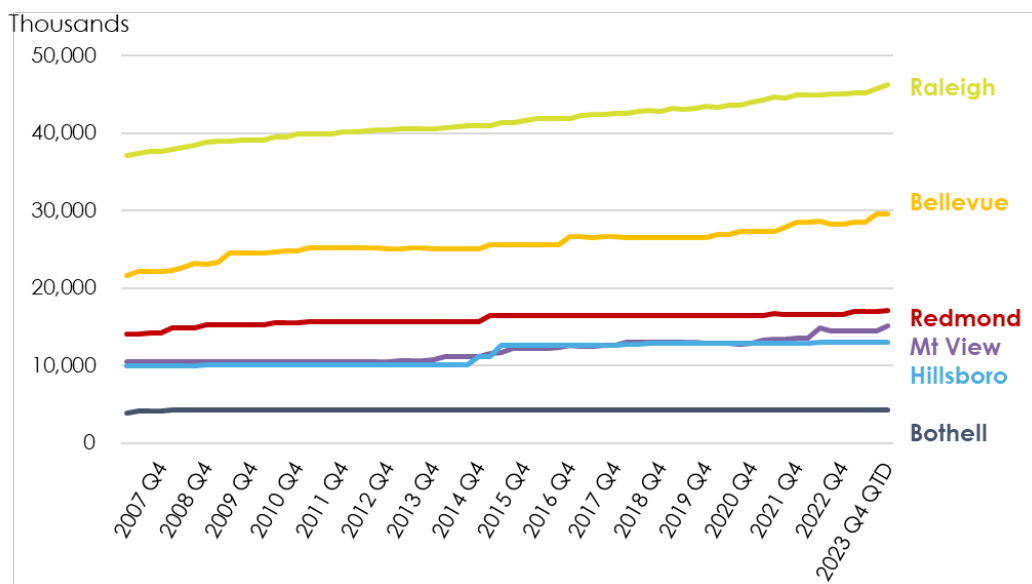
In terms of industrial vacancy rates, Redmond has tracked similarly to most of its peers over the years, apart from Bothell which, with its very low inventory (only 638,000 square feet as of Q4, 2023), has experienced long periods of full occupancy and very low vacancy rates since 2007. Redmond’s industrial vacancy rate experienced an all-time low of .1% in Q3 of 2022 but has since risen to 2.9% - still a too-low rate for the health of the market that may be impeding locations or expansions in the city (**Exhibit 34**). In the last decade, only four buildings, totaling 284,000 square feet, have been delivered to the Redmond industrial market.

Office Segment

Redmond’s inventory of office space has not increased significantly for many years and vacancy rates are extremely low by regional standards and relative to most benchmark cities.

At 17 million square feet, Redmond’s inventory of office space was second only to Raleigh and Bellevue among benchmark cities in Q4 of 2023. Office inventory in Redmond and all benchmark communities grew between 2007 and 2023. Growth in Redmond was 22%, most similar to Raleigh (25%), but less than Hillsboro (30%), Bellevue (37%), and Mountain View (44%) (**Exhibit 35**). In the last decade, seven new buildings totaling around 1.5 million square feet have been delivered to the Redmond market.

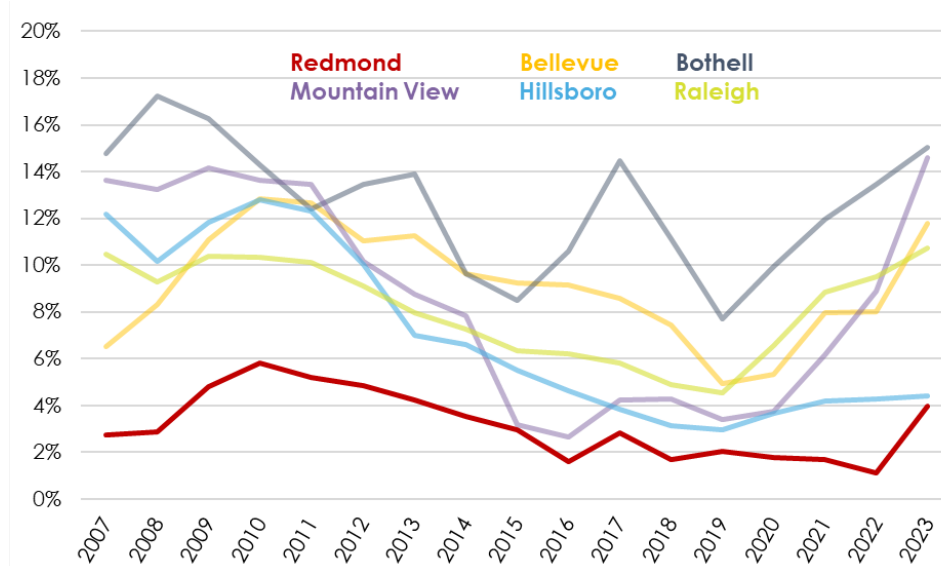
Exhibit 35. Office Inventory (SF), Redmond & Peers, 2007-2023



Source(s): CoStar 2023; CAI, 2023.

Office vacancy in Redmond has historically trended lower than all benchmark cities (**Exhibit 36**). Office vacancy rates sharply increased during the pandemic and are continuing to increase through today - in Redmond more than doubling from a tight 1.9% at the end of 2019 to 5% today. However, despite the sharp increase, Redmond’s office vacancy rate remains much lower than all benchmark communities and the Puget Sound region average of 13% in Q3 of 2023.

Exhibit 36. Office Vacancy Rates, Redmond & Peers, 2007-2023



Source(s): CoStar 2023; CAI, 2023.

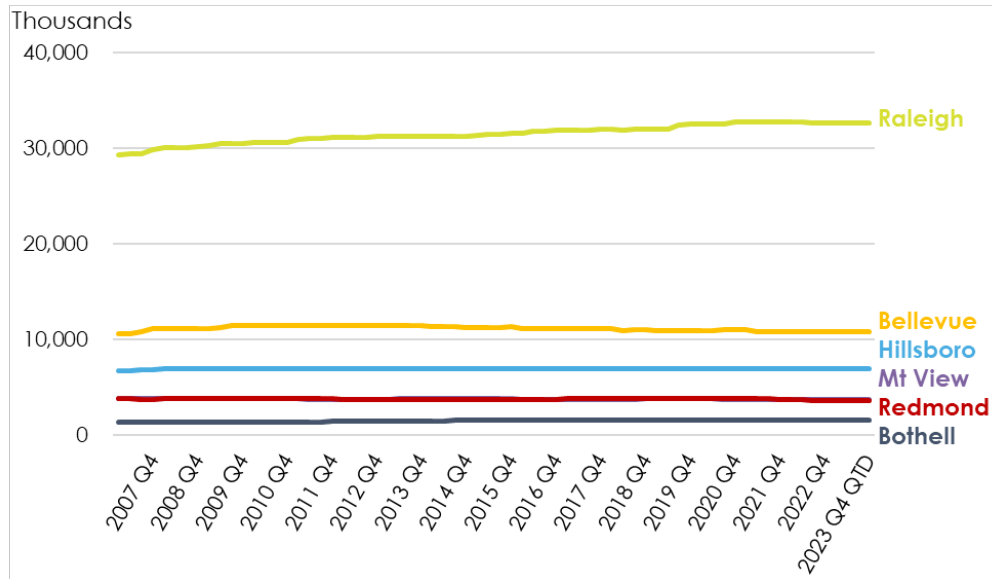
Retail Segment

From 2010 to 2022, Redmond's retail square feet per capita declined by 31%, the most of all benchmark cities, and retail vacancies at 1% are extremely low.

As of Q4 2023 to date, Redmond had around 3.6 million square feet of retail space in total, down from 3.8 million square feet in Q1 of 2007. On a per capita basis, Redmond had a higher retail inventory than Bothell (33 square feet) and Mountain View (46 square feet), but lower than Hillsboro (65 square feet), Raleigh (69 square feet), and Bellevue (71 square feet) in 2023 (**Exhibit 37**). Retail inventory per capita declined in all benchmark cities between 2010 and 2023, but Redmond experienced the highest decrease at 31%.

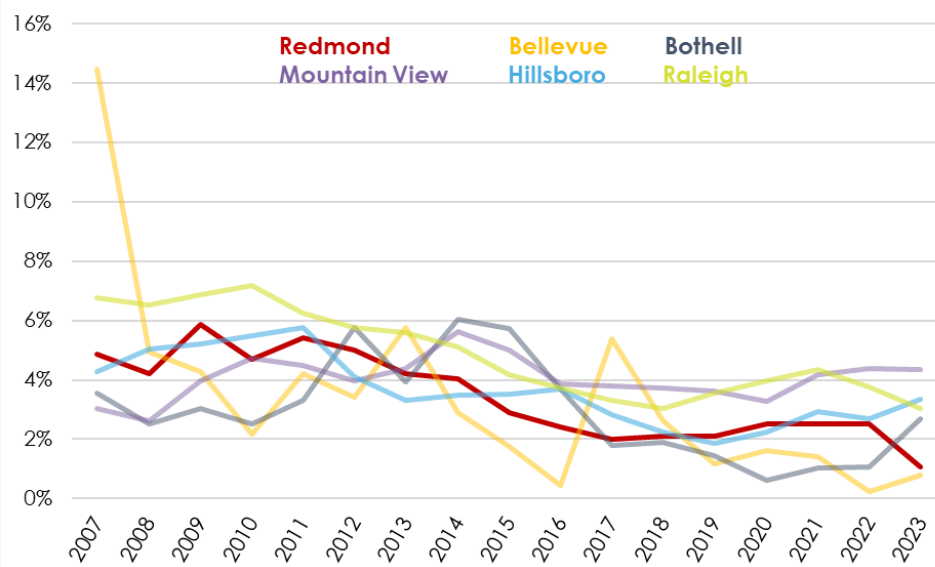
Retail vacancy rates have generally trended downward since peaking around 2009 and dropped to an all-time low in Redmond of 1.1% in 2023 (**Exhibit 38**). Only Bothell and Bellevue had lower retail vacancy rates in recent years. As a vacancy rate of 3% is considered healthy because it represents a market balanced between tenants and owners, these extremely low vacancy rates, and the lack of new deliveries (only two new buildings totaling 162,000 sf built in the last decade in Redmond), indicate that demand is outstripping supply of this commercial typology. This dearth of space is also driving up lease rates and likely impacting smaller and independently owned business viability in Redmond.

Exhibit 37. Retail Inventory (SF) Per Capita, Redmond & Peers, 2010-2023



Source(s): CoStar 2023; CAI, 2023.

Exhibit 38. Retail Vacancy Rates, Redmond & Peers, 2007-2023



Source(s): CoStar 2023; CAI, 2023.

STRENGTHS, WEAKNESSES, OPPORTUNITIES, & THREATS (SWOT) ASSESSMENT

Internal	
Strengths	Weaknesses
Growth in Redmond's BIPOC population.	Extremely high and rising housing prices & cost of living in Redmond.
Most educated amongst benchmark communities.	89% of Redmond workers commute into the city for work.
High median household income (increased buying power).	High median household income (price pressure on housing).
Shorter commute times than areas peers.	Manufacturing sector lost 1,000 jobs in 10 years.
New commuter light rail stations in employment hubs Downtown and Overlake.	More than 3/4 of job growth was in ICT and Interactive Media (vulnerability to contraction / consolidation).
Strong jobs center with employment having grown by 21,000 jobs in 10 years.	Only Life Sciences, ICT, and Interactive Media industries are more concentrated in Redmond than in the region.
Studies conducted and initiatives underway to support Redmond's Creative Economy.	Industrial, retail, and office real estate inventory and vacancy rates are too low.
Institutional support + anchor employers for Space cluster.	Lack of parking in congested areas, including Downtown.
City of Redmond third in the state for number of Life Sciences facilities.	Lack of "last mile" transport options.
Redmond's Tourism Program and Grants are growing visitation to the city through events funding.	Demand for low-income housing exceeds supply in Redmond.
Major tourism and recreational assets including 1,300 ac of parks, 56 miles of trails, golf courses and extensive river / creek and lake access.	Costs, including permitting, have risen unsustainably for hosting events in Redmond.
Presence of numerous major company headquarters in and around Redmond.	Re-commitment needed, and implementation of strategies, for creative sector in Redmond.
Downtown Redmond WalkScore of 80+	Lack of the presence of a workforce development council in East King County or a local entity to serve as a single point of contact for workforce, and businesses being unaware of workforce development resources
Redmond's strong focus on Diversity, Equity, and Inclusion, as well as Environmental Sustainability.	Development permitting is costly and time consuming in Redmond.
Organizations dedicated to promoting Redmond, including ExperienceRedmond.com, Redmond Space District, OneRedmond, Innovation Triangle and others.	

External

Opportunities	Threats
High growth trajectories of ICT, Interactive Media, Life Sciences, and Clean Energy industries in WA and US.	Periodic consolidation within tech industries.
Exploding demand for satellite internet and services nationwide.	Deteriorating security / public safety in neighboring cities, possible spillover threat to Redmond.
Remote work offers access to a broader talent pool for Redmond companies.	Region-wide housing crisis putting additional pressure on Redmond housing prices & inventory.
Sound Transit connectivity across Lake Washington to Seattle coming in 2025.	Remote work is putting pressure on Redmond companies to divest themselves of physical space.
Redmond's proximity to major transportation infrastructure & assets including SeaTac, Port of Seattle, Link, Sounder, Amtrak, and interstates.	Persistent regional traffic congestion on approaches to Redmond such as on I-405.
Lake Washington School District one of best in the State.	Opaque / overlapping role clarity for CBOs working in Redmond and Eastside cities.
Strong capacity, motivation, and resources of community and economic development orgs / CBOs.	High growth trajectories for two regional growth Centers (Downtown and Overlake), and Marymoor, an emerging countywide growth center, require careful planning for livability.
The Innovation Triangle, a partnership between Redmond, Bellevue and Kirkland, dedicated to building and maintaining the world's foremost innovation and technology center.	Extremely low vacancy rates in industrial and commercial real estate threaten availability of space for expansion / location in Redmond.
Redmond's global reputation as a hub for all things tech.	
The manufacturing, research and development, light industry, wholesale, assembly, and distribution activities in Southeast Redmond.	
Presence of eight universities / colleges in the region.	
Redmond ranked #12 in the nation as one of the Top 100 Best Places to Live in America by Money Magazine in 2019.	

INDUSTRY CLUSTER DEFINITIONS AND PROFILES

ICT and Interactive Media

The ICT and Interactive Media sector is comprised of internet services and publishing activities, electronic retail, software and computer business services, software publishing, telecommunications, and related manufacturing²⁷. Business services include cloud computing, computer training, and various software and computer business consulting.

Current Conditions

Statewide, the tech sector has been the fastest growing sector in Washington state with a 33% increase in jobs between 2019 and 2022²⁸. Between 2015 and 2020, the sector was responsible for 46% of all wage and salary growth and 71% of net job growth in Washington. The tech sector has nearly doubled its share of statewide covered employment, rising from less than 5% in 2007 to more than 10% in 2022.

In Redmond, the ICT and Interactive Media are a mainstay of the city's economy and identity and underpin the emergence of other tech-reliant industries including commercial space, aerospace, and life sciences. The sector added more than 16,000 jobs in Redmond in the past decade - a gain of 35%. Microsoft is the leading ICT and Interactive Media presence in Redmond, with a 502-acre campus employing more than 47,000 workers²⁹. The employment impact of Microsoft in Washington state was most recently estimated at 273,507 jobs, and the employment multiplier was 5.9 - each job at Microsoft supports almost six jobs elsewhere in the state. Microsoft's total output impact in Washington state was estimated at \$59.7 billion and its total labor income impact was \$21.6 billion³⁰.

Redmond is also the home of other key ICT and Interactive Media companies, including Nintendo's US headquarters, a Meta (Facebook) VR development lab, AT&T Mobility, and an array of smaller tech companies and startups such as Pushpay, MediaAlpha, Helion Energy, OneLogin, and Aduro.

Challenges and Growth Opportunities

Despite recent workforce reductions, Washington's tech sector is well-positioned to remain a global center of innovation, with numerous new technologies that will shape communication, manufacturing, and other industries like maritime, clean energy and healthcare. Key growth areas will include:

²⁷ Washington Technology Industry Association (WTIA), 2023; Washington Interactive Network, 2014.

²⁸ Technology Sector Economic Outlook in Washington State and the Greater Seattle Region, Washington Technology Industry Association (WTIA), 2023.

²⁹ Microsoft Redmond Campus Fact Sheet, Microsoft, 2022.

³⁰ Ibid.

- Generative artificial intelligence (AI) and intelligent applications
- 5G and “edge computing” (a distributed computing paradigm that brings computation and data storage closer to the Source(s) of data) contributing to the Internet Of Things (IoT)
- Continued growth of the cloud and Washington’s status as one of the world’s largest cloud computing hubs
- Satellite broadband
- ICT solutions for healthcare and clean energy (for example, “digital biology” to map RNA, 5G applications for monitoring remote wind turbine facilities, improved mechanical and production efficiencies on the factory floor etc.)

To capitalize on these growth opportunities, the tech sector requires ongoing support to address potential challenges the sector is facing:

- Policy and regulatory issues and economic uncertainty (high interest rates, geopolitical uncertainties etc.).
- Unfilled jobs across the sector and in other sectors that rely on science, technology, engineering, and math (STEM) talent and computational thinking skills.
- Shifting to a hybrid work model and disruptions of commercial real estate market.
- A more diffuse labor market (or the “suburbanization” of tech).

Commercial Space & Aerospace

The space and aerospace industry cluster includes³¹:

- Radio and television broadcasting and wireless communications equipment manufacturing, which includes satellite manufacturing.
- Space Vehicle Manufacturing Propulsion Units and Parts for Space Vehicles and Guided Missiles, including the development and manufacture of rocket engines and major spacecraft components.
- Nonscheduled Chartered Freight Air Transportation, which includes private space launch services and launch-sharing coordination.
- Satellite Telecommunications, focusing on businesses that provide telecommunication services to other industries, including resellers of these services.

³¹ Puget Sound Regional Council, 2022; Aerospace Futures Alliance, 2018.

Current Conditions

A recent report by the Puget Sound Regional Council found that the central Puget Sound Region has experienced a doubling in employment and activity in the space economy since 2018³². The main sources of growth included the development of launch vehicles and related activities by Blue Origin and the advancement of satellite manufacturing and satellite-related services by Starlink, Project Kuiper, LeoStella, and other firms. There has also been an increase in startups that are attracting funding and looking to provide innovative solutions in the field.

While new space experienced rapid growth, traditional aerospace manufacturing in King County is shrinking, having experienced a 41% and 48% decrease in employment and output, respectively, between 2016 and 2021. This decline predates the pandemic, as both output and employment shrank in 2017 and 2018³³.

According to analyses presented at the recent inaugural OneEastside Innovation Summit in Redmond, "the Redmond space district has 3,400 workers in the space sector across 15 companies in the ecosystem, equating to 26% of the state's space workforce working for Redmond Space District companies and 30% of Washington space companies being located in Redmond³⁴." The newly designated Redmond Space District is part of Washington State's broader New Space and Aerospace industry and was created with the aim of supporting Redmond's growing space cluster. Leading Redmond space companies include Aerojet Rocketdyne, Amazon Project Kuiper, Kymeta, Xplore, RBC Signals, SpaceX (unincorporated Redmond Ridge area), and others.

In aerospace, examples of Redmond-area companies include: Honeywell Aerospace with its focus on avionics and sensor development; IDD Aerospace, providing flight deck lighted panels, custom control panel assemblies, keyboards, bezels, switch panels, and aircraft interior lighting solutions; Triumph Aerospace System which engineers, manufactures, repairs and overhauls aviation components, accessories, subassemblies, systems, and aircraft structures; Spectralux Avionics, which designs and manufactures high reliability data link communications equipment.

Challenges and Growth Opportunities

Several regional and state economic development organizations have identified space as a growth opportunity and are investing in those opportunities, including Greater Seattle Partners, PSRC, and the Washington Department of Commerce. PSRC predicts that Washington state's space industry will grow by more than six times by 2045.

³² The Washington State Space Economy: 2022 Update, Puget Sound Regional Council, February 2022.

³³ King County Aerospace Alliance, Air and Space 2030 Strategy, Spring 2023.

³⁴ "Speakers: Space Sector Providing Thrus, Opportunity for Eastside Companies, Economy," 425 Business, November 2, 2023.

The King County Aerospace Alliance Air and Space 2030 strategy identified that King County’s market strengths provide a strong foundation for growth in:

- Sustainability: Movement to reduce emissions of aerospace products and services, as policy, regulatory, and consumer attention on climate change continues to grow
- Innovations in Manufacturing and Maintenance, Repair, and Operations (MRO): Innovative use of tech and/or services in the design, manufacture, maintenance, repair, and operation of aerospace products
- New Space: The development of the private spaceflight industry - a community of individuals and firms working to create and advocate for low-cost spaceflight technologies

The industries expected to be impacted by these growth trends include industries involved in data analysis and cloud storage, earth observations, space-based communication, in-orbit servicing and maintenance, biofuels, solar and electric power supply, and environmental, social, and governance³⁵.

To adapt to shifts underway, the aerospace and space sector needs to overcome the following challenges³⁶:

- Overall sector: Limited ecosystem coordination, regulatory burdens, and disruptive trends
- Supply chain: Global competition, supply chain gaps, and challenges to modernization
- Workforce: Barriers to entry, regional and industrial competition for talent, and insufficient awareness have caused a labor shortage - particularly for specialized and technical roles

Life Sciences (including Biotechnology)

The life science industry can be grouped into five major components: pharmaceuticals, medical devices and equipment, research, testing, and medical labs, bioscience-related distribution, and agricultural feedstock and industrial biosciences.³⁷

Current Conditions

According to a report from Genetic Engineering and Biotechnology News, Washington’s life science cluster has transformed from a top research cluster to one of

³⁵ King County Aerospace Alliance, Air and Space 2030 Strategy, Spring 2023.

³⁶ Ibid.

³⁷ Career Connect Washington Sector Intermediary for Life Sciences, Life Science Washington, 2023.

the top 10 life science clusters (number eight) in the United States³⁸. From 2015 to 2021, Washington’s life science industry employment grew by 33.6% - outpacing both Washington private sector job growth and life science job growth nationally and served as a buffer during the economic downturn³⁹. Much of the growth was fueled by local companies adding commercial and manufacturing jobs, especially in the research, testing, and medical labs and pharmaceutical manufacturing subsectors.

In Redmond, according to Life Science Washington (LSW), there are 53 life sciences facilities, ranking the city fourth among the 136 Washington cities hosting facilities in the cluster (behind only Seattle, Bellevue, and Bothell). Redmond companies prominent in the cluster include Systimmune, Inc., a clinical-stage company developing innovative cancer therapeutics; Inventprise’s three manufacturing facilities focusing on R&D and small-scale drug production suites; Bio-Rad Laboratories, a leading blood, antibody, and autoimmune testing technologies developer; and Eurofins Panlabs, an analytical food testing firm. Just-Evotec, a life sciences company jointly based in Seattle and Germany, opened a new 130,000 square foot lab and manufacturing facility in 2021 to make monoclonal antibodies and re-imagine drug production⁴⁰.

Growth Opportunities

Life sciences was one of a few industries that was resistant to pandemic-related and other recent economic downturns. LSW, in its 2023 economic impact report, identified policy priorities for the sector, including developing a sufficient workforce to sustain Washington’s life science industry; ensuring that business, tax, and regulatory policies enable companies to invest in long-term, high-risk R&D programs; supporting entrepreneurship and start-up mentoring programs; and investing further in research & educational facilities.

While Washington continues to be among the best in the nation in attracting federally funded research (the state ranked eighth in NIH funding with 1,605 awards totaling \$1.168 billion in 2022), the state may lag in translating that research into industry-led R&D and related job growth⁴¹.

Among the most promising areas of opportunity for life science development in Washington are cancer immunotherapies (and other cell therapies) and ultrasound technologies. Emerging areas of innovation include agricultural and marine

³⁸ “Top 10 U.S. Biopharma Clusters,” Genetic Engineering and Biotechnology News, June 3, 2022.

³⁹ Washington State Life Science Economic Impact Report, Life Science Washington, 2023.

⁴⁰ Redmond facility opens to make monoclonal antibodies and re-imagine drug production, Seattle Times, August 19, 2021.

⁴¹ Life Science and Global Health Development In Washington State: Future At Risk, Teconomy Partners LLC, prepared for the Washington Life Science & Global Health Advisory Council, 2017.

biosciences, precision medicine, and digital health/ health information technologies. Examples of promising partnerships in global health include the intersection of big data with population health research and anti-microbial resistance.

Creative Economy

The creative economy comprises an extremely varied collection of activities including both high-earning creatives working in tech occupations and low-earning creatives working in arts, design, entertainment, and media occupations – a disparity further exacerbated by whether a worker is employed or self-employed⁴².

For this study, the creative economy is defined more narrowly and does not include creative technology, which is included in the ICT and Interactive Media cluster. The creative economy definition encompasses architecture and living spaces, culinary arts and beverage, cultural institutions, creative technology, design and advertising, fashion, film, television, and radio, music, performing arts and visual arts, and publishing (excluding software publishing)⁴³.

Current Conditions

According to a 2022 Department of Commerce report, employment in the creative economy (including creative technology) has increased by over 50% between 2011 and 2021⁴⁴. The creative technology sector experienced the highest growth during this period (130%) and was the only sector to grow during the COVID-19 pandemic. Arts sectors such as culinary arts and cultural institutions grew by 46% and 35% respectively between 2011 and 2021, despite a substantial decline during the pandemic. Over the same period, the publishing, fashion, and film sectors have seen a steady decline in employment throughout the state. While music, performing arts and visual arts is the second largest creative sector contributing to the state’s employment it has seen a decline in employment starting in 2018⁴⁵. Roughly 73% of the state’s jobs in creative industries are in King County and most of those jobs are attributed to the creative technology sector⁴⁶.

In Redmond, the creative economy sector (excluding creative technology) has not experienced any growth in the past decade. The City’s 2023 Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan includes an entire chapter devoted to strategies encouraging the development of arts and cultural facilities via the Parks

⁴² “There’s Something About Seattle: 2019 Creative Economy Report,” City of Seattle Office of Arts & Culture, 2019.

⁴³ “Creative Economy Strategic Plan 2022 Update”, Washington State Department of Commerce, 2022.

⁴⁴ “State of Washington Creative Economy Strategic Plan Framework”, Washington State Department of Commerce, March 31, 2023.

⁴⁵ Ibid.

⁴⁶ “Creative Economy Strategic Plan 2022 Update”, Washington State Department of Commerce, 2022.

Planning and Cultural Services Division, Recreation Division and the Redmond Arts and Culture Commission.

Challenges and Growth Opportunities

In the process of developing a strategic plan for the creative economy in Washington, the Department of Commerce identified several challenges for the industry⁴⁷:

- Affordability - high costs of housing, commercial space, office space and materials
- Streamlining engagement and reducing barriers - various processes necessary for participation in the creative economy, including licensing, funding, social safety nets and taxes, could be inaccessible to many
- Evolving landscape and needs - there are a greater range of entry points and types/forms of creative economy businesses, entrepreneurs, and workers, and they are continuously evolving
- Aligning services and better utilizing existing programs to grow the creative economy
- Improving access to arts education and creativity in education and easing educational debt burden

The Puget Sound Regional Council uncovered similar challenges and developed an Arts and Culture Economic Recovery strategy in 2022 to stop the creative brain-drain and improve the region's creative economy. PSRC's report recommends piloting a guaranteed income program for creative workers, pointing to a San Francisco program that paid 130 artists and cultural workers \$1,000 monthly stipends, with the money coming from private and public funds (similar programs have also been piloted in New York and St. Paul, as well as Ireland). The report also highlights the low spending per capita on state arts agencies, with \$0.34 spent per capita in the fiscal year 2022, placing Washington 46th in the nation.

Clean Energy / Clean Tech

According to a PSRC report, "clean tech," also known as the clean energy sector, is comprised of the entirety, or portions, of the following sub-sectors including Energy Generation and Distribution, Residential Construction, Non-residential Construction, Manufacturing, Architectural Services, Engineering Services, Environmental Consulting, Research and Development, and Recycling and Waste. Beyond a sectoral definition, the cluster includes activities around renewable energy generation and distribution - including wind, solar, hydro, bioenergy, and geothermal, energy efficiency, and clean energy storage.

⁴⁷ "State of Washington Creative Economy Strategic Plan Framework", Washington State Department of Commerce, March 31, 2023.

New Washington state legislation seeks to turbocharge the state’s clean energy future. State Bill 5116, calling for 100% carbon-free electricity by 2045 for all electricity utilities in Washington state, makes Washington the fourth state, and the first in the Northwest, to pass 100 percent clean electricity legislation. SB 5116 will affordably and reliably eliminate coal power by 2025 and transition the state to 100 percent clean and renewable electricity by 2045.

Current Conditions

In Redmond, companies like Helion Energy, chasing commercial-scale nuclear fusion; wireless power developer Ossia; Greenwood Clean Energy, a maker of innovative wood-gasification boiler-based heating systems; and Puget Sound Energy, with its strong renewable energy portfolio and Green Direct program (which the City of Redmond participates in), all contribute to the strong King County clean energy cluster. In 2021, the City of Redmond produced a Zero Carbon Strategy, driven by the vision of the Climate Emergency Declaration and the Environmental Sustainability Action Plan (ESAP), outlining how to transition city operations to net zero carbon by 2030 – and to become carbon-free by 2045.

Challenges and Growth Opportunities

When compared to its west coast neighbors, Washington’s clean energy employment per capita lags Oregon and California. Additionally, growth of clean energy jobs year-over-year in Washington has slowed, standing at only 2.2 percent in 2018 versus 3.6 percent nationally. Yet, important new policy adoptions occurred in 2019 including: passage of a hallmark 100 percent clean electricity bill (SB 5116) that places Washington among an elite group of states striving to phase out fossil fuels from their electricity grid by 2045, transitioning to a grid exclusively powered by solar, wind, and other clean technologies; and, an ambitious building decarbonization and energy efficiency standards, as well as strong electric vehicle incentives covering all vehicle classes.

To lead in a rapidly shifting energy market, Washington’s legislature could pass strong measures to cut carbon across all sectors of its economy, including authorizing a zero-emission vehicle program, a low carbon fuel standard, and an economy-wide cap-and-invest carbon pricing program.

City of Redmond Economic Development Strategic Plan: Engagement Summary

Background and Purpose

The City of Redmond is developing an Economic Development Strategic Plan (EDSP) to guide the city's economic development efforts over the next five years. The plan will draw on both quantitative and qualitative data to inform goals and strategies and will be in alignment with existing local and regional policies. This engagement summary describes the findings from engagement activities completed to inform the plan, including interviews with business leaders, surveys of Redmond's business community, and industry-specific focus groups.

Methods

Engagement activities in support of the plan include:

- One online business survey available in six languages.
- Four interviews with major employers in Redmond and one interview with OneRedmond staff.
- Six focus groups of businesses and organizations involved in retail and restaurant, creative economy, tech and interactive media, life sciences, space/aerospace, and manufacturing sectors.

Interviews and focus group participants were identified by and invited to participate by the City of Redmond. The consultant team completed these activities in the months of October 2023 to January 2024.

Focus Group and Interview Findings

The following themes are consistently reported by participants in focus groups and interviews and represent the insights of Redmond's business community and stakeholders, not formal recommendations.

Transportation

The new light rail running through the city opens possibilities to improve the quality of life for Redmond residents and workers. Participants believe the light rail will be a great opportunity to improve work life balance by shortening commute times into the city.

Concerns were raised about some light rail stations not being pedestrian friendly or well lit. According to the participants, these stations will need extra lighting and sidewalks to ensure the safety of patrons using the light rail.

Last mile public transportation is important to realize the full potential of the new light rail stations in Redmond. The light rail offers opportunities to improve public

transportation not only in Redmond, but the region as well. Businesses want the transportation from the light rail to connect to businesses and office parks to allow for an easier commute for their employees. Concerns arise in making sure that the light rail is efficient for employees and a viable option for commuting to businesses not in the immediate proximity of the station.

In addition, **participants are concerned about the lack of parking in highly congested areas, such as Downtown Redmond.** One participant mentioned they have a parking lot in front of their building but are not allowed to park there. As more residential areas are emerging, participants want to be sure the city is taking parking into consideration.

Cost of Living

The cost of living in Redmond is increasing and raising concerns for business owners and employees alike. Some participants mentioned not being able to attract employees because they would not be able to afford to live in Redmond. Even participants in historically higher paying industries mentioned challenges in this area.

Some residents who have lived in Redmond for over five years have mentioned that **older residential housing areas, specifically apartments, require some upgrades and renovations have been slow.** Rent prices have increased but the quality of housing does not seem to be increasing. Business owners believe that to retain talent and make employees want to live within Redmond city limits, these residences should be updated.

Some participants believe that while Redmond offers low-income housing, the need is greater than the offerings. Because of the costs, participants are finding that their employees choose to live outside of Redmond and commute into the city to work. The cost of living poses a challenge for businesses in attracting talent to the area, requiring higher salaries to accommodate living expenses in Redmond.

Business owners in the focus groups stated that their **employees seek a vibrant city life with diverse recreational options, emphasizing the need for more restaurants (for example, fine dining) and entertainment.** Additionally, the quality of schools significantly influences recruitment. A participant mentioned that when recruiting parents, they prioritize competitive educational institutions that guarantee a high-quality education for their children. Addressing these factors could contribute to making the area more appealing for potential talent.

Availability of Space

Hosting events in the city has become increasingly challenging and prohibitive to the creative sector. Focus group participants mentioned that the costs to host events in Redmond have significantly increased, making it more difficult to afford. Permitting fees were given as a specific example of such costs. In addition, Redmond lacks public, arts, and cultural spaces and a performance space for large scale events when inclement weather is involved. Participants suggested that a dedicated sizable cultural and arts

venue in Redmond would be a centerpiece for the ecosystem and could generate significant economic benefits to the city.

The limited availability of commercial space in Redmond, especially in the industrial and manufacturing sectors, poses challenges for businesses. The new spaces being developed in the area are expensive. These newly developed spaces also do not fit the needs of those in the industrial sector. Lack of availability could impact economic growth and development in the city. One participant from the industrial sector focus group noted that because the specific mixed-use space is not available, they will need to relocate to another city. Another participant from the creative sector mentioned the lack of space may push arts and culture businesses out of the city to more affordable places like Edmonds or Woodinville, although the preference is to remain in Redmond.

Despite the challenges in commercial space availability, many participants express a preference for Redmond when asked what city they would select if asked to reconsider their location choice. Some believe the abundance of talent in the tech industry is likely a key factor in this decision.

Remote Work

Participants mentioned that remote work has not only changed the need for office space, but also hiring trends. The hybrid work model has changed the work culture. With people working from home, business owners in the home-based business focus group no longer see the need to rent or buy large spaces to accommodate people. This also affects the talent pipeline. The technology and interactive media focus group is keen on hiring locally, although remote work offers access to a broader talent pool. Some participants note the need to balance this broader remote talent pool with wanting to hire local talent.

Creative Sector

Creatives believe that the City of Redmond would benefit from a revival of the commitment to the arts and culture. Participants in the focus group felt that at one time, Redmond was seen as a hub for creatives and set the standards for surrounding areas. Participants think that the city's priorities have changed, and the resources that were once allocated to arts and culture have diminished. They mentioned "it would be helpful if the city resources and intent was 100% behind arts and culture". They suggested that a strategy would be useful to define who Redmond wants to be with respect to arts and culture and how the city can achieve that vision. Additionally, participants believed a partnership with the private sector would be beneficial to the sector.

Participants from the creative sector focus group also mentioned that they face difficulties finding space for their businesses, not just events. Given the nature of their work, participants find landlords hesitant to work with them. One participant who owns a music school for kids said if he had to move it would be challenging to find a new space for his business where the noise would not be an issue as most new development is

mixed-use residential. Another participant mentioned other cities are requesting some new developments to put aside 10% of the bottom floor for public spaces.

Space & Aerospace

The space and aerospace sector sees an opportunity to increase awareness of their industry in Redmond and the region. Finding talent in the area is an issue for the industry. Participants from this sector would like to partner with schools in the area to educate students about opportunities in these industries and map clear career pathways to enhance the talent pipeline in the region.

The industry faces challenges in building a talent pipeline and promoting career opportunities in space. While individual companies have internal training programs, there is an opportunity for collaboration to consolidate efforts and enhance training initiatives at both the local and state level. This could contribute to a more unified approach to addressing the talent needs of the sector.

Permitting & City Services

Permitting for development is a contentious issue among participants, and businesses cite challenges such as delays and lack of technical expertise. Participants note a disconnect between developers and city officials, leading to prolonged turnaround times for approvals. Developers advocate for increased staffing in the office to streamline processes and expedite approvals more efficiently.

Numerous projects are frequently delayed, prompting a need for the city to expedite reviews and shorten timelines. Turnover in the city offices has resulted in developers having to bring new personnel up to speed, contributing to additional time delays in the process. Streamlining these procedures and addressing continuity during staffing changes could significantly improve efficiency.

Additionally, developers express a need for the city to hire a technical expert with proficiency in non-traditional buildings. Some businesses, particularly in innovative sectors, aim to diverge from the standard Class A office space, and there is a perceived lack of in-house expertise within the city regarding this specific type of development. Having a technical professional who understands these unique projects could enhance collaboration and streamline the approval process.

Public Safety

Participants would like to ensure that Redmond will not face similar public safety challenges as Seattle. Redmond is perceived as a safe place, and participants want to ensure that it stays that way. Business owners want to feel comfortable and not have to add extra security given that they already have a fair amount in place. Participants also

expressed concern over a possible increase in homelessness, and the city taking preventative action to improve housing options.

Other

Suggestions for improvement in Redmond, such as implementing map directories of businesses and fostering regular community gatherings, indicate a desire for better networking and visibility within the city. These efforts could potentially enhance the overall business environment and community engagement.

Survey Findings

An online business survey was developed to collect feedback and input from the business community in Redmond on challenges, needs, and opportunities and what is required to create a successful economic future for Redmond. The business survey was made publicly available starting on October 30, 2023 and closed on January 31, 2024. The survey was provided in six languages. It was hosted on the City of Redmond Economic Development Strategic Plan web page, promoted on social media (City of Redmond Facebook page), and included in OneRedmond’s monthly newsletter.

This section summarizes the main findings from the responses received. The takeaways reflect the responses and are not formal recommendations. A more detailed summary of the survey is provided in Appendix A.

Respondent Demographics and Information

A total of 18 businesses in Redmond responded to the survey and completed the survey in English. The following are characteristics of survey respondents:

- All respondent businesses have less than 50 employees.
- 59% of respondent businesses are located in Downtown Redmond, and 12% each in Willow Rose Hill and Marymoor Village.
- 47% of respondent businesses have been in operation in Redmond for more than 10 years, and another 35% have been in operation between 1 and 5 years.
- Most survey respondents were the business owners.
- 76% of respondents stated their business was locally owned.
- Respondents represented a range of different industries, including food service, healthcare, information technology, professional services, manufacturing, education, arts, retail goods, cold storage/seafood process, and wellness.

Challenges

Unaffordable commercial rents, parking, and finding qualified and skilled employees were most frequently ranked by respondents among the top three challenges their businesses is facing in Redmond today. Some businesses mentioned rents are their highest expenses and are impacting their financial viability.

When asked to further describe any challenges or needs specific to their industry, responses varied and included **finding qualified workers, difficulty finding suitable space for their businesses due to redevelopment pressures, increasing business operating costs (rents, wages), supply chain disruptions, and stringent regulations.** One business mentioned that the city should think about locally owned businesses as not just restaurant and retail, but also “small professional businesses such as accountants, bookkeepers, brokers, attorneys, doctors, physical therapists, etc.”.

Respondents also stated the costliest development or business regulations for their business were mostly state regulations and taxes, lack of parking, the costs of building a new facility in Redmond, and providing mental healthcare services to employees.

Asked about their experience with the city’s permit process, some respondents raised concerns over the cost of obtaining a permit and the time it takes to secure a permit from the city. One business raised concerns regarding materials that are not banned under current permit regulations.

Strategic Considerations

When asked about the most important goals and / or strategic considerations from an economic development perspective for the City of Redmond in the next five years, **the top three priorities were retaining (and expanding) existing companies and reducing displacement, supporting entrepreneurship and innovation, and supporting small, multicultural, and home-based businesses.**

The software and cloud technology cluster was selected by 16% of respondents as the highest ranking in terms of growth opportunities in Redmond.

Aviation/aerospace, sports and recreation, and arts and culture were each chosen as clusters with high growth opportunities by 10% of respondents.

Respondents also identified several support strategies that the City of Redmond could provide to these sectors to capitalize on growth opportunities:

- Provide affordable, suitable, safe, and secure space for businesses to locate and operate.
- Provide opportunities for artists to exhibit and sell their artwork and more art walk events.
- Provide periodic industry networking events.
- Grants for small and small-medium sized businesses to develop and commercialize new businesses.
- Offering regulatory support and incentives.

One fifth of survey respondents mentioned they would like to see more arts, entertainment, and recreation businesses expand or locate in Redmond.

Respondents believe the roadblocks and obstacles that stop these types of businesses from coming to Redmond are a lack of space for businesses, with current development

favoring residential units over commercial property. Rising wages, taxes, and rents were also concerns.

Workforce Development

When selecting workforce issues that have challenged their business recently, 20% of respondents selected **lack of suitable workforce housing**, while 13% of respondents mentioned **shortage of workers and workers lacking “soft” skills or work ethic**, and another 11% of respondents mentioned **inability to meet wage expectations**.

Specific skill sets difficult to find, hire, and/or retain included sales and physical labor skills.

Only a few respondents provided suggestions for programs or resources that would be useful for workforce development and training. These varied among respondents and included industry-focused training, apprenticeship programs and partnerships with local schools to align skills with local demand and foster career growth, state and federal grants to support Redmond as a life science, medical, clean tech business center, trades workshops to increase awareness and exposure to opportunities outside of the technology sector, easy access to services such as childcare and healthcare, and affordable housing.

Displacement Risk

When asked about displacement risk, 41% of respondents mentioned they feel their business may be at risk of being forced to relocate from Redmond in the next five years. Only 18% of respondents believe they are not at risk of being displaced from the city. Survey respondents mentioned rising rents, absence or reduction of commercial space, costs of living, wages, parking issues, and taxation as reasons for potential displacement.

Survey respondents provided a range of space configurations that would be most suitable for their business depending on their type of business. These included large spaces, food trucks, modern office spaces, art galleries, loading docks, co-working spaces, and other flex spaces. In terms of the size of business space needed, 59% of respondents noted less than 3,000 square feet would be most suitable for their business.

Small Business and Other City Services

Small business services that were ranked as highest priority by respondents with less than 25 employees included space location/lease negotiation, networking opportunities, marketing support, and access to professional support services.

When asked specific ways the city can support diversity among business owners, survey respondents recommended improving parking situations for smaller diverse businesses, fostering diversity among city leadership, and offering new collaboration and networking opportunities for business owners from diverse backgrounds.

Respondents were also asked what would be most helpful to improve economic development within the City of Redmond. Survey respondents suggested additional events promoting economic development such as the Satellite Innovation Summit. These events provide opportunities for networking, but also can foster new creative collaborations/exhibitions. The establishment of a business advisory board was also suggested. Respondents also called for increased investment in new technologies and innovation partnerships. Respondents also voiced concerns over adequate space and infrastructure in the downtown area, both for supporting businesses and for housing labor affordably.

DETAILED ONLINE BUSINESS SURVEY RESULTS

The following provides the detailed results of the online business survey conducted for the Redmond Economic Development Strategic Plan. A total of 18 responses were received and the survey was open from October 30, 2023 to January 31, 2024.

General Conditions

Question 1. Please select and rank the top three challenges that your business is facing in Redmond today.

Exhibit 39. Redmond Business Challenges

Challenges	Ranked 1	Ranked 2	Ranked 3	Frequency	Average Rank
Unaffordable rents	5	6	0	11	1.5
Parking	3	1	5	9	2.2
Finding qualified employees	2	2	2	6	2.0
Increased labor costs	1	0	4	5	2.6
Lack of suitable space	2	2	0	4	1.5
Crime	0	3	1	4	2.3
Lack of market demand	2	1	0	3	1.3
Maintaining market share	1	1	0	2	1.5
Employee retention	0	1	1	2	2.5
Transportation issues	0	0	1	1	3.0
Other	2	1	2	5	2.0

18 out of 18 respondents answered this prompt

Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

Other responses:

- "International sales"
- "Receiving guidance on how to restart a business post COVID"

Please describe in more detail these challenges that your business is facing:

Survey respondents highlighted rising rents, lack of viable commercial space, parking issues, and other operating costs as the most salient challenges facing local businesses. 16 out of 18 respondents answered this prompt.

- "As a mental health practice the cost of rent and employees increases but the reimbursement we receive from health insurance companies does not. So as the rent and cost to operate and grow my business increases my income does not increase at the same rate."
- "We spend 1/3 of all income on rent. We don't have a lot of buildings that qualify for children's activities—just new living spaces. And a lot of medical clinics."

- *"Rent and payroll are my highest expenses, and I'm still not happy with how much I pay my employees (i.e. I would pay them more if I could)."*
- *"I challenges we are phasing is the commercial property rent and funds to proceed on the business"*
- *"My business is at the incubation stage, so I don't have too much operational inputs at this point. But I do see that finding the right commercial space was a problem for me, rents were too high, so I ended up buying a property."*
- *"The City of Redmond has done a great job to build up to the city it has become. Although, its an expensive city that doesn't have an affordable housing/rent market for most who work in the area."*
- *"Our business faces three primary challenges: unaffordable commercial rents impacting financial viability, difficulty finding suitable physical space hindering operations, and the pressing need to retain valuable employees amidst competitive job markets."*
- *"Ideal if monthly paid parking permits were permissible in 2hr designated locations. Shrinking warehouse/light industrial portfolios, lease costs are ever increasing. Public pot smoking & littering are now the common, customers express concerns."*
- *"Parking. The new regulations are absolutely insane."*
- *"We have been searching for years to find a small suite for our business. We offer professional services, so we need 2 small offices and a shared conference room for occasional use. It is next to impossible to find such a place in Redmond."*
- *"Lack of venues for art sales: See next question. International sales: Lack of knowledge of rules, regulations, tax collecting and reporting."*
- *"Redmond is eliminating the spaces that are suitable for our production side of the business. Where suitable space is available, it is much too large or inconveniently located for the retail side of the business."*
- *"Redmond seems unfriendly location for small businesses. I get that city wants to support social issues like housing for low income folks. But you push out the small businesses who provide services and within-walking-distance jobs for residents."*
- *"Rising taxes on water and other fees make it difficult to make a profit. Business license are astronomical compared to other counties. Sno and Kitsap we pay 75 yearly. King we pay 3500 for the same size of business. With high rent comes lack of entry emp"*
- *"As an older entrepreneur of 25+ years within our Redmond community, I have faced great difficulty pivoting, going back to becoming an employee of corporations and state agencies. So, I need to pivot again to start a new business. I need guidance on this."*

- *“More shoplifting that king county prosecutors do not follow through. People throwing rocks d at people and yelling and cursing at people. They are back on the streets the next day. Must keep my store doors locked. Redmond has allowed this change”*

Question 2. Please describe any challenges, issues, or needs specific to the industry your business operates in in Redmond today.

Responses vary by industry, but recurrent issues included acquiring optimal space, hiring/retaining talent, and operating costs. 14 out of 18 respondents answered this prompt.

- *“Finding qualified Speech-Language Pathologists for my clinic's specialty areas is difficult. Insurance reimbursement -- our primary source of income -- is not keeping up with inflation or cost of living.”*
- *“We will lose current office location due to site being redeveloped soon. (16310 NE 80th) Right now, within Redmond, less than half a dozen similar sized replacement sites are available. Some of those will be redeveloped. Where can I relocate our firm?”*
- *“We need affordable commercial space in an area close to residential or convenient for commuters. We have this now, but will lose it with Redmond's redevelopment plans. There is no suitable replacement or plans to create a replacement area.”*
- *“Lack of venues for art sales: My business is primarily online (retail sale of air prints), but the majority of my sales occur at art shows, conventions, and other events. Such events happen once in a blue moon in the Redmond area. (need more characters ..”*
- *“The cost to operate a business and pay a livable wage to employees increases but the income remains the same as it was in 2018.”*
- *“A restaurant depends on power and internet and planned outages seem to happen on weekends, our highest volume days. Rising wages and higher rents means we are overpaying unskilled workers who need to work 2 jobs to live here leaving some shifts short help.”*
- *“Parking. The new regulations are absolutely insane.”*
- *“When the city talks about locally owned businesses, they always refer to restaurants and retail. Never have I heard the city mention small professional businesses such as accountants, bookkeepers, brokers, attorneys, doctors, physical therapists, etc.”*
- *“No local legacy businesses. Eliminated in favor of developers using our tax dollars”*
- *“Unrelated to Redmond - simple supply chain strains: procurement of materials and hard goods in a timely manner; ever increasing shipping fees.”*
- *“Any advice on creative business start-up/restart resources and networking opportunities in Redmond, its surrounding sister cities, and King County would be greatly appreciated.”*

- *"Homeless people living on my porch on the back door. Sometime active very aggressive my client with kids. The same with drug people some time under influence and under control."*
- *"Operating a manufacturing firm amid tech hub challenges: integrating technology, competing for skilled talent, rapid innovation demands, supply chain disruptions, and stringent regulations."*
- *"I am phasing the challenge to put the commercial hood into business."*

Question 3. What are the most costly development or business regulations for your business?

Respondents highlighted regulatory costs/taxation, parking, and providing mental healthcare services to employees as the mostly costly regulations for their businesses. 11 out of 18 respondents answered this prompt.

- *"We don't have a parking space. If I have a class of 10 students, all parking lots get full, but my space limit is 20 students. That student doesn't need to walk far away from the door."*
- *"And I have other business they need parking too."*
- *"Tax and food delivery coast"*
- *"City isn't bad. State is. Look at the number of special forms and taxes a small business has to pay for employees, excise taxes, business licenses, etc."*
- *"Trying to make people (both employees and clients) feel safe in a COVID world, with air filtration systems, masks, extra cleaning supplies, and additional cost for virtual/electronic platforms to make mental health services available to everyone."*
- *"Quality control regulations necessitate rigorous testing, documentation, and adherence to standards, adding expenses to ensure product compliance."*
- *"Regulations are not the problem, at least nothing that Redmond controls. The cost of building out a new facility in Redmond is the issue."*
- *"Parking. The new regulations are absolutely insane my employees will literally have no place to park."*
- *"It is a bit too early to comment on this for a new business endeavor."*
- *"State Taxes, product R&D as most innovative materials are sourced outside of US."*
- *"City license. No regulation on dangerous EMF levels 5G and smart meters. No notification to businesses"*
- *"Ever changing health department rules and fees. Almost impossible to meet cooling and heating regulations on certain food items like eggs in the shell and lettuce. Employment taxes"*

Question 4. If your business has experienced challenges with the city's permit process, please describe them here. Please be as specific as possible and share what impact these challenges have had on your business.

Respondents raised concerns over the cost of obtaining a permit and the time it takes to secure a permit from the city. Concerns were also raised regarding materials that are not banned under current permit regulations. Nine out of 18 respondents answered this prompt.

- *"We wanted to build an interior wall in our leased office space in summer 2021, but the permitting process would have been prohibitively slow. I instead use a temporary divider, which is not ideal."*
- *"The permit fee is so high and time consuming process"*
- *"It's pretty slow."*
- *"Not a challenge yet, but will love to go through permitting for my business at super fast speed please ! I hear it takes 1 to two years, and I would want to have much faster."*
- *"We had an initial challenge on business use at our location, the City was very reasonable and thoughtful in working to understand the nature, scale and overall footprint of our business. "*
- *"No issues."*
- *"now we don't"*
- *"Will not ban glyphosate harming all businesses and customers. No concern for their health."*
- *"No problems with permitting but would like to add 275 characters are not enough to further explaining any challenges we face. If asking for further explanation at least allow the space. Min of 700"*

Economic Development Goals

Question 5. What are the most important goals and / or strategic considerations from an economic development perspective for the City of

Redmond in the next five years? Please rate the following from 1=not important at all to 5=very important.

Exhibit 40. Economic Development Goals

Development Priorities	Average Rank	Respondents
<i>Retain (and expand) existing companies</i>	4.1	16
<i>Support entrepreneurship and innovation</i>	3.9	16
<i>Support small, multicultural and home-based businesses</i>	3.6	16
<i>Advance regional partnerships and collaborations</i>	3.5	16
<i>Create a diverse and inclusive economy</i>	3.5	16
<i>Advance clean energy and sustainable business</i>	3.3	16
<i>Expand workforce development resources</i>	3.1	17
<i>Attract new businesses in emergent industries</i>	2.9	17
<i>Focus on target industry growth</i>	2.3	16
<i>Other</i>	3.5	4

Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

Other responses:

- *“Provide opportunities for artists to exhibit and sell their artwork, and to connect with peers and people interested in space exploration.”*
- *“Stop following ICLEI, smart streets and other agenda 2030 monetary incentives. Stop pretending to be locally governed when your following the exact same program that every city in the world is following. Use your common sense and stop being ignorant”*

Focused Industry Cluster Growth

Question 6. Which industry clusters rank highest for growth opportunities in Redmond? Please select all that apply.

Exhibit 41. Industry Cluster Growth Opportunities

Industry Cluster	Frequency	Share
Software and cloud technology	8	16%
Aviation/Aerospace	5	10%
Sports and recreation	5	10%
Arts and culture	5	10%
Space	4	8%
Clean energy	4	8%
Life sciences	4	8%
Tourism and hospitality	4	8%
Interactive media and gaming	3	6%
Food and beverage manufacturing	3	6%
Retail	3	6%
Other	3	6%

14 out of 18 respondents answered this prompt

Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

Other responses:

- “professional services”
- “Professional services or else people will keep going to Bellevue and Seattle”

Question 7. What types of targeted support can the City of Redmond provide to these sectors to capitalize on growth opportunities?

Respondents identified several support strategies for consideration, including additional funding for new business concepts, increased networking opportunities, improved infrastructure, specialized trainings, and providing additional space for businesses to locate and operate. Eight out of 18 respondents answered this prompt.

- “\$500 grant to start the business WHAT A JOKE”
- “Don't think you can plan for growth. Rather provide or allow an environment that allows growth: places for businesses to operate, for example. Efficient local government. Safe and secure place for firms to operate and employees to work in and commute to.”
- “Provide opportunities for artists to exhibit and sell their artwork, and to connect with peers and people interested in space exploration.”

- *“Redmond can aid growth in aviation/aerospace, clean energy, and sports sectors by upgrading infrastructure, providing specialized training, establishing innovation hubs, offering regulatory support, incentives, and fostering industry networking events.”*
- *“Quarterly networking events targeted at each of the above sectors. Grants for small and small-medium sized businesses to develop and commercialize new businesses.”*
- *“The City has done a phenomenal job at setting up a big residential infrastructure, and transportation with the upcoming light rail. Lots of residential buildings are coming up, and it is only sustainable if the commercial sector comes up at the same rate.”*
- *“Increase Parks & Rec awareness and use of amenities available to the public. Increase public art walk events. Consider a grant for clean energy ideation other than solar.”*
- *“If we don't have have space to operate, we can't operate. Rather than just building apartments, you should consider building affordable office space, retail space, and sports facilities. Look what happened to the climbing gym - now we are going to Bellevue”*

Question 8. What types of businesses would you like to see expand or locate to the City of Redmond? Please select all that apply.

Exhibit 42. Desired Businesses

Business Type	Frequency	Share
Arts, entertainment, and recreation	9	20%
Information technology	4	9%
Healthcare and social services	4	9%
Environmental/green industries	4	9%
Retail goods	4	9%
Food services	3	7%
Professional services	2	4%
Education services	2	4%
Agriculture	2	4%
Lodging	2	4%
Personal services	2	4%
Life sciences	2	4%
Research & development	2	4%
Wholesale, distribution	1	2%
Manufacturing	1	2%
Construction	0	0%
Finance, insurance, real estate	0	0%
Government	0	0%
Other	1	2%

13 out of 18 respondents answered this prompt

Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

Other responses:

- *“With the explosion of new housing developments, Redmond is now seriously lacking healthy grocery stores, auto fueling/charging options, and general parking.”*

Question 9. What do you see are the roadblocks or obstacles that stop the types of businesses that you want from coming to Redmond?

Survey respondents called out a lack of space for businesses, with current development favoring residential units over commercial property. Rising wages, taxes, and rents were also concerns. 12 out of 18 respondents answered this prompt.

- *“Development has eaten up the office space that small businesses have traditionally occupied. E.g., development that destroys our current location takes away a maybe 10,000 SF office building & replaces it per your planning permits with less than 1000 SF.”*
- *“(See above) With the explosion of new housing developments, Redmond is now seriously lacking healthy grocery stores, auto fueling/charging options, and general parking.”*
- *“Cost to operate”*

- *“Hurdles; strict regulations, high real estate costs, zoning limitations, and gauging local demand. Simplifying rules, aiding in affordable spaces, and assessing market interest could reduce those challenges.”*
- *“For small businesses, the biggest problems are rising wages, taxes, rents. Businesses open and close way to frequently. Having to move the business is as expensive as opening in the first place.”*
- *“Having a quaint downtown with historic buildings is diametrically opposed to the downtown development strategy. Millions of dollars were spent on a park with no increase in parking.”*
- *“Limited resources and business growth plans.”*
- *“City support”*
- *“Real Estate availability & costs.”*
- *Affordable space and parking.*
- *“Agenda 21. That’s what you are following not the people here in Redmond”*
- *“High cost”*

Workforce Development

Question 10. What specific workforce issues have challenged your business recently? Please select all that apply.

Exhibit 43. Workforce Development Challenges

Challenges	Frequency	Share
Lack of suitable workforce housing	9	20%
Shortage of workers	6	13%
Workers lack "soft" skills or work ethic	6	13%
Unable to meet wage expectations	5	11%
Aging workforce	3	7%
Accessibility/transportation difficulties for workers	3	7%
Workers lack technical skills	3	7%
Insufficient dependent care options	2	4%
Lack of lifestyle amenities for workers	2	4%
Competition for in-demand workers	2	4%
High rates of turnover	1	2%
Hybrid/remote work changes	1	2%
Other	2	4%

14 out of 18 respondents answered this prompt

Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

Other responses:

- "Single entity business, not applicable."
- "RENT - we need to get more office space to employ more people"

Question 11. Which specific skill sets have been difficult to find, hire, and/or retain? Please select all that apply.

Exhibit 44. Skill Sets Difficult to Hire

Skill Set	Frequency	Share
Sales	4	24%
Physical labor	3	18%
Professional services	2	12%
Creative	1	6%
Hospitality	1	6%
Medical/life science	1	6%
Specialized manufacturing	1	6%
Computer and mathematical	1	6%
Business and financial	1	6%
Engineering	0	0%
Other	2	12%

12 out of 18 respondents answered this prompt

Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

Other responses:

- *"teaching"*
- *"Single entity business, not applicable."*

Question 12. What specific programs or resources would be most impactful for workforce development and training in Redmond?

Survey respondents identified apprenticeship programs and partnerships with local schools as a means of developing city's workforce. Other suggestions included state and federal grants, trades workshops, and affordable housing. Seven out of 18 respondents answered this prompt.

- *"We really don't need city or county to provide workforce development. They'd never be able to provide it."*
- *"industry-focused training, apprenticeships, continuing education in tech, partnerships with schools, and job placement services to align skills with local demand and foster career growth"*
- *"Affordable housing. None of my employees can afford to live within a 30 minute drive of work. Many are much further away, even though their working hours are outside of typical commute times."*
- *"Soliciting grants from the state and federal levels to support Redmond as a lifesciences, medical, clean tech business center."*
- *"Trades workshops - increased awareness and exposure to opportunities outside of simply tech."*
- *"Affordable housing, parking and easy access to services (daycare, retail, healthcare, transport to schools, afterschool care)"*
- *"Not sure, the people who need it most probably wouldn't utilize it. Seems like workforce does a pretty good job now"*

Question 13. Does your business have 25 total employees or less (across all business locations)?

Of the 18 respondents, 13 (72%) have less than 25 total employees across all locations.

Question 14. [If they answered Yes in Q13] Which of the following small business services would be a priority for your business? Please rate the following from 1=not important at all to 5=very important.

Exhibit 45. Priority Small Business Services

Small Business Services	Average Rank	Respondents
Space location/lease negotiation	3.9	11
Networking opportunities	3.6	10
Marketing support	3.3	10
Access to professional support services	3.2	10
Access to capital	3.0	10
Business advising services	3.0	11
Assistance with opening or expanding	2.9	11
Technology access/digital literacy	2.9	10
Access to childcare	2.8	10
Options for shared space for small/micro- businesses	2.4	11
Diversity, equity, and inclusion training or assistance	2.0	9
Non-profit organization capacity building	1.8	10
Multicultural small business liason/language support	1.6	10
Other	4.2	5

Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

Other responses:

- "Office space"
- "access to affordable health care insurance for employees"
- "PARKING!!!!!"
- "office space is the most pressing issue for us. We are looking into moving to Kirkland or Bellevue due to office space issues."

Displacement Risk

Question 15. Do you feel your business may be at risk of being forced to relocate from Redmond?

Exhibit 46. Displacement Risk

Risk Time Horizon	Frequency	Share
In the next five years	7	41%
In a year	4	24%
In 6-12 months	3	18%
In less than 6 months	0	0%
No risk	3	18%

17 out of 18 respondents answered this prompt

Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

Question 16. [If risk identified in Q14] What is the reason your business may be forced to relocate from Redmond? (For example, rising rents; redevelopment pressure; lack of affordable housing; workforce; access to capital, etc.)

Risks faced by survey respondents included rising rents, absence or reduction of commercial space, costs of living, wages, parking issues, and taxation. 13 out of 18 respondents answered this prompt.

- *"rent"*
- *"Rising rents and lack of suitable space"*
- *"BECAUSE THE SPACE IS DEMOLASHING FOR REDMOND APARTMENTS"*
- *"Office building at 16310 NE 80th ST will be torn down for housing."*
- *"increasing rent; cost of living, thus employees can't live locally and in person rental space will not be affordable with less employees in the office space."*
- *"Rising rents, affordable housing, workforce."*
- *"Our building was sold to a developer for housing, our new landlord raised the rent 67% and will not write a lease beyond Q1-26. Without a good lease, we can't grow, expand, or improve here. We will not be able to get the ROI for anything we do."*
- *"Parking"*
- *"Rising property taxes on my home forcing my home-based business to move to other counties from King County. Competition for tech, business and information sciences talent from large corporations and businesses."*
- *"Redevelopment pressure - condos and apartment race."*
- *"Rising rents and inability to secure appropriate office space."*
- *"Increasing rents with NO help from city"*
- *"Lack of affordable housing for workers and costs being more than income. Health department fees, business license fees, paying for medical and paid time off for employees employment taxes, rising costs of goods mean not enough profit to stay"*

Question 17. Which space configurations / models would be most suitable for your business? (For example, ceiling height, cooperative, flex space, bazaar model, food truck / pop-up space.)

Survey respondents provided a range of configurations depending on their type of business. These included large spaces, food trucks, modern office spaces, art galleries, loading docks, co-working spaces, and other flex spaces. 11 out of 18 respondents answered this prompt.

- *"I need a lobby area, large employee workspace, and individual therapy rooms (ranging from small to large), and I need to be able to make noise without disturbing neighbors. On-site (not street) parking is also essential. All must be ADA-accessible."*
- *"FOOD TRUCK"*
- *"Office space that reflects modern office technology so fast internet, no need for paper storage, etc. West Park is NOT very set up for modern office technology. It's from the 70s?"*
- *"Art gallery, convention booth/showroom, museum"*
- *"Ceiling height, available power (220/3ph-1,000 amps), loading dock, 53' truck access. Access to 520/405."*
- *"We have 16'+ clear ceilings, heavy power, space for food trucks, and ample parking, located near commuter traffic and recreation areas. Part of the space is used for production, part for our retail business, and we need both parts of the business."*
- *"Home-based, shared-workspace, or incubator to start."*
- *"A multi-purpose commercial building"*
- *"Flex space - light industrial."*
- *"Small office suite (2-3 private offices with access to shared conference room) in a multi business building with shared receptionist. We would need parking, access for disabled and proximity to public transportation for clients/employees."*
- *"Any"*

Question 18. What size of business space would be most suitable for your business?

Exhibit 47. Business Space Requirements

Required Space	Frequency	Share
More than 10,000 sf	1	6%
5,000 - 10,000 sf	3	18%
3,000 - 5,000 sf	3	18%
1,000 - 3,000 sf	6	35%
Under 1,000 sf	4	24%

17 out of 18 respondents answered this prompt

Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

Equitable Economic Development

Question 19. What are some specific ways in which the city can support diversity among business owners in Redmond?

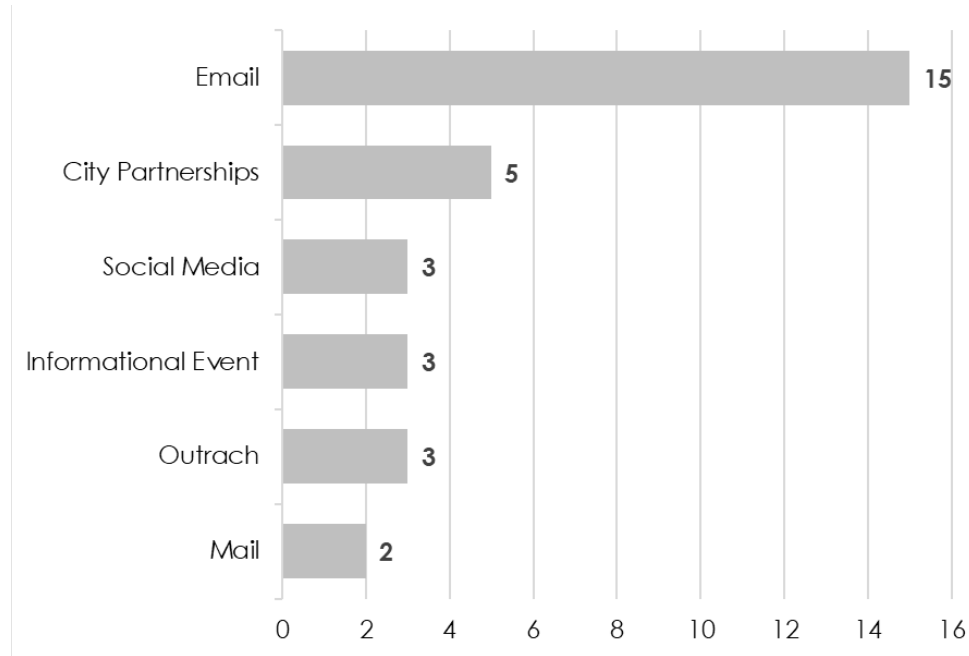
Survey respondents recommended improving parking situations for smaller diverse businesses, fostering diversity among city leadership, and offering new collaboration and networking opportunities for business owners from diverse backgrounds. Nine out of 18 respondents answered this prompt.

- *"Do everything based on merit, regardless of diversity."*
- *"Discrugging the new commercial constructions"*
- *"I think this is a terrible idea. Support businesses that can provide jobs and services and products. It's hard enough to get that to work."*
- *"?"*
- *"Offering free drop in/networking opportunities for current business and those potentially starting business to meet up to explore business opportunities in the community. Advertising could be done on social media, such as Redmond Chat Café"*
- *"Collaboration/Networking Opportunities: Hosting networking events or forums that facilitate connections among diverse business owners, fostering collaboration and support."*
- *"The smallest must diverse businesses are often operating out of the oldest buildings often with little to no parking. How can those businesses retain employees if those employees have nowhere to park."*
- *"Diversity amongst City Leadership might encourage or attract different business owners."*
- *"Zero discrimination means diversity. Not sure how to go about that but not labeling people is a start. Labeling and giving incentives to any one group create division. It should be an equal playing field for all"*

Other Considerations

Question 20. What is your preferred way for the city to connect with your business and provide information about the services relevant to your business?

Exhibit 48. Survey Respondents - Preferred Contact Method



Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

Question 21. Please provide any comments or ideas that you believe would be helpful to improve economic development within the City of Redmond.

Survey respondents suggested additional events promoting economic development such as the Satellite Innovation Summit. These events provide opportunities for networking, but also can foster new creative collaborations/exhibitions. The establishment of a business advisory board was also suggested. Respondents also called for increased investment in new technologies and innovation partnerships. Respondents also voiced concerns over adequate space and infrastructure in the downtown area, both for supporting businesses and for housing labor affordably. Eight out of 18 respondents answered this prompt.

- *"Its depend upon city of Redmond if they are supporting to the new development so discouraging the small business very simple which you are doing"*
- *"More events such as the Satellite Innovation Summit, where people interested in space exploration come together, when combined with an art show. For my space-*

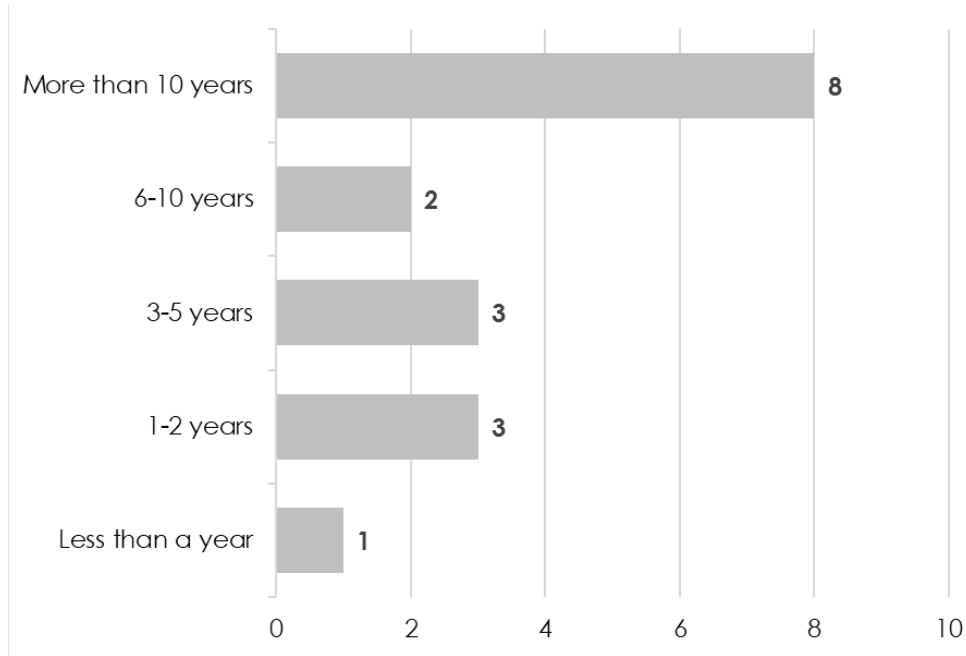
themed art sales, I have found such events can produce a good number of sales and connections."

- *"Technology Integration: Invest in tech advancements to streamline manufacturing processes, enhancing efficiency and competitiveness."*
- *"Partnerships for Innovation: Partnerships with tech firms for R&D, innovation in manufacturing processes or products."*
- *"Several smaller areas of commercial space are better than one large "industrial park". A single car repair shop can't service all of the vehicles in Redmond, but you don't want 10 similar shops next to each other."*
- *"You are facing the "ski resort" problem. As the downtown becomes even less affordable, there won't be any staff since all these employees already live outside of Redmond and new parking restrictions will prevent businesses from attracting employees."*
- *"I think the city should create an advisory board of businesses. This focus group is amazing step in right direction."*
- *"If we don't have affordable space to operate we can't operate within the city. You have to invest into infrastructure first."*
- *"Stop grifting through redevelopment transfers of money to developers. Leave the legacy business. Where can you walk when no business to walk. We don't want a tracked and traced smart city. Keep Redmond walkable and stop track and packing apartments"*

About Your Business

A. How long has your business been in operation in Redmond?

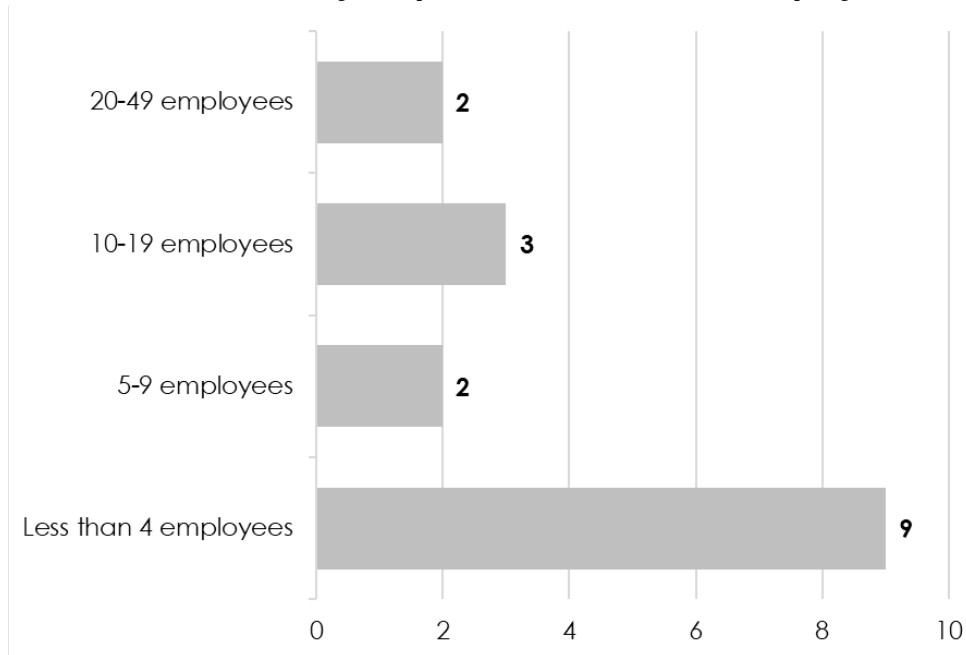
Exhibit 49. Survey Respondents - Years in Operation



Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

B. How many employees does your business have in Redmond today?

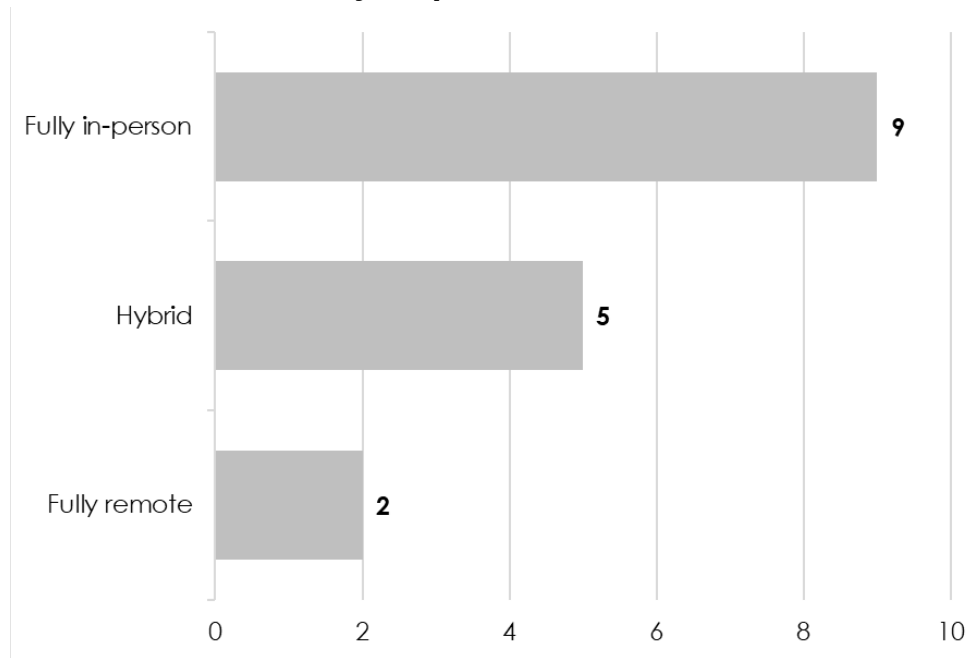
Exhibit 50. Survey Respondents - Number of Employees



Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

C. What percentage of your employees in Redmond are working a hybrid schedule or remotely?

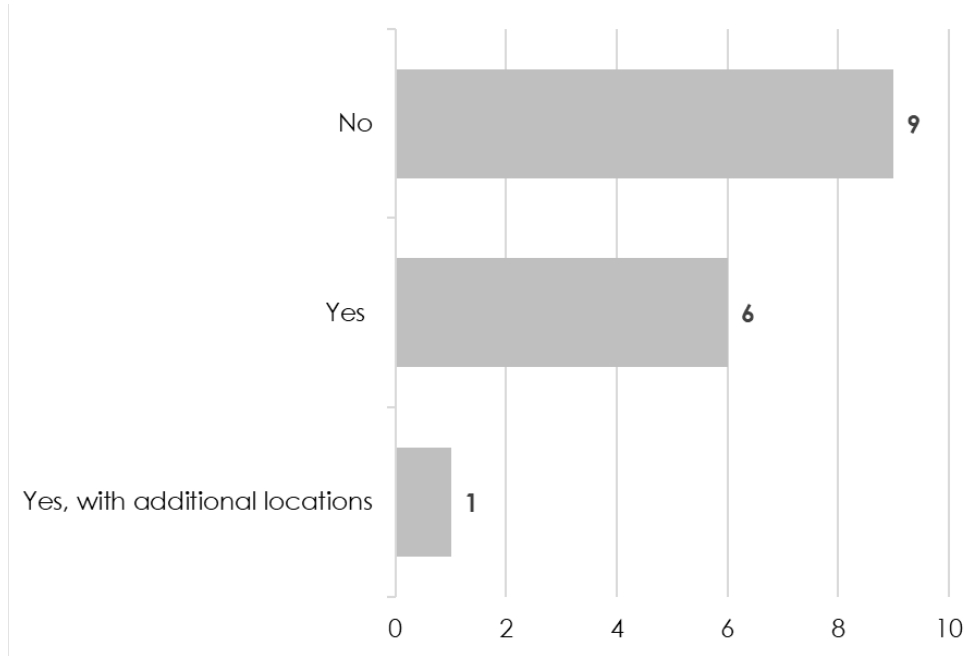
Exhibit 51. Survey Respondents - Workforce Location



Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

D. Does your business have plans to expand and grow in Redmond in the next five years?

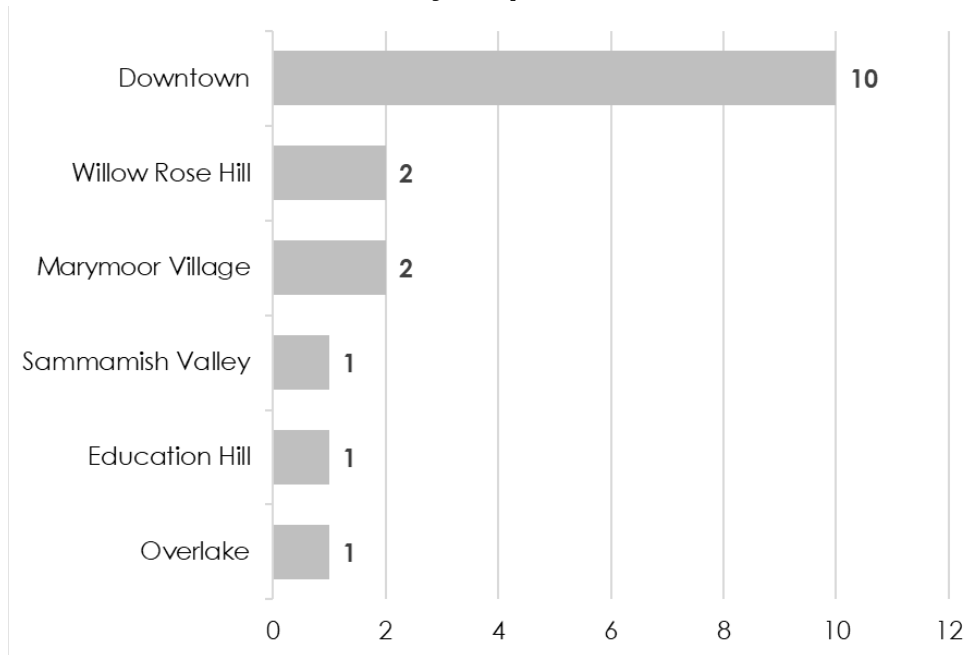
Exhibit 52. Survey Respondents - Expansion Plans



Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

E. Where is your business located?

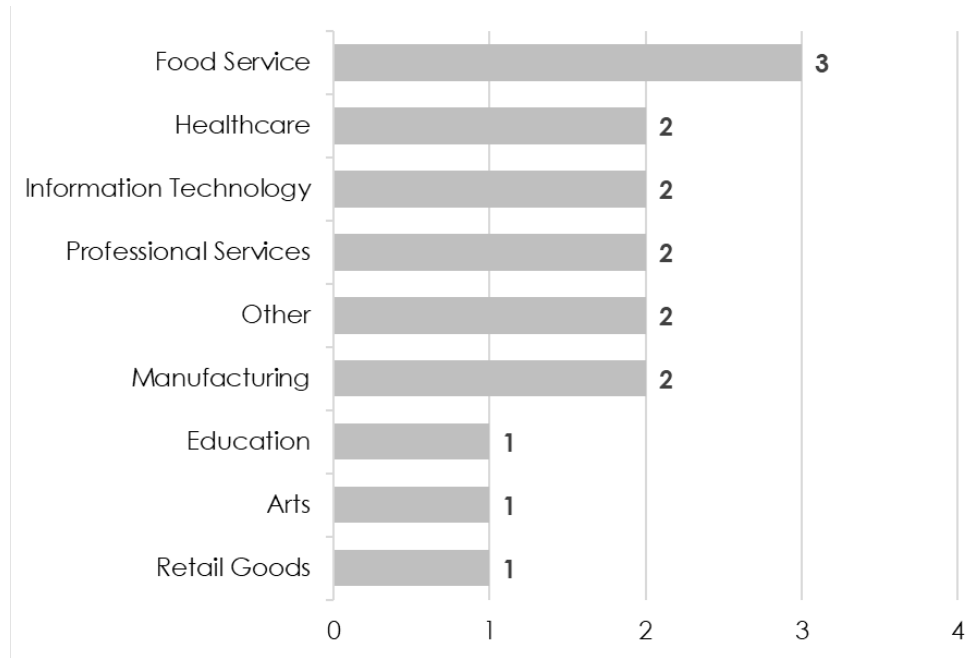
Exhibit 53. Survey Respondents - Locations



Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

F. What is your primary industry?

Exhibit 54. Survey Respondents - Industries



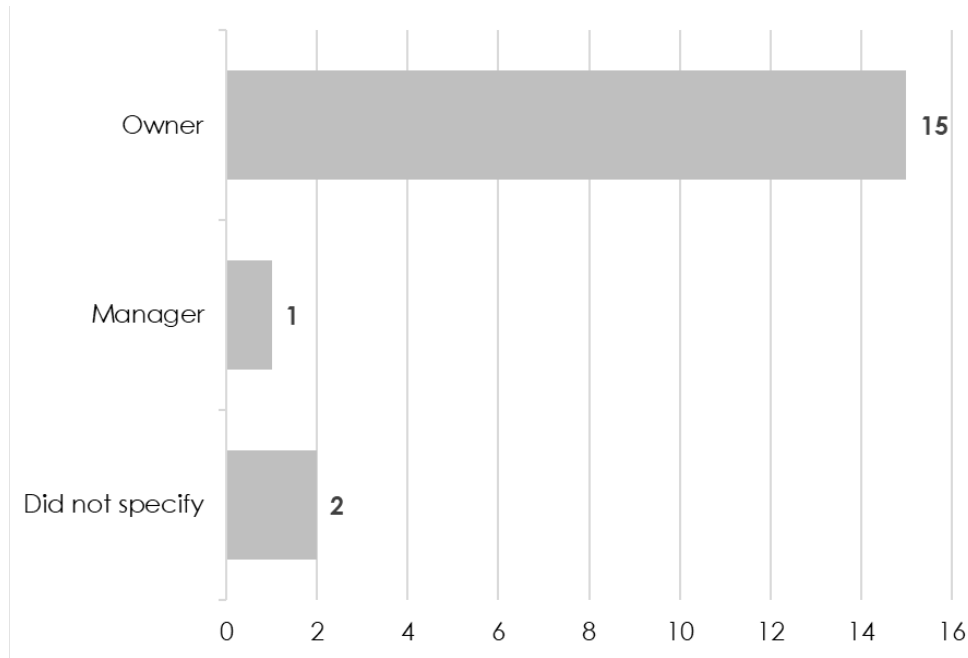
Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

Other responses:

- "Cold Storage/Seafood Processing"
- "Wellness"

G. Are you:

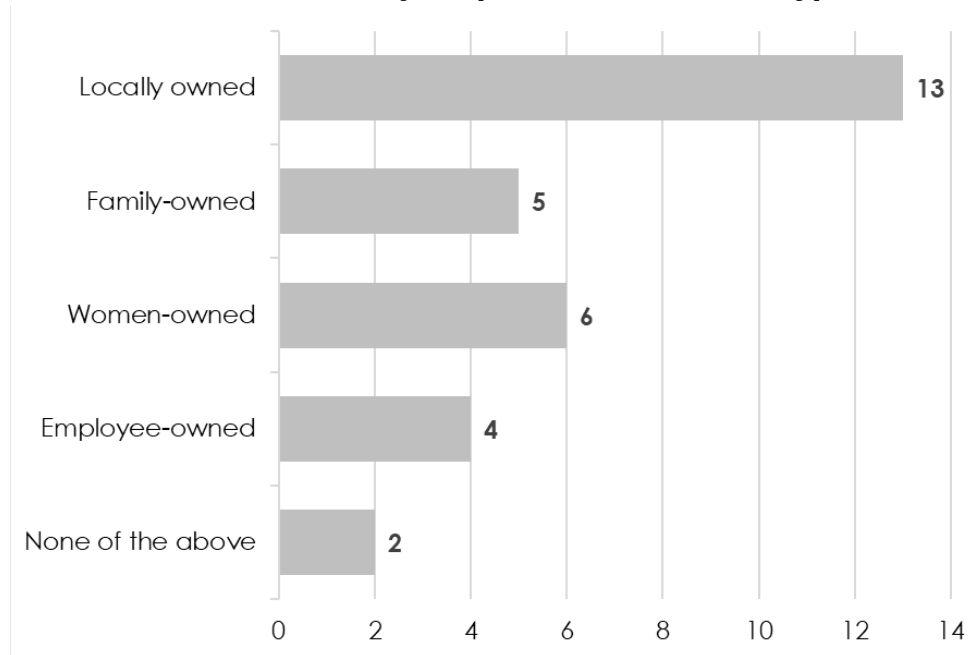
Exhibit 55. Survey Respondents - Respondent's Role



Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

H. Select all that apply to your business:

Exhibit 56. Survey Respondents - Business Type



Sources: City of Redmond Economic Development Strategic Plan Business Survey, 2024; Community Attributes, 2024.

**City of Redmond Economic Development Plan:
City Council Question Tracking
Updated 6.25.24**

This document reflects questions organized by topic area, from various touchpoints with Council from May 2023 through the March 26, 2024 Council Study Session. Staff comments and references to focus areas and strategies related to the topic are included in each section.

Topic	Discussion Notes	Plan Inclusion Index
Plan Alignment	<p><u>City Council Question(s)</u></p> <ul style="list-style-type: none"> • <i>How are all the city plans woven together especially around equity work and the Redmond 2050 Intercultural District?</i> <p><u>Staff Response</u></p> <ul style="list-style-type: none"> • Staff was intentional to ensure review and reference of Redmond and Regional plans and studies to ensure alignment. The Economic Development Manager led an interdepartmental Core Team throughout the strategy development process and will have dedicated meetings with applicable city programs to review and finalize actions. • Equitable Economic Mobility is a Foundational Strategy and includes supporting and engaging in City DEI efforts and fostering equitable economic security and wealth generation. • The Redmond 2050 Intercultural District is reflected in the District Development and Equitable Small Business strategies and actions. 	<p>-Equitable Economic Mobility Foundational Strategy (Page 29)</p> <p>-Equitable Small Business Support (Page 35)</p> <p>-District Development (Page 51)</p>
Vision	<p><u>City Council Question(s)</u></p> <ul style="list-style-type: none"> • <i>Who is Redmond and what do we want to be when we grow up - what's our Vision?</i> • <i>Ensure that we do not exclude those who are not the majority demographic of young, educated and diverse.</i> <p><u>Staff Response</u></p> <ul style="list-style-type: none"> • A draft Economic Development Vision was created as part of the plan that is in alignment with the City and Redmond2050 Economic Vitality vision. Focus Area goals also help set narrative for what we want to achieve including inclusion and equitable outcomes. 	<p>-Vision Statement (Page 27)</p> <p>-Equitable Small Business Support (Page 35)</p> <p>-Workforce (Page 48)</p>

**City of Redmond Economic Development Plan:
City Council Question Tracking
Updated 6.25.24**

Topic	Discussion Notes	Plan Inclusion Index
Cluster Development/ Diversification	<p><u>City Council Question(s)</u></p> <ul style="list-style-type: none"> • <i>What is the right balance of industries and company sizes?</i> • <i>How do we continue to support a thriving Innovation Technology sector and look to also diversify our industries in the future?</i> <p><u>Staff Response</u></p> <ul style="list-style-type: none"> • A healthy economic has a diversity of industries and company sizes. One of the focus areas of the plan is to provide targeted support to industry cluster beyond the Information, Communication and Technology (ICT) sector. Redmond’s strong ICT cluster is a benefit for growth in other sectors that are reflected in the strategies. • The intention of a Business Retention and Expansion program is to help businesses maintain or grow from a small business to a mid-size and large businesses. • Cluster Diversification and Expansion strategies identify the following industries for focused programing: Commercial Space, Life Sciences, Clean Tech, Retail, Creative Economy, and Tourism. • Key Performance Indicators will be established to measure cluster diversification. 	<p>-Cluster Diversification and Expansion (Page 43)</p> <p>-Business Retention and Expansion (Page 32)</p>
Sustainability	<p><u>City Council Questions</u></p> <ul style="list-style-type: none"> • <i>How does this plan relate to our climate goals and help jobs and homes located in the same place so people do not get in the car everyday?</i> • <i>Environmental sustainability is critical for this plan we think about businesses we want to attract.</i> <p><u>Staff Response</u></p> <ul style="list-style-type: none"> • Policy direction of Redmond 2050 is incorporated in this plan and the City’s sustainability goals are reflected in the Plan’s vision statement. • Redmond 2050 and the City’s sustainability program were represented on the Core Team. A Foundational strategy of this plan is Sustainability which focuses on embedding the City’s sustainability goals within Economic Development business outreach and programming. 	<p>-Sustainability Foundational Strategy (Page 29)</p> <p>-Transportation Foundational Strategy (Page 29)</p> <p>-Business Attraction (Page 46)</p>

**City of Redmond Economic Development Plan:
City Council Question Tracking
Updated 6.25.24**

Topic	Discussion Notes	Plan Inclusion Index
	<ul style="list-style-type: none"> • Clean tech companies were highlighted as an opportunity to focus on for business attraction and cluster support and is reflected in those strategies and draft actions. • Additional foundational strategies of the plan include Affordable Housing and Transportation, both of which will assist in transit mode shifts and lowering commutes times. • Business survey participants mentioned that the new light rail opening will create possibilities to improve the quality of life for Redmond residents and workers, but last mile public transportation is important to realize the full potential of the new light rail stations in Redmond. • In looking at the detailed data of commute trends, Redmond residents have one of the shortest commute times in the region at 25 minutes. • While 89% of all Redmond workers commuted into the city for work from nearby communities, this is still lower than commuters to Bellevue, Kirkland, Issaquah, and Newcastle – all above 90%. The top cities of origin for Redmond workers in 2021 were Seattle (16%), Bellevue (11%), Kirkland (7%), and Sammamish (6%). 	<p>-Cluster Diversification (Page 43)</p>
<p>District Development/ Placemaking and Branding</p>	<p><u>City Council Question(s)</u></p> <ul style="list-style-type: none"> • <i>What are the aspects that create a high quality of life – what is the right mix of businesses?</i> • <i>I would also like to see as we grow in our urban centers, let's really think about what kind of businesses we want to attract to those core areas to make it really live-able (nightlife, entertainment, food, book store etc.)- what are those type of things and let's attract them- figure out what we are missing there within each of the urban centers. As we are developing, let's be intentional about attraction.</i> • <i>How can we reimagine big parts of our city especially around Light Rail?</i> • <i>How are we amplifying the brand of the districts. SE Redmond, Overlake, how do we move from more corporate focus to brand of district?</i> • <i>How do we implement placemaking and engage existing businesses and neighbors?</i> • <i>What is the right mix of businesses we want to have in each neighborhood to promote a strong quality of life?</i> 	<p>-District Development and Placemaking (Page 51)</p> <p>-Business Attraction (Page 46)</p> <p>-Cluster Diversification - Retail (Page 43)</p> <p>-Communication and Storytelling Foundational Strategy (Page 27)</p> <p>Ecodistrict Definition (Page 54)</p>

**City of Redmond Economic Development Plan:
City Council Question Tracking
Updated 6.25.24**

Topic	Discussion Notes	Plan Inclusion Index
	<ul style="list-style-type: none"> • <i>Is there anything else we can encourage or attract to create opportunities for youth and the younger generation might be looking for in a community?</i> • <i>If I am a college student coming back to Redmond or someone wanting to move here what kind of information when this is complete will I be able to see about the future of Redmond. What do you think it will show from a broad perspective of this is the kind of city you can expect from this action plan?</i> • <i>How do define an ecodistrict?</i> <p><u>Staff Response</u></p> <ul style="list-style-type: none"> • District Development and Placemaking was intentionally developed as a focus area to leverage the opportunities of branding Redmond’s unique neighborhood identities, especially as light rail brings more exposure to the individual neighborhoods of Redmond. • The District Development and Placemaking Focus Area goal reads “Create and evolve district identities and branding to leverage district marketing power in support of inclusive and equitable growth and economic impact. <p><u>Strategies include:</u></p> <ul style="list-style-type: none"> • Foster the creation of district organizations that can convene, brand, program and promote Redmond’s unique business districts. • Developing a unique, strongly branded identity for Redmond's business districts and to preserve and promote the arts, entertainment, events, cultural assets, and sciences in Redmond to attract new firms, industries, residents, and visitors. • Additionally, one of the Foundational Strategies is “Communications and Storytelling” which includes amplify a compelling narrative about Redmond for a variety of audiences. • A Business Recruitment strategy includes, “Target recruitment of businesses that strengthen the city’s commercial, cultural, and district identities.” • A Cluster Diversification strategy includes “Retain and grow independent Retail activities that strengthen and differentiate Redmond's sense of place and experiential offerings.” 	

**City of Redmond Economic Development Plan:
City Council Question Tracking
Updated 6.25.24**

Topic	Discussion Notes	Plan Inclusion Index
Small Business	<p><u>City Council Question(s)</u></p> <ul style="list-style-type: none"> • <i>Will microbusinesses be included?</i> • <i>I would like to see additional work on disadvantaged business enterprises as well- specifically what we will be doing to encourage and support women and minority owned businesses.</i> • <i>Can you let us know how small businesses will be incorporated into this work?</i> • <i>Address that access to capital is a challenge to minority owned businesses. Businesses can start but have a difficult time scaling.</i> • <i>What are the criteria of the organizations we contract with for business support and that they address the needs of small minority owned businesses and not just one size fits all approach?</i> <p><u>Staff Response</u></p> <ul style="list-style-type: none"> • Of the total 3,875 Redmond businesses in 2023, two-thirds had 4 or less employees and are considered micro-businesses. • Equitable Small Business and Entrepreneurship Support is a Focus Area of the Economic Development Plan. • Many actions in the Equitable Small Business Support Focus Area are in relation the need for additional capital to start and scale small businesses. • There is no one-size fits all approach to business assistance, and there is a large ecosystem of providers that the City coordinates with including but not limit to the SBDC, Community Business Connector, Small Business Resiliency Network partners, Startup425 and more. Find out more at Small Business Support Redmond, WA <p><u>Strategies related to questions include:</u></p> <ul style="list-style-type: none"> • Collaborate with partners to develop programs that provide culturally trusted small business support across industries in Redmond. • Foster entrepreneurship across industries and work with partners to ensure support for a diverse community of entrepreneurs. 	-Equitable Small Business and Entrepreneurship Support (Page 35)

**City of Redmond Economic Development Plan:
City Council Question Tracking
Updated 6.25.24**

Topic	Discussion Notes	Plan Inclusion Index
	<ul style="list-style-type: none"> Encourage an equity in contracting program to increase contracting, procurement, and consulting opportunities for small and minority owned businesses. 	
Displacement	<p><u>City Council Question(s)</u></p> <ul style="list-style-type: none"> <i>Can we give displacement grants for businesses that had to move due to growth and development?</i> <i>What are some displacement mitigation strategies – what are the places that have delt with similar situation and have best practices?</i> <i>What are the creative solutions available to mitigate displacement?</i> <i>Can we explore land banking or other solutions to address displacement?</i> <i>How do we support the unique needs of unique spaces like fitness areas</i> <i>Displacement and Retention – especially around intercultural district.</i> <p><u>Staff Response</u></p> <ul style="list-style-type: none"> 41% of respondents to the business survey mentioned they feel their business may be at risk of being forced to relocate from Redmond in the next five years. New supply of real estate is more expensive than what a business was displaced from, and businesses struggle to find locations they can afford. Displacement mitigation is complicated due to State of Washington gift of public fund rules. Unfortunately, while Redmond was able to offer a grant program with CARES and ARPA Federal funding, general fund dollars business grants are restricted by the State’s gift of public fund rules. Many programs used in other locations include a Public Development Authority, Land Trust and Revolving Loan Fund and these are being considered for action development. Staff applied for and received a Thriving Communities HUD technical assistance grant to examine displacement in Redmond. Preliminary feedback from small businesses, partners, and staff during 2023 established baseline conditions and needs. HUD and Smart Growth America’s technical assistance team then sought case studies and comparative conditions from across the nation. In April 2024, this team will engage regional developers and related 	-Business Retention and Expansion (Page 32)

**City of Redmond Economic Development Plan:
City Council Question Tracking
Updated 6.25.24**

Topic	Discussion Notes	Plan Inclusion Index
	<p>partners to identify feasible solutions for Redmond that advance displacement-related actions, as identified in the Economic Development Strategic Action Plan. Staff look forward to final deliverables later this year.</p> <p>Many of the Business Retention and Expansion strategies are in response to the displacement concerns we heard from businesses in Redmond.</p> <p><u>Strategies include:</u></p> <ul style="list-style-type: none"> • Collaborate with Long Range Planning and Development Services to consider how the city can incentivize the creation of needed flexible spaces for retail, manufacturing, creative uses, and recreation uses. • Work to proactively understand and predict the threats and opportunities for existing businesses in Redmond, including displacement. • Work with public and private partners to foster affordable commercial space solutions. 	
Retail	<p><u>City Council Question(s)</u></p> <ul style="list-style-type: none"> • <i>What are the macro retail trends - is this why we are seeing a decline? What should be our target given the trend?</i> • <i>What might go in place if we don't have the classic big box retail – is it mom and pop shop retail or activities – what would succeed?</i> • <i>Retail Vacancy rate – does this include spaces that have converted from retail to office (Macy's and REI)? people still feeling that loss, how do we fill that retail gap?</i> • <i>Address vacancies we do have and that have been vacant for quite a while and incentivizing them to get filled?</i> <p><u>Staff Response</u></p>	<p>-Business Retention and Expansion (Page 32)</p> <p>-Equitable Small Business and Entrepreneurship Support (Page 35)</p> <p>-Cluster Diversification (Page 42)</p>

**City of Redmond Economic Development Plan:
City Council Question Tracking
Updated 6.25.24**

Topic	Discussion Notes	Plan Inclusion Index
	<ul style="list-style-type: none"> • From 2010 to 2022, Redmond’s retail square feet per capita declined by 31%, the most of all benchmark cities, and retail vacancies at 1% are extremely low. • Retail sales in Redmond increased at a slower pace than King County. • Food and beverage, clothing, personal care and auto are less concentrated in Redmond relative to King County. • As a vacancy rate of 3% is considered healthy because it represents a market balanced between tenants and owners, these extremely low vacancy rates, and the lack of new deliveries (only two new buildings totaling 162,000 sf built in the last decade in Redmond), indicate that demand is outstripping supply of this commercial typology. • This shortage of space is also driving up lease rates and impacting smaller and independently owned business viability in Redmond. • Local independent retail is desired by locals and tourist and supports. • Retail vacancies in Redmond are most likely due to affordability (high rents) and suitability of those retail spaces in new developments for smaller independent businesses. As Redmond continues to grow, business parks in Marymoor and Overlake are at risk of redevelopment. As referenced above the ground floor commercial spaces provided by a multifamily building are difficult for a previously displaced business to utilize. • Retail spaces in new buildings are more likely to be a bare-bones space needing investment in tenant improvements to add the necessary physical amenities. The spaces may be too large for small businesses like a mom-and-pop store. Many spaces in new development, likely were built and financed for a retail chain, leaving little to no flexibility to lower rents or lease to less “credit-worthy” tenants. • Redmond 2050 Overlake Incentive Program is one tool that currently has small business affordable commercial space incentives included and the Economic Development Program will continue to work with Long Range Planning on incentive opportunities. <p><u>Strategies to support Retail include:</u></p>	<p>- District Development and Placemaking (Page 51)</p>

**City of Redmond Economic Development Plan:
City Council Question Tracking
Updated 6.25.24**

Topic	Discussion Notes	Plan Inclusion Index
	<ul style="list-style-type: none"> • Collaborate with Long Range Planning and Development Services to consider how the city can incentivize the creation of needed flexible spaces for retail, manufacturing, creative uses, and recreation uses. • Work with public and private partners to foster affordable commercial space solutions. • Retain and grow independent Retail activities that strengthen and differentiate Redmond's sense of place and experiential offerings. • Leverage the arrival of the 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. • Preserve and promote the arts, entertainment, events, cultural assets, and sciences in Redmond to attract new firms, industries, residents, and visitors. 	
Childcare	<p><u>City Council Question(s)</u></p> <ul style="list-style-type: none"> • <i>How do we attract more childcare institutions?</i> <p><u>Staff Response</u></p> <ul style="list-style-type: none"> • Strategies regarding supporting childcare business attraction and development are currently drafted for both the Small Business and Workforce Chapter and include: • Identify and support opportunities to increase affordable dependent care and other supportive services to facilitate workforce attraction and retention. • Increase outreach to and understanding of Redmond home-based businesses to help them grow and connect to market opportunities. • Work with public and private partners to foster affordable commercial space solution. 	<p>Equitable Small Business and Entrepreneurship Support (Page 35)</p> <p>Workforce Focus Area (Page 48)</p>
Workforce	<p><u>City Council Question(s)</u></p> <ul style="list-style-type: none"> • <i>Have there been conversations around increasing the minimum wage?</i> <p><u>Staff Response</u></p>	

**City of Redmond Economic Development Plan:
City Council Question Tracking
Updated 6.25.24**

Topic	Discussion Notes	Plan Inclusion Index
	<ul style="list-style-type: none"> Staff recommended proposing a minimum wage analysis outside of the Economic Development Plan process and directed by the city council. 	
Data	<p><u>City Council Question(s)</u></p> <ul style="list-style-type: none"> <i>Will a SWOT be included in the plan?</i> <i>What is missing in Redmond what are the gaps?</i> <i>Reference the federal poverty line</i> <i>4% office vacancy – what is the national rate?</i> <i>Outreach to small business – outreach in addition to OneRedmond.</i> <i>Look at cities that have similar commute times.</i> <p><u>Staff Response</u></p> <ul style="list-style-type: none"> The data analysis appendix will include a SWOT (strengths, weaknesses, opportunities, threats) analysis. \$13,788 is the 2021 poverty level for individuals that is used by the U.S. Census Bureau. 16.9% for the U.S. office market vacancy rate in Q4 2023 \$13,788 is the 2021 poverty level for individuals that’s used by the U.S. Census Bureau to determine who is in poverty. 16.9% for the U.S. office market vacancy rate in Q4 2023 Outreach included incorporating feedback from recent studies and engagement efforts, City of Redmond staff led stakeholder interviews, focus groups, and a questionnaire sent to all Redmond business license holders available in five languages. A “Let’s Engage” Webpage is currently active and inviting feedback on the draft strategies. Through action implementation, staff will continue to seek data for comparative and competitive analysis 	-Data Analysis Appendix
Implementation	<p><u>City Council Question(s)</u></p> <ul style="list-style-type: none"> <i>Would like clarity on what are the roles we want to have within the city versus external partnerships like OneRedmond?</i> 	-Regional Collaboration and Partnerships Foundational Strategy (Page 29)

**City of Redmond Economic Development Plan:
City Council Question Tracking
Updated 6.25.24**

Topic	Discussion Notes	Plan Inclusion Index
	<ul style="list-style-type: none"> • <i>As we move forward how do we think about staffing and capacity needed to execute, especially now that we have some staff capacity.</i> • <i>What is the strategy and implementation roadmap?</i> • <i>What is solvable in the 5-year window and how do we set ourselves up for the next 5 years?</i> • <i>Invest in focus areas through budget, partners and legislative agenda.</i> • <i>Identify key factors that need to happen or risks to achieving the vision</i> <p><u>Staff Response/Recommendation</u></p> <ul style="list-style-type: none"> • As Redmond’s first Economic Development Strategic Plan, this Plan will build the City’s Economic Development Program, and set the narrative of economic development in Redmond. • Staff will provide regular implementation updates to the City Council over the next 5 years. Progress on the actions will be prioritized based on council and community feedback, and dependent on staffing capacity and funding opportunities (e.g. grants). • Economic development staff will also seek to partner where possible on implementation and partnership scopes will be informed by this plan. • Regional Collaboration and Partnerships is a Foundational Strategy and focuses on leverage partners across the region for organizational strengths and economies of scale in achieving aligned outcomes. • Several considerations have been identified for successful implementation of the plan including staff capacity, budget considerations, partner program development and agility. 	<p>-Implementation Action Plan (page 55)</p>



Memorandum

Date: 7/2/2024
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-303
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	Todd Rawlings	Process Improvement Manager
Planning and Community Development	Tim McHarg	Principal Planner
Planning and Community Development	Kimberly Dietz	Principal Planner

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.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
SB-5290 amends the Local Project Review Act, Chapter 36.70B RCW, with the intent to increase the timeliness and predictability of local project review. HB-1293's intent is also to increase timeliness of local project review specific to design review. 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

SB-5290 amends the Local Project Review Act, Chapter 36.70B RCW, with the intent to increase the timeliness and predictability of local project review. SB-5290’s amendments are intended to modernize and streamline local project review. They are one of several bills that addressed land use and planning during the 2023-2024 legislative session. SB-5290 became effective on July 23, 2023, except for section 7 that will take effect on Jan. 1, 2025. SB-5290 includes:

- Updated local permit review timelines;
- Clarifications regarding the determination of completeness process;
- New exemption from site plan review for certain interior projects that contain no exterior alterations;
- Updated annual reporting requirements related to permit issuance; and
- Provisions requiring partial permit fee refunds for failure to timely process permit applications.

[Additional information including bill history is available here. <https://app.leg.wa.gov/billsummary?BillNumber=5290&Initiative=false&Year=2023>](https://app.leg.wa.gov/billsummary?BillNumber=5290&Initiative=false&Year=2023)

HB-1293

HB-1293 establishes standards for local design review for Growth Management Act (GMA)-planning counties and cities. 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. Affected counties and cities, such as Redmond, must comply with the requirements beginning six months after their next periodic update under the GMA.

[Additional information including bill history is available here. <https://app.leg.wa.gov/billsummary?BillNumber=1293&Year=2023&Initiative=false>](https://app.leg.wa.gov/billsummary?BillNumber=1293&Year=2023&Initiative=false)

• **Council Request:**

N/A

• **Other Key Facts:**

The Technical Committee’s recommendation includes omission of the Design Review Board. This change maintains staff’s design review process concurrent to project review for code compliance. Based on the combined requirements of SB-5290 and HB-1293, this recommendation streamlines both project review and design review in order to meet the time requirements set forth by the legislature.

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.

Preparation for the review process involves a three-week lead time including:

- Staff’s design review for code conformance;

- Memo and recommendation development and review; 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 Design Review Board. The Board experiences challenges in meeting quorum in order to hold meetings and make formal recommendations. This causes delay in project decision making and has the potential to increase development costs.

The recommended omission of the Design Review Board 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;
- Consult with an on-call professional when additional design expertise is needed such as to support staff capacity or expertise; and
- Provide timely, clear, and concise recommendations regarding code compliance 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 reflect one resident comprising the Redmond Landmark Commission and serving as a special member on the King County Regional Landmarks Commission for landmark, historic design review, and other historic services.

OUTCOMES:

Amendments to development regulations have been preempted by state legislation. The recommendations to amend the Redmond Municipal and Zoning Code are anticipated to provide conformance with individual legislative measures required by legislation for the City's adoption and implementation 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 owner, 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 King and Snohomish Counties;
- Washington Department of Commerce and associated agencies; and
- Planning Commission public hearing on May 29, 2024, and held open for written comment 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 individual hearing. 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.

• **Feedback Summary:**

Significant outreach and involvement occurred in association with the Legislature’s enactment of the two bills. This included communication by the Washington Dept. 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:

No cost is initially anticipated to result in the City’s action on the recommended amendments to the Redmond Municipal and Zoning Codes. However, the legislation requires that by January 1, 2025, the City must adopt and implement amendments to its development regulations specific to the provisions of SB-5290 and HB-1293. In the event that the City is unable to adopt the amendments by January 1, 2025, the legislature will preempt the City’s permit review process until such time that the City adopts and implements the required 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.

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
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/16/2024	Business Meeting	Provide Direction
9/10/2024	Study Session	Provide Direction
10/15/2024	Business Meeting	Approve

Time Constraints:

SB-5290 requires the City to adopt and implement amendments to its development regulations specific to the provisions of the bill by January 1, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

In the event that 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 such time that the City adopts and implements the required provisions. 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 <https://www.redmond.gov/DocumentCenter/View/32617/Legislative-Action-Form---Technical-Committee>](https://www.redmond.gov/DocumentCenter/View/32617/Legislative-Action-Form---Technical-Committee), May 8, 2024
 - a. [Staff Compliance Review <https://www.redmond.gov/DocumentCenter/View/32619/Attachment-A-Staff-Compliance-Review-and-Analysis-for-Legislative-Conformance>](https://www.redmond.gov/DocumentCenter/View/32619/Attachment-A-Staff-Compliance-Review-and-Analysis-for-Legislative-Conformance)
 - b. [Proposed Zoning and Municipal Code Changes <https://www.redmond.gov/DocumentCenter/View/32618/Attachment-B-Proposed-Zoning-and-Municipal-](https://www.redmond.gov/DocumentCenter/View/32618/Attachment-B-Proposed-Zoning-and-Municipal-)
 - i. [RZC 21.76 Review Procedures <https://www.redmond.gov/DocumentCenter/View/32554/RZC-21_76-Review-Procedures>](https://www.redmond.gov/DocumentCenter/View/32554/RZC-21_76-Review-Procedures)
 - ii. [RZC 21.58 Introduction Design Standards, Scope, and Authority <https://www.redmond.gov/DocumentCenter/View/32553/RZC-21_58-Introduction-Design-Standards-](https://www.redmond.gov/DocumentCenter/View/32553/RZC-21_58-Introduction-Design-Standards-)
 - iii. [RZC 21.78 Definitions <https://www.redmond.gov/DocumentCenter/View/32555/RZC-21_78-Definitions>](https://www.redmond.gov/DocumentCenter/View/32555/RZC-21_78-Definitions)
 - iv. [RMC 4.23 Design Review Board <https://www.redmond.gov/DocumentCenter/View/32556/RMC-4_23-Design-Review-Board>](https://www.redmond.gov/DocumentCenter/View/32556/RMC-4_23-Design-Review-Board)
 - v. [RMC Sections Reflecting Omission of the Design Review Board <https://www.redmond.gov/DocumentCenter/View/32557/RMC-Sections-per-Omission-of-Design-Review-](https://www.redmond.gov/DocumentCenter/View/32557/RMC-Sections-per-Omission-of-Design-Review-)



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:	David Lee, Manager, Current Development and Implementation, 425-556-2462 Todd Rawlings, Process Improvement Manager, 425-556-2421 Tim McHarg, Principal Planner, 425-556-2414 Kimberly Dietz, Principal Planner, 425-556-2415

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

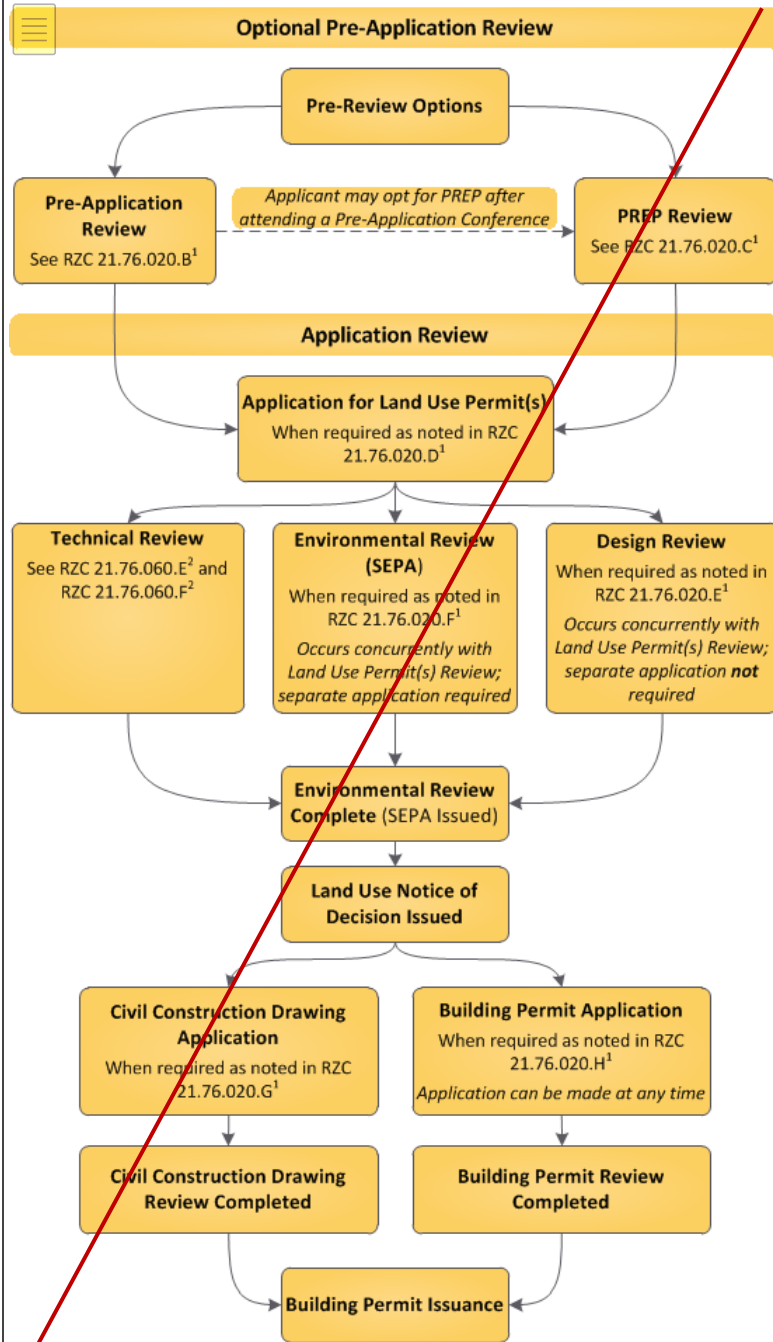


Figure Notes:

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;~~

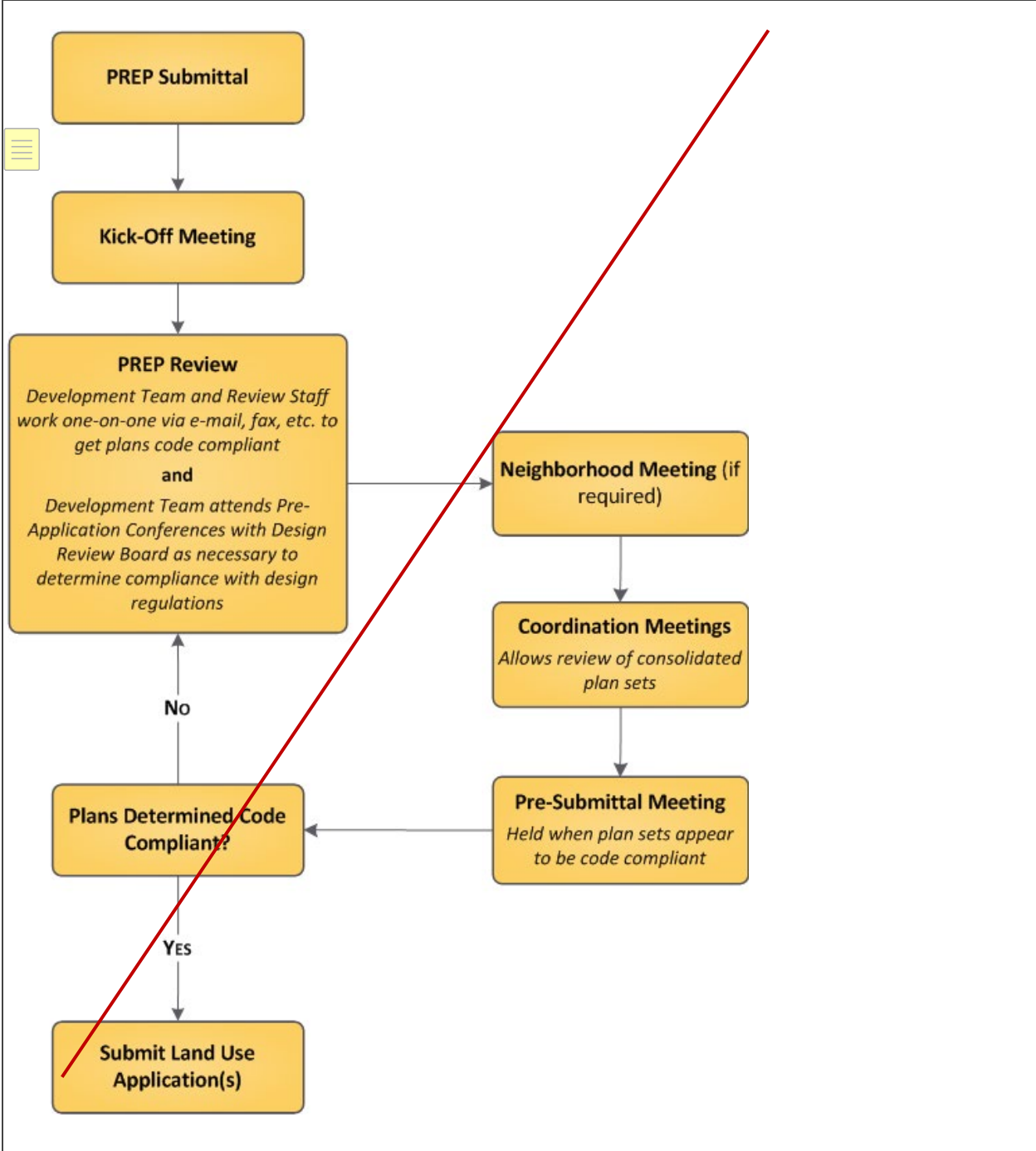
~~f. Describes requirements for staying in PREP;~~

~~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:

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

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.

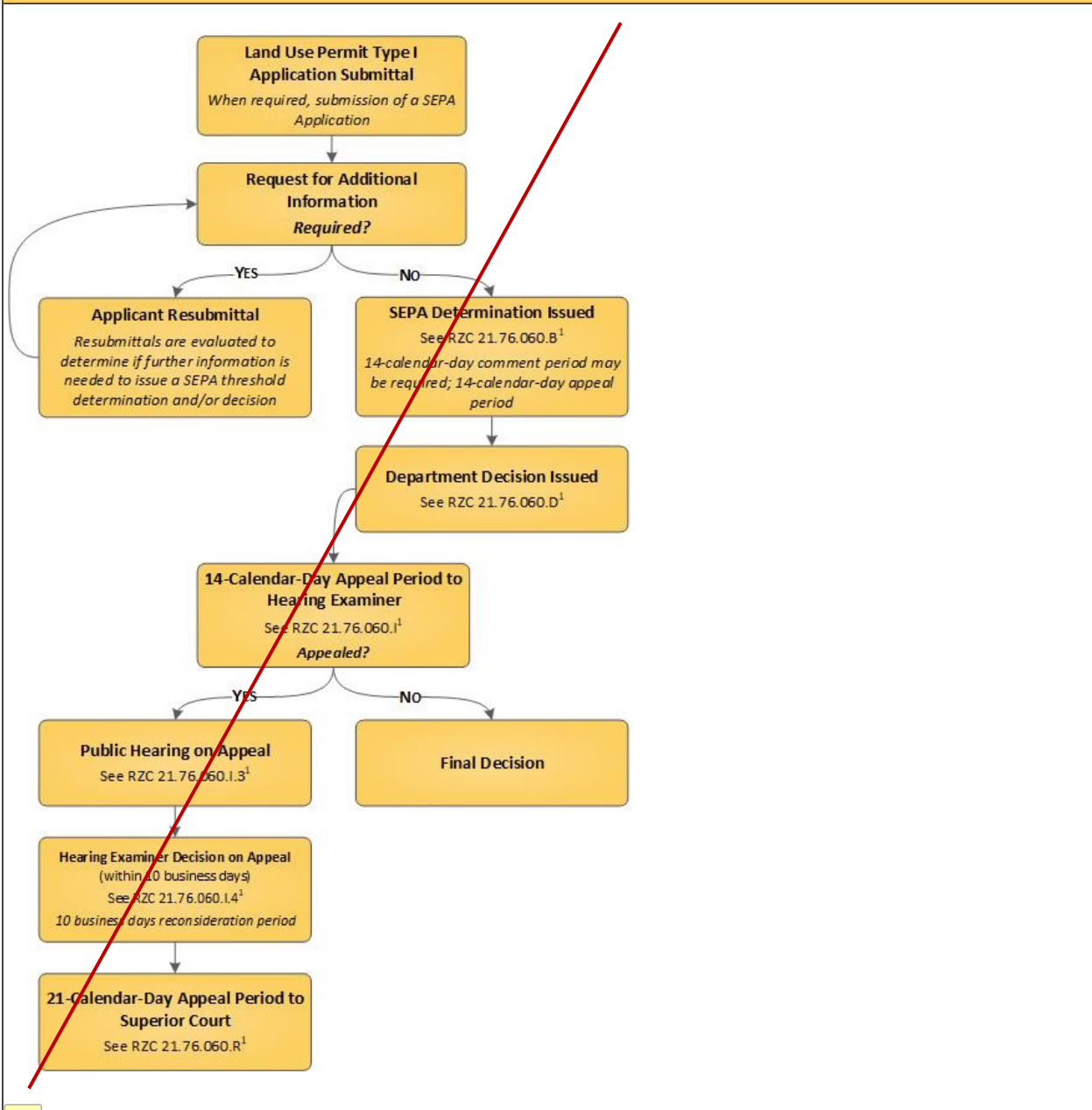
F. Type I Review.

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~~



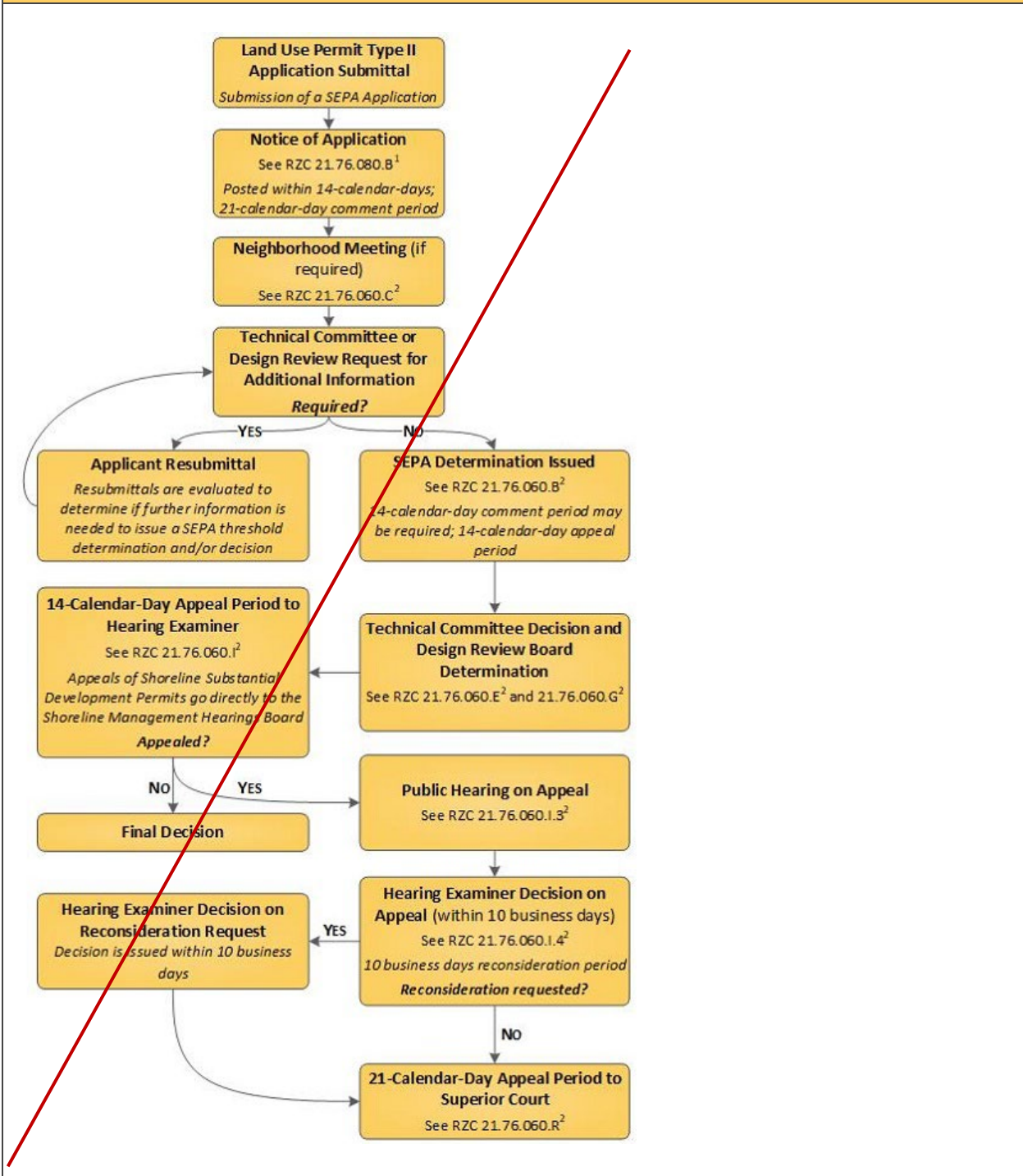
~~1. Link to RZC 21.76.060~~

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~~



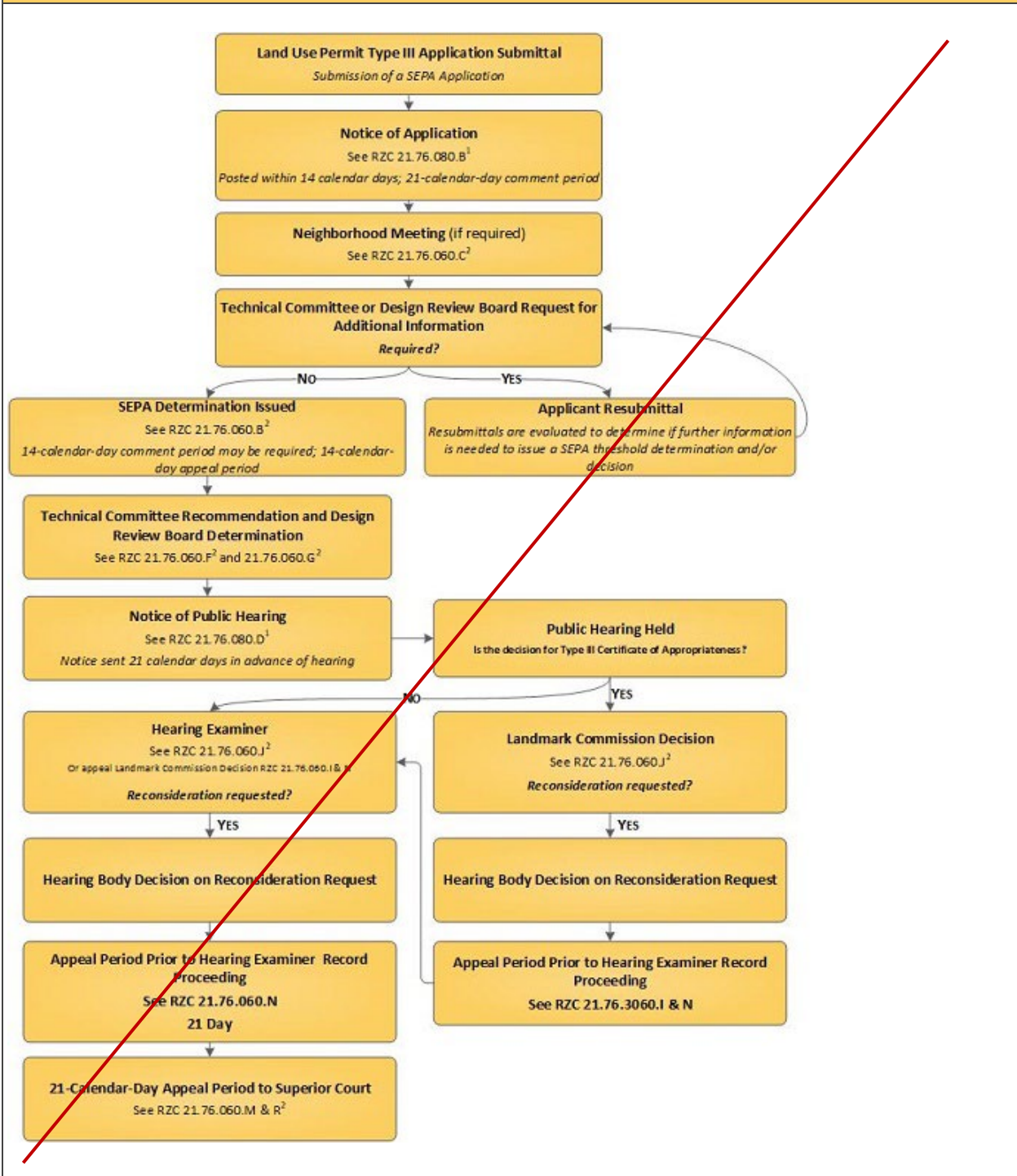
~~Figure 21.76.050B~~~~Flow Chart for Type II Process~~~~Figure Notes:~~~~1. Link to RZC 21.76.080~~~~2. Link to RZC 21.76.060~~

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~~

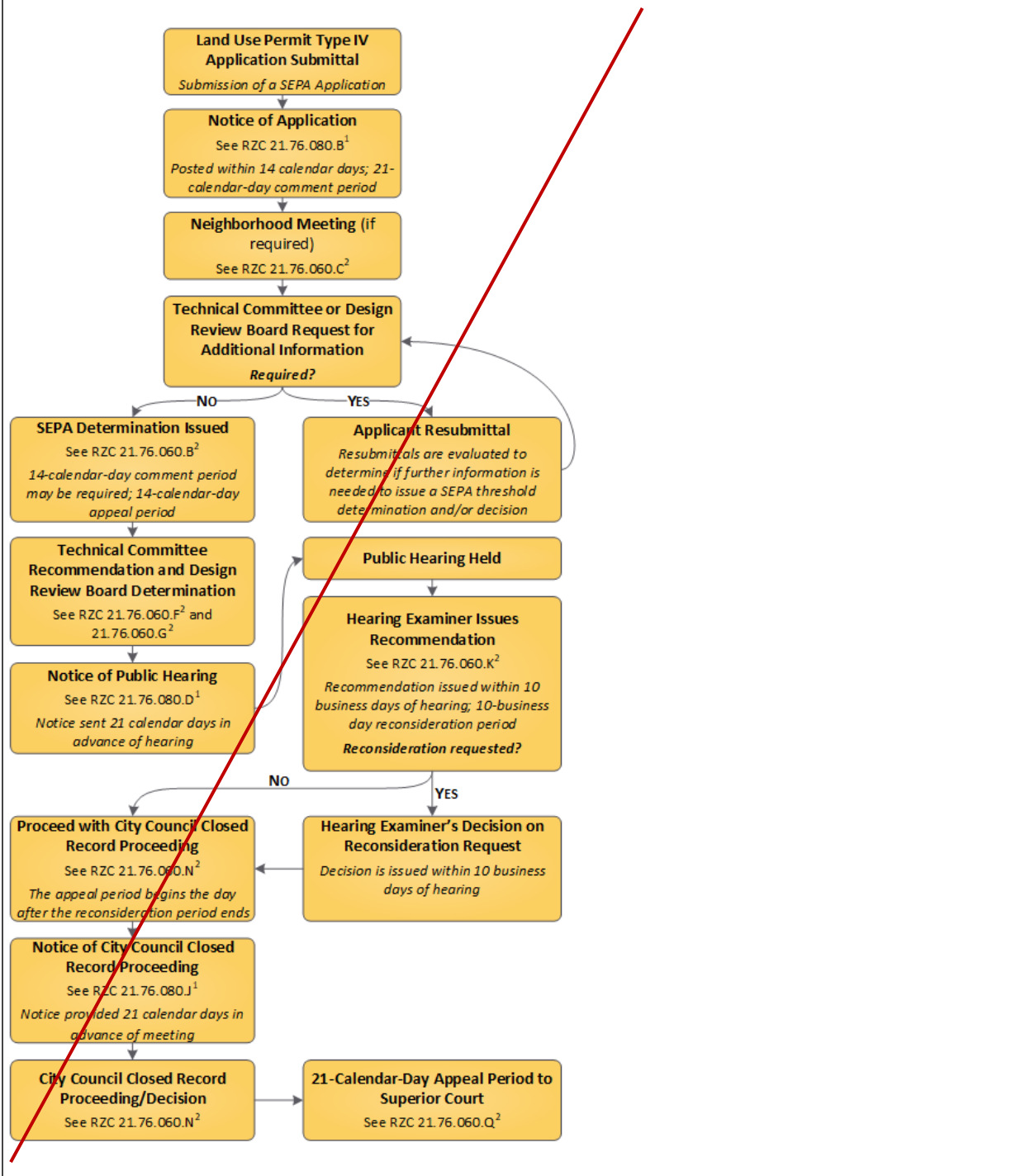
I. Type IV Review.

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~~

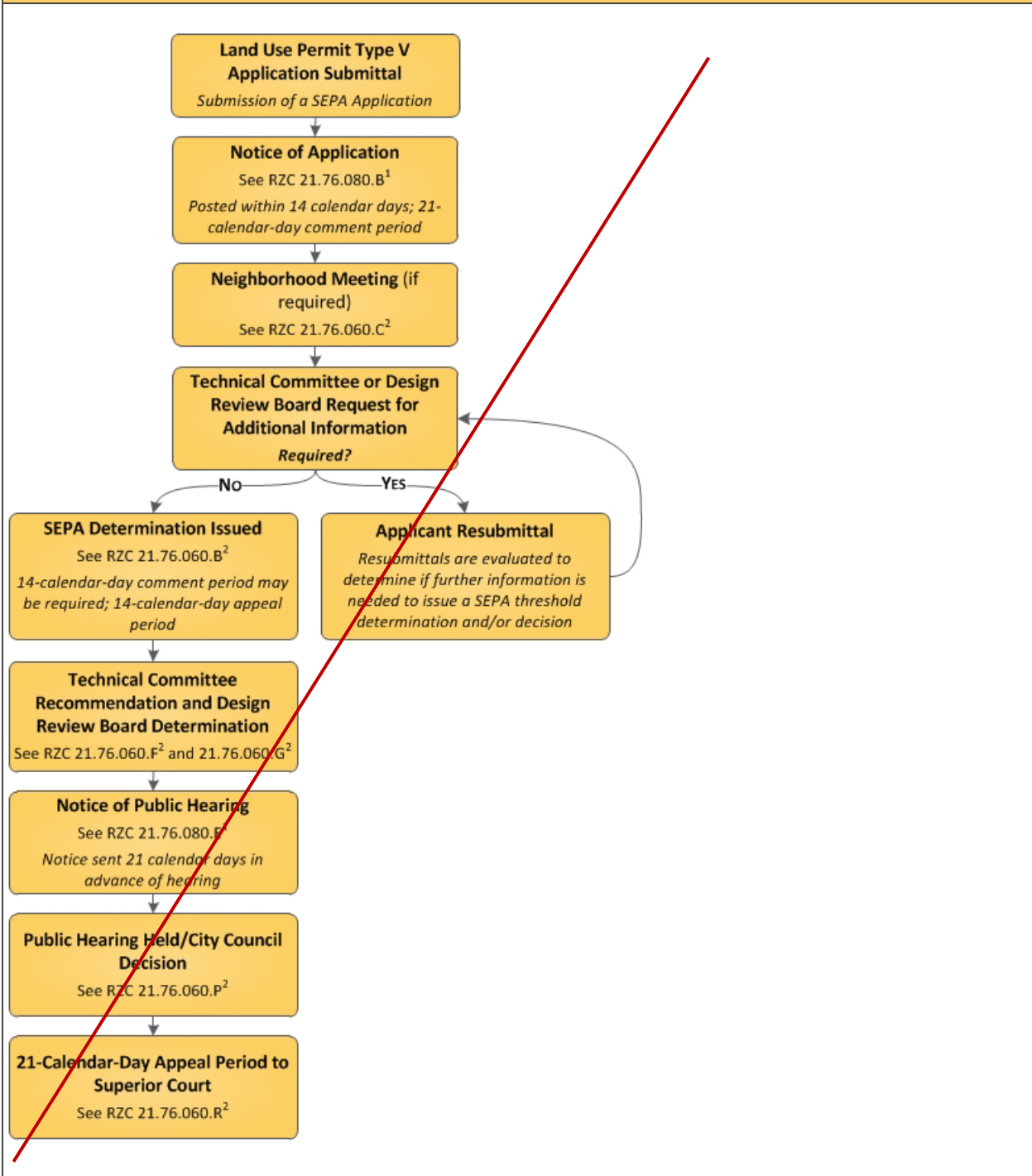
~~2. Link to RZC 21.76.060~~


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

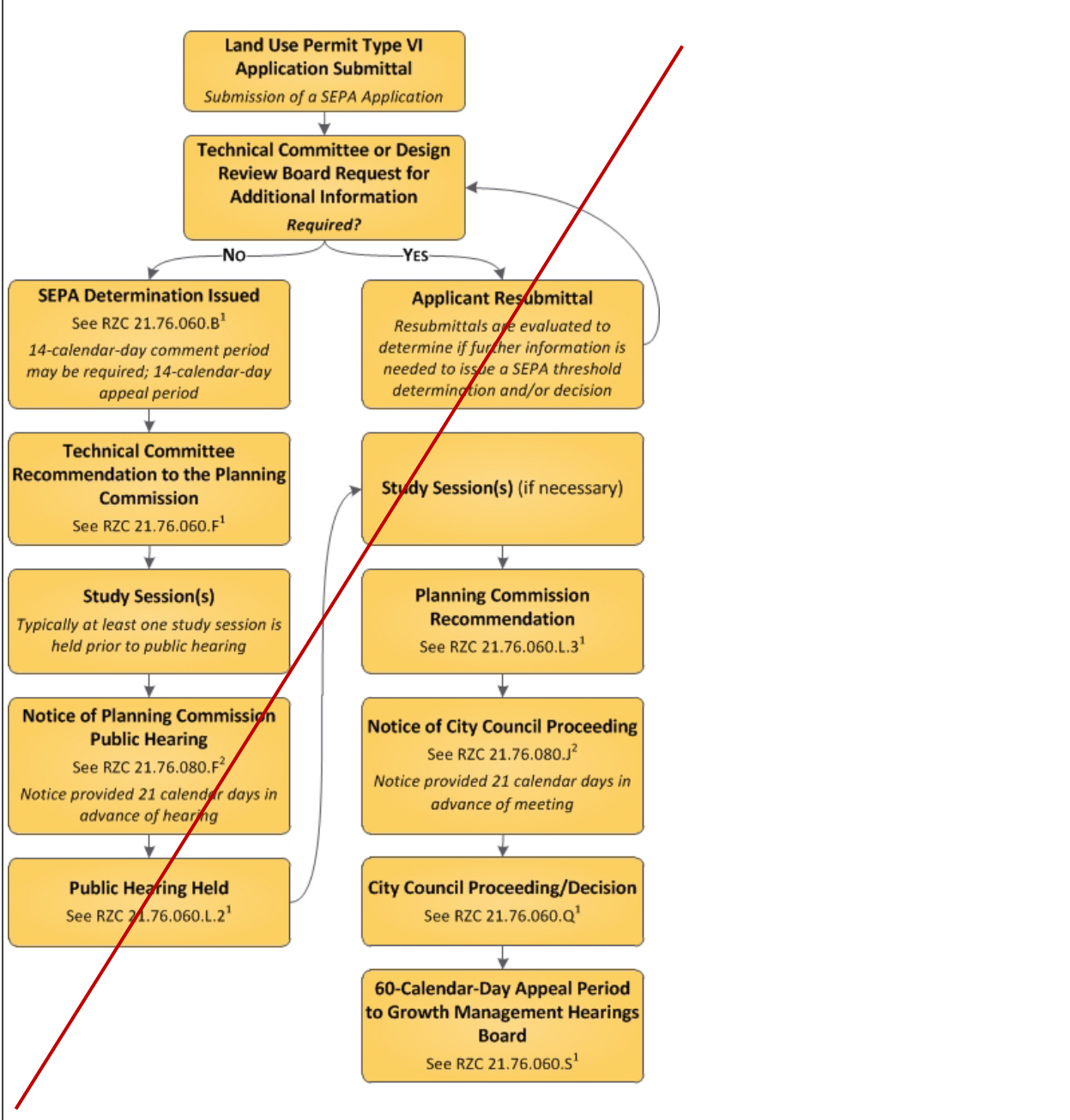



Figure Notes:

 ~~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)



Memorandum

Date: 7/2/2024
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-299
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	Mike Haley	Senior Project Manager
Public Works	Jeff Thompson	Senior Engineer
Public Works	Steven Gibbs	Acting Capital Projects Division Manager
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:

Final Construction Contract with James W. Fowler Co. and Construction Acceptance for the Wastewater Pump Station 12 Replacement Project

OVERVIEW STATEMENT:

Public Works is requesting approval of the final contract and accept construction for the Wastewater Pump Station 12 Replacement project (No. 1129-404-03). The contract with James W. Fowler Co. had a base bid amount of \$2,797,311, plus change orders and bid items increases or decreases, resulting in a final contract amount of \$3,758,353. The project replaced the aging pump station with a larger pump station equipped to handle the increased needs of the rezoned Marymoor subarea.

Public Works is also requesting Council to increase the total funding for this project from \$4,941,332 to \$5,858,583.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
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 accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The replacement of an aging wastewater pumping station with a new larger station ensures continuation of service to the rezoned Marymoor subarea neighborhood that can handle an increase in growth.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$3,758,353

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable

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

If yes, explain:

An additional \$917,251 is needed for the increased pump station cost. This added cost will be covered through savings on other lift station projects within the Wastewater CIP. The cost will be covered through the unallocated fund balance within the Wastewater CIP. It is anticipated that most of the increased cost will be recovered through special connection fees assigned to each benefited property and collected at the time the property redevelops.

Funding source(s):
Wastewater CIP

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/16/2024	Business Meeting	Approve

Time Constraints:

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

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A: Wastewater Pump Station CIP Project Information Sheet

Attachment B: Additional Project Information



CIP Project Information Sheet

Project Name: Lift Station 12 Replacement

Project Status: Existing

Functional Area(s): Wastewater

Relevant Plan(s): General Wastewater Plan

Neighborhood: Southeast Redmond

Time Frame: 2012-2023

Budget Priority: Healthy and Sustainable

Citywide Rank: 164

Functional Area Priority: High

Location: Off of NE 65th Street in the Oak Ridge Park business park

Description:

Replace and upgrade existing wastewater lift station to meet increased demand due to redevelopment.

Anticipated Outcomes: *Primary:* Upgrade/Enhancement *Secondary:* New lift station that meets current and future demand.

Request: *Primary Reason(s):*

Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$4,046,978	\$378,332							\$4,425,310
Approved Changes									
Current Approved Budget	\$4,046,978	\$378,332							\$4,425,310
Proposed New Budget	\$4,046,978	\$378,332							\$4,425,310
Proposed changes due to	___ Scope Change	___ Schedule Change	___ Budget Change						

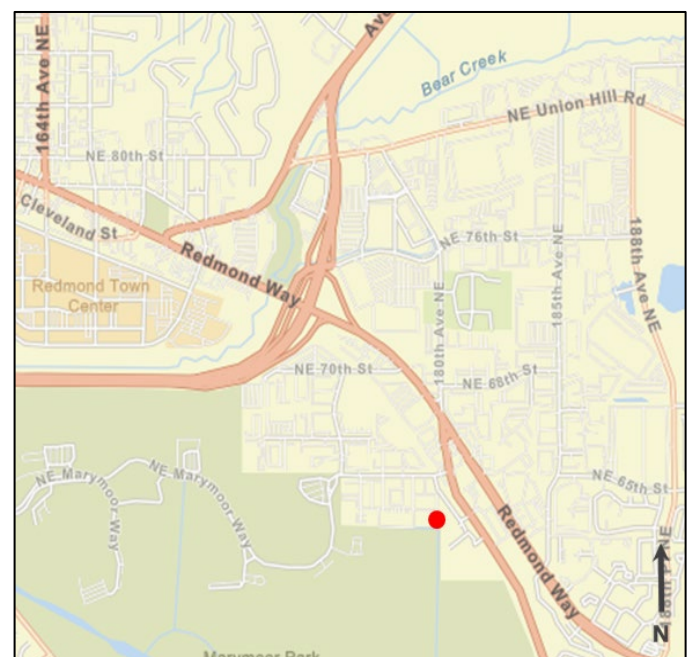
Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)	\$317,500								\$317,500
Right of Way	\$69,925								\$69,925
Design (31-100%)	\$921,422								\$921,422
Construction	\$2,738,131	\$21,361							\$2,759,492
Contingency		\$356,971							\$356,971
Total	\$4,046,978	\$378,332							\$4,425,310

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost		\$2,444	\$2,494	\$2,544	\$2,594	\$2,644	\$2,694	ongoing	\$15,414

Explanation: M&O will increase due to increased electricity usage and routine inspection and maintenance of more components.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Wastewater CIP	\$4,046,978	\$378,332		\$4,425,310
Total	\$4,046,978	\$378,332		\$4,425,310

23456789#####



Attachment B – Additional Project Information

Project Purpose

This project rebuilt the aging wastewater pumping station No. 12. The reconstruction of this station ensures continuation of sanitary sewer service to the Marymoor neighborhood served by the existing station, improves protection of public health and safety, and increases pump capacity for the sewer basin.

The increased pump station capacity cost will be covered through the unallocated funds within the Wastewater CIP. Most of the increased cost will be recovered through special connection fees assigned to each benefited property and collected at the time the property redevelops.

Background

Wastewater Pump Station No. 12 (WWPS 12) is located on the southeastern end of the East Marymoor Basin and was built in 1986. The Marymoor Subarea has been rezoned and the expected development is predicted to increase the design flow at WWPS 12 to approximately 300 gallons per minute.

Project Description

Wastewater Pump Station No. 12 Replacement is a new pump station with greater capacity located approximately 300 ft to the north of the old station location.

The pump station 12 project design was originally initiated in 2012 as part of a package with several other sewer pump stations needing rehabilitation or replacement. The rezone of the Marymoor Subarea required a redesign effort for this pump station in an alternative location to better fit with future use of the surrounding properties. During construction the contractor encountered difficulties in dewatering the groundwater to install the new station wet well and connecting deep sewer pipes. The contractor filed a claim for added work in an amount of \$1.57 million dollars. Through mediation, Redmond and the contractor settled the claim at \$975,000 plus tax. The settlement and added cost were presented to council on April 16, 2024, in executive session and then approved by vote at the end of the regular meeting. The added cost required the use of savings from other projects in the Lift Station Program of the wastewater CIP.

Fiscal Information

Current Project Budget	
Wastewater CIP approved at Award	\$4,941,332
Lift Station Program savings in the Wastewater CIP	\$917,251
Total Funding	\$5,858,583

Estimated Project Costs	
Design	\$1,288,658
ROW	\$69,925
Construction	\$3,424,550
Contractor Claim Settlement	\$1,074,450
Total Estimated Project Cost	\$5,858,583

Budget Difference **\$0**

Photos







Memorandum

Date: 7/2/2024
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-298
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	Senior Project Manager
Public Works	Jeff Thompson	Senior Engineer
Public Works	Steven Gibbs	Acting Capital Projects Division Manager
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:

Approve Final Contract with Award Construction and Accept Construction for the Wastewater Lift Stations 5, 6, 8, 11, and 15 Equipment Replacement Project

OVERVIEW STATEMENT:

Public Works is requesting Council to approve the final contract and accept construction for the Wastewater Lift Stations 5, 6, 8, 11, and 15 Equipment Replacement project (No. 1518, 1519, 2108, 2109, 1204-404-03). This contract with Award Construction had a base bid amount of \$4,495,713, plus change orders and bid items increases or decreases, resulting in a final contract amount of \$4,431,264. The project upgraded aging equipment at five pump stations, increasing their life cycles.

This project completes the ten-station, six-year program to replace or rehabilitate city lift stations. The original cost estimate for the program was \$44 million dollars with completion planned for 2025. The program was completed one year early at a cost of \$39 million, resulting in \$5 million in savings.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
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 accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

This project replaced aging wastewater lift station equipment and ensured continuation of service to the community.

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:
\$4,431,264

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Wastewater CIP

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/16/2024	Business Meeting	Approve

Time Constraints:

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

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A: Wastewater Lift Station Project Information Sheet

Attachment B: Additional Project Information

Attachment C: Wastewater Lift Station Program

CIP Project Information Sheet

Project Name: Lift Station Upgrades, Stations 5, 6, 8, 11 and 15

Project Status: Existing

Functional Area(s): Wastewater

Relevant Plan(s): General Wastewater Plan, Utilities Strategic Plan

Neighborhood: Citywide - Multiple

Location: Citywide in five locations.

Description:

Increase reliability and ability to maintain lift stations by upgrading equipment at lift stations 5, 6, 8, 11, and 15.

Time Frame: 2021-2024

Budget Priority: Healthy and Sustainable

Citywide Rank: 163

Functional Area Priority: High

Anticipated Outcomes: *Primary:* Rehabilitation *Secondary:*

Lift stations are rehabilitated, reliable, and maintainable, and the life cycle of the stations is extended.

Request: *Primary Reason(s):*

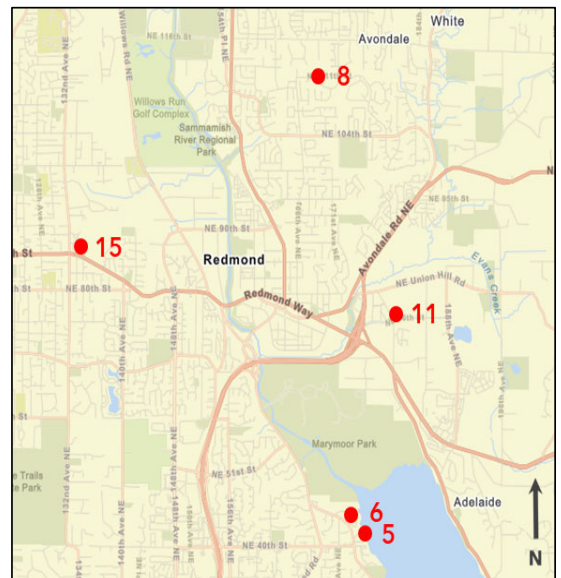
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$2,322,701	\$3,700,000	\$1,054,012						\$7,076,713
Approved Changes									
Current Approved Budget	\$2,322,701	\$3,700,000	\$1,054,012						\$7,076,713
Proposed New Budget	\$2,322,701	\$3,700,000	\$1,054,012						\$7,076,713
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%)	\$880,524								\$880,524
Right of Way	\$1,862								\$1,862
Design (31-100%)	\$639,632								\$639,632
Construction	\$800,683	\$2,850,000	\$770,000						\$4,420,683
Contingency		\$850,000	\$284,012						\$1,134,012
Total	\$2,322,701	\$3,700,000	\$1,054,012						\$7,076,713

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost				\$4,550	\$4,650	\$4,750	\$4,850	ongoing	\$18,800

Explanation: This project replaces an existing assets. M&O will increase due to electric usage and inspection of more components.

Proposed Funding Source:	Prior	2023-2028	Future	Total
Wastewater CIP	\$2,322,701	\$2,254,012		\$4,576,713
ARPA		\$2,500,000		\$2,500,000
Total	\$2,322,701	\$4,754,012		\$7,076,713



Attachment B – Additional Project Information

Wastewater Lift Stations 5, 6, 8, 11, and 15 Equipment Replacement

Project Discussion

In 2019, the City CIP included funding for the replacement or rehabilitation of ten wastewater lift stations within the six years. The Wastewater Lift Stations 5, 6, 8, 11, and 15 Equipment Replacement project is the final project to complete the program goal. The program, which includes lift stations 2, 3, 5, 6, 8, 11, 12, 13, 14, and 15, had an initial estimated cost of \$44 million with expected completion at the end of 2025. Overall, the lift station program total cost is \$39 million and has been completed one year early. Refer to the Attachment C information pages for more details.

Equipment replacements at Wastewater Lift Station Nos. 5, 6, 8, 11, and 15 (this Project). The equipment replacements were completed within the footprint of each lift station. Equipment replacements involved replacing pumps and rails, check valves, piping, on-site emergency power generators, telemetry and control equipment, and safety equipment.

Fiscal Information

Current Project Budget	
Wastewater CIP	\$7,076,713
Total Funding	\$7,076,713
Estimated Project Costs	
Design	\$1,559,914
Right of Way	\$1,996
Construction	\$5,180,490
Total Estimated Project Cost	\$6,742,400
Budget Difference Returned to CIP	\$334,313

Previous Project-Related Council Touches

<u>Date</u>	<u>Meeting</u>	<u>Action</u>
4/19/2022	Business Meeting	Award Construction

Project Photos



Wastewater Lift Station 15 after project completion



Wastewater Lift Station 8 during construction

Wastewater Pump Station Program



The City maintains the wastewater system in a manner which protects human health and the environment, the public investment, ensures compliance with state and federal mandates, and ensures that reliable service is available to all customers of the City utility system.

Contact: Mike Haley, (425) 556-2843,
mhaley@redmond.gov

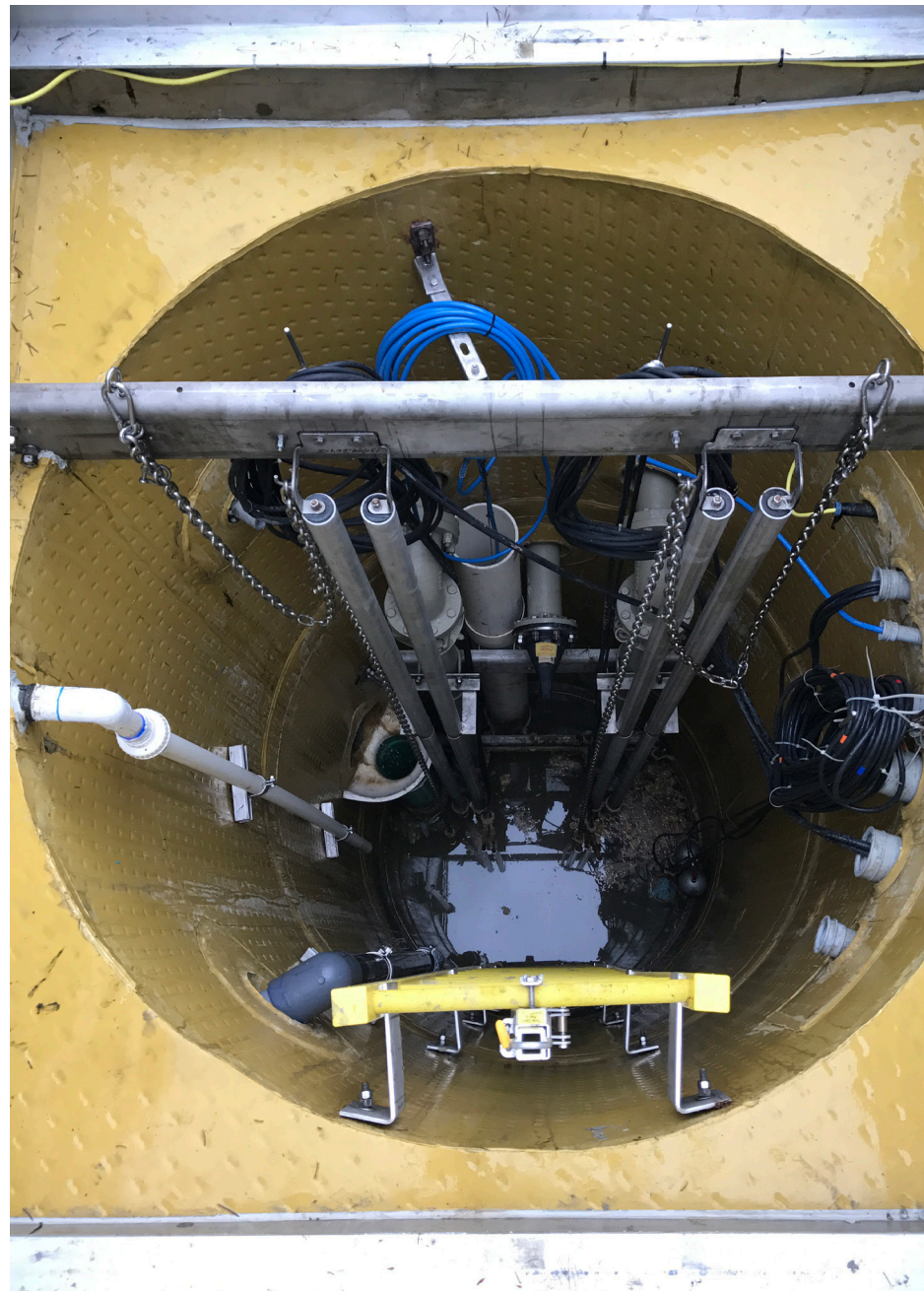
What: Replace or rehabilitate ten wastewater pump stations in six years. The Sewer Utility owns and operates 23 pump stations throughout its service area.

When: Now–2025

Why: If a pump station fails there is a risk that raw sewage will back up into homes or businesses, or overflow into Lake Sammamish and other natural waterways. Ten out of the 23 wastewater pump stations are at, or past, their useful life. Mechanical and electrical equipment in pump stations usually lasts 20–30 years. Some of the pump stations are over 30 years old, some are failing now, and some have equipment for which replacement parts are no longer available.

How: The sewer pump stations will be replaced using sewer rates, development connection charges, and bonded debt so that the stations are in good working order by 2025.

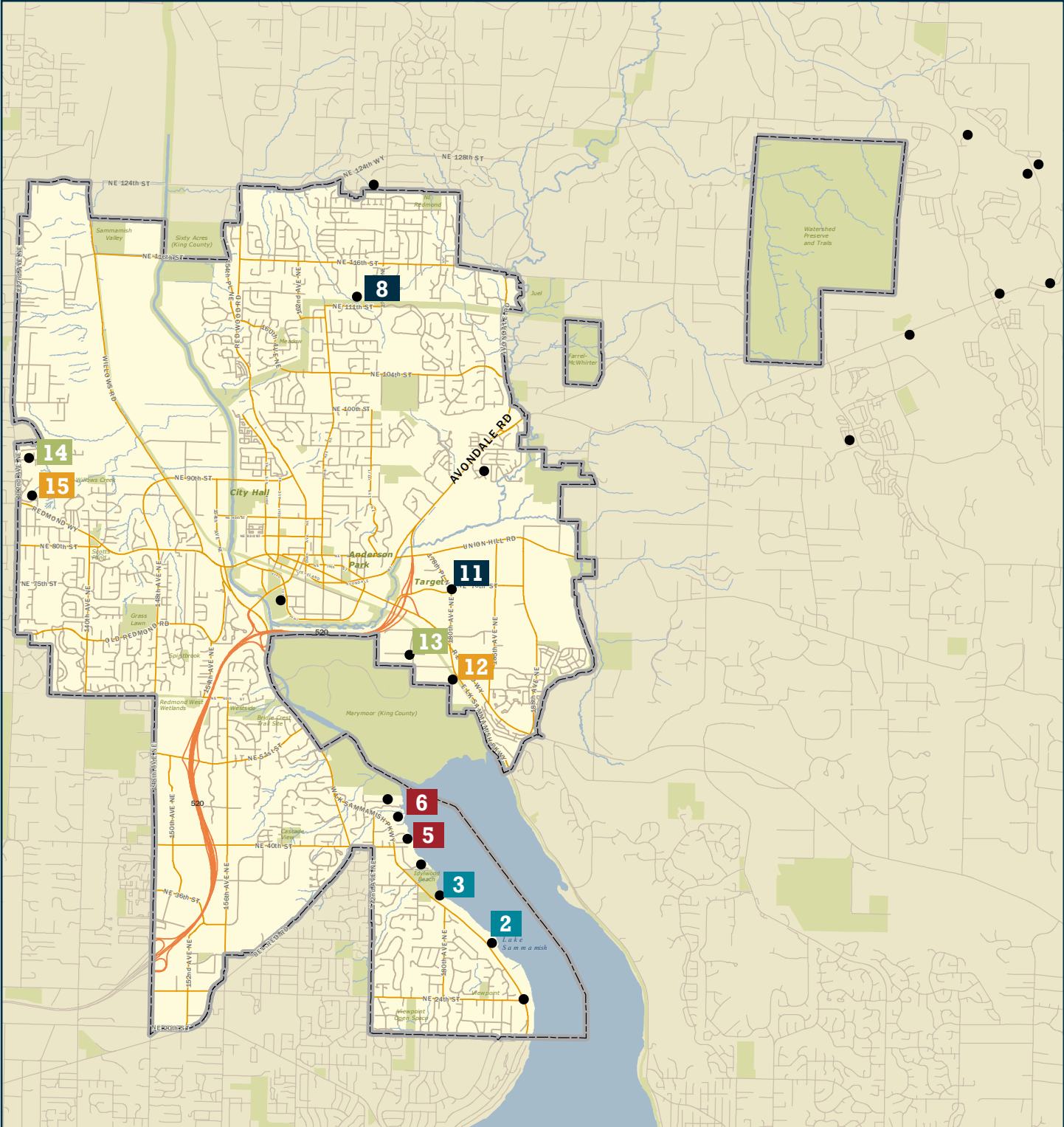
Cost: \$44 million. All lift stations projects are funded by the Sewer Utility Capital Improvement Program.



What is a pump station?

Due to hills and valleys in the landscape, sewer systems include locations where sewage needs to be pumped from low points to higher elevations, from which it will ultimately flow via gravity to a King County treatment plant. Once sewage arrives at the treatment plant it is treated and discharged to Puget Sound.

Wastewater Pump Stations Six Year Plan:



Document Last Updated December 6, 2019

The City of Redmond assures that no person shall, on the grounds of race, color, national origin, or gender, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. For more information about Title VI, please visit redmond.gov/TitleVI.

无歧视声明可在本市的网址 redmond.gov/TitleVI 上查阅 | El aviso contra la discriminación está disponible en redmond.gov/TitleVI.



Memorandum

Date: 7/2/2024
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-301
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	Paul Cho	Traffic Operations Engineering Manager
Public Works	Patty S. Criddle	Transportation Engineering Supervisor
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:

Proposed Fee Program for Extended Use of Right of Way

OVERVIEW STATEMENT:

The City has allowed the closure of public Right of Way (ROW) for the benefit of private businesses without charging a use fee nor the excise tax on the value of the use fee that has been paid to the State. Private use of ROW limits public access and enjoyment of sidewalks, landscape, bike lanes, parking, and travel lanes. To balance the needs of private businesses with the needs of the public, Public Works is proposing a use fee and the State-required excise tax beginning January 2025 for extended closures of the public right of way.

Proposed use fees are for outdoor dining and construction activities.

- Outdoor dining: Annual lease fee of \$2.00 per square foot of closed ROW
- Construction Activities: Monthly fee of \$0.75 per square foot of closed ROW

This will require adoption of a Fee Resolution and minor modification of the Redmond Municipal Code 12.08.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information Provide Direction Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
RMC 12.08 Street Repairs, Improvements, Alterations, and Business Use

RZC 21.52.050.C Pedestrian, Bicycle, and Other Nonmotorized Connections

RZC Appendix 2 - Table 1 - requires wider sidewalks

Sidewalks, bike lanes, multiuse paths, and trails shall be provided in public rights-of-way or easements across private property that guarantee public access.

RZC Appendix 2 Construction Specification and Design Standards for Streets and Access

- **Required:**

N/A

- **Council Request:**

N/A

- **Other Key Facts:**

Proposed use fees based on neighboring cities' fees, right sized for Redmond, and are common practice.

OUTCOMES:

The Extended Use of Right of Way Fee proposal creates an incentive for businesses to minimize private use of the public Right of Way to what is necessary so that sidewalks, landscape, bike lanes, parking, and travel lanes can be used as intended.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

June 18, 2024 - Webpage ready to go live.

Week of June 17, 2024 - Email to restaurants and construction businesses.

June 24, 2024 - Shared in e-news.

Week of June 24, 2024 - Shared on city social media.

July 2024 - Plans, Policies, and Regulations Newsletter

- **Outreach Methods and Results:**

Share proposed policy and background on a webpage.

Request questions and feedback from affected businesses via email.

Share webpage and request feedback via email newsletters, direct emails, and social media.

- **Feedback Summary:**

Summary will be provided after outreach is complete.

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

Yes

No

N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

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

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
8/13/2024	Study Session	Receive Information
9/3/2024	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If the use fees are not approved, the public would continue to be allowed to use public right of way for extended periods of time without a use fee and the City would continue to pay the State excise tax for the occupied square footage.

ATTACHMENTS:

- Attachment A: Fees for Extended Use of ROW - PowerPoint Presentation
- Attachment B: Flyer: Use Fee for Extended Use of ROW

Fees for Extended Use of Right of Way

August 13, 2024

Aaron Bert, Public Works Director

Paul Cho, Engineering Manager





Agenda

- Seeking approval of new extended Right of Way (ROW) use fee
- Share
 - Proposed Use Fee
 - Minor Code Edits
 - Proposed Schedule



Overview

- Extended private use of the ROW limits public access
- Examples include
 - Outdoor Dining
 - Construction Activity
- Researched neighboring cities



Neighboring Cities

Based on research, proposed use fees are in alignment with surrounding agencies and right-sized for Redmond.

Outdoor Dining			
Example: Sidewalk (avg 180sf)			
	Permit Fee	Annual Fee per sf	TOTAL/yr
City of Bellevue	\$563.00	\$2.00	\$969.22
City of Bothell	\$198.00	\$1.68	\$539.23
	\$589.00	\$1.68	\$930.23
PROPOSED City of Redmond	\$671.60	\$2.00	\$1,077.82
City of Kirkland	\$1,021.00	\$1.05	\$1,234.27
City of Seattle	\$1,286.00	\$0.00	\$1,286.00

Neighboring Cities

Based on research, proposed use fees are in alignment with surrounding agencies and right-sized for Redmond.

Construction Activity			
Sunrise Hue (NE 85 ST & 164 AVE NE) Sidewalk and Single Lane Closure	Monthly Fee per sf of ROW	TOTAL COST for 30 days	TOTAL COST for 1 year
City of Seattle	Per Fee Calculator	\$2,448.00	\$276,624.00
City of Bellevue	1% of Land Value per SF 1.80	\$9,737.09	\$116,845.06
Proposed City of Redmond	(\$0.75 per SF)+12.84% LHE Tax 0.75	\$4,057.16	\$48,685.95



Proposed Use Fees

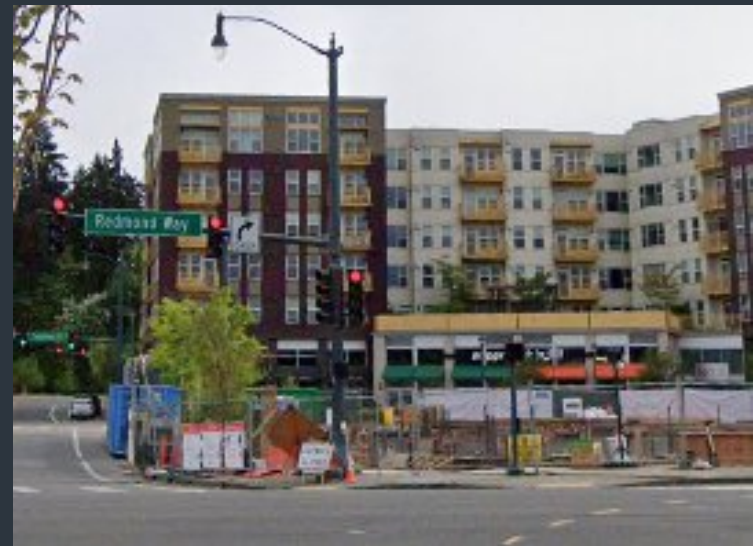
Outdoor Dining

- Annual Fee
- \$2.00 per square foot of closed ROW



Construction Activity

- Monthly Fee
- \$0.75 per square foot of ROW



Code Update

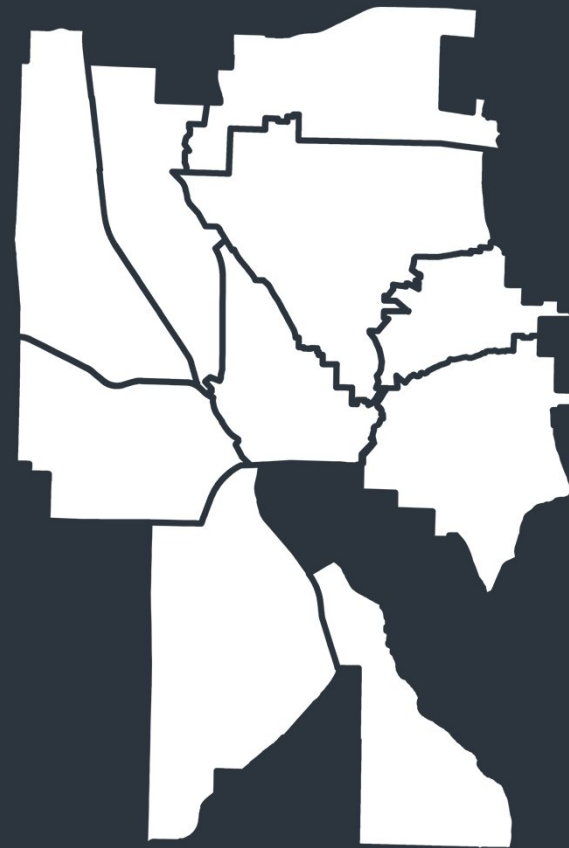


- Existing RMC 12.08.060 (A)
 - A basic fee in an amount established by council resolution; and
- Proposed
 - Fees in an amount established by council resolution; and

Community Outreach and Involvement



- Project webpage
- Shared on email newsletters, direct emails, social media
- Feedback and questions requested from businesses



Milestones





Recommendation

- Public Works recommends
 - Approval of
 - Use Fees for Extended Use of Right of Way
 - Fee Resolution
 - Code Update
 - Implementation in January 2025



Thank You

Any Questions?

Paul Cho, pcho@redmond.gov



Extended Use of Public Right of Way (ROW): **Right of Way Use Fees**

The City has allowed the closure of public Right of Way (ROW) for the benefit of private businesses without charging a use fee nor the excise tax on the value of the use fee that has been paid to the State. Private use of ROW limits public access and enjoyment of sidewalks, landscape, bike lanes, parking, and travel lanes. To balance the needs of private businesses with the needs of the public, the City will collect a ROW use fee and the State-required excise tax beginning January 2025 for extended public right of way closures.

The proposed use fees are based on research, align with surrounding agencies, and are right-sized for Redmond. The fee will be applied to closing any portion of the ROW for private use for periods over two weeks.

Outdoor dining and construction activities are common examples of extended ROW closures for private use.

For Outdoor Dining:

The annual fee for outdoor dining is charged to restaurants that are expanding their business into the public ROW.

- Annual fee of \$2.00 per square foot of closed ROW for outdoor dining

For Construction Activity:

It is understood that private property development in urban centers may not have sufficient space for some construction activities and requires work zone expansion into the ROW. The monthly fee is intended to encourage the shortest closure duration to complete the necessary construction activity.

- Monthly fee of \$0.75 per square foot of closed ROW for construction activity

In addition to collecting these use fees, the City must collect a leasehold excise tax to be remitted to Washington State per (RCW 82.29A.030). The leasehold excise tax is 12.84% of the use fee for the closed ROW.



Memorandum

Date: 7/2/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-300

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

Public Works	Micah Bonkowski	Program Administrator
Public Works	Aaron Moldver	Division Manager

TITLE:

Garbage, Recycling, and Compostables Service Contract with Recology King County

OVERVIEW STATEMENT:

In 2023, Public Works began a procurement process for a new Garbage, Recycling and Compostables Service Contract. Attached is a summary of the procurement process, and the final negotiated rates and contract resulting from the process. The Public Works Department is providing this staff report to provide a brief overview prior to requesting approval to execute the new contract with services starting January 1, 2026.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
King County Comprehensive Solid Waste Management Plan, King County Solid Waste Interlocal Agreement, Environmental Sustainability Action Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The effective date of the new Garbage, Recycling, and Compostables Service contract with Recology King County, if approved by the City Council, will be January 1, 2026, with a 10-year term running through Dec 31, 2035. The City may, at its sole discretion, extend the contract once for a two-year period through December 31, 2037. Staff and Legal counsel from the City and Recology King County have reviewed and finalized the terms and conditions of the contract for the City Council's consideration and approval. The contract and rates are 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:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000006

Budget Priority:
Healthy and Sustainable

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

If yes, explain:

Revenue Generating through franchise fees. This contract would maintain stable revenue for the Solid Waste Fund.

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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N/A	Item has not been presented to Council	N/A
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Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/16/2024	Business Meeting	Receive Information
8/5/2024	Business Meeting	Approve

Time Constraints:

The estimated time to order new trucks is 18 months. Delaying the approval of the contract could mean rolling out the beginning of the contract with rental trucks instead of having new equipment. This could incur additional costs, and implementation issues.

ANTICIPATED RESULT IF NOT APPROVED:

This is an informational briefing only; no Council action is requested at this.

ATTACHMENTS:

- Attachment A: Executive Summary
- Attachment B: Redmond-RKC Garbage Recycling and Compostables Service Contract Final
- Attachment C: New Contract Enhancements
- Attachment D: Request for Proposals



M E M O R A N D U M

DATE: June 21, 2024

TO: City of Redmond Council

FROM: Aaron L. Bert, Public Works Director

SUBJECT: Garbage, Recycling and Compostables Service Contract Procurement Process and Negotiated Contract Summary

In 2023, Public Works began a procurement process for a new Garbage, Recycling and Compostables Service Contract. The following is a summary of the procurement process, and the final negotiated rates and contract resulting from the process. The Public Works Department is seeking Council authorization for the Mayor to execute the new contract with services under the new contract starting January 1, 2026.

Background

State law allows cities to provide for solid waste collection services within their jurisdiction. Cities may provide services themselves, use Utilities Trade Commission certificated hauler services, Request for Proposals, Request for Bids, or select a contractor.

The City's current contract with WM runs from January 1, 2016, to December 31st, 2025, with one two-year extension option. The City has not held a competitive bid process for solid waste and recycling services since 1994, instead all new contracts have been directly negotiated with the current hauler.

The City's solid waste contract is all inclusive, with collection and hauling of garbage, and collection, hauling and processing of, recycling and organics for residential, commercial, and multifamily customers. Through an ILA with King County, all garbage is taken to King County transfer stations with final disposal at the Cedar Hills Regional Landfill. Recycling is processed by the contractor, and the contractor retains any revenue from the sale of recyclables. Accordingly, all risk from fluctuations in the recycling market are borne by the contractor, and not city ratepayers. Organics/compostables are processed by a subcontractor of the contractors choosing. The rates for all services are combined along with the disposal charge from King County into a single residential or commercial rate for solid waste services.

Request for Proposal Process

Public Works staff prepared a draft contract that was released for two rounds of industry review with a focus on identifying opportunities to improve the contract language for clarity and structure. The Request for Proposals was advertised for three months and included two opportunities for proposers to ask clarifying questions about the proposal prior to closing in January. Evaluation of the proposals including tours of operations yards and material

recycling facilities, and interviews were conducted February -March with final selection at the end of March. Negotiation of the final contract terms was completed in June.

The detailed procurement timeline is below:

- Release Industry Review Draft August 11, 2023
- Industry Review Comments 3:00 PM PDT September 8, 2023
- Final RFP Posted & Distributed October 11, 2023
- First Round Proposer Questions 3:00 PM PST November 7, 2023
- Second Round Proposer Questions 3:00 PM PST December 8, 2023
- Proposals Due 3:00 PM PST Jan 11, 2024
- Proposal Evaluation & Selection February and March 2024
- Finalization of Contract April - June 2024
- Redmond City Council Authorization July 2024
- Redmond Executes Contract July 2024
- Start of Collection Services January 1, 2026

The Request for Proposals and draft base contract is included in Attachment D.

Scoring was weighted 55% on prices and 45% on qualitative components. Qualitative scoring was for the following categories:

- Proposed collection and processing operations, experience, and environmental impacts (15 points),
- Proposer targeted customer service approach and past performance (15 points),
- Proposed recycling and composting outreach and diversion strategies (5 points), and
- Strong alternative pricing and responsive proposer variations (10 points).

Proposers were asked to demonstrate knowledge, skills, innovation, creativity, experience, and capacity to design, deliver, manage, and provide all aspects of customer service, staffing, operations, maintenance, outreach and education, marketing, procurement, financial management, contingency planning, sustainability performance, and other aspects associated with the provision of services described in the RFP and draft base contract. The scoring committee reviewed proposals from 3 contractors. WM, Sound Sustainable, and Recology King County.

The Scoring Committee was comprised of a diverse group of internal stakeholders including Debbie Keranova, Finance Manager; Jenny Lybeck, Sustainability Program Manager; Chris Stenger, Deputy Public Works Director; Aaron Moldver, Environmental Programs Manager; Micah Bonkowski, Solid Waste Program Administrator; and Ameer Quiriconi, Deputy Fire Director.

In addition to scoring the proposals and prices, the committee conducted interviews of each hauler, and toured the materials recovery facilities (MRF) and operations yards for each hauler. Scoring results can be found in the following table.

REDMOND RFP 10795-23 EVALUATION				
Evaluation Elements	Max	RKC	SSR	WM
Collection & processing operations, experience, and env. imp.	15	12.0	9.7	13.3
Targeted customer service approach and past performance	15	12.3	9.7	9.2
Recycling and composting outreach and diversion strategies	5	4.8	3.3	3.5
Strong alternative pricing and responsive proposer variations	10	7.7	5.7	5.5
Price	55	55.0	44.5	45.6
	100	91.8	72.9	77.1

While qualitative scoring was relatively close, quantitative scoring showed significant variations in pricing. Recology King County was the highest scoring proposal, and Public Works has negotiated the attached final contract and prices.

This new solid waste and recycling services contract provides many enhancements over the current contract that will benefit our residents and businesses, while moving the City closer to meeting our solid waste goals in the ESAP. The final negotiated contract provides a great value when compared to other cities in King County as seen in the comparison table below.

New Regional Contracts - All Prices in 2024 \$							
Residential*	32 gal	64 gal	Hauler	Awarded	Recycle	Compost	Rate Inc**
Redmond Current	\$21	\$42	WM	2015	Weekly	Weekly	-
Redmond New Contract	\$25	\$48	RKC	2024	Weekly	Weekly	16%
Issaquah	\$38	\$64	RKC	2022	Weekly	Weekly	75%
Kirkland	\$48	\$87	WM	2021	Weekly	Weekly	40%
Burien	\$49	\$65	RKC	2023	Weekly	EOW	52%
Mercer Island	\$37	\$59	RKC	2019	EOW	Weekly	
SeaTac	\$29	\$39	RKC	2024	EOW	EOW	17%
Tukwila	\$34	\$45	RKC	2022	EOW	EOW	84%
Maple Valley	\$38	\$49	RKC	2024	EOW	EOW	25%
Des Moines	\$44	\$59	RKC	2022	EOW	EOW	15%
North Bend	\$53	\$77	RKC	2022	EOW	EOW	63%
*YFW included for all				**% Residential rate increase from new contracts			
Commercial	4 yard	6yard	Hauler	Awarded	Recycle	Compost	
Redmond Current	\$466	\$593	WM	2015	Embed	Fee	
Redmond New Contract	\$569	\$715	RKC	2024	Embed	Embed	
Issaquah	\$620	\$930	RKC	2022	Embed	Embed	
Kirkland	\$374	\$522	WM	2021	Embed	Fee	
Drop-Box*	30 yard NonCom	30 yard Compact	Hauler	Awarded	Recycle	Compost	
Redmond Current	\$200	\$268	WM	2015	Embed	Fee	
Redmond New Contract	\$231	\$312	RKC	2024	Embed	Embed	
Issaquah	\$330	\$330	RKC	2022	Embed	Embed	
Kirkland	\$233	\$256	WM	2021	Embed	Fee	
*Does not include disposal							

While the contract start date is not until January 1, 2026, the implementation process will start upon signing of the contract with ordering of trucks and implementation planning.

Contract Enhancements

The new Solid Waste Services contract will have several enhancements over the previous contract. A comprehensive list can be found in Attachment C. Some items to highlight include:

- Free annual curbside bulky item pickup for all residential customers.
- Expanded curbside collection list to include Styrofoam, batteries, textiles, lightbulbs.
- A retail store location within Redmond city limits for bill pay, customer service, education, and hard to recycle item drop off for all residents.
- Electric route manager vehicles.
- Local call center with expanded hours, and all calls answered by a live-person.
- Low-income, senior, and low-income disabled service discount of 50% off listed rates.
- Annual CPI increase limited to 5%, formerly 6%.
- Hiring preference for current Redmond drivers, allowing them to keep pay and benefit accruals from their current Teamsters Local 117 or 174 contract.
- Two full time Waste Zero staff dedicated to Redmond focused on education and outreach to aid in achieving waste diversion and contamination reduction goals.
- Since January of 2021, Recology has followed the Basel Convention provision to not internationally export low grade plastic materials.

Rates

Redmond’s previous contract and rates were some of the lowest in the region. Recent years have seen increases in prices for fuel and labor, as well as increased instability in the recycling commodities market. For these reasons, staff knew that any new contract rates would be an increase over the previous contract. Additionally, a review of other cities procurement processes showed that proposed rates could increase as much as 50% over previous rates. Two of the three proposals included rates with a 47% increase or higher.

Regular Services Revenue (\$M/year)*

	SQ					
	WM	RKC	vs SQ	SSR	vs SQ	WM vs SQ
Residential	\$4.3	\$4.9	116%	\$7.3	171%	\$8.8 207%
Comm/MF	\$10.8	\$13.5	125%	\$15.5	143%	\$13.4 124%
Total	\$15.1	\$18.4	122%	\$22.7	151%	\$22.2 147%

After negotiations that resulted in additional savings, the winning proposal from Recology increases overall rates 18% as seen in the table below.

RKC Final Appx Revenue vs SQ (2024 \$M/yr)

	WM SQ	RKC Final	vs SQ
Residential	\$4.3	\$4.9	116%
Comm/MF	\$10.8	\$12.9	119%
	\$15.1	\$17.8	118%

Rates are divided into two components, the King County per ton rate which includes the Fixed Account Charge (this is a passthrough of the fee paid to the County for the disposal of waste at the Cedar Hills Landfill), and the collection rate, which is the proposed rate for providing the service.

In order to reduce the burden of rates to ratepayers, the City is reducing its administrative fee from 7.9% of gross revenue to 5.5% of gross revenue. This maintains the City solid waste program budget, and reduces the rates to customers by approximately 2.4% over the initial Recology proposal. The City was also able to negotiate initial savings in the first year of the contract in return for a .5% increase in the CPI increase in years 3-6. We estimate that this will be a net positive to rate payers over the term of the contract. Final customer rates are included in Attachment B.

Conclusion

Of the three proposals reviewed by the evaluation committee, all three provided a competitive mix of services, the Recology King County proposal alone provided a mix of enhancements to the current contract and continued value for service that benefits our residents, and businesses. Public Works leadership and staff recommend Council Authorization for the Mayor to sign the new Solid Waste, Recycling and Compostables Service Contract attached with Recology King County.

Attachments:

Attachment B: Redmond - RKC Garbage Recycling and Compostables Service Contract
Attachment C: Contract Enhancements

Ad

Attachment B

Garbage, Recycling and Compostables Service Contract

City of Redmond and Recology King County Inc.

January 1, 2026 – December 31, 2035

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EXHIBITS

- EXHIBIT A: Service Area
- EXHIBIT B: Contractor Rates
- EXHIBIT C: Recyclables List
- EXHIBIT D: Rate Modification Example

This Garbage, Recycling, and Compostables Services Contract (hereafter, "Contract") is entered into this _____ day of _____, 2024 (hereafter the "Date of Execution"), by and between the City of Redmond, a municipal corporation (hereafter "Redmond"), and Recology King County Inc. (hereafter "Contractor"), and collectively the "Parties."

RECITALS

WHEREAS, Redmond has conducted a competitive process to select a Contractor to provide garbage, recyclables, and compostables services ("Services") to all residents, businesses, and located within the Service Area;

WHEREAS, having completed the competitive process, Redmond has selected the best candidate to provide the Services outlined in the competitive process;

WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise necessary to perform the Services as requested in the competitive process;

WHEREAS, Redmond desires to enter into this Contract with the Contractor for the Services outlined in the competitive process and included below; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, and incorporating the Recitals noted above, Redmond and Contractor do agree as follows:

AGREEMENT

1 DEFINITIONS

The following definitions apply to terms used in this Contract:

Administrative Fee: A City-defined fee included in Customer rates charged by the Contractor, with receipts collected from Customers by the Contractor and remitted to the City as directed in this Contract. The Administrative Fee is separate from and distinct from any itemized utility, sales, or other taxes that may be assessed from time to time.

Bulky Waste: Discrete items of Garbage of a size or shape that precludes collection in regular collection Containers. Bulky Waste includes large appliances (such as refrigerators, freezers, stoves, dishwashers, clothes washing machines, or dryers), water heaters, furniture (such as chairs, tables, shelves, cabinets, or sofas), televisions, mattresses, and other similar large items placed at the Curb as discrete, separate items. Bulky Waste does not include piles of debris, car parts, construction or demolition debris, Unacceptable Waste, or stumps.

Can: A receptacle that is a Customer-provided water-tight galvanized sheet-metal or plastic container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side. Owners shall keep all Cans rodent and insect-resistant and sanitary.

Cart: A Contractor-provided twenty (20), thirty-two (32)/or thirty-five (35), sixty-four (64), or ninety-six (96) gallon wheeled receptacle with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be rodent and insect resistant.

Change of Control: Any single transaction or series of related transactions by which the beneficial ownership of more than fifty percent (50%) of the voting securities of the Contractor is acquired by a person or entity or by a related or affiliated group of persons or entities, who as of the effective date of the Contract do not have such a beneficial interest; provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

Commercial Customer: Non-Residential Customers, including businesses, institutions, governmental agencies, and all other users of commercial-type Garbage collection services.

Composite Disposal Fee: A combined per ton fee based on the sum of the Contractor's Fixed Annual Charge from the County, allocated per ton based on the County's projected Redmond disposal tons, plus the County Tipping Fee per ton.

Compostables: Any organic waste material that is Source-separated for processing or composting, such as Yard Debris, clean scrap wood, Food Scraps, and compostable bags that meet ASTM D6400 or ASTM D6868 standards generated by any Residential, Multifamily, or Commercial Customers. Shredded uncontaminated paper shall be accepted as a Compostable material unless disallowed by the Contractor's composting processor.

Container: Any Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract, including both loose and compacting Containers.

Contract: This Contract for Garbage, Recycling and Compostables Services.

Contract Term: Term of this Contract as provided for in Section 2.

Contractor: Recology King County, which has been hired to provide all Services identified in this Contract, including, but not limited to, collecting, transporting, and disposing of Garbage and collecting, processing, marketing, and transporting of Recyclables and Compostables.

County/county: King County in Washington State.

Curb or Curbside: Customers' property within five feet (5') of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk if there is no Customer property within five feet (5') of the Public Street or Private Road) without blocking driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

Customer: All accountholders of the Contractor's services within Redmond under this Contract, who may be either the premises occupant and/or the owner where the service herein mentioned is rendered.

Customer Service: The assistance, advice, and information provided by the Contractor to Customers and potential customers within Redmond.

Date of Commencement of Service/Effective Date: January 1, 2026, the date that the Contractor agrees to commence the provision of Services as described throughout this Contract.

Date of Execution: The date the signatories execute this Contract.

Day/Days or day/days: Calendar days unless otherwise specified.

Detachable Container: A watertight metal or plastic loose or compacting receptacle equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, which is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

Driveway: A privately-owned and maintained way that connects a Residence or parking area/garage/carport with a Private Road or Public Street.

Drop-box Container: A watertight, all-metal loose material or compactor receptacle loaded onto a specialized collection vehicle with ten (10) cubic yards or more capacity.

Environmental Law: Any applicable federal, state, or local law, statute, regulation, code, or ordinance or federal or State administrative rule, regulation, ordinance, order, decree, or other governmental authority as now or at any time hereafter in effect pertaining to the protection of human health or the environment.

Extra Unit: Excess material that does not fit in the Customer's primary Container. An Extra Unit equals thirty-two (32) gallon equivalent for Cart Customers and one half (1/2) yard for Detachable Containers.

Fixed Annual Charge: The charge related to Garbage disposal that is assessed on the Contractor by the County on an annual basis that is allocable to the City Service Area.

Food Scraps: All compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or eggshells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper or compostable food-service products accepted by the Contractor's selected composting site. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility.

Garbage: All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, small quantities of bagged cold ashes, demolition, and construction wastes, small dead animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that Customers place in appropriate Containers, bags, or other receptacles for the Contractor's collection and disposal. "Garbage" shall not include Hazardous Waste, Source-separated Recyclable materials, or Source-separated Compostables. Needles or "sharps" used to administer or ingest

medication can be included in the definition of "Garbage" if placed within a sealed, secure container as agreed by the Parties, consistent with the current County sharps policy.

Hazardous Waste: Any hazardous, toxic, or dangerous waste, substance, material, contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future federal, state, or local law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to human health or the environment or environmental conditions, including but not limited to any substance:

- A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as may be amended; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;
- B. Defined as dangerous or extremely hazardous by WAC 173-303-040, as may be amended, and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300 RCW, or any other State statute, regulation or rule governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300 RCW; and
- C. Any substance that comes within the scope of this definition after the Date of Execution of this Contract.

Any substance that ceases to fall within this definition after the Date of Execution of this Contract shall not be deemed Hazardous Waste.

King County Disposal System: The areas owned, leased, or controlled by King County, Washington, for the Garbage disposal or such other site as the current King County Comprehensive Solid Waste Management Plan and the Interlocal Agreement between Redmond and King County may authorize.

Multifamily: A multiple-unit Residence with five (5) or more attached or unattached dwellings billed collectively for collection service with shared Containers, or individual Containers for each Residence, where approved by Redmond.

On-call: The provision of specified services only upon the Customer's direct phone, written, or e-mailed request to the Contractor.

Party/Parties: Either Redmond or the Contractor.

Private Road: A privately-owned and maintained way that allows access or turnaround by a service vehicle and serves one or multiple Residences.

Public Street: A public street right-of-way used for public travel by motor vehicles, including public alleys.

Redmond: The City of Redmond, King County, Washington. As used in the Contract, it includes the official of the City holding the office of Public Works Department Director, or their designated representative.

Recycling: The preparation, collection, transport, processing, and marketing of Recyclables.

Recyclables: As listed in Exhibit C, the materials that are designated as part of a Residential or Commercial Recycling collection program.

Residence(s)/Residential: A Single-family and/or Multifamily living space individually rented, leased, or owned.

Services: The comprehensive Garbage, Recycling, and Compostables collection and processing services provided by the Contractor pursuant to the Contract.

Service Area: The initial service area boundaries shall be a portion of the corporate boundaries of Redmond, which are currently shown in Exhibit A. In the event of a change to the corporate boundaries of Redmond, the Service Area may be changed under Section 4.1.

Single-family Residence: All one-unit houses, duplexes, triplexes, four-plexes, and mobile homes billed for collection service individually and located on a Public Street or Private Road.

Source-separated: Certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including but not limited to Recyclables, Compostables, certain Bulky Items, and other materials.

State/state: The State of Washington.

Strike Contingency Plan: The plan developed by the Contractor pursuant to Section 4.17 of this Contract.

Tipping Fee: The per-ton disposal fee assessed on the Contractor by the County for Garbage delivered to County facilities.

Transition and Implementation Period: The entire period following the Date of Execution of this Contract, up through and including the six (6) month period following the Effective Date.

Transition and Implementation Plan: The plan developed by the Contractor pursuant to Section 4.19 of this Contract.

Unacceptable Waste: Highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, materials that the disposal facility is not authorized to receive and/or dispose of, and other materials that federal, state, or local law, or the Contractor reasonably deems to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

WUTC: Washington Utilities and Transportation Commission.

Yard Debris: Leaves, grass, prunings, branches, and small trees. Materials larger than four inches (4”) in diameter or four feet (4’) in length are excluded. Bundles of Yard Debris up to two feet (2’) in diameter by four feet (4’) in length and no more than fifty-five (55) pounds shall be allowed and shall be secured by degradable string or twine, not nylon, or other synthetic materials. Un-flocked, undecorated whole Christmas trees cut to less than six feet (6”) in height are acceptable. Kraft paper bags or Cans labeled “Yard Debris” may also be used to contain extra Yard Debris.

2 TERM

The Term of this Contract is ten (10) years starting on the Effective Date. The City may, at its sole option, extend the agreement for one extension, which shall not exceed two (2) years in duration. The extension shall be under the terms and conditions of this Contract, as the Parties may agree. To exercise its option to extend this Contract, Redmond shall give notice to the Contractor no less than ninety (90) days before the expiration of the Contract term or the expiration of a previous extension.

3 CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- *Organization and Qualification.* Under state laws, the Contractor is duly incorporated, validly existing, and in good standing. It has all requisite corporate power and authority to enter and perform its obligations under this Contract.
- *Authority.* This Contract constitutes a valid, legally binding, and enforceable obligation of the Contractor. This Contract has been validly executed by an authorized representative of the Contractor, with the authority to sign on behalf of and bind the Contractor.
- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost before the Effective Date any such licenses, permits, and other authorizations from federal, state, and other governmental authorities as are necessary for performing its obligations under this Contract.
- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain untrue statements of a material fact or omissions of material facts.
- *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has examined all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the Service Area, it knows all Containers’ present placement and location. The Contractor represents and warrants that it is capable of collecting all Containers

from their present locations and providing service to and collection of Containers in any areas of the Service Area that may be built out or developed during the term of this Contract.

4 GENERAL COLLECTION REQUIREMENTS

4.1 Service Area

The Contractor shall provide all Services pursuant to this Contract throughout the entire Service Area.

4.2 Annexation

If, during the term of the Contract, Redmond adds additional territory through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon Redmond's written notification, the Contractor agrees to make collections in such

annexed areas under the provisions of this Contract at the unit price set forth in this Contract. Redmond will indemnify, hold harmless, and defend the Contractor from any and all claims, actions, suits, liability, loss, costs, expenses, and damages, including reasonable costs and attorney fees, specifically, and only, as related to the Contractor's authority to provide service in such annexed territory under this Contract.

If additional territory is added to the Contract Service Area, Redmond acknowledges that equipment, such as Contract-compliant vehicles and Containers, may take time to procure; and, therefore, shall not charge performance fees as outlined in Section 14.1 to the Contractor for reasonable delays in the provision of services to annexed areas covered by this section due to procurement delays that are not within the control of the Contractor.

4.3 Service to Residences on Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this section. The Contractor shall use smaller limited-access service vehicles to service those Customers. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads.

If the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-family Residence Customers is impractical due to distance or unsafe conditions, the Contractor shall document the condition for Redmond and the Customer and provide safe and appropriate alternative service to the Customer.

If the Contractor believes there is a probability of Private Road or Driveway damage due to the Contractor's vehicles for servicing or turning around, the Contractor shall inform both the respective Customer(s) and Redmond and utilize limited access collection vehicles. If the probability of damage is not resolved by using a limited access collection vehicle, the Contractor may require a road damage waiver agreement for the limited access collection vehicle in a Redmond-approved form. If the Customer(s) refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customer(s) will only be serviced from the closest Public Road access.

4.4 Hours/Days of Collection

The Contractor shall make all collections between 7am and 6pm each weekday unless Redmond authorizes a temporary extension of hours or days. Redmond will grant ongoing exceptions for earlier commercial collection sites when requested by customers on case-by-case basis. Saturday Commercial and Multifamily collections shall be performed between 7am and 6pm. Single-family collection is allowed on Saturday consistent with holiday schedules (Section 4.7) and inclement weather schedules (Section 4.8). Collection before or after times specified in this section shall be cause for performance fees as described in Section 14.1.

4.5 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables, or Compostables shall always be courteous, refrain from loud, inappropriate, or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public and private property. The Contractor's crews shall make collections in an orderly and quiet manner. They shall return all Containers, upright, with lids closed and attached, to their designated set-out location.

While performing work under the Contract, Contractor employees shall wear a professional and presentable uniform with a company emblem visible to the average observer and carry photo identification on their person. If on private property, Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flowerbeds, hedges, planting strips, or property of adjoining premises, or meddle with a property that does not concern them or their task.

At Redmond's option and direction, Contractor employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, utilities, or Redmond's police or fire departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

If any person employed by the Contractor to perform collection services is, in the sole opinion of Redmond, incompetent, disorderly, or otherwise unsatisfactory, Redmond shall promptly document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct is corrected. The Contractor shall promptly investigate any written complaint from Redmond regarding any unsatisfactory performance by any of its employees and take immediate corrective action. Redmond reserves the right to request that the person be removed from all performance of additional work under this Contract.

Repetition of complaints on a route after notification under this section shall be cause for performance fees as described in Section 14.1.

4.6 Disabled Person Service

The Contractor shall provide carry-out service for Garbage, Recyclables, and Compostables to Single-family Residence Customers in cases where no household member can place Containers at the Curb. Such carry-out service shall be provided at no additional charge. The Contractor shall establish criteria that are fair and meet the needs of the City's disabled residents when determining whether a household

member is unable to place Containers at the Curb. These criteria shall comply with all federal, state, and local regulations and shall be subject to the City's review and approval before program implementation.

4.7 Holiday Schedules

The Contractor shall observe the same holiday schedule as the County transfer stations. Martin Luther King, Jr. Day will also be considered an observed collection holiday if the Contractor's collective bargaining agreement with its Redmond staff includes MLK Day. When observed holidays fall on a regular collection day, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding business day, including Saturdays. Due to a holiday, the Contractor may not collect Single-family Residence and Multifamily Garbage, Recyclables, or Compostables earlier than the regular collection day. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer. Holiday scheduling information shall be included in written program materials, on the Contractor's website or social media accounts, and by press releases to general news media by the Contractor in the Service Area a week before the holiday affecting service.

4.8 Inclement Weather and Other Service Disruptions

When weather conditions or other service disruptions, outside labor disruptions, and Force Majeure are such that continued operation would endanger the Contractor's employees, area residents, or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify Redmond by 7:00 am that same business day of its collection plans and outcomes for each day that inclement weather or other service distributions are experienced. If disruptions start after 7:00 am, the Contractor shall notify Redmond within one (1) hour of a decision to change collection plans.

The Contractor shall collect Garbage, Recycling, and Compostables from Customers with interrupted service on their next regular collection day when service resumes and shall collect reasonable accumulated volumes of Garbage, Recycling, and Compostables equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to Redmond, the Contractor will be provided temporary authorization to perform collection services after 7:00 pm and/or on Saturdays following disruptions to finish collection routes.

If successive weather events or other service disruptions occur on the same scheduled collection day(s) two collection cycles in a row for a single collection day (e.g., Tuesday Customers), an additional collection will be made on the next possible day that same week (i.e., not waiting for the regularly scheduled collection day for the missed area). If multiple days are missed due to disruptions in multiple weeks, collections shall be made on the next regularly scheduled collection day. If successive disruptions impact entire neighborhoods, the Contractor shall provide temporary Single-family Residential Garbage and Recycling collection sites using Contractor-staffed Drop-box Containers or other suitable equipment from 9:00 am to 8:00 pm, with no additional charge assessed for such temporary service.

The inclement weather/disruption in service requirements in this Section 4.8 may be changed upon the Parties' mutual written agreement at any time during the term of this Contract to serve Customers better.

Customer program information shall include all holiday and weather/disruption policies. On each day of inclement weather or service delays, the Contractor shall release notices of service suspension and alternative collection schedules to a media list approved by Redmond, notifying residents of the

modification to the collection schedule. The Contractor shall use automated dialing services, email, or text messages to inform Customers at the route level about service changes, provided that Customers shall be provided the option of using their preferred method or opting out of communications. The contractor shall update their website and any Redmond-specific social media account(s) with disruption-related messaging and provide Redmond with appropriate social media language as soon as possible, but at least by 8:00 am. If disruptions occur after 8:00 am, the Contractor shall update their website and any Redmond-specific social media account(s) with disruption-related messaging and provide Redmond with social media appropriate language social media accounts within one (1) hour of a decision to change collection plans.

4.9 Suspending Collection from Problem Customers

Redmond and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unsafe or unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-provided Containers, threatening or intimidating behavior toward the Contractor, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated unsubstantiated claims of Contractor damage to a Customer's property, repeated contamination of Recyclables or Compostables, or other such problems.

The Contractor shall make every reasonable effort to provide service to problem Customers; however, the Contractor may discontinue service to a problem Customer after giving Redmond prior written notice of its intent to discontinue service, including the name, service address, reason for such action, and whether reasonable efforts to accommodate the Customer and provide services have occurred and failed. Redmond may also require discontinuing service to any Customer abusing the service or is determined to be ineligible. If the Customer submits a letter or email to Redmond appealing the Contractor's decision, Redmond may, at its discretion, intervene in the dispute. In this event, Redmond's decision shall be final.

4.10 Missed Collections

If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a written notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper written notification to Customers, per the contamination reduction program referenced in Section 4.12, of the reason for rejecting Garbage, Recyclables, or Compostables shall be considered a missed collection and subject to performance fees, as established in Section 14.1, due to lack of proper Customer notification. The provisions in this paragraph may be revised and superseded by the annual promotion and education program (and contamination reduction plan) developed each year by the Contractor and Redmond staff.

The Contractor's failure to collect Garbage, Recyclables, or Compostables that a Customer has set out properly on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer within one (1) business day of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 12:00 pm the following business day, the missed pick-up shall be collected that same day. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor.

Such records shall be made available for inspection upon request by Redmond, and the information shall be included in monthly reports. See Reporting requirements set forth in Section 12.6.

If the Customer requests the Contractor to make a return trip due to no fault of the Contractor, which the Contractor can prove through documentation (e.g., the Containers were not placed at the curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will not be liable for a missed collection in such a case. Missed collections under this section shall be cause for performance fees as described in Section 14.1.

4.11 Same-Day Collection

Collection of Garbage, Recyclables, and Compostables shall occur on the same regularly scheduled day of the week for Single-family Residence Customers. Collection of Garbage, Recyclables, and Compostables for Multifamily and Commercial Customers can be scheduled on different days for each material.

4.12 Contamination Monitoring

The Contractor shall visually inspect Recyclables and Compostables Containers before or during servicing. If the Contractor finds that significant contamination is reasonably apparent in the Container, the Contractor shall document the contamination and leave a tag, noting the specific contamination for the Customer. If contamination is observed through a photograph(s) or video recording technology on collection vehicles, the Contractor shall email notification of contamination to the Customer within one (1) business day if the Customer has provided an email address. The Customer shall also receive educational materials and resources for proper Recycling. Additional Contractor follow-up regarding customer contamination is described in Section 12.7.

4.13 Routing, Notification, and Approval

The Contractor shall indicate, on a map acceptable to Redmond, the day of the week Garbage, Recyclables, and Compostables shall be collected from each Single-family Residence.

The Contractor may change the collection day by giving notice at least thirty (30) days before the effective date of the proposed change and obtaining Redmond's written approval. The Contractor shall obtain Redmond's prior written approval of the notice to be given to the Customer, such approval shall not be unreasonably withheld. On Redmond's approval, the Contractor shall provide affected Customers with at least fourteen (14) days' written, phone, and/or e-mail notice of pending collection day changes. Routing changes shall be implemented to ensure that no Customer shall receive less than their normal frequency of service (e.g., a weekly Customer shall have no more than seven (7) days between collection days during the shift to the new collection date).

The map shall be updated within thirty (30) days of changes in routing and provided to Redmond.

The Contractor shall maintain routes such that Garbage, Recyclables, and/or Compostables material collected from Service Area Customers shall be kept separate from non-Service Area customers. Mixing

of material in the collection vehicle between the Service Area and non-Service Area shall be cause for performance fees as described in Section 14.1.

4.14 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.

Any leakage or spillage of materials upon the road surface or right of ways that occur during collection, reported by the Contractor, Customers, or Redmond, shall be cleaned up or removed by the Contractor immediately, but no longer than four (4) hours, at Contractor's sole expense. The Contractor shall immediately notify Redmond of any spill events. All vehicles shall be equipped with spill response kits and all drivers shall be trained in spill response. Any associated spillage or leakage entering Redmond's municipal storm system shall be cleaned up or removed by the Contractor immediately, but no longer than four (4) hours, upon notification to the Contractor at its sole expense. The Contractor shall immediately notify the City-designated spill hotline of any spills to the ground surface or that enter the storm drainage system at (425) 556-2868. The Contractor shall document the leak, spillage, or fluid leakage, including taking pictures before and after clean-up or removal and shall provide this documentation to Redmond. The Contractor shall also report all spills and leakage to the appropriate city, state and/or federal agency as required by law.

Leakage or spillage not cleaned up or removed by the Contractor promptly shall be cause for performance fees, as described in Section 14.1, and may be subject to fines and penalties under the Redmond Municipal Code. The Contractor shall notify the designated Redmond contact if a leak or spill occurs during collection and expressly acknowledges it is solely responsible for any federal, state, or local violations that may result from any leak or spill.

Any Contractor-supplied Container determined to be leaking shall be replaced by the Contractor within one (1) business day of notification. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 14.1.

4.15 Pilot Programs

During this Contract's term, Redmond may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology. Redmond shall notify the Contractor in writing at least ninety (90) days before it intends to implement a pilot program or utilize a new technology system on a partial or citywide basis or as negotiated between Redmond and Contractor. If Redmond deems the pilot a success and desires to incorporate the service or development represented in the pilot program in terms of this Contract, Redmond and Contractor agree to negotiate in good faith and following Section 15.21 to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued and timeline for implementation. The costs incurred or savings accrued by Redmond-initiated pilot programs shall be negotiated before implementation. Notwithstanding the foregoing or anything else in this Contract, Redmond shall not implement any pilot program that conflicts with the Contractor's exclusive rights granted by this Contract.

Contractor-initiated pilot programs shall require prior written notification to and written approval by Redmond. Contractor-initiated pilot programs shall be performed at no additional charge to Redmond or the Customers; however, costs incurred or savings accrued may be subject to negotiations before implementation at Redmond's request. The results of any Contractor-initiated pilot program shall be reported to Redmond in the monthly reports described in Section 12.6. The Contractor shall not be required to test or implement any pilot program, new technology, service, or development unless the terms and conditions (including any savings or additional compensation to the Contractor) have been mutually agreed in writing by the Parties.

4.16 Disruption Due to Construction

Redmond reserves the right to construct any improvement or to permit any such construction in any Public Street in such manner as Redmond may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection; however, the Contractor and Redmond shall develop a reasonable workaround to enable the Contractor to continue to collect Garbage, Recyclables, and Compostables to the nearest extent possible as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to Redmond or its Customers.

4.17 Performance Under Labor Disruption

No later than ninety (90) days before the expiration of any labor agreement associated with services performed under this Contract, the Contractor shall provide Redmond in writing with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The planned response will take the form of a Contractor-prepared Strike Contingency Plan and shall address in detail:

1. The Contractor's specific staffing plan to cover Contract Services, including identification of staff resources moved from out-of-area operations and the use of local management staff to provide basic services. The staffing plan shall be sufficient to recover full operations within seven (7) days following the initiation of the disruption.
2. Contingency training plans to ensure that replacement and management staff operating routes can continue to collect route data and follow collection and material delivery procedures for all material streams collected from Customers.
3. Identification of temporary Drop-box Containers or staffed packer truck locations for all material streams. Redmond shall review these locations, after which Redmond shall approve or deny using specific locations in writing. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall list the property owner/lessee's contact information and the date on which permission for temporary use was received.
4. A recovery plan to address how materials will be collected in the event of a short-notice disruption that does not allow the Contractor to collect all materials on their regular schedule (e.g., a wildcat strike) within seven (7) Days following the initiation of the disruption.

Except to the extent necessary to preserve the Contractor's attorney-client privilege and attorney work product rights, the Contractor shall keep Redmond informed of the status of active labor negotiations affecting the Services hereunder on a timely basis, specifically during the period surrounding the end of employment contracts with Contractor employees. If labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform Redmond within three (3) hours by phone and email of the

nature and scope of the disruption, as well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the close of each service day during a Labor Disruption, the Contractor shall report to Redmond via email the areas (per a detailed map) and customer counts of served and unserved customers by a material stream and service sector.

The Contractor shall update its website and any Redmond-specific social media account(s) with messaging of any service delays or service changes due to labor disruption and provide Redmond with appropriate social media language as soon as possible, but at least by 8:00 am.

The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and Recyclables collection Customers missed during the preceding week.

If a disruption lasts more than one full Single-family Residential collection cycle, the Contractor, with Redmond's approval, shall provide staffed Drop-box Containers or packer trucks from 9:00 am to 6:00 pm for Customer use for each affected material stream in approved locations throughout the affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

If there is no make-up collection, the Contractor shall provide a credit for all service missed equal to the Customers' pro-rata regular rate minus the disposal component on the Customer's next regular invoice.

Redmond and Contractor agree that the following special compensation and performance fees reflect the best estimate of the impacts of the Labor Disruption on Customers and Redmond. The Contractor shall pay Redmond monthly by the tenth day of the following month:

1. Cost reimbursement of one thousand dollars (\$1,000) for each day of Labor Disruption to reimburse staffing and other costs for managing the impacts of the Labor Disruption;
2. Performance fee of two thousand five hundred dollars (\$2,500) a day for each day of Labor Disruption from the first (1st) day to the seventh (7th) day of the Labor Disruption;
3. Performance fee of five thousand dollars (\$5,000) a day for each day of Labor Disruption from the eighth (8th) day to the fourteenth (14th) day of the Labor Disruption; and
4. Performance fee of ten thousand dollars (\$10,000) a day for each day of Labor Disruption for every day beyond the fourteenth (14th) day of Labor Disruption.

The performance fees listed 2 through 4 above are intended to apply to any complete work stoppage where the Contractor does not provide an alternative but substantially equivalent service by non-striking employees. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees at any point during the labor disruption, the Contractor is entitled to reduce the amount of the performance fees that otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to Customer provided on that day. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process, provided that Redmond may elect to receive the equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

The Contractor's failure to comply with this section's Contractor-prepared Strike Contingency Plan shall be subject to a special fee of one thousand dollars (\$1,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to Redmond for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to Redmond within thirty (30) days of the Contractor's receipt of Redmond's invoice.

Fees paid by the Contractor under the terms of this Section 4.17 are not regular performance fees for Section 14.1 and shall not be counted in the cumulative performance fee default threshold referenced in Section 14.2.

4.18 Safeguarding Public and Private Facilities

The Contractor shall protect all public and private improvements, facilities, and utilities, whether on public or private property, including streets, signs/posts, light poles, planting strips, and trees. If such improvements, facilities, utilities, or streets are damaged as a result of Contractor's operations, Contractor shall notify Redmond in writing of all damage immediately or as soon as practical, but not later than four (4) hours of its knowledge of such damage, and Contractor shall repair or replace the same or pay Redmond for the costs of repairs, including overhead and administrative costs. If the damage creates an immediate public safety issue that requires an immediate response, the Contractor shall, along with notifying Redmond in writing, call Redmond to inform them of such a matter. If the Contractor fails to repair or replace the damage promptly, as determined by Redmond, Redmond shall cause repairs or replacement to be made, and the Contractor shall pay the cost, including overhead and administrative costs, of doing so. The Contractor shall be liable for any damage to property or person caused by the negligent or willful actions of the Contractor, and the Contractor shall indemnify, defend, protect, and hold Redmond harmless from any claims, losses, or liability for any such damages caused by or arising out of said actions under Section 15.6 of this Contract.

4.19 Transition and Implementation of Contract

The Contractor shall develop, with Redmond's input and prior written approval, and submit to Redmond no later than ninety (90) Days after the Date of Execution of this Contract, a Transition and Implementation Plan for introducing the new and revised services to the different Customer sectors (e.g., Single-family, Multifamily, and Commercial Customers), and detailing a specific timeline as to when different activities and events will occur, including details of Container delivery, how different events impact other events in the timeline and the process to be used to ensure that implementation occurs with no disruption. The Transition and Implementation Plan shall cover the entire Transition and Implementation Period and describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall also specifically address how the Contractor intends to proceed in inclement weather and what contingency plans will be in place to accelerate implementation if Container delivery or other planned activities are impacted by inclement weather.

At Redmond's request, the Contractor's operations and management staff shall be available for weekly meetings with Redmond during the Transition and Implementation Period. The Contractor shall provide weekly tallies of container delivery counts and delivery areas, billing and customer service updates, problems encountered and options for resolution, a summary of upcoming activities, and other information necessary for Redmond to evaluate the Contractor's implementation efforts and to remain fully apprised of the transition between contractors.

The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep, delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs associated with the website ordering services and of all new and continuing service and educational materials described above and needed to comply with the Transition and Implementation Plan outreach described in this section of the Contract.

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the initial transition and implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by Redmond at the Contractor's cost, and subject to Redmond's prior review and written approval and Redmond's final approval as to the method of delivery. Customer materials must contain important dates/timelines, answers to frequently asked questions, information about translations available, and a phone number and website for Customers needing additional information. Materials must contain clear and accurate wording, easy-to-read font, professional visual graphics, be free of inaccurate or misleading information, be free of typographical errors, and be printed on a minimum of thirty percent (100%) post-consumer recycled paper. The Contractor shall provide translations of all promotional, educational, informational, and outreach materials in Spanish, Chinese (simplified), Hindi, and Russian. The Contractor shall provide translations for additional language communities with significant limited English proficiency, as identified and requested by Redmond. Redmond will be provided at least two (2) weeks to review any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for Redmond's prior review and written approval.

4.20 Hiring Preference

For initial hiring under this Contract, the Contractor and subcontractors shall give hiring preference to any Garbage, Recyclables, or Compostables (including Yard Debris) collection workers who serviced Redmond routes for the previous hauler at the time that the previous collection contract expired and have been displaced as a result of Redmond awarding this Contract, provided that such workers are fully qualified and meet the Contractor's standards for employment. Nothing in this section is intended to create any third-party rights under this Contract.

Upon hiring a displaced collection worker represented by Teamsters Local 117 or 174, the Contractor shall be required to keep the displaced worker whole regarding the workers' pay and benefit accruals earned as of the date of displacement. The Contractor must reimburse any displaced worker for any required COBRA payment to retain health care coverage during the time between displacement and when the worker would become eligible for such benefits under the collective bargaining agreement. To the extent that application of the Contractor's collective bargaining agreement would otherwise result in a reduction in pay or benefits, the existing pay/benefit accrual will be maintained at the current rate until the applicable bargaining agreement provision(s) provides for an increase.

5 PROCESSING AND DISPOSAL

5.1 Requirement to Recycle and Compost and Quality Assurance

The Contractor shall use processing facilities to recycle or compost all Source-separated Recyclables and Compostables collected under this Contract (other than residue or contaminated Recyclables or

Compostables) unless Redmond gives express prior written permission. The Contractor shall use processing facilities that:

1. Process materials to a high standard to maximize the recovery and recycling of all incoming Recyclable and Compostable materials.
2. Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable materials being misdirected to a market or disposal where they would not be recovered.
3. Are designed and operated to minimize the stream of otherwise recoverable materials destined for disposal.
4. Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials are not cross-contaminated and rendered non-recyclable due to the nature of the processing facility.

Any non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified Containers, Carts, bags, or boxes that are collected and disposed of as Garbage shall be cause for performance fees as described in Section 14.1.

The Parties agree that the Contractor is being compensated for recycling or composting those incoming materials and that maximum cost-effective recovery is a primary objective of Redmond's collection programs.

5.2 Disposal Restrictions

Unless otherwise directed by Redmond, all Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables (to the extent required for Redmond to comply with its Solid Waste Interlocal Agreement with the County), shall be delivered to the King County Disposal System in compliance with all County rules regarding such disposal.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers and instead prominently tagged with a written notice informing the Customer that the County does not accept Yard Debris mixed with Garbage for collection. The Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in Section 14.1. The Contractor shall be liable and legally responsible for the Contractor's awareness, knowledge, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor shall indemnify and hold Redmond harmless for any damage or liability resulting from said collection.

The Contractor shall not knowingly collect or dispose of Unacceptable Waste or other hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice in a prominent location with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options for such materials.

Title to and liability for any Unacceptable Wastes that are included with any materials collected under this Contract by the Contractor despite Redmond's and Contractor's attempts to prevent the inclusion of such materials shall not pass to the Contractor but shall remain with the party from whom such Unacceptable Waste or any such other materials or substances is received.

The Contractor may process garbage collected by the Contractor to recover recyclable material, provided that the residual is appropriately disposed of within the King County Disposal System. The processing of such Recyclable material shall only be undertaken with the County's and Redmond's prior written approval and following the County's and Redmond's Solid Waste Interlocal Agreement. The Contractor shall never charge Customers more than the equivalent Garbage disposal fee within the King County Disposal System or such other disposal fee as Redmond reasonably directs the Contractor to charge. In addition, the Contractor hauling fees in such instances shall be no higher than those provided for in Exhibit B.

6 FLEET AND CONTAINER REQUIREMENTS

6.1 Vehicle and Equipment Requirements

The Contractor shall use new 2024 or later model year collection vehicles for Garbage, Recyclables, and Compostables collection services under this Contract. Collection vehicles shall be fueled with renewable natural gas, fully electric, or other state-approved low carbon fuel. Support vehicles, such as those driven by management, route supervisors, and Container delivery (if feasible), shall be fully electric.

Back-up collection vehicles used fewer than thirty (30) days a calendar year shall not be subject to the age requirement that applies to regularly used vehicles but shall be: (i) presentable, (ii) in safe working order, (iii) not leak fluids, and (iv) subject to all other conditions of this section. The accumulated annual use of individual backup vehicles shall be reported in the Contractor's monthly report.

Collection vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide service to all Customers. In some cases, this may mean that a small collection vehicle, capable of servicing narrow and/or tight locations, must be used. The Contractor shall make such vehicles available to ensure smooth and effective collection services throughout the Service Area.

Collection vehicles shall be maintained in good condition at all times, including but not limited to being clean and sanitary and thoroughly washed at least weekly. All collection vehicles shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all following current statutes, rules, and regulations. Collection vehicles shall be repaired and/or have damaged areas repainted upon showing rust on the body or chassis or at the request of Redmond. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all federal, State, and local safety requirements and be in a condition satisfactory to Redmond. Hydraulic fluids shall be non-petroleum based. All collection vehicles shall have variable tone or proximity-activated reverse movement backup alarms.

The Contractor shall maintain collection vehicles and Containers to ensure that no solid waste (e.g., Garbage, Recyclables, or Compostables), liquid wastes (e.g., Garbage or Compostables leachate), or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or streets. All collection, service, and supervisory vehicles the Contractor uses shall be equipped with a minimum ten (10) gallon capacity spill kit. Any collection, service, supervisor vehicles, or Containers not meeting these standards shall not be used within the Service Area until repairs are made.

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the collection vehicle, which clearly indicate the vehicle inventory number. The Customer Service phone

number shall be labeled on the side of the collection vehicle. Signs shall use lettering not less than four inches (4") high and shall be clearly visible from a minimum distance of twenty feet (20'). Signs, locations, and phone numbers shall be subject to Redmond's approval.

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, Customer Service phone number, and website address unless otherwise previously approved in writing by Redmond. Special promotional messages may be permitted, upon Redmond's prior written approval. Redmond's approval shall be in writing and solely within Redmond's discretion. In addition, any Contractor vehicle regularly used in Redmond shall include a placard clearly visible at the rear of the vehicle. This placard will show, in lettering at least 12" high, an abbreviated truck designation number specific to the Contractor's operating division, for example, B-1, B-2, etc., limited to a two (2) digit numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles.

All Contractor collection, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have communication equipment to reach all collection areas. Collection vehicles shall also be equipped with backup and route-recording cameras integrated with their onboard route management system.

All collection vehicles shall have global positioning systems (GPS) and an onboard computer and data tracking system to track route progress and log non-setouts, extras, and other service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to the Contractor's Customer Service database no less than daily to allow Customer Service personnel to be fully apprised of route progress and be able to address misses and other Customer inquiries in near real-time. The Contractor shall provide Redmond, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, and vehicle identification number) and each facility to be used in the performance of this Contract (including address and purpose of the facility).

The Contractor may change vehicles and facilities occasionally and shall include the revised inventory in the monthly report provided in Section 12.6. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory. Redmond reserves the right to request maintenance history logs for vehicles or equipment during the performance of this Contract.

Failure to comply with this section shall be cause for performance fees as described in Section 14.1.

6.2 Operations Base

The Contractor shall maintain a service base for storing and maintaining collection vehicles within thirty (30) miles of the Service Area. Operations and management staff shall be located at that site.

6.3 General Container Requirements

Contractor Garbage fees included in Exhibit B include all costs of the associated Containers unless Container rental for a particular service is specifically listed in Exhibit B, such as rent for Drop-box Containers.

Single-family Residence, Multifamily, and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service, except for compacting Drop-box Containers, which may be Customer-owned or Customer-leased from other parties. Plastic bags or Cans may be used for excess volumes of Garbage but not as a Customer's primary container.

In the event the Customer uses a Can for Extra Units, the Contractor shall handle the Customer-owned Can in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to or unrequested removal of Customer-owned Containers.

All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in, molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily determine the intended material for the Container. The Container must also be labeled with the size capacity and material preparation requirements. Contractor-provided Containers shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the Contractor's logo or company name unless Redmond provides written permission.

Failure to maintain clean, sanitary, and properly painted and labeled Containers shall be cause for performance fees as described in Section 14.1.

6.4 Garbage, Recyclables, and Compostables Carts

The Contractor shall provide twenty (20), thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Garbage Carts for the respective level of Garbage collection, thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Recycling Carts for Recyclables collection, and thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Compostables Carts for Compostables collection. The Contractor shall make available wildlife-resistant Carts to requesting Customers at the additional surcharge provided for in Exhibit B.

Redmond shall transfer ownership of existing in-place Recycling Carts to the Contractor, and the Contractor shall re-label all carts no later than ninety (90) Days after the start of the Contract. All Carts shall be manufactured from at least fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. All Carts must have materials preparation instructions, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), procedures to follow to minimize potential fire problems, and phone and website contact information printed on a sticker on the lid. If this sticker is destroyed or removed, the Contractor shall replace the sticker within seven (7) days of being notified by the Customer or Redmond. Failure to provide Carts as described in this section shall be subject to Performance Fees as described in Section 14.1.

The Contractor shall maintain all Contractor-provided Carts in good condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement and be equipped with an anti-skid device or sufficient surface area on the bottom of the Container to prevent unwanted movement.

Collection crews shall note missing or damaged lids, damaged hinges, holes, missing or poorly functioning wheels, and other similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Compostables) and forward written or electronic repair notices that same day to the Contractor's service personnel. Repairs shall be made within seven (7) days at the Contractor's expense. Any Cart damaged or missing due to an accident, collection truck mechanical error, an act of nature or the elements, fire, theft, or vandalism by a third-party shall be replaced no later than three (3) business days after notice from the Customer or Redmond. If a Cart is inadvertently lost into a collection vehicle during collection due to mechanical or operator error, the Contractor will notify the Customer of the incident that same day via a door knocker tag, phone call, or email and provide a replacement Cart within one (1) business day of the loss. Replacement Carts may be used and reconditioned but shall be presentable and cleaned before delivery to the Customer. Unusable Containers shall be cleaned (if necessary) and recycled to the extent possible.

If a Customer repeatedly damages a Container or requests more than one replacement Container during the term of the Contract due to negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to Redmond. Redmond shall then attempt to resolve the problem. If the problem continues, the Contractor may charge the Customer a Redmond-approved Container repair or replacement fee, provided Redmond provides previous written approval.

6.5 Detachable Containers and Drop-box Containers

The Contractor shall furnish and install one (1), one and a half (1.5), two (2), three (3), four (4), six (6), and eight (8) cubic yard Detachable Containers, and ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), and forty (40) cubic yard un-compacted Drop-box Containers to any Customer who requires their use for storage and collection of Garbage, Recyclables or Compostables within three (3) business days of the Customer's request. Containers shall be located on the premises in compliance with any related ordinance and in a manner satisfactory to the Customer and for collection by the Contractor.

The Contractor shall charge rent for temporary and permanent Drop-box Container service following Exhibit B. The Contractor may not charge Customers any additional fees, charges, rates, or any expenses in connection with Drop-box Container service other than the applicable fees listed in Exhibit B.

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers four (4) cubic yards and under unless site-specific concerns dictate the use of a non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Containers found to be out of compliance (e.g., leak, jagged edges, holes, missing wheels, missing or damaged lids, etc.) shall be replaced within one (1) business day of notification or be cause for performance fees as described in Section 14.1.

Drop-box Containers shall be all-metal and, if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary) at the Contractor's expense before being supplied to a Customer who had not used them earlier. The Contractor shall re-label any Detachable Containers purchased from the prior Redmond service contractor no later than thirty (30) Days after the start of the Contract. The Contractor shall provide a fee-based On-call Detachable Container cleaning service to Customers.

As between the Contractor and Redmond, all Containers on Customers' premises are at the Contractor's risk and not Redmond's. The Contractor shall repair or replace within one (1) business day any Container that was supplied by or taken over by the Contractor and was in use if Redmond Code Enforcement Officer, County Health Department Inspector, or other agent having safety or health jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a nuisance, health, or safety hazard.

The Contractor shall place Detachable Containers in areas mutually agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For Customers that must stage their Detachable Containers on Public Streets or significantly sloped hills, the Contractor shall make a good-faith effort to work with the Customer to ensure that Detachable Containers are not left unattended in potentially problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Customer to attend to the Containers immediately before and after collection. Any disputes arising between the Contractor and a Customer regarding what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in writing to Redmond, and Redmond's decision shall be final. Containers shall be replaced after emptying in the same location as found, with the lid closed.

Containers shall not be placed by the Contractor on any Public Street or other public right of way without prior approval from Redmond. As between Redmond and the Contractor, any Container located on any Public Street at any time is at the Contractor's risk, not Redmond's. Any Container located in a Public Street shall be removed within 24 hours upon Redmond's request.

The Contractor shall supply Customer Containers, except compactors. The Contractor shall provide Garbage, Recyclables, and/or Compostable Container labels to Customers for use on personal Containers upon request. Customers may elect to own or secure secondary Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account, provided that such Containers (including Carts) are compatible with the Contractor's collection equipment; however, Containers owned or secured by Customers must be properly labeled to be eligible for collection. The Contractor is not required to service incompatible Customer Containers.

If a Customer damages a Detachable Container or Drop-box Container due to negligence or intentional misuse, the Contractor may charge the Customer a Redmond-approved Container repair or replacement fee to that Customer, provided Redmond provides prior written approval.

6.6 Container Ownership

At the end of the Contract Term or if the Contract is terminated for any reason, all Containers at Customer locations used by the Contractor to provide Contract Services shall revert to Redmond ownership at Redmond's option without further compensation to the Contractor. Temporary Containers, Compactor Drop-box Containers leased to Customers outside of this Contract, and all Containers held in reserve at the Contractor's yard and not actively in service at a Customer location are excluded from this provision.

Redmond may elect to assign this potential ownership of said Containers to a third-party and shall provide written notice to the Contractor. Any remaining warranties associated with the Containers described herein shall be transferred to Redmond or Redmond's assignee.

Redmond accepts Containers in their “as-is, where-is” condition and without any express or implied warranty by the Contractor of any kind, including but not limited to any warranty of fitness for any particular purpose or warranty of merchantability. As between Redmond and the Contractor, Redmond assumes all risks of loss or liability on account of Redmond’s exercising of its rights under this section 6.6 or any use made of any such Containers after they become the property of Redmond or assignee of Redmond.

6.7 Container Colors and Labeling

Contractor-provided Carts and Detachable Containers for Recyclables shall be blue, Single Family Compostables Carts shall be grey, and Carts and Detachable Containers for Garbage shall be green. Multifamily and Commercial compostable containers shall be green with yellow lids. Specific Container colors shall be approved in writing by Redmond before the Contractor’s order of new Containers.

All distributed Containers shall be labeled with instructional information and contact information, including a Customer Service phone number and website address. Redmond shall approve all labels before ordering by the Contractor. The label's location on Containers shall be subject to Redmond’s prior approval. Labels shall be replaced, when faded or damaged, upon Redmond’s or the Customer’s request. Should any changes be made to the Garbage, Recycling, or Compostables collection program that affect the labels, the Contractor shall reproduce and reattach labels on all Containers at its sole expense.

All Detachable Containers and Drop-box Containers for Garbage or Recyclables collection shall have materials preparation instructions and phone/contact information, including a Customer Service phone number and a website address, printed on a sticker and subject to Redmond’s prior written approval. All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables shall have a sticker that indicates no charge for replacement or repair of leaky or broken Containers and provides a phone number to call. Information shall be printed to be easily read by the users on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved in writing by Redmond before ordering by the Contractor. The location of the Container labels shall be subject to Redmond’s prior written approval.

The Contractor shall relabel containers used for collecting Recyclables from Multifamily and Commercial Customers if labels fade, are unreadable, contain incorrect information, or upon Redmond’s request for any individual Container.

6.8 Container Weights

The Contractor shall not be required to lift or remove materials from any Container exceeding the safe working capacity of the Container, lifting mechanism, or collection vehicle. For Drop-box Containers, the combined weight of the Drop-box and contents must not cause the collection vehicle to exceed legal road weight limits.

All loose Extra Units or Recyclables that are not placed in a Container and must be manually loaded shall be limited to fifty (50) pounds per bag or bundle unless otherwise authorized by the Contractor.

6.9 Container Removal Upon Redmond or Customer Request

The Contractor shall remove all Containers automatically upon service cancellation within seven (7) Days of the cancellation or upon three (3) business days of the specific Customer, property manager, property owner, or Redmond's request. Failure to remove Containers within the specified timeline shall be subject to the same performance fees as delayed Container delivery for that Customer sector. The contents of removed Containers shall be managed as if they were collected on a regular route (e.g., Recyclables shall be recycled, and Compostables shall be delivered for composting). The disposal or recycling of materials accumulating in the Contractor's Container at the former Customer's location after the final Customer-paid collection shall be at the Contractor's, not the Customer's cost.

6.10 Container Lockability

Upon request by the Customer, Containers (including Carts) shall be modified to be lockable and delivered to Customers with locks and keys within three (3) business days of initial request. Locks and keys for Containers or enclosure gates shall be provided to Customers upon request at no additional cost. However, the Contractor may charge for locking/unlocking as this Contract allows at rates set forth in Exhibit B.

7 SINGLE-FAMILY SERVICES

7.1 Single-Family Garbage Collection

7.1.1 Subject Materials

The Contractor shall collect all Garbage placed Curbside for disposal by subscribing Single-family Residence Customers in and (properly prepared and contained materials) adjacent to Garbage Carts, Cans, and bags.

7.1.2 Garbage Containers

The Contractor shall provide Garbage collection Containers to Customers as part of the Customer-chosen service level at no additional charge. The following service levels shall be offered to Customers:

1. Twenty (20) gallon Garbage Cart;
2. Thirty-two (32) or thirty-five (35) gallon Garbage Cart;
3. Sixty-four (64) gallon Garbage Cart; and
4. Ninety-six (96) gallon Garbage Cart.

The Contractor shall deliver Garbage collection Containers to Single-family Residence Customers within three (3) business days of the Customer's initial request. Each Customer's initial Container must be a Contractor-provided Container, provided Garbage over the Customer's initial Container may be bundled or placed in a Customer-owned Can or plastic bag.

7.1.3 Specific Collection Requirements

The Contractor shall offer a weekly collection of Garbage at the Customer-chosen service level. Redmond retains the opportunity to direct the Contractor, with 6 months advance notice, to permanently change all weekly Single-family Residence services to every other week collection. Upon implementation of this change, the Contractor shall reduce the service charges for all Single-family

Customers by \$0.36 per month in 2024 dollars. This monthly discount will be adjusted to the implementation year based on the CPI inflation in Section 13.31.

The Contractor shall also offer a service of once per month collection of non-putrescible waste in a thirty-two (32) or thirty-five (35) gallon Cart.

Carry-out surcharge fees shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access unless otherwise provided for in this Contract. The Carry-out surcharge fee listed in Exhibit B shall be charged once for all three collection streams.

Garbage over Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer, except excess Garbage collection otherwise authorized under this Contract at no additional charge. Extra charges may be assessed for materials loaded to lift the Container lid over six inches (6") from the normally closed position. Overweight Containers shall be left at the Curb and tagged with written notification as to why it was not collected.

The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-family Residence Customer no less than one (1) business day before that Customer's regular collection. If a Customer specifies no Extra Units, then such materials shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

Collections shall be made from Single-family Residences regularly on the same day and as close to a consistent time as possible.

7.2 Single-family Recyclables Collection

7.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-family Residential Customers as part of Garbage collection services at no additional charge. The Contractor shall collect Curbside prepared Recyclables as described in Exhibit C. If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, subject to prior written approval by Redmond. Except for Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two feet (2') by two feet (2').

Redmond reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Exhibit C list.

7.2.2 Containers

The Contractor shall provide Recycling collection Containers to Customers at no charge. The default Recycling Cart size shall be ninety-six (96) gallons, provided that the Contractor shall offer and provide thirty-two (32)/thirty-five (35) or sixty-four (64) gallon Recycling Carts on request to those Single-family Residence Customers requiring less capacity than provided by the standard ninety-six (96) gallon Recycling Cart. A Customer may request and receive one additional Recycling Cart from the Contractor at no

additional charge. Additional Carts above the two provided at no cost shall be charged at the extra Recycling Cart rate provided in Exhibit B.

The Contractor shall deliver Recycling Carts to new Single-family Residence Customers, Customers requesting replacements or additional Carts, or Customers that had previously rejected their Recycling Cart within three (3) business days of the Customer's initial request.

7.2.3 Specific Collection Requirements

Single-family Residence Recyclables collection shall occur weekly on the same day as each household's Garbage and Compostables collection. Collections shall be made from Residences regularly on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection Service.

The Contractor shall collect all Residential Recyclables from Single-family Residences placed in Carts, paper bags, boxes, or labeled Cans next to the Customers' Recycling Cart. Customers choosing to use their Containers for excess Recycling shall be provided, upon Customer request, durable labels by the Contractor that clearly identify the Container's contents as Recycling. Recyclables must be prepared as described in Exhibit C and uncontaminated with food or other residues. No limits shall be placed on set-out volumes for Curbside Recyclables other than those listed in Exhibit C. If large quantities of Residentially generated cardboard (e.g., moving boxes) are set out for collection, the Contractor may collect the excess materials the following day in a separate truck, provided that clear written notification of the collection delay is provided to the Customer.

7.3 Single-family Compostables Collection

7.3.1 Subject Materials

Residential Compostables shall be collected from all participating Single-family Residences Customers as part of Garbage collection services at no additional charge.

7.3.2 Containers

The Contractor shall provide Compostables collection Containers to Customers at no charge. The default Compostables Cart size shall be ninety-six (96) gallons, provided that the Contractor shall offer and provide thirty-two (32)/thirty-five (35) or sixty-four (64) gallon Compostables Carts on request to those Single-family Residence Customers requiring less capacity. The first Compostables Carts shall be provided as part of the service. The Contractor shall provide additional Compostables Cart service at the rate provided in Exhibit B. The additional Cart service includes the provision of the Cart, collection, and composting costs. Customers may also rent additional Compostables Carts without service (rental only) at the rate provided in Exhibit B, then pay the appropriate Extra Compostable rate provided in Exhibit B.

The Contractor shall deliver Compostables Carts to Customers within three (3) business days of the Customer's initial request. The Contractor shall offer an annual cleaning of Compostables Carts at no additional charge upon Customer or Redmond's request. Additional cleaning shall be available to Customers at the charges listed in Exhibit B.

New Compostable service Customers shall be provided a kitchen Food Scraps composting starter kit upon request, including a kitchen container, one roll of compostable bag liners, and instructional

materials. Redmond shall approve the contents of the Contractor-purchased starter kit before distribution. Customers shall be limited to one starter kit per new Compostables service Customer.

7.3.3 Specific Collection Requirements

Properly prepared Compostables shall be collected weekly on the same day as Residential Garbage and Recyclables collection. Collections shall be made from Single-family Residence Customers regularly on the same day and as close to a consistent time as possible.

Food Scraps shall be contained in the initial Compostables Cart, and only Yard Debris shall be placed in bags, bundles, or Cans. Extra Yard Debris material that does not fit the initial Compostables Cart shall be bundled or placed in Kraft bags or Customer-owned Cans labeled for Yard Debris. Customers choosing to use their Containers for excess Yard Debris shall be provided, upon Customer request, with durable labels by the Contractor that clearly identify the Container's contents as Yard Debris.

Upon direction from Redmond, for two (2) collection cycles immediately following a Redmond-designated storm event, up to ninety-six (96) additional gallons of Compostable storm debris shall be accepted with regular quantities of Compostables without additional charge, provided that the materials are prepared and set-out as described for excess Yard Debris in the prior section. This service shall be limited to no more than five (5) events over the life of this Contract.

The Contractor shall collect unflocked, undecorated, natural Christmas trees from Residential Customers at no additional charge on their regularly scheduled collection day. Trees shall be no greater than four feet (4') in length.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection is provided.

8 MULTIFAMILY AND COMMERCIAL SERVICES

8.1 Multifamily and Commercial Garbage collection

8.1.1 Subject Materials

The Contractor shall collect all Garbage placed on or near the Curb for disposal by Multifamily and Commercial Customers in Garbage Containers, and adjacent to, if properly prepared.

8.1.2 Containers

Multifamily and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts, one (1) through eight (8) cubic yard non-compacted Detachable Containers, and one (1) through six (6) cubic yard compacted Detachable Containers.

Containers shall be provided to Customers at no charge as part of service, except for compacting Containers or unless otherwise set forth in this Contract and directed by Redmond. The Contractor shall collect customer-owned or Customer-leased Detachable Container compactors unless the Container is incompatible with the Contractor's equipment.

Materials over Container capacity or the subscribed service level shall be collected and properly charged as Extra Units at rates set forth in Exhibit B. Extra charges may be assessed for materials loaded to lift

the Container lid in excess six inches (6") from the normally closed position. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

The Contractor may use front-load and rear-load Detachable Containers to service Multifamily and Commercial Customers; however, not all collection sites within the Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide Containers and collection services capable of servicing all Customer sites, whether or not the front-load collection is feasible.

The Contractor shall deliver containers to requesting Multifamily and Commercial Customers within three (3) business days of the Customer's initial request.

8.1.3 Specific Collection Requirements

Commercial businesses with a physical location in the Service Area shall be required to use Garbage Service under this Contract. Collections from both Multifamily and Commercial Customers shall be made regularly on the same day and as close to a consistent time as possible.

The Contractor may charge for locking/unlocking Containers and/or enclosures at rates set forth in Exhibit B. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25') for Garbage collection at no additional charge. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a Container over twenty-five feet (25') to reach the collection vehicle at its nearest point of access. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring the Contractor's use of specialized equipment for Container relocation may charge those Customers a stand-by fee for each minute after five (5) minutes at a rate consistent with Exhibit B.

Multifamily and Commercial Customers may request extra collections and shall pay a proportional amount of their regular monthly rate for that service as established by Redmond.

8.2 Multifamily and Commercial Recyclables Collection

8.2.1 Subject Materials

All properly prepared Recyclables listed in Exhibit C for Multifamily and Commercial Customers (including those Multifamily and Commercial Customers with permanent Garbage Drop-box Collection serviced at least once per month) shall be collected as part of the Garbage collection services without extra charge. The Contractor may decline to collect Recyclables if the Container in which the Customer places them contains Excluded Materials or other materials that do not conform to the Recyclables definition or do not meet specifications.

8.2.2 Containers

The Contractor shall provide Recycling Containers at no additional charge to all Multifamily and Commercial Customers requesting Containers. If requested by Redmond, the Contractor shall provide locked slotted lids for Detachable Containers for Recyclables at identified Multifamily sites.

The Contractor shall encourage and promote participation in Recyclables services and recommend appropriate relative Container sizes through its site visit and evaluation process. The Contractor shall

encourage using Detachable Containers instead of multiple Carts at Multifamily sites where more than one (1) cubic yard of Recycling capacity is provided unless constraints favor the use of Carts. For Garbage Drop-box customers, the maximum Commercial Recyclables service shall be collection of one (1) eight (8) cubic yard container per week. The Contractor shall deliver containers used for collecting Recyclables to requesting Customers within three (3) business days of the Customer's initial request.

8.2.3 Specific Collection Requirements

Multifamily and Commercial Recyclables collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made regularly on the same day(s) of the week and as close to a consistent time.

The Contractor shall not charge fees for locking/unlocking Containers, locking/unlocking enclosures, or for opening and closing gates. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25') for Recycling collection at no additional charge. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a Container over twenty-five feet (25') to reach the collection vehicle at its nearest point of access. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring the Contractor's use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

8.3 Multi-family and Commercial Compostables Services

The Contractor shall provide limited embedded Compostables Cart collection services to requesting Multifamily and Commercial Customers at no charge and subscription fee-based service for requested Detachable Containers and additional requested Carts. Customers may obtain Compostables collection services from any service provider.

8.3.1 Subject Materials

The Contractor shall provide a collection of Compostables from any requesting Multifamily or Commercial Customers, subject to that Customer's continued compliance with material preparation requirements. Containers, including contaminated or oversized Compostables materials rejected by the Contractor, shall be tagged in writing in a prominent location with an appropriate problem notice explaining why the material was rejected.

The Contractor shall provide a collection of unflocked, undecorated, natural Christmas trees from Multifamily Customers at no additional charge. Trees must be no greater than four feet (4') long. Customers may place trees adjacent to carts for collection each calendar year within the first two weeks of the Compostables collection.

8.3.2 Containers

Containers shall be provided to participating Customers as part of their embedded or subscription-based services with no additional container delivery or rental charges. The Contractor shall offer regular thirty-two (32) or thirty-five (35) gallon, sixty-four (64) gallon, and ninety-six (96) gallon Compostable Carts and two (2) cubic yard or four (4) cubic yard Detachable Containers.

The Contractor shall offer an annual cleaning of Compostables Carts at no additional charge upon Customer request. Additional cleaning shall be available to Customers upon request at the charges listed

in Exhibit B. Compostables Carts shall be delivered by the Contractor to Multifamily and Commercial Customers within three (3) business days of a Customer's initial request.

8.3.3 Specific Collection Requirements

Embedded Multifamily and Commercial Customer Compostables service shall include weekly or twice a week collection from up to three 32/35 or 64 gallon Carts. Additional Carts or Detachable Containers shall be serviced as subscribed for and requested by the Customer.

At Commercial sites with multiple businesses, the Contractor shall provide the embedded service level for each business on the site, if requested by the Customer. At Multifamily sites, the Contractor shall provide the embedded service level for each garbage enclosure, if requested by the Customer.

Compostable shall be collected at least weekly. Collections shall be made regularly on the same day(s) of the week and as close to a consistent time. Twice per week collections shall be spaced apart by two or three days.

The Contractor shall not charge fees for locking/unlocking Containers, locking/unlocking enclosures, or for opening and closing gates. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Carts up to twenty-five feet (25') for collection at no additional charge.

Liner replacement fees may be assessed for customers that request Compostable liner replacement during servicing. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a Cart over twenty-five feet (25') to reach the collection vehicle at its nearest point of access.

9 OTHER COLLECTION SERVICES

9.1 Drop-Box Container Garbage Collection

9.1.1 Subject Materials

The Contractor shall provide permanent Drop-Box Container Garbage collection services to Customers following the Customer's selected service level. For this section, a permanent Drop-Box Container Customer is a Customer who retains service for more than ninety (90) Days and has their Container hauled at least once per calendar month.

Permanent Drop-Box Container Customers who have at least one (1) haul of their Container each month are eligible for Recycling services of up to eight (8) yards per week per Section 8.2. If a permanent Drop-Box Container Customer with regular Recycling service falls below the minimum one (1) Garbage haul per month threshold, the Contractor shall notify the Customer of the minimum requirement for Recycling eligibility and that the Contractor will charge for future Recycling collection at market rates if the minimum Garbage haul threshold is not met in successive months.

9.1.2 Containers

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the standards described in Section 6.4. The Contractor shall service customer-owned or Customer-leased Drop-Box Container compactors unless the Container is incompatible with the Contractor's equipment.

9.1.3 Specific Collection Requirements

The Contractor shall provide dispatch service and equipment capable of collecting full Drop-box Containers on the same business day if the call center receives the Customer's initial request before or at 10:00 a.m. and no later than the next business day if the call center receives the Customer's initial call after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer when collecting the full Drop-box Container. The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty Containers by the Contractor to new and temporary Customers within one (1) business day of their initial request.

The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked enclosures at no additional charge. The Contractor may charge additional time and/or mileage only if (1) the Customer requests that the Contractor deliver material to a facility other than the closest County disposal facility, (2) the facility is one to which the Contractor is allowed to deliver the material under this Contract, and (3) Contractor delivers the material to such facility after advising the Customer in writing (email is acceptable) as to the basis of the additional time and/or mileage charges to be payable by the Customer on account of such deliveries.

9.2 Temporary (Non-Event) Container Customers

The Contractor shall maintain a sufficient Container inventory, including Detachable Container and Drop-box Containers, to provide delivery of empty Containers by the Contractor to temporary Customers within three (3) business days after the Customer's initial request. The temporary Detachable Container service charges listed in Exhibit B shall include delivery, collection, distance, and disposal. No additional fees other than those included in Exhibit B may be charged. Temporary Garbage services do not include Recycling or Compostables collection and shall not exceed ninety (90) days unless the Customer has their Container hauled less than once per calendar month, in which case they will continue to be considered a temporary customer. Customers requiring more than monthly collection service for over ninety (90) days shall subscribe to regular combined Garbage and Recycling.

9.3 Special Event Services

The Contractor shall provide temporary Garbage, Recyclables, and Compostables Carts to Customers sponsoring special events within the Service Area at the rates listed in Exhibit B. Contractor shall provide such Customers with assistance in determining Container needs and signage for Garbage, Recyclables, and Compostables at the special events, including site visits and technical assistance to ensure compliance with Washington State event recycling requirements (under RCW 70A.200.100) and that the maximum Recyclables and Compostables diversion is achieved. The Contractor shall coordinate their efforts with Redmond and provide such Customers and Redmond with a summary of the volumes of materials disposed of and diverted for recycling and composting.

The Contractor shall provide special event services as a bundle, with each event providing a collection of Recyclables and Compostables at no additional charge as part of the event Garbage collection service. The Garbage-only service shall only be provided on a case-by-case basis upon prior written approval of Redmond.

9.4 On-call Bulky Waste and Special Item Collection

The Contractor shall provide On-call Bulky Waste collection to any Single Family, Multifamily and Commercial Customers, by appointment for no more than the charge set forth in Exhibit B to this Contract, with collection occurring no later than five (5) business days after a Customer initial request.

The Contractor shall provide up to one free Bulky Waste collection per Single-family residence per year, for up to 2,000 Single-family residences per calendar year in response to requests from such Single-family residences. The Contractor shall not be required to provide free Bulky Waste collection to Multifamily or Commercial customers. If Single-family requests exceed 2,000 per year, then Contractor and City will mutually agree on a service adjustment, which may include stopping free pickups for the remainder of the year, increasing the number allowed per year, billing the City for requests beyond 2,000 for the current year, or other mutually supported adjustments.

Each free Single-family bulky collection includes up to three pieces of Bulky Waste or up to one cubic yard of Garbage, provided that any individual item, bag, or box is no larger than three feet by three feet or weighs more than what can safely be lifted by two of the Contractor's employees. Additional Garbage will be collected on the Customer's next regular collection day and Bulky Items shall be collected on a date arranged between the Contractor and Customer.

The Contractor shall track usage to ensure that no Customer uses more than their allowed one collection per calendar year unless they pay for regular Extra Units or Bulky Waste collection service at rates provided in Exhibit B.

Customers must place Bulky Waste at the regular Garbage collection location no more than twenty-four (24) hours before collection. The Contractor shall notify the Customer of the specific date that their item will be collected and the charge that will be made to their next bill.

The Contractor shall recycle all metal appliances unless another arrangement is approved in writing by Redmond and to make a reasonable effort to recycle all other materials collected.

The Contractor shall provide receiving containers (such as a Gaylord box) for no charge at up to 20 Multifamily sites during each year for collection of hard to recycle special items to be identified by the Contractor and the City, such as bagged textiles, cooking oil, and foam blocks. The sites will be serviced at a frequency mutually agreed by the Contractor and the City. Additional sites will be charged at the pickup fees listed in Exhibit B.

On-call Bulky Waste collection must occur during the hours and days specified in Section 4.4, except that Saturday collection is permissible if it is more convenient for Customers. The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was disposed of or recycled. This log shall be provided to Redmond monthly under Section 12.6.

Redmond customers shall also have access to the Recology Store in Redmond, during regular business hours, for free drop off of hard to recycle items, including textiles, light bulbs, electronics, small appliances, batteries, cooking oil, foam blocks, small propane cylinders, bicycles and bike parts, and hard cover books; to receive additional service information, and to pay bills or receive in person customer service. The Contractor will lease, furnish, and staff their new Store, located in Redmond, beginning and open to the public no later than October 1, 2025.

The store will be open year-round for a minimum of forty hours per week, on a regular schedule, as mutually agreed by the Contractor and City. The City has the option to discontinue the store after December 31, 2030, and negotiate with the Contractor for Customer savings consistent with Contractor savings from closing the store, net of any costs incurred by the Contractor to close the store. The Contractor will ensure that no leases, investments, or commitments require the store to stay open past 2030 without concurrence from the City.

9.5 Excluded Services

This Contract does not include the collection or disposal of Unacceptable Waste.

10 CITY SERVICES

10.1 Municipal Services

The Contractor shall provide the services in this section at no additional charge to Customers or Redmond. The total value of municipal services provided in this section shall be increased or decreased by a proportional amount reflecting increases or decreases in annual revenues received by the Contractor. If the value of municipal services provided by the Contractor year-on-year increases more than the change in overall Contract revenues year-on-year, Redmond will either pay for the additional value of services, limit the provision of services to additional facilities, or adjust the Contractor’s rates to reflect the excess cost to Contractor in providing such services.

The Contractor shall provide Garbage, Recyclables, and (as appropriate) Compostables collection to all Redmond municipal facilities and parks as a part of this Contract and at no additional charge. The Contractor shall provide on-call collection for batteries and Styrofoam or other hard to recycle at no charge to municipal facilities identified by Redmond. As of the date herein, these facilities consist of the following:

Facility	Address
Senior and Community Center	8703 160 th Ave NE
Community Center at Marymoor Village	6505 176 th Ave NE
Public Safety Building	8701 160 th Ave NE
City Hall	15670 NE 85 th St
Farrel-McWhirter Park	19545 Redmond Rd
Old Fire Station	16510 NE 79 th St
Redmond Fire Department: Station 11	8450 161 st Ave NE
Redmond Fire Department: Station 12	4211 148 th Ave NE
Redmond Fire Department: Station 13	8701 208 th Ave NE
Redmond Fire Department: Station 14	5021 264 th Ave NE
Redmond Fire Department: Station 15	4200 228 th Ave NE
Redmond Fire Department: Station 16	NE 65 th and 185 th Ave NE
Redmond Fire Department: Station 17	16917 NE 116 th St
Redmond Fire Department: Station 18	
Grass Lawn Park	7031 148 th Ave NE

Hartman Park	17300 NE 104 th St
Idylwood Park	3650 West Lake Sammamish Parkway NE
Juel Park	18815 NE 116 th St
Maintenance Operations Center	18080 NE 76 th St
Conrad Olson Park	18860 NE 95 th St
Redmond Pool	17535 104 th St
Old Redmond Elementary School House	16600 NE 80 th St
Maintenance Operations Center Parks	18120 NE 76 th St
Sammamish River Business Park	90 th St
Downtown Park	
Perrigo Park	

At any time during the term of this Contract, Redmond may add facilities to those listed above. Additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within Redmond Service Area and municipal facilities in future annexation areas covered by this Contract.

Regular Garbage, Recyclables, and Compostables generated on an ongoing basis at all Redmond’s facilities in the ordinary course of their operations, whether generated by staff or third parties (e.g., janitorial contractor,) will be collected by the Contractor without charge to Redmond. In cases in which Garbage, Recyclables, or Compostables are generated through the performance by third-parties of services for Redmond outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials following charges listed in Exhibit B. For example, the Contractor could require Redmond to pay for the disposal of debris generated by replacing the roof of one of Redmond’s facilities. Tenants and other occupants of a municipal facility, other than those who operate the facility as Redmond’s contractor of municipal services, may be charged by Contractor under this Contract for the collection from them of associated Garbage, Recyclables, and Compostables.

If Redmond is restricted from accepting these services at no charge, the Contractor shall be separately and specifically paid for these services at Contract rates, and the Contractor shall reduce the Contract rates by the estimated costs of providing these services to Redmond at no charge.

10.2 City-Sponsored Community Events

The Contractor shall provide Garbage, Recycling, and/or Compostables services for City-sponsored events at no charge to Redmond or users. Container capacity shall be coordinated with event staff to ensure that the Contractor provides sufficient capacity and collection frequency. These events shall include, but not be limited to: Redmond Lights, Derby Days, and So Bazaar.

At any time during the term of this Contract, Redmond may add more sponsored community events in addition to those listed above, subject to the Contractor’s approval for conflict of interest and compliance with laws, and provided that if Redmond adds more than one event every year, the Contractor may negotiate compensation for those additional events.

10.3 Street Litter, Recycling, Compostables, and Cleaning Services

The Contractor shall provide a collection of up to one hundred (100) on-street litter (Garbage), Recyclables, and/or Compostables Containers within the Redmond Service Area at no charge to the Redmond. Litter Containers shall be collected as Garbage, Recyclables Containers shall be collected as Recyclables, and Compostable Containers shall be collected as Compostables. The Contractor shall provide and install plastic liners for litter and Recyclables Containers and compostable liners for Compostable Containers.

On-street Containers shall be collected on the schedule set by Redmond for each Container. Collection frequency for each Container may be variable between five (5) times per week and every other week, at Redmond's option. Containers may be collected on either Commercial or Residential routes, provided that the Contractor times collection to minimize disruptions to traffic flow and does not service the litter containers during peak traffic times.

The Contractor shall provide scheduled and On-call collection for Containers at no charge to Redmond. If Redmond requests immediate collection of an overflowing Container, the Contractor shall collect that Container on the same day of notification, provided that notification is provided before 5:00 pm.

The Contractor shall provide street cleaning, litter abatement, and graffiti removal services for the fees listed in Exhibit B in response to on-call requests from Redmond or Customers, provided that relevant private property owners consent to the services being performed.

11 CUSTOMER SERVICE

11.1 Customer Service Functions

The Contractor shall be responsible for providing all Customer Service functions, including, but not limited to:

1. Answering Customer phone calls, texts and electronic requests;
2. Requesting (at start of service) Customer's preference for notification of service changes via outdialer calls, texts, or e-mails;
3. Informing Customers of current, new, and optional services and charges;
4. Handling Customer subscriptions and cancellations;
5. Receiving and resolving Customer complaints;
6. Dispatching Drop-box Containers, temporary Containers, and special collections;
7. Billing;
8. Maintaining and updating regularly as necessary a user-friendly internet website; and
9. Maintaining and updating regularly as necessary a user-friendly mobile app.

These functions shall be provided at the Contractor's sole cost, with such costs included in the Contractor's charges set forth in Exhibit B.

11.2 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required

The Contractor's Customer Service representatives shall fully know all collection services available to Customers, including those available to Single-family Residence, Multifamily, and Commercial Customers. For new Customers, Customer Service representatives shall explain all Garbage, Recyclables, and Compostables collection options available depending on the sector from where the Customer is calling. For existing Customers, the representatives shall explain new services and options and resolve

recycling issues, collection concerns, missed pickups, Container deliveries, disposal, and recycling options for items not accepted by the Contractor and other Customer concerns. Customer Service representatives shall be trained to inform Customers of Garbage, Recyclables, and Compostables preparation specifications. The Contractor will forward Redmond-related policy questions to Redmond.

The Contractor shall provide Redmond with internal Customer Service representative training and support information specific to Redmond to allow Redmond to review and check information provided to Customer Service representatives and, in turn, provided to Customers. The Contractor's Customer Service representatives shall have instantaneous electronic access to Customer Service data and history to assist them in providing excellent Customer Service. Any revisions to these materials shall be approved in writing (email is acceptable) by Redmond before being used by Customer Service representatives.

11.3 Customer Service Location, Hours, and Staffing

Call center operations shall be based in the Puget Sound area. The Contractor's call center for Redmond customers shall be open and available with Customer Service representatives during Call Center Hours, defined as 7am to 7pm Pacific time for Monday through Friday, and 8am to 7pm on Saturday and Sunday. The Contractor shall maintain and staff a Recology Store in Redmond, as described in Section 9.4, to provide in-person customer service and bill pay support during regular hours for any Redmond customers. Holiday closures for Contractor customer service, call center, and store will be limited to collection holidays described in Section 4.7.

Customer calls shall be taken during these Call Center Hours by a person, not by voicemail. Outside of these Call Center Hours, the Contractor shall have an answering or voicemail service available to record messages from all incoming phone calls. The Contractor shall provide a local Customer Service number, with a Redmond exchange, and be able to uniquely track Contract answering performance on that line.

The Contractor shall maintain a twenty-four (24) hour emergency phone number for use by Redmond. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency phone number for Redmond's use during all hours, including normal Office Hours, defined as 8am to 5pm Pacific time, Monday to Friday. Inability to reach the Contractor's staff using the emergency phone numbers shall be cause for performance fees under Section 14.1.

During Call Center Hours, the Contractor shall maintain sufficient call center staff to answer and promptly handle customer complaints and service requests. If incoming phone calls are necessary, the Contractor shall increase staffing levels to meet Customer Service demands. The Contractor shall provide and publicize a phone number capable of handling service-related text messages.

The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests promptly made by methods other than phone, including letters, text messages, and electronic messages. If staffing is deemed insufficient by Redmond to handle Customer complaints and service requests promptly, the Contractor shall increase staffing levels to meet performance criteria.

The Contractor shall provide additional staffing during the Transition and Implementation Period, especially from six (6) weeks before the Date of Commencement of Service, through the end of the fourth (4th) month after the Date of Commencement of Service, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Staffing levels shall be subject to Redmond's

prior review and approval during the Transition and Implementation Period. The Contractor shall receive no additional compensation for increased staffing levels during the Transition and Implementation Period.

11.4 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date, and manner of resolution of the complaint or service request in a computerized daily log. Any calls received through the Contractor's non-Call Center Hours voicemail or answering service shall be recorded in the log no later than the following business day. The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all complaints within one (1) business day of the original phone call, letter, or electronic communication, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

The Customer Service log shall be available for inspection by Redmond, or its designated representatives, during the Contractor's Office hours and shall be in a format approved by Redmond. The Contractor shall provide a copy of this log in an electronic format from the Microsoft Office suite (or another Redmond-approved format) of software to Redmond with the monthly report.

11.5 Handling of Customer Calls

All incoming phone calls shall be answered promptly and courteously, with an average answer speed of less than thirty (30) seconds. No phone calls shall be placed on hold for more than two (2) minutes per occurrence monthly, and no more than ten percent (10%) of incoming phone calls shall be placed on hold for more than twenty (20) seconds. A Customer calling into the Customer Service phone lines and placed on hold shall hear messages applicable to services provided under this Contract and not mislead customers.

A Customer shall be able to talk directly with a Customer Service representative when calling the Contractor's Customer Service phone number during Call Center Hours without navigating an automated phone answering system. Customer Service representatives shall provide accurate and applicable information and shall not provide confusing, inaccurate, or misleading information. An automated voicemail or phone answering system may be used outside Call Center Hours.

11.6 Customer Service Monitoring and Corrective Measures

The Contractor shall have a program in place to monitor and evaluate the quality of customer service and to determine overall Customer satisfaction with the Contractor's services. Monitoring and evaluation methods may include random Customer surveys, periodical monitoring of customer service, call monitoring by supervisors, call management reports, and other methods. The Contractor shall monitor its program and ensure that high levels of customer service are demonstrated throughout the contract period. A record of all monitoring and evaluation programs shall be maintained and forwarded to Redmond upon request.

Upon the receipt of Customer complaints regarding busy signals or excessive delays in answering the phone, Redmond may request the Contractor submit a plan to Redmond for correcting the problem. Redmond must approve the plan. During the Transition and Implementation period, the contractor shall have seven (7) days to implement corrective measures. After the Transition and Implementation Period, the Contractor shall have thirty (30) days to implement the corrective measures. Corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in possible performance fees according to Section 14.1 assessed against the Contractor.

11.7 Contractor Website

The Contractor shall maintain a mobile-friendly website containing information specific to Redmond's collection programs, including the following information at a minimum:

1. Contact information, noting available hours for each contact method;
2. Collection schedules;
3. Current day of collection map;
4. Material preparation requirements;
5. Available services and options;
6. Rates and fees for all sectors and services;
7. Holiday schedules and resulting delays in collections;
8. Inclement weather service changes;
9. Current education and outreach materials;
10. Translation options are available; and
11. Other relevant service information for its Customers.

The Contractor's website shall provide the following functions for Customers:

1. Obtain day-of-service information;
2. Report issues and receive a tracking number or other method to monitor progress on their issue;
3. Connect and speak to a Customer Service agent;
4. Chat/instant message with a Customer Service agent rather than talk if desired;
5. Review and pay bills;
6. Manage services; and
7. Switch service levels or order additional services;

Electronic Customer Service requests shall be answered within one (1) business day of receipt.

The Contractor shall provide a knowledgeable and proficient communications manager among its local staff responsive to Redmond's request(s) for changes to the Contractor's website. The website design shall be usability tested and then submitted to Redmond for approval a minimum of three (3) months before the Date of Commencement of Service of this Contract, and then changes shall be subject to Redmond's prior approval throughout the term of this Contract. Changes requested by Redmond consisting of textual messages only shall be implemented within seventy-two (72) hours of the time of the request(s). Changes requested by Redmond of a textual nature that is related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of Container set-out) shall be implemented as soon as possible but not more than three (3) hours from of the time of the request. Changes requested by Redmond that include a graphical component must be implemented within five (5) Days of the time of the request.

The Contractor shall provide timely updates to the website and links to Redmond's website, regularly checking that all links are current. The website shall include the information requested by Redmond translated into Spanish, Chinese (simplified), Hindi, and Russian. The Contractor shall provide translations for additional language communities with significant limited English proficiency, as identified and requested by Redmond. Upon Redmond's request, the Contractor shall provide a website utilization report indicating the usage and communication preferences.

The Contractor shall collect only the Customer information necessary to perform Contracted solid waste collection functions from websites, applications, and any other electronic media used by Customers. To the extent permitted by applicable law, any Customer data collected while performing functions of this Contract shall be provided to Redmond upon request but shall not be sold or otherwise provided to any other party.

Failure to include accurate information and/or required information on the Contractor's website shall be cause for performance fees as described in Section 14.1.

11.8 Customer Communications

All Customer communications (other than emergency announcements and routine service and billing interactions with individual Customers) shall be reviewed and approved by Redmond before distribution. This includes messaging in out-dialer recorded messages, billing statements, bill inserts, e-newsletters, email marketing, social media, website, mailed materials, printed materials, and other avenues of planned communications.

Redmond and Contractor recognize that Customer preferences for their method of communication may change during the Term of this Contract and agree to adjust Customer Service expectations to match Customer preferences. For example, if call traffic to the Contractor's phone-based call center reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources accordingly to ensure high levels of Customer Service. Redmond and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to Customer Service delivery.

11.9 Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services required under this Contract. All Single-family Residence Customers shall be billed every other month or quarterly, and Multifamily and Commercial Customers shall be billed monthly. In no case shall a Customer's invoice be past due before the receipt of all services covered by the billing period. The Contractor's billing cycle parameters include, but are not limited to, the service period, invoice date, due date, late fee date, reminder date(s), Container removal, and stop-service date. Redmond reserves the right to review and provide feedback on the bill template used by the Contractor to format and design to ensure Customer satisfaction. The Contractor shall evaluate and may incorporate Redmond's recommendations in good faith. Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne by the Contractor and are included in the service fees in Exhibit B. The Contractor may bill Customers late payments, "non-sufficient funds" check charges, and the costs of bad debt collection under policies and amounts previously approved in writing by Redmond.

The Contractor shall offer paperless billing, including an autopay/electronic notification function that allows the Customer to set up autopay and receive an email or text notification of the amount and draw date of the payment without requiring the Customer to navigate to the Contractor's website to obtain that information.

The Contractor shall be responsible for the following:

1. Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;
2. Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-content paper;
3. Generating bills that include, at a minimum, a statement indicating the Customer's current service level, current charges and payments, appropriate taxes and fees, Customer Service contact information, and website information;
4. Generating bills that clearly state the date at which late fees will be assessed for non-payment;
5. Generating bills that have sufficient space on the front or back of the bill for educational or informational messaging, as directed by Redmond;
6. Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or wire transfer. No transaction fees may be levied on any Customer payments;
7. Accepting, processing, and posting payment data each business day;
8. Accepting bill inserts from Redmond for specific Customer sectors;
9. Maintaining a system to monitor Customer subscription levels, record excess Garbage or Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for not less than six (6) years from the end of the fiscal year following current Washington State record retention laws and with Redmond's record retention policy, whichever is greater. Data shall be kept in a manner that is instantaneously accessible to Customer Service representatives needing to refer to Customer Service data and history;
10. Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services;
11. Collecting unpaid charges from Customers for collection services; and
12. Implementing rate changes as specified in Section 13.3.

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (e.g., Customer Service, service levels, and billing history) database. The Contractor shall ensure that, at a minimum, a daily backup of the account servicing database is made and stored off-site. The Contractor shall also provide Redmond with a copy of the account servicing database (excluding Customer financial information such as credit card or bank account numbers) sorted by Customer sector via e-mail, FTP site, or electronic media upon request. Redmond shall have unlimited rights to use such account servicing database to develop targeted educational and outreach programs, analyze service level shifts or rate impacts, and/or provide information to successor contractors.

Upon seven (7) days' written notice, the Contractor shall provide Redmond with a paper and/or electronic copy at Redmond's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels, and current account status.

During the Contract, Redmond may direct the Contractor, with 12 months' notice, to permanently transition customer service and billing functions to Redmond customer systems. Upon completions of this transition, Redmond will reduce monthly payments to the contractor by \$4600 per month in 2024 dollars. This reduction will be inflated from 2024 dollars to transition year, based on CPI adjustments in Section 13.3.1.

11.10 Service Stops

Single-family Residential Customers shall have the option of stopping collection services if their Residence will be vacant for more than four (4) consecutive weeks. The Customer shall not be charged for regular services during the service stop period; however, the Contractor may charge a standby fee as provided in Exhibit B for service stops exceeding ninety (90) Days.

12 COORDINATION WITH CITY

12.1 City Customer Service

The Contractor shall maintain a local staff with management-level authority to provide a point of contact during Office Hours for the majority of inquiries, requests, and coordination covering the full range of Contractor activities related to this Contract. Duties include, but are not limited to:

1. Assisting staff with promotion and outreach to Single-family Residences, Multifamily, Commercial Customers, and special events;
2. Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and inquiries; and
3. Assisting Redmond with program development and design, research, response to inquiries, and troubleshooting issues.

A Contractor-designated service expert shall be accessible by staff to address emerging problems as needed and shall return messages (phone, mobile messaging, or email) within four (4) hours of Redmond's leaving or sending a message during Office Hours and by noon on the next business day if after Office Hours.

Should the Contractor fail to meet Redmond's expectations for Customer Service as described herein, the Contractor shall be assessed performance fees under Section 14.1.

12.2 Site Planning and Building Design Review

Upon request and without additional charge, the Contractor shall make available site planning assistance to either Redmond and Customers or potential Customers and shall publicize the appropriate contact information for this function. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the Service Area and shall address the design and planning of Garbage, Recyclables, and Compostables removal areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building managers when realigning Garbage, Recyclables, and Compostables services.

12.3 Performance Review

Upon reasonable notice to the Contractor, Redmond may review the Contractor's performance under this Contract. If conducted, the performance review shall include but is not limited to, a review of the Contractor's performance relative to requirements and standards established in this Contract, including Customer Service standards. The Contractor agrees to fully cooperate with the performance review and work with Redmond staff and consultants to ensure a timely and complete review process.

Redmond shall present the performance review results to the Contractor within thirty (30) days of completion. Should Redmond determine that the Contractor fails to meet the Contract performance requirements and standards, Redmond shall give the Contractor written notice of all deficiencies. The Contractor shall have sixty (60) days from receipt of notice to correct deficiencies to Redmond's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, Redmond may allow the Contractor additional time to comply, accept other remedies for the service failure, or proceed with the contract default process under Section 14.2 of this Contract, at Redmond's sole option.

The costs of the development and implementation of any action plan required under this Section 12.3 to address failures on the part of the Contractor to perform under the terms and conditions of this Contract shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or Redmond, or included in rates or fees charged Customers.

Upon reasonable notice to the Contractor, Redmond may design and implement an alternative annual Contract compliance monitoring program with or without Contractor performance incentives. If Redmond desires such a program, Redmond and Contractor agree to negotiate in good faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance data. Redmond shall bear the costs of Redmond staff, Redmond-retained consultants, and performance incentives (if used), and the Contractor shall bear the costs of Contractor staff and route costs to perform the monitoring.

12.4 Continual Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall be available to meet with Redmond in person or via phone/video conference, at Redmond's option, weekly during the Transition and Implementation Period and monthly throughout the term of the Contract to discuss operational and Contract issues.

The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the provisions of this Contract is maintained.

Redmond may periodically monitor collection system parameters such as participation, Container condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with Redmond by coordinating the Contractor's operations with Redmond's periodic monitoring to minimize inconvenience to Customers, Redmond, and the Contractor. The Contractor also shall provide full access to equipment, processing facilities, route and Customer Service data, safety records, and other applicable information. Redmond's review of Contractor activities and records shall occur during normal Office Hours and be supervised by the Contractor's staff.

12.5 Emergency Response

The Contractor shall assist Redmond in the event of a disaster or emergency declaration. Contractor services shall be provided as soon as practical upon Redmond's direction and paid at the Contract rates in Exhibit B.

The Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response and include such information in the monthly and annual reports required under Section 12.6. The Contractor shall maintain such records and documentation consistent with Redmond's prior written approval and any standards established by the Federal Emergency Management Agency (FEMA) and, at Redmond's request, shall assist Redmond in developing any reports or applications necessary to seek federal assistance during or after a federally declared disaster.

12.6 Reporting

The Contractor shall provide monthly, annual, and ad hoc reports to Redmond. The Contractor report formats may be modified occasionally at Redmond's request at no additional charge to Redmond. In addition, the Contractor shall allow Redmond access to pertinent operations information related to compliance with the obligations of this Contract, including but not limited to vehicle route assignment and maintenance logs, certified weight slips from Garbage, Recyclables, and/or Compostables facility, and Customer charges and payments.

Reports shall be focused on providing data in an easy-to-read fashion and must include sufficient information to determine that the Contract terms are met, not general company promotion. Data shall be provided directly in the relevant report, preferably in Microsoft Excel. Links to websites or company database functions do not fulfill the requirements of this section.

Information received by Redmond and in the Contractor's possession shall be subject to existing laws and regulations regarding disclosure, including the Public Records Act, RCW Chapter 42.56, and shall be subject to the provisions of Section 15.7 below.

Misrepresentation by the Contractor in records or reporting or failure to provide the required reports on time shall be cause for performance fees as described in Section 14.1.

12.6.1 Monthly Reports

The Contractor shall provide a monthly report containing the following information for the previous month by the twenty-first (21st) Day of the following month. Reports shall be submitted in an electronic format approved by Redmond and certified as accurate by the Contractor. At a minimum, reports shall include a report for each of the following topics that are clearly labeled and identified by topic:

1. A log of all Customer complaints, including Customer name, property name, address, date of contact, complaint, and resolution.
2. A tabulation of the number of Single-family, Multifamily, and Commercial accounts by service level/Container size and service frequency.
3. The Contractor's Customer Service phone system reports total call volume, total calls answered, call hold time, and average answer speed.

4. The website utilization report shows the total number of Customers managing their services online, the number of messages received on the website, site usage data, and other data or information as Redmond may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables, and Compostables quantities collected (in tons) for each collection sector by month and year-to-date. Drop-box tonnage shall be separated and shall include the total number of hauls. The summary shall include program participation statistics, including a summary of Multifamily and Commercial participation in Recyclables and Compostable Services and set-out statistics for Single-family Residential Garbage, Compostables, and Recyclables Collection Services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g., appliances, etc.), reporting item counts are sufficient. The summary shall include the facilities' names for all materials and tonnage delivered to each facility.
6. Total billed revenue, and the disposal payments made to the County;
7. A description of any vehicle accidents, infractions, and reported leaks.
8. A description of any changes to collection routes, Containers, vehicles (including the identification of backup vehicles not meeting contract standards with the truck number and date of use), Customer Service, or other related activities affecting the provision of services.
9. Documentation of contractor procurement of state-certified low carbon fuel.
10. A list of Multifamily and Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services.
11. A list of Multifamily and or Commercial services initiated or dropped and the reason for discontinuing service.
12. A description of any promotion, education, and outreach efforts completed and planned, including outcomes from the Zero Waste Specialists and, where possible, samples of materials and a summary of any customer feedback or response.
13. A list of Multifamily and Commercial sites visited by outreach staff with property name, property contact, Contractor staff conducting the outreach, actions completed with dates, materials distributed, and quantity of contacts made, service changes made, and follow up required.
14. A description of Contractor activities and tonnages for Redmond's services and events.

If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors. The apportioning methodology shall be subject to Redmond's prior review and written approval and periodically verified through the Contractor's field testing.

12.6.2 Annual Reports

On an annual basis, by the first working day of March, the Contractor shall provide a report containing the following information for the previous year:

1. A consolidated summary and tabulation of the monthly reports described above.
2. A summary of all Recyclables and Compostables processed at each contracted processing facility, with total commodities produced, destination products and countries, and processing residues disposed of as Garbage. Summary of the average market values of each commodity produced, the blended average value per ton of Recyclables processed, and notice of any significant changes in market value, if any. The summary shall include a description of the methodology and data sources used to calculate the quantities of each commodity produced (e.g., a periodic audit conducted on incoming loads and residuals, composition study published by a reference jurisdiction, etc.) and to calculate the average market values. Market values for

commodity values may be reported based on published market indices or local market prices for commodities sold.

3. A summary and discussion of the average per ton costs to sort and prepare commodities for sale (processing costs), not including consideration of revenues generated from commodity sales, and notice of any significant changes in processing costs, if any.
4. Summary of inbound contamination levels based on random audit and sampling of recycling loads from single-family, multifamily and commercial routes to assess the success of contamination reduction efforts.
5. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation and the volume of Recyclables and Compostables collection programs.
6. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
7. A discussion of promotion, education, outreach efforts, and accomplishments for the Zero Waste Specialists and for each sector.
8. An inventory of current collection vehicles and other major equipment, including model, year, make, VIN or serial number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
9. A list of Multifamily and Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services.
10. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 11.4. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).
11. A sustainability report including sustainability initiatives on the regional or division level.

The annual report shall be specific to Redmond's operations, written in a format appropriate for contract management, and shall not be a generalized listing of Contractor activities in the region or elsewhere.

12.6.3 Ad Hoc Reports

Redmond may request and receive from the Contractor up to six (6) ad hoc reports each year at no additional charge to Redmond. These reports may include Customer Service database tabulations to identify specific service levels, participation patterns, or similar information. Reports shall be provided in a Redmond-defined format and compatible with Microsoft software (or other Redmond-approved software) within thirty (30) days of the request. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

12.6.4 Other Reports

If Redmond requests, the Contractor shall provide daily route information for all service sectors and collection streams to evaluate potential collection system changes during the Contract Term.

12.7 Promotion and Education

The Contractor, at its own cost and at the direction and approval of the City, shall have primary responsibility for developing, designing, executing and distributing public promotion, education and outreach programs. The Contractor shall also have primary responsibility for providing annual service-

oriented information and outreach to Customers, including providing on-site Commercial and Multi-Family Recycling and Compostables technical assistance, distributing City-developed promotional and educational pieces at the City's direction, and implementing on-going recycling and composting promotions, education, and outreach programs at the direction of the City.

All written materials, Customer surveys and other general communications provided to Customers by the Contractor shall be approved in advance by the City. The City will be given three (3) weeks advance notice and opportunity to review any materials or communications meant for distribution to Customers. All materials shall be printed on 100% post-consumer recycled paper and have sufficient copies to fulfill requests from Customers and Redmond. Electronic copies of materials shall be provided to Redmond and posted on the Contractor's website with a file size not exceeding 2 MB.

The Contractor shall designate two full-time Waste Zero Specialist working to support service and diversion outreach in Redmond. No later than October 15 of each year, the City and Contractor shall jointly plan the Contractor's specific promotion and education program for Residential, Multifamily, and Commercial Customers, over the following year, including the focus and outcomes for the Waste Zero Specialists and any adjustments in materials and/or targeted audiences. The City may elect to assist the Contractor with development of promotional material design and text, as staff time allows; otherwise the Contractor shall be responsible for all design and development work, subject to City approval.

The Contractor shall have available on their website transcreated educational materials about the proper disposal of Garbage, Recyclables, and Compostables for Single-Family Residential, Multi-Family and Commercial Customers, in Spanish, Simplified Chinese, Hindi, and Russian. The Contractor shall provide translations for additional language communities with significant limited English proficiency, as identified and requested by Redmond. Upon request by the Customer or the City, the contractor shall deliver transcreated materials to selected Customers.

Outreach to Single-Family Residential, Multi-Family and Commercial Customers by the Contractor shall not preclude the City or its consultants from also conducting targeted outreach and technical assistance to encourage waste prevention, recycling and composting.

New Single-Family, Multi-Family and/or Commercial Customers shall receive a welcome packet of materials including the comprehensive service guide for their sector. Customers may choose an electronic or mailed copy. Hard copy mailed welcome packets must be mailed within seven (7) days.

12.7.1 Specific Outreach for Single-Family Customers

Each year, the Contractor, at its own cost and at the direction and approval of the City, shall print and mail an annually updated Redmond specific comprehensive service guide booklet to each Single-Family Residence no later than December 31. The City shall have up to three (3) rounds of edits during development of the service guide. The service guide booklet shall include, at a minimum, information on the proper sorting and disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines; winter weather and holiday collection information, contact information; and any other pertinent information.

12.7.2 Specific Outreach for Multifamily Customers

Each year, the Contractor, at its own cost and at the direction and approval of the City, shall print and mail an annually updated Redmond specific comprehensive service guide booklet to each Multi-Family unit and property manager no later than December 31. The City shall have up to three (3) rounds of

edits during development of the service guide. The service guide booklet shall include, at a minimum, information on the proper sorting and disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines, contact information; and any other pertinent information.

Contractor outreach specialists shall visit each Multifamily Customer that requests new Recyclables or Compostables services before Containers are delivered to discuss service location, training for onsite staff, and outreach to residents. The Contractor shall provide kitchen compost caddies and sample rolls of 3-gallon compostable bags, if requested by the Customer, at no charge.

The Contractor shall inspect all Multifamily Complex Customer Recycling Containers annually for contamination. The Contractor shall provide targeted outreach and custom-tailored consultations to Multifamily Complexes with low waste diversion and/or contamination issues. Field inspections shall be tracked and used to create custom direct outreach which may include mailed letters, in-person trainings/presentations, door-to-door tenant education, or other outreach methods. The Contractor shall also provide photocentric flyers, stickers, signage, door hangers, and other materials needed to support outreach and education. The Contractor shall track program results and report to the City monthly. Outreach plans, consultations and associated collateral must be approved by the City.

At the City's request, The Contractor shall contact, the manager or owner of Multifamily Property sites to encourage recycling and/or composting participation, address concerns, space or contamination problems, provide outreach to residents, and inform the manager or owner of all available services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education and provide technical assistance.

The Contractor is expected to take action when responding to contamination of Recyclables or Compostables at Multifamily Properties. A combination of these actions shall be appropriate in cases where contamination is readily apparent prior to emptying Containers at the Property:

- Immediately provide the City with photo documentation of the contamination, along with a record of container size, location within the Multifamily Property, and other pertinent information.
- With City notification/coordination, work with the Multifamily Property to create a specifically tailored recycling and /or composting service plan (establishing service volume and container location/access needs, auditing service levels/frequency/schedule, and verifying and monitoring related changes), as well as provide follow-up outreach as needed to achieve optimal participation and compliance.
- Distribute outreach materials as needed, door-to-door canvassing and related on-site assistance to property management, maintenance staff, and residents as needed.
- With City notification/coordination, consider installation and/or use of lock bars/locks, specialized lids with slots for Detachable Container lids, and adjusting container size, placement/location, or service frequency in manners intended to reduce or eliminate contamination of Recyclables.

12.7.3 Specific Outreach for Commercial Customers

Each year, the Contractor at its own cost and at the direction and approval of the City, shall print and mail an annually updated Redmond specific comprehensive service guide booklet to each Commercial Customer and Business in the City no later than December 31. The City shall have up to three (3) rounds

of edits during development of the service guide. The service guide booklet shall include, at a minimum, information on the proper disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines, contact information; and any other pertinent information.

Contractor outreach specialists shall visit each Commercial Customer that requests new Recyclables or Compostables services before Containers are delivered to discuss service location and training and outreach for onsite staff.

The Contractor shall inspect all Commercial Recycling Containers annually for contamination. The Contractor shall also provide targeted outreach and custom-tailored consultations to Commercial Customers with low waste diversion and/or contamination issues. Field inspections shall be tracked and used to create custom direct outreach which may include mailed letters, in-person trainings/presentations, door-to-door tenant education, or other outreach methods. The Contractor shall also provide photocentric flyers, stickers, signage, door hangers, and other materials needed to support outreach and education. The Contractor shall track program results and report to the City monthly. Outreach plans, consultations and associated collateral must be approved by the City.

The Contractor shall, at the City's request, address concerns, space or contamination problems, and offer additional education or training to commercial customers. The Contractor shall coordinate with Commercial Customer site managers or owners to provide outreach to tenants in multi-tenant buildings, office parks, and strip malls and similar situations where Contractor services are shared among tenants. Contractor shall do this either upon request and/or to facilitate coming increased recycling or Recyclables and/or Compostables contamination reduction goals.

The Contractor's educational efforts to Commercial Customers shall include offering to perform no-cost waste audits to determine areas that need improvement, training of business staff, tenants and property management staff, developing and covering the cost of providing stickers or laminated signage for interior collection containers, and delivering recycling guide flyers to the Commercial Customers or their tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education and provide technical assistance.

The Contractor is expected to take action when responding to contamination of Recyclables or Compostables at Commercial Properties. A combination of these actions shall be appropriate in cases where contamination is readily apparent prior to emptying Containers at the Property:

- Immediately provide the City with photo documentation of the contamination, along with a record of container size, location within the Commercial Property, and other pertinent information.
- With City notification/coordination work with the Commercial Property to create a specifically tailored recycling and /or composting service plan (establishing service volume and container location/access needs, auditing service levels/frequency/schedule, and verifying and monitoring related changes), as well as provide follow-up outreach as needed to achieve optimal participation and compliance.
- Consider installation and/or use of lock bars/locks, specialized lids with slots for Detachable Container lids, and adjusting container size, placement/location, or service frequency in manners intended to reduce or eliminate contamination of Recyclables.

- Distribute outreach materials as needed, door-to-door canvassing and related on-site assistance to property management, maintenance staff, and residents as needed.

12.8 Transition to the Next Contractor

The Contractor shall work with Redmond and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from Redmond's previous contractor to Redmond's new Contractor.

If Redmond does not elect to retain the Contractor's Containers under Section 6.6, the Contractor shall remove any Containers for all services, or any portion of services provided under this Contract upon sixty (60) days' written notice from Redmond. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously to minimize Customer inconvenience.

Upon written request of Redmond at any time during the term of this Contract, the Contractor shall provide either Redmond or a successive contractor a detailed customer list, including customer name, contact information, service address, billing address, and collection and Container rental service levels to Redmond in Microsoft Excel format (or another Redmond-approved format) within seven (7) days of Redmond's request.

The Contractor's failure to fully comply with this section shall result in the forfeiture of the Contractor's performance bond at Redmond's discretion.

13 COMPENSATION

13.1 Compensation to the Contractor

13.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-family Residence, Multifamily, and Commercial Customers in accordance with the charges for services listed in Exhibit B. The payment of charges for services listed in Exhibit B by Customers shall comprise the entire compensation due to the Contractor. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Exhibit B.

The Contractor shall invoice drop box garbage customers the current Composite Disposal Fee amount, based on the applicable drop box container disposal charge increased by 12%.

These payments shall comprise the entire compensation due to the Contractor. Under no circumstance shall Redmond be responsible for money that the Contractor cannot collect.

The Contractor shall offer low income senior and low income disabled service discount per Redmond low income utility program, of 50% off the rates listed in Exhibit B. At least annually, Redmond will provide the Contractor with a list of eligible Redmond single family households that qualify for utility tax relief, consistent with Redmond Municipal Code 3.12.

If a Customer places Excluded Materials or Unacceptable Materials in a Container, and the Contractor collects those materials inadvertently and incurs extraordinary expenses dealing with those materials, the Contractor may charge the Customer the actual costs of managing those materials, as approved by Redmond. Actual costs shall include additional transportation, handling, and disposal costs incurred by the Contractor for handling only those specific materials traceable to that Customer.

Redmond is not required under this Contract to make any payments to the Contractor for the Services performed, or for any other reason, except as specifically described in this Contract.

If the Contractor or a Customer desires services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to Redmond in writing, based on an adjacent Contractor WUTC tariff if the Contractor operates in such an area or an average of surrounding WUTC tariffs if the Contractor does not operate in an adjacent WUTC tariff area. Upon Redmond's written approval, the Contractor may provide the requested services. The Contractor shall not provide unauthorized services or charge unauthorized rates under any circumstance.

13.1.2 Itemization on Invoices

All applicable city, county, and state solid waste or Hazardous Waste taxes or fees, utility taxes, and certain sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Exhibit B unless specifically excluded by this Contract. The Fixed Annual Charge in Exhibit B shall not be itemized separately on Customer invoices. Redmond's Administrative Fee shall be included in Exhibit B rates and shall not be itemized separately on Customer invoices.

The Contractor shall not charge separately for the collection of Source-separated Recycling.

Charges for excess Garbage or Compostables, Single-family, Multifamily and Commercial Compostables collection, Drop-box Container On-call collection services, On-call Bulky Waste collection services, Container rentals, or temporary Container services shall be itemized on the Customer invoices separately by the Contractor, and may at no time exceed the charges stated in Exhibit B.

The County Composite Disposal Fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service.

The Contractor shall pay appropriate sales tax upon purchase of all equipment and Containers, and those costs are included in the rates provided in Exhibit B. The Contractor shall not separately charge sales tax for services that include any Container as part of the overall service package. Only Services that separate and itemize optional Container rental (specifically Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor shall not separately charge Customers sales taxes paid by the Contractor on its equipment and Containers.

Except as otherwise expressly provided by the Contract, the Contractor shall not adjust or modify rates due to employee wage increases, changes in Compostables processing fees (except as provided for in Section 13.3), Garbage collection service level shifts, or other changes affecting the collection system.

13.1.3 Discontinuing Service for Nonpayment

The Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations. Customers may have their service discontinued, and Containers recovered if the

Contractor provides the Customer with ten (10) days prior written notice that service will be discontinued for non-payment.

The Contractor may charge a one-time cart redelivery fee listed in Exhibit B to Customers who want to restart service, who have previously had their service terminated for nonpayment, and who had carts removed. The cart redelivery fee shall be applied as a flat charge, regardless of the number of carts delivered (e.g., Garbage, Recyclables, and Compostables).

13.2 Compensation to Redmond

The Contractor shall pay Redmond an Administrative Fee of 5.5% on or before the twenty-fifth (25th) day of each month during the term of this Contract, starting the month following the initiation or revision of the fee. The Administrative Fee shall be based on the gross receipts received by the Contractor from all Customers under this Agreement, excluding Drop-box Container disposal fees. The Contractor's obligations to pay the Administrative Fee shall survive the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

The Contractor shall fully participate in any Redmond billing audit to confirm the Contractor's Customer receipts during any accounting period during the Contract term.

Redmond may change the Administrative Fee level in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 13.3. Redmond shall notify the Contractor of the new Administrative Fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided by October 1st of each year.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees, and taxes as described in Section 15.11, Permits and Licenses.

13.3 Compensation Adjustments

13.3.1 Initial and Annual CPI Collection Component Modification

Beginning January 1, 2026, the Contractor's collection fee components shall be adjusted annually pursuant to this section. The Contractor shall submit in writing and electronic form to Redmond for review and verification a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1st of each year, starting October 1, 2025.

The collection fee component of the Contractor's fees contained in Exhibit B, and the miscellaneous fees and service charges contained in Exhibit B that do not have separate disposal fee components, for each level of service shall increase each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for Seattle-Tacoma-Bellevue, Urban Wage Earners and Clerical Workers, All items, Series ID: CWURS49DSA0 (1982-84=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index mutually agreed by the Parties should the foregoing index become unavailable. There shall be an additional adjustment of one-half (0.5) percent for the rate years 2028, 2029, 2030 and 2031 as described below.

Adjustments shall be based on the percentage change in the HALF1 data point for the twelve (12) month period ending in June of the previous year, as described in Exhibit D, or, for the adjustment effective January 2026, the twenty-four (24) month period ending in June of the previous year.

The initial adjustment to the Contractor's collection and miscellaneous charges, effective January 2026, shall be equal to the percentage change in the CPI HALF1 for the period ending June 2025, relative to the CPI HALF1 for period ending June 2023.

The annual adjustment to collection and miscellaneous charges effective January 2027, shall be equal to the percentage change in CPI HALF1 index for the period ending June 2026 relative to the CPI HALF1 for the period June 2025.

The annual adjustments, for collection and miscellaneous charges effective January 2028, 2029, 2030 and 2031 shall be equal to the sum of one hundred percent of the annual change in CPI HALF1 for the period ending the prior June, as described in the preceding sentence, plus one-half (0.5) percentage points.

The annual adjustment to collection and miscellaneous charges effective January 2032, and all subsequent years, shall be equal to the annual percentage change in CPI HALF1 index for the period ending the prior June 30, with no additional percentage points.

The CPI adjustment shall not exceed five percent (5%) per year for the rate adjustments that are effective January 2026, 2027, 2032, and all subsequent years. The total CPI adjustment, including the additional one-half (0.5) percentage point, shall not exceed five and one-half percent (5.5%) per year for the rate adjustments effective January 2028, 2029, 2030, and 2031. If the CPI index series decreases year-to-year, the collection fee component and miscellaneous fees and charges shall remain unchanged. Whether a cap or a floor is applied in a given year under this paragraph shall have no effect on the following year's CPI adjustment.

An example of rate adjustments due to Consumer Price Index changes is provided in Exhibit D.

Adjustments under this Section 13.3.1 shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall be truncated and not be considered when making adjustments.

13.3.2 Changes in Disposal Fees and Charges

Beginning January 1, 2026, for the initial service year, and for all subsequent service years, annual adjustments shall be made to the 2024 disposal fees reflected in the Exhibit B customer charges. The disposal fees shall be adjusted by one hundred percent of the percentage change in the per ton Composite Disposal Fee, calculated as set forth in Exhibit D and based on changes in Tipping Fee, Fixed Annual Charge, and the total tons of Garbage allocated to Redmond under the King County Disposal System, as provided by the County to the Contractor, no later than September 1st each year. If the County increases their Tipping Fee prior to January 1 of any service year, then the Composite Disposal Fee shall be adjusted commensurate with the new Tipping Fee effective date. The Fixed Annual Charge Adjustments described in this Section 13.3.2 and in Exhibit D may be revised upon the Parties' mutual written agreement at any time during the term of this Contract to improve alignment between Customer and Contractor obligations.

If Compostable processing fees that the Contractor pays a third party increase substantially more than the escalation factor described in Section 13.3.1 due to changes in law or regulation, the Contractor may submit to Redmond a request to consider a compensating rate adjustment for the amount of the impact above the normal inflationary adjustment. Any request shall be made in conjunction with the annual rate process. Redmond shall review the request promptly and may, at its sole discretion, allow the Contractor to increase rates by an amount specified by Redmond to compensate for increased Compostables processing costs.

13.3.3 Changes in Disposal or Compostables Processing Sites

If the Contractor is required by Redmond or other governmental authority to use Garbage disposal or Compostables processing sites other than those being used at the initiation of this Contract, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case will be adjusted to pass through any resulting additional costs incurred by the Contractor to the Customer or any additional savings to the Contractor to Customers. Redmond and Contractor agree to negotiate in good faith to make any rate changes to accomplish a pass-through of any such costs or savings.

13.3.4 Recycling Commodity Value

Redmond and Contractor agree that the Contractor rates in Exhibit B include all Recyclables processing and marketing costs, including processing residual disposal. The Contractor shall retain revenues gained from the sale of Recyclables. Likewise, a tipping or acceptance fee charged for Recyclables shall be the financial responsibility of the Contractor.

13.3.5 New or Changes in Existing Taxes

If new municipal, county, regional, or state taxes or fees are imposed, the rates of existing taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs over ten thousand dollars (\$10,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to Redmond. The Contractor and Redmond shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollars (\$10,000) aggregated threshold (in cases where the threshold applies) and, if so, to determine the amount and the method of adjustment. "New or changes in existing taxes," as contemplated by this section, shall not include changes in the law under Section 13.4.

13.3.6 Changes in Service Provision

If the Contractor initiates any changes in how Contract services are provided that reduce Contractor costs and cause adverse Customer impacts in the opinion of Redmond, the Contractor shall promptly notify Redmond in writing of such reduced costs, and rates shall be reduced within thirty (30) days of the subject change so that Redmond and the Contractor's Customers shall receive the benefit of fifty percent (50%) of the cost savings. Contractor changes in how Contract services are provided that do not adversely affect Customers shall not affect Customer rates.

13.4 Change in Law

Redmond may adjust rates due to changes in federal, state or local laws or regulations, the administrative or judicial interpretation thereof, or an order or judgment of any governmental authority not addressed otherwise in this Contract that affects the Contractor's cost over ten thousand dollars (\$10,000) in the aggregate annually. The Contractor shall submit a detailed proposal to adjust the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to the Customers or Redmond. The Contractor and Redmond shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollars (\$10,000) aggregated threshold (in cases where the threshold applies) and, if so, to determine the adjustment amount and method.

14 FAILURE TO PERFORM, REMEDIES, TERMINATION

Redmond expects high levels of Customer Service and collection service provision. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and Contract default for more serious lapses in service provision. Section 14.1 details infractions subject to performance fees and Section 14.2 details default provisions and procedures.

14.1 Performance Fees

Redmond reserves the right to make periodic, unscheduled inspection visits and/or reviews to determine the Contractor's compliance with the provisions and requirements of this Contract. If Redmond's inspection and/or reviews reveal that the Contractor has failed to perform any duties of this Contract satisfactorily, Redmond shall present an incident report to the Contractor detailing such unsatisfactory performance. The Parties agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to perform its duties under this Contract satisfactorily. Redmond and the Contractor agree that Redmond's damages would be difficult to calculate in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by Redmond as a result of the Contractor's failure to perform its duties under this Contract satisfactorily. The performance fees in Section 14.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 4.17. These performance fees apply even if not specifically listed in other sections of this Contract.

Performance fees shall include the following:

	Action or Omission	Performance Fees
1	Failure to ensure that all Customers have Contract-compliant Garbage, Recyclables, and Compostables Containers on or before the Effective Date.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Effective Date.
2	Collection before or after the times specified in Section 4.4, except as expressly permitted in writing.	Five hundred dollars (\$500) per vehicle on each route.

	Action or Omission	Performance Fees
3	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, missed service, spilling, not locking Containers, not closing gates, not replacing lids, crossing planted areas, or similar violations.	One hundred dollars (\$100) per Customer site, not to exceed five hundred dollars (\$500) per vehicle daily.
4	Missed collection of a block segment of Single-family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles or other service disruptions). A block segment is defined as one side of a street, between cross streets, not to exceed fifty (50) houses.	Two hundred fifty dollars (\$250) per block segment if a collection is performed the following collection day; one thousand dollars (\$1,000) if not collected by the next business day.
5	Failure to provide temporary drop box sites for residences during prolonged service interruption due to weather as required in Section 4.8	Five hundred dollars (\$500) per day
6	Failure to collect missed materials within one (1) business day of notification.	One hundred dollars (\$100) per Customer per collection day to a maximum of five hundred dollars (\$500) per vehicle.
7	The collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified Containers, bags, or boxes.	One thousand dollars (\$1,000) per Customer per day.
8	Rejection of Garbage, Recyclables, or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per Customer per day.
9	Failure to deliver or remove Containers within three (3) business days of a request to Customers requesting service after the Effective Date.	One hundred dollars (\$100) per Customer per day.
10	Failure to include Redmond-authorized instructional/promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-family Residences or failure to affix required Redmond-authorized labels on Containers.	One hundred dollars (\$100) per Container.
11	The use of outdated or unauthorized labels or lack of required labels on Contractor-provided Containers.	One hundred dollars (\$100) per Container.
12	Failure to maintain clean, sanitary, and properly painted and labeled Containers.	Fifty dollars (\$50) per Container, up to a maximum of one thousand dollars (\$1,000) per inspection.
13	Failure to replace a leaking Container within one (1) business day of notification.	One hundred dollars (\$100) per collection day that the Container is not replaced.
14	Failure to initiate clean-up or collect leaked or spilled materials and/or failure to notify Redmond within	Five hundred dollars (\$500) per vehicle, per occurrence, plus clean-up costs.

	Action or Omission	Performance Fees
	two (2) hours, of Contractor knowledge of such release.	
15	Redmond observed or customer photographed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, inspection, clean-up costs, and potential code fines/penalties.
16	Failure to maintain Contract-compliant vehicles.	Two Hundred and fifty dollars (\$250) per vehicle, up to a maximum of two thousand five hundred dollars (\$2,500) per inspection.
17	Failure to properly use an authorized switchable placard or nameplates.	One hundred dollars (\$100) per placard per vehicle per day.
18	Failure to separate collection of materials from Service Area Customers from non-Service Area customers.	Five thousand dollars (\$5,000) per route per day.
19	Failure to meet Customer Service answer and on-hold time performance requirements.	Two hundred fifty dollars (\$250) per day.
20	Failure to meet the service and performance standards listed in Section 11.5 of this Contract, outside of the Customer service answer and on-hold time, for two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards are met for ten (10) consecutive business days.
21	Failure to provide accurate information to Customers by Customer Service staff, including inappropriately directing Customers to contact Redmond.	One hundred dollars (\$100) per Customer.
22	Failure to include accurate and/or required information on the Contractor's website.	Two hundred-fifty dollars (\$250) per day.
23	Failure to provide the required annual, monthly, or weekly reports on time.	Five hundred dollars (\$500) per day past the deadline.
24	Misrepresentation by Contractor in records or reporting.	Five thousand dollars (\$5,000) per occurrence.
25	Inability to reach the Contractor's staff via the emergency phone number.	Two hundred-fifty dollars (\$250) per day.
26	Failure to fulfill contract requirements not otherwise addressed.	One hundred dollars (\$100) per incident or day, as appropriate, plus any cost or damages to Redmond.
27	Failure to pay Administrative Fee by the 25 th of the month as required in Section 13.2.	One thousand dollars (\$1000) per day.

Nothing in this section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and Redmond reserves the right to exercise any and all remedies it may have concerning these and other violations and breaches. The performance fees schedule set forth here shall not affect Redmond's ability to terminate this Contract as described in Section 14.2.

If assessed during a given month, Redmond shall invoice the performance fees in writing to the Contractor. The Contractor shall pay the invoice within thirty (30) days of billing. Failure to pay

performance fees shall be considered a breach of Contract and shall accrue penalty charges of eight percent (8%) per month of the amount of any delinquent payments.

The Contractor may appeal the performance fees assessed against the Contractor in writing to Redmond within ten (10) days of being invoiced for assessed performance fees. The Contractor may present evidence why the amount of the assessed performance fees should be lessened or eliminated. Redmond's decision shall be final and not subject to further appeal.

14.2 Contract Default

The Contractor shall be in default of this Contract if it violates any material provision. In addition, the Contractor shall be in default of the Contract should any of the following occur, including, but not limited to:

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables or fails to provide any portion of service under the Contract on the Effective Date or for more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to Section 4.8 or Section 15.16.
2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by Redmond, county, or any federal, state, or other regulatory body to collect materials under this Contract or comply with any environmental standards and regulations.
3. The Contractor's noncompliance creates a nuisance or hazard to public health or safety or the environment.
4. The Contractor disposes of uncontaminated Source-separated Recyclables or Compostables collected from clearly identified Recyclables or Compostables Containers, bags, or boxes in a landfill or incinerated at an incinerator or energy recovery facility without the prior written permission of Redmond.
5. The Contractor fails to make any required payment to Redmond, as specified in this Contract.
6. The Contractor is assessed performance fees under Section 14.1 over fifteen thousand dollars (\$15,000) during any consecutive six (6) month period; or
7. The Contractor fails to resume full service to Customers within twenty-one (21) Days following the initiation of a labor disruption under Section 4.17.
8. The Contractor fails to maintain, in good standing, surety and insurance required by this Contract as described in Sections 15.7 and 15.4.

Redmond reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, Redmond shall give the Contractor ten (10) days' prior written notice of its intent to exercise its rights, stating the reasons for such action; however, if an emergency arises (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) days' prior written notice, Redmond shall promptly notify the Contractor of its intent to exercise its rights.

If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to Redmond (in Redmond's sole discretion) to remedy the stated reason and the efforts continue in good faith, Redmond may opt not to exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period or does not undertake efforts satisfactory to Redmond to remedy the stated reason, Redmond may, at its option, immediately terminate this Contract.

If Contractor abandons or violates any material provision of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to Redmond for noncompliance, and fails to correct the same, Redmond, after the initial ten (10) days' notice, may then declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. Redmond shall send a copy of the notice to the Contractor and surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees to discontinue the services provided under this Contract promptly. The surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that Redmond has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

If the surety on the Contractor's performance bond fails to exercise its option within ten (10) days, Redmond may complete the Services provided under this Contract or any part thereof, either through a contract with another party or any other means.

Redmond shall be entitled to recover from Contractor and the surety on Contractor's performance bond as damages all expenses incurred, including reasonable attorneys' fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by Redmond. A surety performing under this Contract shall be entitled to payment under this Contract for Contract services provided by the surety and shall otherwise be subject to the same rights and obligations concerning the Contract services furnished by the surety as would be applicable if the Contract services were to be performed by the Contractor. Redmond's obligation to pay for such Contract services shall be subject to satisfactory performance by the surety and to setoffs or recoupments for sums, if any, owed by Contractor to Redmond on account of Contractor's abandonment or default.

If Redmond employees provide Garbage, Recyclables, or Compostables collection, the actual incremental costs of labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the surety on the Contractor's performance bond.

15 GENERAL TERMS

15.1 Notices

Routine communications between the Contractor and Redmond's contract manager shall be conducted via email unless otherwise required under this Contract. All notices referencing change of ownership, non-routine rate requests, or Contract default shall be emailed and provided in writing, personally served, or mailed (postage-prepaid and return receipt requested), addressed to the Parties as follows, or as amended by either Party, in writing, from time to time:

Redmond
Public Works Director
15670 NE 85th St MS 2NPW
PO Box 97010
Redmond, WA 98073-9710

Contractor
General Manager
Recology King County
801 South Fidalgo Street, Suite 100
Seattle, WA 98108

15.2 Collection Rights

Throughout the Contract Term, the Contractor shall be the exclusive provider to collect Garbage, Recyclables, and Compostables placed in designated Containers and set out in the regular collection locations within the Redmond Service Area subject to this Contract. The Contractor may independently enforce its rights under this Contract against third-party violators, including, but not limited to, seeking injunctive relief, and Redmond shall use good faith efforts to cooperate in such enforcement Contractor-initiated actions (without obligating Redmond to join any such litigation). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations, and other activities as Redmond determines that its staff time reasonably allows.

When asked by the Contractor, to the degree that Redmond finds it reasonable, Redmond may make a good faith effort to protect the Contractor's exclusive rights under this Contract; however, Redmond shall not be obligated to instigate, join in or contribute to the expense of litigation to protect the Contractor's exclusive rights unless Redmond determines that it the institution of or joinder in such litigation is necessary.

This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the generator; to Source-separated materials hauled by common or private carriers (including drop-off recycling sites); or to construction/demolition waste hauled by self-haulers or construction or demolition contractors in the normal course of their business.

The Contractor shall retain the right and cover all costs to dispose of, process, and market the Garbage, Recyclables, and Compostables once these materials are placed in Contractor-provided or Redmond-owned Containers. The Contractor shall retain revenues gained from the sale of Recyclables or Compostables. The Contractor's financial responsibility shall be a tipping or acceptance fee for Recyclables or Compostables.

15.3 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and Service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by Redmond. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office within thirty (30) miles of the Service Area for storing Contract records that are prepared following Generally Accepted Accounting Principles, reflecting the Contractor's Services provided under this Contract. Those Contractor's accounts shall include, but shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and deleted Services provided under this Contract. Redmond shall be allowed access to these records for audit and review purposes, subject to the same protections of the Contractor's financial or other proprietary information set forth in Section 15.7.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and Compostables on request within two (2) business days of the request. The weight slips may be requested for any period during the Term of this Contract.

15.4 Insurance

The Contractor shall procure and maintain for the Contract Term insurance that meets or exceeds the coverage set forth below, as determined in Redmond's sole reasonable discretion at the Contractor's expense.

The Contractor's maintenance of insurance under this Contract shall not be construed to limit the Contractor's liability to the coverage provided by such insurance or otherwise limit Redmond's recourse to any remedy available at law or in equity.

15.4.1 Minimum Scope of Insurance

The Contractor shall obtain insurance that meets or exceeds the following of the types described below:

1. Automobile Liability insurance covers all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for cargo transportation and an MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of Redmond. Redmond shall be an additional insured under the Contractor's Automobile Liability insurance policy.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from an explosion, collapse, or underground property damage. Redmond shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy concerning the work performed for Redmond, using ISO additional insured endorsements CG 2010 0704 and CG 2037 0704.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State.
4. Contractor's Pollution Liability insurance coverage covers any bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo. Redmond shall be named an additional insured under the Contractor's Pollution Liability insurance policy.

15.4.2 Minimum Amounts of Insurance

The contractor shall maintain, at a minimum, the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) for each accident. A combination of primary and umbrella policies may achieve limits.

2. Commercial General Liability insurance shall be written with limits no less than five million dollars (\$5,000,000) for each occurrence, five million dollars (\$5,000,000) general aggregate, and a two million dollar (\$2,000,000) products-completed operations aggregate limit. A combination of primary and umbrella policies may achieve limits.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State.
4. Contractor's Pollution Liability insurance shall be written with limits no less than three million dollars (\$3,000,000) combined single limit for each pollution condition for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

15.4.3 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

1. The Contractor's insurance coverage shall be the primary insurance for the operations being performed as a part of this contract, Redmond, its officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by Redmond shall be in excess of the Contractor's insurance and shall not contribute to it. Redmond, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on the Contractor's Automobile Liability, Commercial General Liability, and Pollution Liability insurance policies in a blanket-form endorsement.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except concerning the limits of the insurer's liability.
3. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after the Contractor endeavors to provide thirty (30) days prior written notice has been given to Redmond. Such notice shall be sent directly to Redmond. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify Redmond of any insurance cancellation immediately upon receipt of the insurers' notification.

15.4.4 Acceptability of Insurers

Insurance must be placed with insurers with a current AM Best rating of not less than A-VII.

15.4.5 Verification of Coverage

The Contractor shall furnish the City Manager and City Attorney with original certificates and a copy of the blanket-form amendatory endorsements as required herein, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least thirty (30) days before the Effective Date.

15.4.6 Subcontractors

The Contractor will require all subcontractors (of any tier) performing work in connection with this Agreement to maintain the following minimum insurance: Workers' Compensation under applicable law or regulation, Employer's Liability with limits of one million dollars (\$1,000,000), Commercial General Liability with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the annual aggregate, and Automobile Liability insurance with limits of one million dollars (\$1,000,000).

15.5 Performance Bond

The Contractor shall always provide and maintain a valid Contractor's Performance and Payment Bond(s) in a form acceptable and approved by Redmond for one million dollars (\$1,000,000). The bond(s) shall be issued for not less than one (1) year, and the Contractor shall provide new bond(s) to Redmond no less than sixty (60) Days before the expiration of the bond(s) then in effect. Redmond shall have the right to call the bond(s) in full if its renewal is not confirmed five (5) Days before its expiration.

15.6 Indemnification

15.6.1 Indemnify and Hold Harmless

The Contractor shall indemnify, defend, protect, and hold harmless Redmond, its elected and appointed agents, board and commission members, council, counsel, directors, employees, officers and officials, representatives, and volunteers ("Redmond Representatives") from any and all third-party claims or suits and any awards, costs, damages, judgments, liability, or payments resulting from such actions, claims, or lawsuits for damage, harm, injury, pain, or death of any person or damage to property to the extent the same is caused by the actual or alleged negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, officers or officials, representatives, or subcontractors (of any tier) in the performance of this Contract and any rights granted hereunder.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for this indemnification. The parties have mutually negotiated this waiver.

The provisions of this section shall survive the expiration or termination of this Agreement, or to the extent such claim or demand is caused by the Contractor's unlawful release of Hazardous Waste in violation of any Environmental Law in its performance of Services and exercise of any rights granted hereunder.

This indemnity under subsection 15.6.1 includes each of the following to the extent the same is caused by the Contractor's unlawful release of Hazardous Substances in violation of applicable Environmental Laws:

- (i) liability for a governmental agency's costs of removal or remedial action for such release by Contractor of Hazardous Waste;
- (ii) damages to natural resources caused by the Contractor's release of Hazardous Waste, including reasonable costs of assessing such damages;
- (iii) liability for any other person's costs of responding to such release by Contractor of Hazardous Waste; and
- (iv) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws caused by the Contractor's release of Hazardous Waste. However, such indemnification shall not extend to any portion of any claims, demands, liability, loss, cost, damage, or expense of any nature, including all costs and attorneys' fees caused by Redmond Representative's willfully tortious or negligent acts or omissions.

15.6.2 Process

The indemnification obligations set forth herein shall extend to claims not reduced to a suit and any claims which may be compromised, with the Contractor's written consent, before the start or culmination of any litigation. If any claim for such damages is presented to or filed with Redmond, Redmond shall promptly notify Contractor thereof, and Contractor shall have the right, at its election and sole cost and expense, to settle and compromise such claim. In the event any suit or action is filed against Redmond based upon any such claim or demand, Redmond shall likewise promptly notify Contractor thereof, and Contractor shall defend such claim at its sole cost and expense and with legal counsel agreed to by Redmond, provided, however, Contractor shall not settle any such suit or action without the express written agreement by Redmond. Redmond also has the right to defend or participate in defense of any such claim at its own cost and expense, provided that Contractor shall not be liable for such settlement of another compromise unless it has consented thereto in writing.

The Parties have mutually negotiated the provisions contained herein. Solely to the extent required to enforce the indemnification provisions of this Section 15.6.2, Contractor waives its immunity under Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude Contractor from raising such immunity as a defense against any claim brought against Contractor by any of its employees.

Inspection or acceptance by Redmond of any Services performed under this Contract shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims not reduced to a suit and any claims which may be compromised, with the Contractor's prior written consent, before the culmination of any litigation or the institution of any litigation.

The provisions of this Section 15.6 shall survive the termination or expiration of this Contract.

15.7 Confidentiality of Information

Under the Washington Public Records Act ("PRA"), RCW Chapter 42.56, public records may be subject to disclosure upon request by any person unless the documents are exempt from public disclosure by a specific provision of law.

If Redmond receives a request for inspection or copying of any Contractor-provided documents identified as confidential and proprietary, it shall promptly notify the Contractor in writing regarding the public records request. Redmond will give the Contractor ten (10) business days after such notification to obtain a court order prohibiting the release of the documents. Redmond assumes no contractual obligation to enforce any exemption under the PRA.

15.8 Assignment of Contract

15.8.1 Assignment or Pledge of Money by the Contractor

The Contractor shall not assign or pledge any of the money due under this Contract without securing each Contractor's sureties' prior written approval and providing at least thirty (30) day's prior written notice to Redmond of such assignment or pledge together with a copy of each surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any contractual obligations or liabilities. The requirements of this section shall not apply to the grant of a

general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

15.8.2 Assignment, Subcontracting, and Delegation of Duties

The Contractor shall not assign or subcontract any of the services provided under this Contract or delegate any of its duties without Redmond's prior written approval, which may be granted or withheld at Redmond's sole discretion.

In the event of an assignment, subcontracting, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract, and the assignee, subcontractor (of any tier), or another obligor shall also become responsible to Redmond for the satisfactory performance of this Contract's Services. Redmond may impose conditions of approval on any such assignment, subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee, subcontractor, or another obligor of its covenant to Redmond to fully and faithfully complete the Services or responsibilities required under this Contract. Additionally, the assignee, subcontractor, or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. Redmond may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this clause.

For this Contract, any Change of Control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude Redmond from executing a novation, allowing the new owner(s) to assume the rights and duties of the Contract and releasing the previous owner(s) of all obligations and liability.

15.8.3 Change of Trade Name

If the Contractor wishes to change the trade name under which it does business under this Contract, the Contractor shall provide the name, logo, and colors under which it will be doing business in writing to Redmond at least thirty (30) days before the effective date of its change of trade name. Within a reasonable period following a change of trade name by the Contractor, all items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, Container decals, and other items. Vehicles are the only exception; vehicles must be repainted with a new trade name and any new logo or colors within two (2) years of the effective date of the trade name change. Failure to comply with the terms of this section shall result in performance fees assessed against the Contractor under Section 14.1.

15.9 Laws to Govern/Venue

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. No conflict of laws shall be considered or applied. Venue shall be the King County Superior Court.

15.10 Compliance with Applicable Laws and Regulations

The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to the work under this Contract. Any violation of the provisions of this section shall be considered a material violation of this Contract and shall be grounds for performance fees, cancellation, termination, or suspension of the Contract by Redmond and may result in ineligibility for further work for Redmond.

The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of age, color, creed, disability, gender, gender identity, gender orientation, gender preference, marital status, national origin, race, religion, sex, sexual orientation or preference, or other circumstances as may be defined by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, the Contractor agrees to comply with the provisions of the Affidavit of Equal Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time to time must be complied with, including ergonomic and repetitive motion requirements. The Contractor shall indemnify and hold harmless Redmond from all damages, injuries, or losses assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all federal, state, and local health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

The Contractor is directed to observe all weight-related laws and regulations in performing these services, including axle bridging and loading requirements.

15.11 Permits and Licenses

The Contractor and subcontractors shall secure a Redmond business license and pay all fees and taxes. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary to provide the services required herein before the Effective Date at its sole expense.

The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not limited to, license fees and all federal, state, regional, county, and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies, or activities related to the Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and unemployment benefits.

15.12 Relationship of Parties

Redmond and Contractor intend that this Contract shall create an independent contractor relationship. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed Redmond Representatives as defined in Section 15.8.1 above.

15.13 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this Contract; however, the Contractor may negotiate separate agreements with Customers for the sole purpose of compactor leasing, payment for recyclables, or other related services only when not included

in this Contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this Contract. These separate agreements must be in writing and shall in no way expressly or by application supersede this Contract. The Contractor agrees these separate agreements shall not contain durations any longer than the final date of this Contract's Term. Upon Redmond's request, the Contractor shall provide Redmond with a detailed list of all such separate agreements with Customers. Redmond may, at its sole option, regulate similar or identical services in the successor to this contract.

15.14 Bankruptcy

It is agreed that if an order for relief in favor of the Contractor is entered in any bankruptcy case, either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option of Redmond, may be terminated effective on or after the day and time the order for relief is entered.

15.15 Right to Renegotiate/Amend

Redmond shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, county rule changes, state or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to county disposal services. Redmond may also renegotiate this Contract should voters reject any state, county, or city rate or fee associated with the Contract be held illegal or any increase thereof. In addition, the Contractor agrees to renegotiate in good faith with Redmond in the event Redmond wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section 4.15, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

This Contract may be amended, altered, or modified only by a written amendment or addendum executed by authorized representatives of Redmond and the Contractor.

15.16 Force Majeure

Provided that the requirements of this section are met, the Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if the Contractor's performance is prevented or delayed by Acts of Nature, including but not limited to landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, pandemics, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not the result of the willful or negligent act, error or omission of the Contractor; and the Contractor could not have prevented that through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this Contract shall be suspended, but only for the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes that by their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring concerning any activity

performed or to be performed by the Contractor; accidents to machinery, equipment or materials; unavailability of required materials or disposal restrictions; or general economic conditions.

If, as a result of a Force Majeure event, the Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify Redmond by phone and email, on or promptly after the Force Majeure is first known, followed within seven (7) Days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor's obligations will be delayed; the likely financial impact of the event; and whatever additional information is available concerning the event and its impact on Redmond and Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event occurs, the Contractor, as promptly and reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if, due to a Force Majeure event, the Contractor cannot wholly or partially meet its Contractual obligations, the Contractor shall notify all Customers regarding the disruption in collection service consistent with the notification required in the case of inclement weather under Section 4.8.

15.17 Severability/Illegal Provisions

If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions shall remain in full force and effect.

15.18 Waiver

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to exercising the same right on any subsequent occasion or of any other right at any time.

15.19 Incorporation of Contractor's Proposal in Response to Redmond's RFP

The Contractor's Proposal, dated January 11, 2024, submitted in response to Redmond's Request for Proposals, is fully incorporated by this reference, including but not limited to collection vehicle types, Customer Service staffing and approach, processing abilities, and other commitments made in the Contractor's proposal and all associated clarifications and supplemental proposal materials or attachments. In the case of conflict between the Contractor's proposal and this Contract, the provisions of this Contract shall prevail.

15.20 Dispute Resolution

The Parties shall attempt to resolve all disputes to the mutual satisfaction of both parties through good faith discussions. Throughout a dispute, the Contractor shall continue providing all Services included in this Contract. Disputes not resolved following other provisions of this Contract or through good faith discussions shall be submitted to non-binding mediation before a mediator acceptable to Redmond and the Contractor. The Contractor shall pay all mediation costs and Redmond's attorneys' and expert witness fees. Neither party may initiate or commence legal proceedings before the completion of the non-binding mediation. The prevailing party in the suit shall be entitled to attorneys' fees in litigation.

15.21 Entirety

This Contract and the exhibits affixed hereto and herein incorporated by reference represent the entire agreement between Redmond and the Contractor concerning the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

RECOLOGY KING COUNTY INC.

CITY OF REDMOND

By _____
Salvatore M. Coniglio
Chief Executive Officer

By _____
Angela Birney
Mayor

Attested:

By _____

City Clerk

Approved as to Form:

By _____

City Attorney

EXHIBIT A - Service Area Map

EXHIBIT B - Contractor Rates (2024\$)

Residential Curbside Services	Disposal	Collection	Total
Monthly Service (\$/Month)			
32/35 Gallon Monthly Garbage Cart	\$0.86	\$6.66	\$7.52
Weekly Services (\$/Month)			
10 Gallon Garbage Cart	\$1.81	\$9.78	\$11.59
20 Gallon Garbage Cart	\$3.62	\$14.45	\$18.07
32/35 Gallon Garbage Cart	\$6.19	\$18.61	\$24.80
64 Gallon Garbage Cart	\$10.88	\$37.36	\$48.24
96 Gallon Garbage Cart	\$16.33	\$58.58	\$74.91
Extra Garbage Cans/Bags (\$/32 Gal. Unit)	\$1.43	\$5.38	\$6.81
Compostables Services			
Extra Compostables, Cans/Bags (\$/32 Gal. Unit)		\$3.89	\$3.89
Extra Weekly Compostables Cart & Service (\$/Month)		\$7.79	\$7.79
Miscellaneous Cart Services			
Return Trip (\$/Pickup)		\$7.79	\$7.79
Roll-out Charge, Per 25 Feet (\$/Month)		\$3.89	\$3.89
Drive-in Charge (\$/Month)		\$5.84	\$5.84
Wildlife-Resistant Carts (\$/Month)		\$2.92	\$2.92
Cart cleaning (\$/Event)		\$9.74	\$9.74
Redelivery of All Carts After Service Cancel (\$/Event)		\$19.49	\$19.49
On-Call Bulky Waste Collection (\$/Unit)			
White Goods, Except Refrigerators		\$38.98	\$38.98
Refrigerators & Freezers		\$58.47	\$58.47
Mattresses, Sofas & Chairs		\$43.85	\$43.85
Tires		\$9.74	\$9.74
Miscellaneous Garbage (\$/Cubic Yard)		\$29.23	\$29.23
MF & Commercial Carts			
Weekly Garbage Services (\$/Month)			
32/35 Gallon Garbage Cart	\$6.19	\$31.51	\$37.70
64 Gallon Garbage Cart	\$10.88	\$65.18	\$76.06
96 Gallon Garbage Cart	\$16.33	\$69.08	\$85.41
Extra Garbage Cans/Bags (\$/32 Gal. Unit)	\$1.43	\$5.38	\$6.81
Weekly Compostables Service (\$/Month)			
Extra Weekly Compostables Cart, 64 gallon		\$13.74	\$13.74
Extra Weekly Compostables Cart, 96 gallon		\$15.85	\$15.85
Weekly Compostables, 2 cubic yard container		\$67.59	\$67.59
Weekly Compostables, 4 cubic yard container		\$135.26	\$135.26
Weekly lining of Compostables Cart, per month		\$4.87	\$4.87
Extra Compostables Cans/Bags (\$/32 Gal. Unit)		\$3.89	\$3.89
Miscellaneous Fees			
Locking/Unlocking Garbage Cart or Enclosure (\$/Month)		\$4.87	\$4.87
Return Trip (\$/Pickup)		\$11.69	\$11.69

Carry-out Charge, Per 25 Feet (\$/Month)	\$3.89	\$3.89	
Drive-in Charge (\$/Month)	\$5.84	\$5.84	
Cart Cleaning (\$/Event)	\$9.74	\$9.74	
Redelivery of Carts After Service Cancelled (\$/3 Carts)	\$19.49	\$19.49	
MF & Commercial Permanent Detachable Containers	Disposal	Collection	Total
Compacted Detachable Containers (\$/Month/Weekly Pickup/Container)			
2 Cubic Yard	\$228.24	\$378.18	\$606.42
3 Cubic Yard	\$342.34	\$536.41	\$878.75
4 Cubic Yard	\$456.46	\$680.07	\$1,136.53
6 Cubic Yard	\$684.69	\$1,012.45	\$1,697.14
1 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$38.04	\$151.38	\$189.42
2 Pickups/Week/Container	\$76.09	\$272.20	\$348.29
3 Pickups/Week/Container	\$114.15	\$390.46	\$504.61
4 Pickups/Week/Container	\$152.20	\$510.42	\$662.62
5 Pickups/Week/Container	\$190.26	\$630.51	\$820.77
1.5 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$57.05	\$211.16	\$268.21
2 Pickups/Week/Container	\$114.11	\$389.12	\$503.23
3 Pickups/Week/Container	\$171.16	\$561.27	\$732.43
4 Pickups/Week/Container	\$228.23	\$735.91	\$964.14
5 Pickups/Week/Container	\$285.28	\$910.64	\$1,195.92
2 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$76.05	\$250.90	\$326.95
2 Pickups/Week/Container	\$152.12	\$464.47	\$616.59
3 Pickups/Week/Container	\$228.18	\$675.58	\$903.76
4 Pickups/Week/Container	\$304.25	\$880.44	\$1,184.69
5 Pickups/Week/Container	\$380.31	\$1,090.01	\$1,470.32
3 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$114.11	\$344.90	\$459.01
2 Pickups/Week/Container	\$228.23	\$647.86	\$876.09
3 Pickups/Week/Container	\$342.34	\$947.24	\$1,289.58
4 Pickups/Week/Container	\$456.46	\$1,246.56	\$1,703.02
5 Pickups/Week/Container	\$570.58	\$1,545.87	\$2,116.45
6 Pickups/Week/Container	\$684.69	\$1,831.96	\$2,516.65
4 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$152.16	\$416.51	\$568.67
2 Pickups/Week/Container	\$304.33	\$779.41	\$1,083.74
3 Pickups/Week/Container	\$456.50	\$1,137.72	\$1,594.22
4 Pickups/Week/Container	\$608.67	\$1,495.99	\$2,104.66
5 Pickups/Week/Container	\$760.85	\$1,840.72	\$2,601.57
6 Pickups/Week/Container	\$913.01	\$2,212.77	\$3,125.78
6 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$228.23	\$486.33	\$714.56

2 Pickups/Week/Container	\$456.46	\$892.55	\$1,349.01
3 Pickups/Week/Container	\$684.69	\$1,292.82	\$1,977.51
4 Pickups/Week/Container	\$912.94	\$1,693.11	\$2,606.05
5 Pickups/Week/Container	\$1,141.17	\$2,093.44	\$3,234.61
6 Pickups/Week/Container	\$1,369.40	\$2,473.69	\$3,843.09
8 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$304.33	\$597.70	\$902.03
2 Pickups/Week/Container	\$608.67	\$1,104.41	\$1,713.08
3 Pickups/Week/Container	\$913.01	\$1,603.97	\$2,516.98
4 Pickups/Week/Container	\$1,217.36	\$2,103.55	\$3,320.91
5 Pickups/Week/Container	\$1,521.70	\$2,603.05	\$4,124.75
6 Pickups/Week/Container	\$1,826.04	\$3,102.62	\$4,928.66
Extra Garbage			
Extra Garbage (\$/Cubic Yard)	\$8.78	\$25.32	\$34.10
Miscellaneous Fees:			
Lock/Unlock Weekly Garbage Container/Enclosure (\$/Month)		\$4.87	\$4.87
Return Trip, Per Pickup		\$11.69	\$11.69
Container Weekly Roll-out > 25 Feet, Per 25 Feet (\$/Month)		\$9.74	\$9.74
Detachable Container Cleaning (\$/Event)		\$29.23	\$29.23
Temporary Detachable Containers			
	Disposal	Collection	Total
Temporary Container Hauling (\$/Haul)			
2 Cubic Yard Detachable Container	\$17.56	\$72.53	\$90.09
4 Cubic Yard Detachable Container	\$35.13	\$114.91	\$150.04
6 Cubic Yard Detachable Container	\$52.70	\$163.37	\$216.07
Temporary Container Rental & Delivery			
Delivery for Temp Detachable Container (\$/Event)		\$22.49	\$22.49
Daily Rental for Temp Detachable Container (\$/Day)		\$2.73	\$2.73
Monthly Rental for Detachable Container (\$/Month)		\$83.68	\$83.68
MF & Commercial Drop-box Collection			
	Disposal	Collection	Total
Drop-box Hauling (\$/Haul)			
Non-compacted 10 - 40 Yard Drop-box		\$231.22	\$231.22
Compacted 10 - 40 Yard Drop-box		\$311.91	\$311.91
Temporary Drop Box Rental & Delivery			
Delivery Temp Non-compacted Drop-box (\$/Event)		\$58.46	\$58.46
Daily Rental Temp Non-compacted Drop-box (\$/Day)		\$14.19	\$14.19
Monthly Rental Temp Non-compacted Drop-box (\$/Month)		\$260.44	\$260.44
Miscellaneous Fees			
Addl Mileage to Haul to Other Sites (\$/One Way Mile)		\$2.92	\$2.92
Return Trip (\$/Pickup)		\$14.61	\$14.61
Stand-by Time (\$/Minute)		\$1.46	\$1.46
Drop-box Turn Around Charge (\$/Event)		\$14.61	\$14.61
Solid Drop-box Lid Charge (\$/Month)		\$24.36	\$24.36

Other Services	Disposal	Collection	Total
Truck & Driver (\$/hour)		\$194.92	\$194.92
Additional Labor (\$/Hour/Person)		\$87.71	\$87.71
Event Services			
Delivery, Provision, Collection (\$/Event/3 Carts-G, R, & C)		\$29.23	\$29.23

EXHIBIT C - Recyclable Materials to be Collected

Recyclable Item	Customer Preparation Instructions	Limitations
Aluminum & Tin – All food and beverage cans, trays, pie tins, and containers.	Empty, clean, and secure lids and place them in Recycling Container.	Food and beverage containers must be empty and clean.
Corrugated Cardboard – All corrugated cardboard boxes.	Flatten corrugated cardboard boxes and place them in or next to Recycling Container.	No larger than 3' x 3' in size; larger boxes shall be cut down to size.
Glass Containers – All colored or clear glass jars and bottles.	Empty, clean, remove lids and place in Recycling Container.	Food and beverage containers must be empty and clean.
Paper – All mixed paper, colored paper, magazines, phone books, catalogs, advertising supplements, and paper cups.	Place clean, dry paper in Recycling Container.	All paper must be clean.
Plastic Containers – All colors of plastic bottles, jugs, tubs, and cups.	Empty, clean, remove lids and place in Recycling Container.	Food and beverage containers must be empty and clean. Plastic containers with hazardous or toxic products, such as motor oil or pesticides are excluded.
Scrap Metal – All ferrous and non-ferrous scrap metal. Free of wood, rubber, and other contaminants.	Small items: Place in Recycling Container or secure (e.g. bundle or box) next to Recycling Container.	Small items: Less than two feet (2') by two feet (2') and thirty-five (35) lbs. Less than five percent (5%) non-metal parts.
	Large items: Call to request pickup at least twenty-four (24) hours before regular service day.	Large items: Larger than two feet (2') by two feet (2'). Call to request a pick-up. Single-family only.
Styrofoam – All packaging blocks.	Bagged, labeled and set-out next to the recycling cart	Limit one (1) bag per pickup. Single-family only.
Textiles – Used clothing, shoes and other textiles in any condition.	Bagged and labeled next to the recycling cart	Limit one (1) bag per pickup. Single-family only.
Used Motor Oil – Pure motor oil.	Seal uncontaminated motor oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with names and addresses and place them next to Recycling Cart.	Limit three (3) gallons per pick-up. Single-family only.
Used Cooking Oil – Pure liquid cooking oil of all types (vegetable, canola, etc.) and kitchen grease.	Seal uncontaminated cooking oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with names and addresses and place them next to Recycling Cart.	Limit three (3) gallons per pick-up. Single-family only.
Small Electronics – Batteries, compact florescent or LED light bulbs, and small electronics and appliances.	Bagged, labeled and set-out next to the recycling cart.	Limit one (1) bag per pickup. Single-family only.

EXHIBIT D - Rate Modification Examples

The 2024 customer prices listed in Exhibit B Contractor Rates will be adjusted annually as demonstrated below and described in Section 13.3.

Collection Component Adjustment

The collection components (CC) and miscellaneous fees of the Contractor Rates will be adjusted by the amount of the CPI change each year, as follows: $nCC = pCC \times nCPI / oCPI$

<i>Where</i>	nCC	=	The new collection charge component of the Customer rate for a particular service level
	pCC	=	The previous collection charge component of the Customer rate for a particular service level
	nCPI	=	The most recent CPI value
	oCPI	=	The previous period's CPI value

If the monthly collection component for a weekly 35-gallon cart was \$18 per month for 2024 and the previous CPI Half1 for the period ending June 2023 was 331.0, with a new CPI Half1 for the period ending June 2024 of 345.0 then the new collection component of the rate will increase to \$18.76 on January 1, 2025.

$$\text{New Collection Component} = \$18 \times 345 / 331 = \$18.76$$

For calendar years 2028 to 2031 only, the collection components and miscellaneous fees shall be adjusted by the change in the CPI, as described above, plus one-half percentage point, as follows:

$$nCC = pCC \times (nCPI / oCPI + 0.005)$$

If the monthly collection component for a weekly 35-gallon cart was \$18 per month with the CPI as described above then the new collection component of the rate would increase to \$18.85.

$$\text{New Collection Component} = \$18 \times (345 / 331 + .005) = \$18.85$$

Composite Disposal Fee Adjustment

The disposal components of the Contractor Rates listed in Exhibit B will be adjusted annually based on changes in the County Fixed Annual Charge per Ton (FACT) and the County Tipping Fee (TF). Any changes to disposal components will not become effective until new County disposal fees become effective and are charged to the Contractor. The disposal components for each service will be adjusted as follows:

Step 1: $nFACT = nFAC / nTONS$

Step 2: $nCDF = nFACT + nTF$

Step 3: $nDC = oDC \times (nCDF / oCDF)$

Where:

nFACT	=	FAC per ton
nFAC	=	Redmond's share (\$/year) of new Fixed Annual Charge owed by Contractor to County
nTONS	=	County-estimated Redmond garbage tons for the upcoming year
nCDF	=	New Redmond Composite Disposal Fee for the upcoming year (\$/ton)
nTF	=	New County Tipping Fee (\$/ton)
oDC	=	Old disposal component of the customer rate for a particular service level
oCDF	=	Old Composite Disposal Fee (\$/ton)
nDC	=	New disposal component of the Customer rate for a particular service level

For example, if the 2025 King County FAC is \$23,500,000 and the estimated 2025 tonnage is 660,000, then the new Per-Ton FAC would be \$35.61. If the new County Tipping Fee is \$160.00 per ton, then the new Annual CDF would be \$195.61 per ton starting January 1, 2025:

$$\text{New Per-Ton FAC} = \$23,500,000 / 660,000 = \$35.61 \text{ per ton}$$

$$\text{New Annual CDF} = \$35.61 + \$160.00 = \$195.61 \text{ per ton}$$

And if the old monthly disposal component for a weekly 35-gallon cart was \$6.00, with old Annual CDF at \$185.68 per ton, the new disposal component of the Customer rate will be \$6.32:

$$\text{New disposal component} = \$6.00 \times \$195.61 / \$185.68 = \$6.32$$

Thus, the new customer charge for one 35-gallon cart per week Residential Curbside as of January 1, 2025 will be \$18.76 plus \$6.32, equaling \$25.08 per month.

Attachment C

Contract Enhancements	Current Contract	New Contract
Curbside collection of hard to recycle items including Styrofoam, batteries, textiles, lightbulbs		X
Battery recycling from City Facility collection locations		X
Hiring Preference for current drivers, workers to keep pay and benefit accruals from their current Teamsters Local 117 or 174 contract		X
Electric route manager vehicles		X
New CNG collection trucks	X	X
Updated curbside recyclables list		X
Free annual curbside bulky item pickup for all residential customers		X
Option to implement every other week garbage collection service for curbside residential customers		X
Option to implement Internal City billing		X
Extra compostables setouts for free for two weeks following a storm event for residential customers		X
Christmas Tree Recycling for Multifamily Buildings		X
Embedded Organics service for multifamily and commercial customers in support of the Washington Organics Law		X
Rate for Special Event Services in compliance with Washington State event recycling requirements, which includes garbage, recycling, and compost services as a bundle		X
Pilot multifamily recycling item kiosks for hard to recycle items at some properties (<u>20 per year</u>)		X
Recology Store for bill pay, customer service, education, and hard to recycle item drop off for all residents		X
On call for fee street cleaning, litter abatement, and graffiti removal services		X
Local call center with hours 7 am to 7 pm mon-fri, and 8 am to 7 pm sat and sun. (currently 8 am to 5 pm mon-fri) All calls answered by a call center rep during these hours, not a voicemail or AI agent		X
Two <u>full time</u> waste zero staff to provide education and outreach to aid in achieving waste diversion goals, and contamination reduction education and outreach		X
Robust reporting requirements for waste diversion	X	X
Low income senior, and low income disabled service discount of 50% off listed rates.		X
CPI increase limited to 5% (formerly 6%) annually		X
Wildlife Resistant Carts available for low cost		X
Collection hours set citywide, 7am to 6pm.		X
Slotted Lid Program for recycling dumpsters to prevent contamination	X	X
Enhanced contract performance fees		X
Employee Owned Company ESOP		X
Signed on to the Basel Convention for recycling		X

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

RFP 10795-23
REQUEST FOR PROPOSALS
SOLID WASTE SERVICES

Redmond is requesting Proposals from qualified firms for residential and commercial garbage, recycling and compostables collection, and the processing and marketing of collected recycling and compostables. The contract term will be ten (10) years, with the opportunity for one two-year extension.

Posting Date: October 11, 2023
Proposals Due: January 11, 2024 at 3:00PM (PST)

Redmond’s current service contract with Waste Management ends on December 31, 2025, and Redmond will not be exercising the final two-year extension to December 31, 2027.

Redmond seeks to continue most existing solid waste collection system components under one contract along with service enhancements, including updates to contract language and standards as described in Section 3 and in Attachment C Draft Base Contract. Redmond also seeks proposed costs for several alternatives to the base contract.

Request for Proposal (RFP) Contents

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Attachments

- A. Proposal Non-Price Forms
- B. Proposal Price Form
- C. Draft Base Contract
- D. Current Services Data
- E. Redmond Prices 2023
- F. Industry Review Comments

1 RFP SCHEDULE AND COORDINATOR

Redmond has set the following **RFP schedule** for the receipt and review of the proposals. Redmond reserves the right to modify this schedule if deemed necessary.

Release Industry Review Draft	August 11, 2023
Industry Review Comments	3:00 PM PDT September 8, 2023
Final RFP Posted & Distributed	October 11, 2023
First Round Proposer Questions	3:00 PM PST November 7, 2023
Second Round Proposer Questions	3:00 PM PST December 8, 2023
Proposals Due	3:00 PM PST Jan 11, 2024
Proposal Evaluation & Selection	January & February 2024
Finalization of Contract	March & April 2024
Redmond City Council Authorization	May& June 2024
Redmond Executes Contract	July 2024
Start of Collection Services	January 1, 2026

All communication regarding this RFP must be through the **RFP Coordinator** listed below:

Adam O’Sullivan	Email: aosullivan@redmond.gov
Purchasing Supervisor	Phone: 425-556-2199

As described in Section 4.3 Process Integrity, *any communications related to this RFP or subsequent evaluation and negotiations with any other City staff, representatives or elected officials shall not be binding and may be grounds for proposer disqualification.*

2 BACKGROUND AND CURRENT SERVICES

Redmond’s current contract provides garbage, recyclables and compostables services to all residents and businesses. Commercial recycling and compostables services are also provided by open market vendors outside of the contract. Redmond’s current population is approximately 80,000.

Waste Management has provided contracted services in Redmond since 1995. The WM partnership has successfully serviced residents and businesses over the decades with improvements that have supported Redmond to be a regional recycling and composting leader.

Single-family residences receive weekly garbage, recycling and compostables services. The recycling and compostables services are embedded in garbage prices. Single-family customers are provided curbside pickup of special item recycling materials placed on or near the cart, such as electronics, small appliances, and motor oil.

Multifamily and commercial properties are serviced with a variety of frequencies from carts, detachable containers, or drop-box containers for garbage, carts or detachable containers for recycling, and carts for compostables. Compostables carts are relined during each service with compostable bags. The current contract provides for multifamily and commercial recycling services embedded in garbage prices, for a recycling volume up to 200% of each customer's subscribed garbage volume. Multifamily and commercial recycling services generally accept the same materials as single-family recycling. Special item recycling is not provided at multifamily or commercial sites. Redmond pays the cost of weekly or twice per week compostables cart service for multifamily and commercial sites, with no charges to the customer.

Customer service and billing is provided by the contractor, who produces and distributes public information about recycling, collection schedules, and promotes new collection services. Redmond administers the collection contract, coordinates with state, regional, and local agencies, develops and administers solid waste policy, and coordinates waste reduction and recycling outreach within the service area.

Residential and commercial services are not mandatory. Current service levels and participation rates, as reported by the current contractor, are provided in the Appendix B Price Form and in Appendix D Current Service Data. Customer counts have not been independently confirmed by Redmond and proponents are encouraged to perform their own investigation to confirm customer data as desired. Appendix E provides 2023 customer rates under the current service provider.

Additional information about current service may be obtained from WM's Redmond service website: www.wmnorthwest.com/redmond.

3 RFP PRIORITIES AND REQUESTED SERVICES

3.1 RFP Priorities

Redmond has identified the following priorities:

1. Continue desired and reliable services
2. Minimal customer rate increases
3. Robust and responsive customer service (and option for city billing)

4. Strong city-contractor collaboration
5. Leading innovation and sustainability
6. Clear and open RFP process (with multiple proposals)
7. Clearly set performance expectations

In addition, Redmond's focus on *innovation and sustainability*, supports alignment with key local and regional solid waste policies, including:

- **Redmond Utilities Strategic Plan 2020** focusses on increasing waste diversion to 70% by 2030 (up from 47% diversion today) and decreasing contamination to 5% in recycling and compost by 2040.
- **Redmond Environmental Sustainability Action Plan 2018** targets 50% reduction in GHG emissions by 2030, 70% waste diversion by 2030, and zero waste of resources by 2050.

The RFP structure and terms, sample base contract, proposed alternatives, and evaluation process are intended to support these priorities.

3.2 Requested Base Services

Redmond requests proposals from qualified proposers for garbage, recyclables, and compostables collection for all sectors, disposal through the King County Disposal System, and the processing and marketing of collected recycling and compostables. The future contractor shall start services under the awarded contract on **January 1, 2026**.

The service descriptions in this section provide a general overview and summary of Redmond's requested services. Proposers must carefully review Attachment C Draft Base Contract for the detailed and specific service and contract requirements. Through this RFP, Redmond is seeking to continue most existing solid waste services and components under one new contract, while updating the contractor partnership to improve customer services, expand opportunities, and support other city goals.

The new contract will continue current service frequencies, materials, and options for all sectors and wastes, as described in Section 2, while adding a few restrictions and enhancements. Current Single-family service levels continue for the new contract, with block Styrofoam pickup added next to recycling carts. Wildlife resistant carts will be added for single-family services on a fee basis.

The new draft contract provides unlimited multifamily and commercial recycling, up to a maximum of 8 cubic yards per week, instead of the current maximum volume 200% of subscribed garbage services. The RFP base contract adds embedded compostables cart services for all requesting multifamily and commercial customers. The embedded compostables service is limited to two carts collected weekly or one cart of any size collected twice per week. The base services also introduce subscription fee-based 2-yard and 4-yard detachable compostables container services for requesting multifamily and commercial customers.

Specifications for base operations include a new collection fleet fueled with renewable natural gas, renewable diesel, or other state-qualified low carbon fuels, and electric support vehicles. The selected contractor will provide color-coded and leak proof waste containers. Redmond's current contract includes provisions allowing Redmond to take over ownership of all carts and allows for the purchase of remaining detachable containers at the end of the contract for a cost of 50% of the average cost for new containers.

The contractor shall be responsible for providing all customer service functions relating to service delivery, including informing customers of potential service levels and charges, receiving and resolving customer complaints, dispatching drop-box container pick-ups and special collections, and directly billing all residential and commercial customers. The contractor will provide low-income discount, at 50% of the monthly service fee, for qualified single-family customers. Redmond has currently approved approximately 100 qualified customers.

The contractor shall produce and distribute public information about recycling, collection schedule changes (such as holiday hours), and the promotion of new collection Services. The contractor will have primary responsibility for all customer materials (subject to Redmond's input and review).

3.3 Requested Alternative Services

Redmond has identified several service alternatives for which it seeks pricing. Proposals will provide price variation for these on Attachment B. Price Form. Proposers will also provide context for their alternative price responses as part of Section F in their proposal. Omitting pricing from one or more alternatives can result in a determination that a proponent's proposal is non-responsive.

- A. **Every other week Garbage for Single-family** - The base contract includes weekly single-family garbage collection. As part of the effort to encourage diversion, reduce traffic, and reduce fuel consumption in line with sustainability goals, Redmond proposes to reduce collection frequency in the future. Enter the amount of fee reduction per month per single-family customer to provide every-other-week garbage collection (any container size).

- B. **Subscription-based Multifamily and Commercial Compostables Collection** - The base contract offers limited embedded cart-based compostables services to multifamily and commercial customers and subscription-based detachable container compostables services. Under this alternative, all compostables services would be subscription-based and customers would pay a monthly subscription fee for the services. Please provide the annual decrease in dollars per year to your initial multifamily and commercial annual gross revenue requirement associated with this alternative, along with monthly customer fees for cart-based compostables services.

- C. **Commercial Recycling Limited to 200% of Garbage** – The base contract offers unlimited recycling to commercial customers, up to 8 cubic yards per week. Under this alternative, commercial customers would be limited to recycling services not exceeding 200% of each customer’s monthly garbage service, or up to 8 cubic yards per week, whichever is less. Please provide the annual decrease in dollars per year to your initial multifamily and commercial garbage annual gross revenue requirement if this contract change were implemented.

- D. **City Customer Billing** - The base contract has contractor providing all retail billing and revenue collection for all customers and services. Under this alternative, Redmond would perform all customer billing and revenue collection through Redmond combined utility billing. The contractor would continue to provide customer service for all service questions, changes and modifications, and Redmond would handle customer billing questions. The contractor would pay all service, processing and disposal costs and invoice the City monthly. Please provide the annual decrease in dollars per year to your initial gross revenue requirement associated with this alternative.

- E. **Phased Electric Collection Truck Implementation** – The base contract specifies a *new* low-carbon fueled collection fleet with electric support vehicles. This alternative specifies a low-carbon fueled collection fleet of route trucks that are *up to 10-years old* and incorporates a phase in of two battery electric route trucks in 2026 or sooner, two more EV trucks in 2027 or sooner and two more in 2028 or sooner. Please provide the annual rate increase (+) or decrease (-) in your initial gross revenue requirement associated with this alternative.

- F. **New Garbage and Compostables Carts** – The base contract allows the contractor to continue using currently deployed carts and repair or replace them during the contract. This alternative specifies that the contractor replace all single-family garbage containers with new black carts and all single-family compostable containers with new green carts prior to March 31, 2026. Please provide the cost increase per month per single-family customer to provide and deliver new single-family garbage and compostable carts.

3.4 **Proposer Variations**

Redmond encourages proposers to provide feedback in their proposal on innovations and variations to the draft base contract and RFP terms that align with the RFP Priorities in Section 3.1 and could enhance services or reduce costs for Redmond customers. Redmond will consider suggested variances during proposal evaluation and could pursue desirable variations during interviews and/or final negotiations.

4 **PROPOSER INSTRUCTIONS**

4.1 **RFP Documents, Notifications and Questions**

Proposers shall email the RFP Coordinator, listed in Section 1, of their interest by the due date of the first round of proposer questions, including the name, email address, and phone number of the person to whom the RFP communications, addenda and related information should be directed. Redmond will provide addenda and other subsequent information to proposers that have emailed the RFP Coordinator as described above.

Proposers will carefully examine all proposal documents, as provided by the RFP Coordinator, for compliance with RFP requirements. In making the proposal documents available, Redmond does so only to obtain proposals and does not confer a license or grant for any other use of these documents.

Proposers will inform Redmond in writing of any questions, comments, conflicts, objections, errors, omissions, or other clarifications on any document or portion of the proposal documents, including but not limited to the base contract requirements. Potential proposers shall include objection to any RFP or base contract terms that the Proposer cannot meet and/or that a proposer believes could be preferential to a particular party.

RFP questions must be received by the time and date listed in the Section 1 RFP Schedule to be considered. Redmond will provide written responses on all questions for all interested proposers that provided notice of interest as described above. Proposers shall note receipt of all addenda on the completed Form 4 (Certification) submitted with a Proposal. Redmond reserves the right to modify the RFP, proposed base contract or any other proposal documents before the receipt of proposals with notice to parties that submitted a written notice as described above.

4.2 Process Integrity Requirements

Each proposer is individually and solely responsible for ensuring compliance with the Process Integrity Requirements, as described in this section. This responsibility extends to potential proposer's employees, agents, consultants, lobbyists, or other parties or individuals engaged to develop or support a proponent's proposal or proposed services. Proposers shall comply as follows:

- All solid waste collection service-related communications with Redmond shall be only through Redmond's RFP Coordinator identified in Section 1. Proposers or their agents shall not contact other Redmond staff, appointed or elected officials, consultants retained by Redmond, or other agents of Redmond regarding solid waste collection Services from the time the industry review version of the draft is made available to prospective proposers until the time a finalized Contract and/or Redmond recommendation of selected proposer is made public in the City Council agenda packet. Operations staff for the current contractor may continue to coordinate with Redmond contract administration staff on day-to-day operations but can only communicate regarding this RFP with the RFP Coordinator.
- When seeking information from Redmond to prepare a response, proposer shall rely only on written information, RFP materials, and Addenda provided by Redmond's RFP

Coordinator. Any reliance on other information and publications by Redmond may result in a non-responsive Proposal due to inaccurate or incomplete information. Redmond shall not be liable or responsible for inaccuracies or incomplete information outside the RFP and proposal documents, including any attachments.

- Any information and materials to be utilized by Redmond during the proposal evaluation and selection process shall be included as part of the original proposal. The only exception would be for information or materials submitted in response to a specific request for proposal clarification from Redmond's RFP Coordinator.

A proposer may be disqualified and, if so, shall forfeit its Proposal Security Bond if Redmond, in its sole discretion, determines the proposer has failed to comply with the specific Process Integrity Requirements outlined in this document, has undermined Redmond's intention of conducting a fair and transparent competitive procurement process, or has otherwise substantially diminished Redmond's ability to award a contract promptly and free of contention.

Redmond reserves the sole right to disqualify any proposer at any point in the process before contract award for failure to comply with the Process Integrity Requirements. Redmond also reserves the right to disqualify any proposer, at any time, for fraud, any material misrepresentation, illegal conduct, or any act or omission that Redmond determines reflects poorly on Redmond.

4.3 Investigation of Local Conditions

Each proposer shall conduct any investigation of Redmond's service area, projected customer counts, types and quantities of customer-owned equipment, markets, processing facilities, and other conditions deemed necessary by the proposer to submit a responsive proposal. Each proposer shall become familiar with local conditions that may affect costs, implementation, progress, performance, or furnishing of services or equipment required under the base contract.

Proposers shall, at their own expense, conduct any additional research regarding information and data that may affect costs, implementation, progress, performance, or furnishing of the Services or equipment required under the draft base contract, and that the Proposer deems necessary to factor into its Proposal.

Each proposer shall consider federal, state, and local laws, statutes, ordinances, regulations, and other applicable laws, executive orders, and/or guidelines that may affect costs, implementation, progress, performance, or furnishing of the Services or equipment required under the draft base contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority and women-owned business enterprise requirements; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency preparedness; solid waste handling facility standards and permits; and other permits, taxes, and fees.

Proposers are expected to be knowledgeable about the Service Area, to understand Redmond's terrain, streets, and alleys, and know the locations of carts, detachable containers, and other receptacles used for garbage, recycling, and compostables collection. Proposers are also expected to confirm and assure to Redmond's satisfaction that their equipment and personnel can make the collections and provide the Services called for under the draft base contract.

4.4 Representations

The submission of a proposal shall constitute an incontrovertible representation by the proposer that the proposer has complied with every requirement of these instructions to proposers, that without exception, the proposal is premised on proposer being able and willing to perform and furnish the Services, labor, and equipment required by the proposal documents by such means, methods, techniques, sequences, or procedures as are required by the proposal documents, and that the proposal documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance and furnishing of the services and equipment required under the draft base contract.

4.5 Public Disclosure Notice

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

4.6 Proposal Preparation

City of Redmond now utilizes DocuSign for the electronic submittal of bids and proposals. This service is free of charge for bidders and does not require that a bidder have a DocuSign account to complete the signature process. Please refer to the instructions shared in the online posting for this RFP on www.redmond.gov/bids for step-by-step instructions for submitting a proposal.

The City of Redmond must receive electronically submitted proposals no later than said date and time. Responses received after such time will be returned unopened. By submitting a proposal,

respondents acknowledge their satisfaction as to the size, scope and location of the work to be performed.

The electronically submitted proposal package shall include the Proposal Security Bond and all other required proposal documents, including completed and signed proposal forms. The Certification of Proposal – Declaration of Understanding (Form 5) shall be executed by proposer or proposer’s duly authorized officer or agent.

Proposals should include responses to all content guidance from RFP Section 5 Proposal Content and all completed proposal forms. All blank spaces in the Proposal Forms shall be completed to be considered, and no changes shall be made to any of the Proposal Forms other than those necessary to accommodate electronic signatures.

At its sole discretion, Redmond may deem any proposal non-responsive that contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or unbalanced, or any Proposal that in any manner fails to conform to the conditions of this RFP. Redmond may, at its sole discretion waive irregularities in any or all Proposals.

Redmond does not require financial statements to be provided as part of proposal submittals; however, Redmond reserves the right to request supplemental materials from proposers to demonstrate to Redmond’s satisfaction that any proposer is fully capable to undertake this contract and its associated services.

By submitting a proposal, the proposer is committing to commencing collection services by **January 1, 2026**, and to comply with each term of the contract and the corresponding portion of its submitted proposal.

The proposer shall complete and sign its proposal in ink or electronically in the blank space provided. All names shall be typed or printed below the signature, along with evidence that the Proposer is a duly organized and validly existing business, licensed to do business in Redmond and Washington State. If not licensed, then the proposer shall provide a sworn statement that it will become licensed if selected as the successful proposer before executing the contract.

The legal name of the proposer submitting the proposal shall be typed or printed in the space provided at the bottom of each page of the proposal forms. Proposals by corporations shall be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign). Proposals by partnerships shall be executed in the partnership name and signed by a partner whose title shall appear under the signature.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a notarized power of attorney or board resolution shall be on file with Redmond before submittal of the proposal or shall be submitted with the proposal; otherwise, the proposal may be deemed non-responsive.

4.7 Non-Collusion

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

4.8 Proposal Security Bond

Each proposal shall be accompanied by a Proposal Security Bond (PSB) made payable to the City of Redmond of thirty thousand dollars (\$30,000) and the PSB form as provided in the proposal forms.

Redmond shall retain the PSB from the selected proposer until that proposer has executed the solid waste contract with Redmond and furnished insurance and a performance and payment bond as required pursuant to the contract, whereupon the PSB shall be released. If the selected proposer fails to execute and deliver the contract, as negotiated and fails to deliver required contract documents within one week after the contract is finalized and ready for execution, Redmond may withdraw its offer to contract with the selected proposer, and the PSB of that proposer may be forfeited.

In that event, the PSB of the selected proposer shall be retained as liquidated damages by Redmond. By submittal of a proposal, the proposer agrees that this sum is a fair minimum estimate of the damages that Redmond will sustain if the selected proposer fails to execute the contract or furnish proof of insurance acceptable to Redmond. Redmond does not waive its rights to recover additional damages it incurs above the PSB amount.

The PSB of other proposers may be retained by Redmond until after (1) the contract execution or (2) 180 days after the Proposal due date, whichever is earlier, whereupon the PSB furnished by such Proposers shall be released.

4.9 Proposal Costs

Redmond shall not be responsible for any costs incurred by any proposer in preparing, submitting, or presenting its response to the RFP, interview process, or in accommodating any inquiries made during evaluation, or any expenses in connection with the finalization of the contract.

4.10 Modifying or Withdrawing Proposals

Before the time and date designated for submitting final proposals, any proposal submitted may be modified or withdrawn by written notice to Redmond. The proposer shall notify the RFP Coordinator in writing and shall include the signature of the proposer. Redmond shall only consider notice of proposal modification or withdrawal if Redmond receives it before Proposal deadline.

5 PROPOSAL CONTENT

Redmond seeks concise proposals that outline the equipment, facilities, staff, resources, and approaches that the contractor intends to use to provide services and confirm that the proposer has sufficient depth and experience. The descriptions below provide guidance for the format and content of proposals and the approach to be used development and presentation. Please do not attach unnecessary vendor information, letters of support, or other extraneous materials.

Proposals shall follow the format, content and order outlined below:

A. Executive Summary

Provide a brief overview of your proposal and highlight the key elements (max 6 pages).

B. Proposer Identification

Provide the name of your entity, home office address, Washington business address, Washington agent's name, address, email address, and telephone number, and the name, address, phone number, email address, website address, and title of the person to be contacted concerning the proposal. If proposer is a subsidiary, state the parent company name, the home office address, telephone number, and parent company website address and describe the parent company's relationship to the proposer.

State whether the person signing the proposal has the authority to sign on behalf of the Proposer. State also the names of companies that will share significant and substantive responsibilities with you, as joint venture partners or in another manner, in performing under the contract. Include documentation that proposer is duly organized and validly existing business in good standing and licensed to do business in Redmond. If a proposer is not licensed to do business in Redmond, then the proposer shall provide a sworn statement that it will secure a Redmond business license if selected as the successful proposer before executing the contract.

C. Proposed Operations

C. 1 Operations Base

Identify your proposed maintenance and support facility locations, structures, and zoning.

C.2 Fleet

Describe the type and quantities of all primary, support and spare fleet vehicles you plan to use for the contracted services. Identify vehicle chassis and body for collecting of residential, commercial, multi-family, and drop-box services, including limited access sites. Identify for each vehicle type: the number of compartments; the compartment capacity; total weight and volume capacity of the vehicle; loading characteristics; and fuel type. Clarify the state-certified low carbon fuel you will use, your expected sources, and related fuel source commitments.

Redmond desires to support electric fleet transition over the duration of the contract. Describe your experience and how you would approach moving to an electric fleet, under both the base proposal and the relevant alternative proposal.

C.3 Environmental Impacts

Outline systems, innovations and steps taken to reduce environmental impacts and greenhouse gas emissions from your local operations, including emissions commitments and estimates for 2025 and 2030. Estimate greenhouse impacts and benefits from your proposed fleet any other significant advancements. Highlight any other key elements of your regional sustainability commitments.

C.4 Waste Containers

Describe the containers and labels to be used for all waste types and customer types to meet Redmond base specifications under the proposed base contract. Clarify your initial process to clean, relabel and replace any containers transferred from the current contract. Outline your process to ensure all containers are successfully maintained and do not leak during storage or operations.

C.5 Route Management

Describe your route management system and how routes are initially developed and modified over time, how your on-board computer systems manage route progress, route changes, service exceptions, and diversions from regular routes due to road maintenance, inclement weather or other unforeseen needs to deviate from the planned route. Also, clarify how the on-board system communicates with your call center account system to provide close-to-real-time updates for each customer during the collection day.

C.6 Downtown Services

Describe your approach to servicing containers in downtown Redmond while minimizing interruptions and impacts and in the right of way.

C.7 Missed Pickup Response

Describe your procedures for handling missed collections and how this approach minimizes repeat misses. Outline your approach to address customers who repeatedly report justified misses, and your approach for customers who repeatedly report unwarranted misses.

D. Recycling and Composting Operations

D.1 Contamination Reduction

Describe your preferred contamination reduction plan by sector, including thresholds for tagging and collecting versus tagging and leaving containers. Clarify content monitoring for any automated collection equipment that limits inspection during servicing. Clarify when and how relevant customers are contacted to address and monitor continuing problems, including any additional route monitoring or separate sampling. Describe service suspension and resumption thresholds and process.

D.2 Recycling Facilities

Describe your proposed recycling processing facility, including location, hours of operation, daily processing capability, tons of material currently processed per day by material type, additional processing capacity committed to in the future by material type, and the amount of that capacity needed to process the recyclables collected under the base contract. Specifically, address how commingled materials are currently processed, and the average inbound contamination, outbound residual, and bale rejection experienced by your firm or contracted processor.

D.3 Composting Facilities

Describe fully your proposed compostables processing facility, including location, hours of operation, annual processing capability, annual permitted capacity, tons of material currently processed per day, processing capacity already committed to other jurisdictions, and the amount of that capacity needed to process the compostables collected under the base contract. If your proposed composting facility is planned but does not currently exist, please identify a fully permitted and operational facility that could serve as your primary facility if your proposed facility is unavailable at the start of the contract.

D.4 Commodity Markets

Describe the expected destinations and markets for all recycling and compostables commodities, including your commitments for domestic processing of commodity streams. Clarify your approach and commitments to avoid challenging or lower value downstream markets such as fuels, low quality compost, exported plastics, etc. Confirm the level reporting and transparency you will provide Redmond on product destinations. Describe any compost discounts or giveaways proposed for Redmond customers.

E. Local Management and Experience

E.1 Operational Experience

Describe the experience of your team (both individuals and the corporate, partnership, or entity team) in providing the services like those requested in this RFP. Provide examples of similar services and contracts performed, including the scale of annual revenues, tonnages, and the number of customers.

Describe any significant challenges encountered in establishing service, collecting solid waste, or collecting, processing, and/or marketing recyclables or compostables, along with a description of how such significant problems were resolved to the satisfaction of customers. Provide your experience and resolutions for contract compliance, including disputes, performance fees, responsiveness, disaster recovery, labor relations, and city collaboration.

Provide references for similar projects described, with direct operational management responsibility over the Proposer's contract and complete knowledge of the proposer's detailed performance provided under that contract.

E.2 Key Personnel and Resumes

Provide the names, entity affiliation, telephone numbers, and email addresses of key individuals integrally involved in the proposal. Provide an organizational chart or other means of explaining the interrelationships between the team members.

Supply the names and resumes of the principal officers, partners, or other officials of each entity involved in performing substantive responsibilities required under the contract and provide the names and resumes of the individuals who will be directly responsible for implementing the contract. At a minimum, include the general manager, operations manager(s), financial officer, outreach manager, customer service manager(s), the person who will be managing the contract with Redmond (such as, government relations manager), and other personnel with whom Redmond will have regular contact with during the administration of the contract. Describe the ownership, managerial, and/or fiduciary role of each participating companies.

E.3 Prior Litigation and Violations

List any entity, partner, holding company, or subsidiary involved in this proposal (including subcontractors directly providing services to customers), or any corporate officer that has been involved within the past five years in any litigation or arbitration, including but not limited to any action or claim: arising out of the procurement or performance of a municipal solid waste collection contract; arising out of the performance of a processing or marketing contract; arising or connected with violation of state or federal antitrust laws; arising from or connected with allegations of corrupt practices; or arising from operating permits and other operating requirements, including local, state and federal rules or regulations. The above disclosure should be limited to Pacific Northwest (Washington, Oregon, Idaho, and British Columbia) operations and personnel. Summarize the general circumstances of each action or claim to the extent authorized by the non-disclosure provisions (if any).

E.4 Subcontractors

List all items of work or elements of the Services to be performed by subcontractors and the subcontractors' names, qualifications, and resumes. Also, list the equipment and supplies to be purchased from vendors. Provide an estimate of cost, expected date of purchase, and time necessary for delivery for these purchases. Identify any subcontractor used for customer-facing operations such as container delivery or maintenance.

E.5 Staff Support

Outline your local programs to support staff and your approach to address equity and inclusion for employees.

F. Customer Support

F.1 Customer Billing and Contact Systems

Outline your overall approach to customer service and how the various elements of customer service (call center, web-based, outdial messaging, and mobile app) work together to provide excellent customer service and enhance two-way communications between contractor and customer.

Clarify the customer options through your website, opportunities for customers to interface with customer service representatives, and manage their accounts and service requests online through website and mobile app elements. Describe how service requests made via all platforms are integrated without duplicative response. Describe any recent innovations in real-time customer service and response.

Describe your customer billing system, internal controls, and privacy and cyber security protections.

F.2 Customer Contact Staffing & Performance

Provide the location and staffing levels at the call center facility that will support Redmond customers. Discuss how staffing levels are established and modified to ensure timely customer service and how new and existing staff are trained. Describe how customer service performance is measured, including the specific targets or performance metrics used to evaluate your performance. When call center staff handle calls from more than one city or service area, describe the procedures and aids used by those staff to address calls from different service areas without delay in responses or confusion to customers.

Discuss how long it takes you to respond to service calls by line-of-business, how you monitor and adapt your staffing to minimize your response time, how the resolution of each service call is performed promptly, and how this is tracked and routinely reported as part of internal performance evaluation as well as required periodic reports.

F.3 Transition Operations & Experience

Outline your proposed transition and implementation plans to ensure an efficient and successful initial implementation. Identify the major phases, timeline, and challenges for the transition and implementation plan, including procurement and delivery of vehicles, containers, and other equipment, contingency plans, and other considerations.

Describe your work with the existing contractor to ensure a smooth transfer of information and container exchanges promptly before the services start date. Identify the individuals involved in the transition and their qualifications for successful transition.

Provide your prior experiences implementing collection operations and customer services like those specified in the contract, including how the transition between the previous contractor was handled and how you developed accurate customer service level and billing data if the predecessor's records were unavailable.

F. 4 Transition and Service Outreach

Describe and provide examples of customer outreach for initial service transition and ongoing service promotion. Describe service outreach for all sectors and your approach to equity and inclusion in your outreach programs and tools you would use to reach all Redmond communities.

F. 5 City Coordination & Reporting

Provide your approach to effectively partnering with City staff. Describe in detail the manufacturer and model of equipment and software used to maintain route lists, customer service histories, and the ability to provide reports of customer-specific information and data requested by Redmond.

G. Recycling and Composting Support

G.1 Special Item Recycling

Redmond customers appreciate convenient opportunities to recycle common items that are not acceptable in the recycling cart. Describe any additional items that you would provide curbside collect (outside of the cart) and/or at temporary or permanent free drop-off sites. Clarify special item services proposed for multifamily residents. Confirm if an appointment or request would be required, on any limitations, for curbside set-out or drop-off.

G. 2 Diversion Performance

Describe your planned approach to increase multifamily and commercial diversion levels and reduce contamination levels. Detail the communications, outreach, assistance, site visits, audits, and the technological or operational innovations you propose to increase recycling and composting, especially for commercial and multifamily sites. Provide examples of where your approaches have been effective, how effectiveness is measured, and provide informational materials developed and used by your staff.

G. 3 Outreach Staffing

Clarify the staffing, roles, and other resources committed to diversion outreach and assistance for Redmond. Identify functions or programs performed consistent with base contract outreach terms versus additional or enhanced outreach or incentive programs beyond the requirements.

H. Proposal Forms

Fully complete and attach all proposal forms from Attachment A.

I. Proposed Prices and Variations

1.1 Base Prices

Fully complete the Attachment B Price Proposal Form with all proposed unit prices for all service levels. The unit prices are to include all costs, including overhead and profit, and non-itemized taxes, fees, or surcharges imposed by federal, state, or local laws, as described on the Price Form, unless otherwise specifically directed.

The service component of the proposed prices shall be provided in **year-2024** dollars, and the disposal component will be calculated based on anticipated 2024 King County tipping fees unless Redmond directs otherwise by RFP Addendum. Both components of the rates should include Redmond's current 7.9% administrative fee.

Under the contract, a Consumer Price Index (CPI) adjustment, disposal adjustment, King County Fixed Annual Charge, and any adjustments to Redmond administrative fee will be applied to the final contract rates in 2025 before the roll-out of the new contract. The CPI adjustment is intended to reduce the proposer's risk of inflation between the time rate is proposed and the start of services.

1.2 Alternative Prices

Fully complete all alternative price adjustments in the Attachment B Price Form. Provide any relevant context and commitments for these adjustments and services.

1.3 Proposer Variations

Redmond welcomes proposed variations from the described base and alternate services and the attached Redmond draft base contract that the proposer anticipates could reduce costs or improve services to Redmond customers.

Proposer variations could include proposed changes to inflation adjustment indices, alternative fleet profile or fuel requirements, improvements to customer containers, waiving a subset of customer fees, or any other revisions that could result in significant customer benefit.

For any proposed variation, proposers should describe the reason for the recommended revision; propose specific changes to draft contract text; and clarify impact to your proposed prices.

6 REDMOND REVIEW AND EVALUATION

Redmond intends to provide a fair, open, transparent, and competitive RFP process and proposal evaluation. Proposals shall be evaluated with quantitative review of proposed prices and qualitative review non-price elements, including proposal content, reference checks, interviews, and/or site visits. Redmond's proposal evaluation committee shall review all proposals under the

steps and criteria described below with the highest combined qualitative and price scoring used to identify a recommended selected proposer.

As part of the RFP evaluation process, Redmond reserves the right to contact city staff from other jurisdictions, visit proposer's facilities, meet any of the proposer's staff and personnel, waive irregularities in any or all proposals, retain independent consultants for assistance in evaluating proposals and provide proposal materials to those consultants, seek other investigations, inquiries, reviews, or clarifications which would allow Redmond to make informed decisions.

6.1 Proposal Responsive and Proposer Qualifications (pass/fail)

Proposal will be deemed responsive if all requested information is provided in format requested, all questions answered and all forms completed, including the signed proposal bond forms. Redmond may contact any proposers meeting these initial criteria for clarification. Redmond may disqualify any proposer not meeting these initial requirements and the right to waive irregularities in the proposals.

Proposers shall submit all information related to their ability to successfully perform the work described in the RFP. Proposers who do not clearly outline their proposed services, equipment, and approaches, or clearly demonstrate their ability to perform the requested services may be disqualified.

6.2 Proposals & Proposers Review (45 points)

Redmond proposer evaluation committee will evaluate all proposals and proposers, as responsive to RFP Priorities in Section 3.1 and to all elements of Section 5, including:

- Proposed collection and processing operations, experience, and environmental impacts (15 points),
- Proposer targeted customer service approach and past performance (15 points),
- Proposed recycling and composting outreach and diversion strategies (5 points), and
- Strong alternative pricing and responsive proposer variations (10 points).

The committee will consider proposal content along with references, potential site visits, interviews with proposer staff, and any other relevant information obtained by Redmond.

Proposers must demonstrate knowledge, skills, innovation, creativity, experience, and capacity to design, deliver, manage, and provide all aspects of customer service, staffing, operations, maintenance, outreach and education, marketing, procurement, financial management, contingency planning, sustainability performance, and other aspects associated with the provision of services described in the RFP and draft base contract.

6.3 Base Price Review (55 points)

Redmond will compare aggregate costs for all base price proposals, based on the unit prices submitted by proposers and estimated customer counts provided by Redmond in the Attachment B Price Form. The aggregate prices shall be scored according to the following formula: *Subject Proposal Rate Score = (Lowest Proposal Rate Total/Subject Proposal Total) x 55 points*

6.4 Finalist Selection

Total combined proposal scores, with price and non-price scores, shall be evaluated in comparison to other proposals or on a stand-alone basis. Contract finalization shall proceed with the selected proposer. If contract finalization with the selected proposer is not successfully concluded promptly, which is to be determined by Redmond in its sole discretion, contract finalization may proceed with another proposer. The resulting finalized contract shall be submitted to Redmond's elected officials for review and ratification.

The selected proposer is expected to be prepared to execute the draft base contract in Attachment C, as revised by the RFP addenda, without further revisions or negotiations. However, upon mutual agreement, Redmond and the selected proposer may elect to discuss further and revise elements of the draft contract (including but not limited to contract language and rates) if Redmond deems such revisions to be in the interest of Redmond customers.

Redmond reserves the right to waive any informalities or irregularities, and to disregard any non-conforming, non-responsive, irregular, or conditional proposals, and seek proposal clarifications as needed. Redmond reserves the right to reject any proposals if Redmond believes that it would not be in the best interest of the public to award, whether because a proposal is non-responsive, a proposer is not found to be responsible or fails to meet any other pertinent standard or criterion established by Redmond, or whether it is otherwise not in the best interest of the public, in its sole discretion.

Redmond reserves the right to decline to award a contract as a result of this RFP process, withdraw the RFP and reject any or all proposals, require changes in the base contract that Redmond deems necessary, issue a subsequent RFP based on refinements of concepts proposed to this RFP, discontinue negotiations with the selected proposer or any proposer, and commence discussions with any other responsive Proposer, or make arrangements for the Services in any way that best serves the public's interest.

6.5 Title VI Statement

The City of Redmond in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit qualifications in response to this invitation and will not be

discriminated against on the grounds of race, color, national origin or sex in consideration for an award. Visit <http://redmond.gov/TitleVI> for more information.

6.6 Bid Protest

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

All protests shall be in writing and clearly state that the respondent is submitting a formal protest. Protests must be emailed to the RFP content contact listed below. Bid Protests will not be accepted later than two (2) business days after respondents are notified of award details. The City's Technical Contact and RFP Content Contact will review any protest and respond to protestor within ten (10) business days. The City may request additional time if needed. Protestor and the other respondents will be notified in writing if protest results in a change to award details and/or protest results in a new solicitation process.

7 ADDITIONAL INFORMATION

7.1 ERF Retiree Return-to-Work

To comply with WAC 415-02-325 (10), the City of Redmond is required to identify and report to the Washington State Department of Retirement Systems (DRS) all individuals who are working for or plan to work for Contractor in any capacity providing services under this contract to the City of Redmond and who retired from a DRS-covered employer using the DRS 2008 Early Retirement Factors (ERF). These individuals are called "2008 ERF Retirees" and are at least 55, but younger than 65. The City is also required to report any owners of Contractor who is a 2008 ERF Retiree. Prior to contract acceptance, Contractor shall submit a City of Redmond DRS Verification Form for Contractor identifying any such 2008 ERF Retirees or certifying that none are working or will work on the project and none are owners of Contractor.

7.2 Governing Law and Venue

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

7.3 Americans with Disabilities Act (ADA) Information

The City of Redmond in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 will make every reasonable effort to provide equal opportunity to submit qualifications in response to this request. Visit <http://redmond.gov/ADA>

for more information. This material can be made available in an alternate format by contacting the Customer Service Center at info@redmond.gov or 425-556-2900, option 7.
<http://redmond.gov/TitleVI>



Memorandum

Date: 7/2/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-318

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	Vangie Garcia	Deputy Public Works Director
Public Works	Steve Gibbs	Capital Projects Division Manager
Public Works	Tess Wilkinson	CIP Program Planner

TITLE:

Quarterly Update on Current CIP Projects

OVERVIEW STATEMENT:

Public Works staff is providing their second quarter updates on active CIP projects. This second quarter report format provides more project specific information as preparation for the upcoming CIP budget conversations.

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:**
Quarter 3 updates will be presented in October

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:
N/A

Budget Priority:
N/A

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

If yes, explain:
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

Proposed Upcoming Contact(s)

Date: 7/2/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-318

Type: Committee Memo

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: 2024 Q2 Quarterly Update



CIP Projects Update

June 13, 2024



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.



Upcoming Council Activity

July

- Planning and Public Works Committee - July 2
 - Accept Construction: Wastewater Lift Station 12
 - Accept Construction: Lift Station Equipment Upgrades
- Council - July 2
 - None
- Public Safety and Human Services- July 16
 - Consultant Agreement: Bel-Red Buffered Bike Lanes
- Council - July 16
 - Accept Construction: Wastewater Lift Station 12
 - Accept Construction: Lift Station Equipment Upgrades



PM Software and APWA Accreditation

- PM Software
 - Process mapping - Misha working on Phase 2 - Consultant Agreement approval and Design Kickoff
 - Integration Contract with Aurigo - Maria setting up discovery sessions for software to be integrated
 - Contract with Aurigo

- APWA Accreditation
 - Using checklists as guide
 - Process validation is first step
 - Write up coming





Construction Division Reporting

Capital Division Portfolio Reporting

2023-2024 CIP

CIP Projects	May	June
Active	30	32

Completion	2023	2024
Targeted for Completion	17	13
Total Complete	13	3
Percent complete	76%	23%



Preliminary Design

(0% - 30%)



ADA Facilities Improvements

Project #: 2402 Project start: 2024 Pre-Design start: May 2024

(Q. Kuhnhausen/A. Kim)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$300,000

Phase	Project Funding*	Project Spending	Pre-Design Progress	
Pre-Design	\$300,000	\$7,474	15%	85%
			■ Done	■ Remaining

➤ **Project Progress**

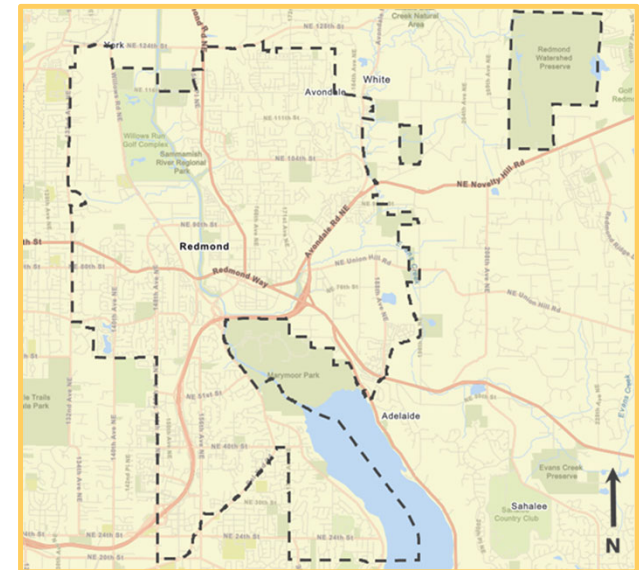
- Scope refined to address detailed design in the first phase
- Five ADA design consultants selected and contacted from the MRSC list

➤ **Issues and Solutions for Yellow/Red Indicators**

- No issues

➤ **Key Upcoming Activities in the next month**

- Go through the consultant selection process



Funding Sources: General Fund

* Project funding not broken into phases

Bel-Red Buffered Bike Lanes (WLSP to 30th St.)

Project #: 2329 Project start: 2024 Pre-Design start: April 2024

(M. Ross/R. Crittenden)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$4,495,862

Phase	Pre-Design Phase Funding	Pre-Design Phase Spending	Pre-Design Progress	
Pre-Design	\$284,459	\$40,610	10%	90%
			■ Done	■ Remaining

➤ Project Progress

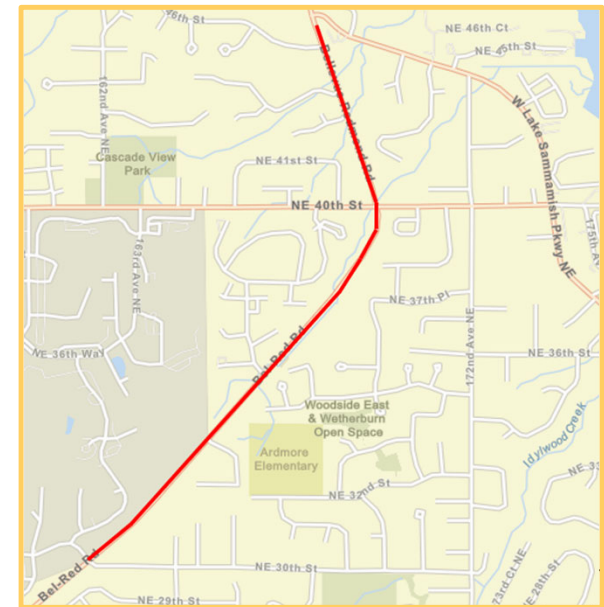
- Posted RFQ for design consultant in May
- Received three proposals
- Reviewed and rated proposals, checked references

➤ Issues and Solutions for Yellow/Red Indicators

- EUSD wants to add stormwater pipe and CB replacement to project (June PMC)

➤ Key Upcoming Activities in the next month

- Finish consultant selection and begin scope and fee negotiations
- PPW Committee and City Council in July



Funding Sources: TIB Grant, Business Tax, Impact Fees



Event Street Closure

Project #: 2407 Project start: 2024 Pre-Design start: April 2024

(C. Zapata/J. Mork)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$843,909

Phase	Pre-Design Phase Funding	Pre-Design Phase Spending	Pre-Design Progress	
Pre-Design	\$68,262	\$3,045	10%	90%
			■ Done	■ Remaining

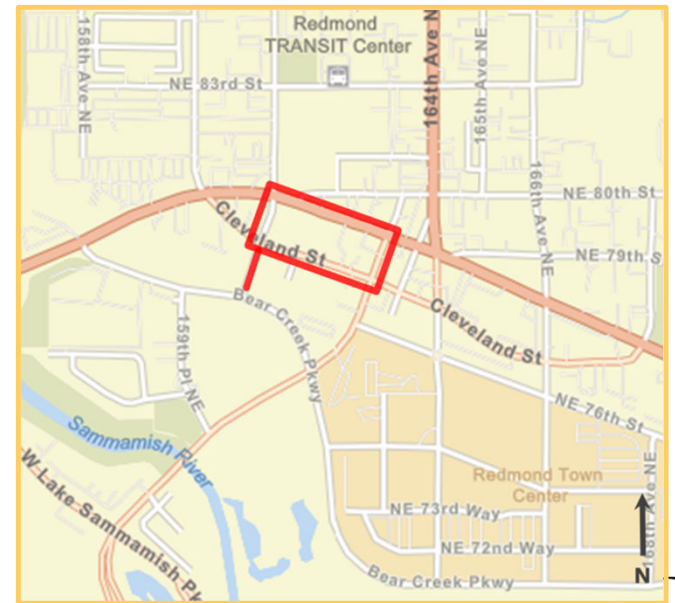
➤ **Project Progress**

- HDR provided a bollard selection design memo.

➤ **Issues and Solutions for Yellow/Red Indicators**

➤ **Key Upcoming Activities in the next month**

- Project is on hold needs to be discussed at PMC and Governance.



Funding Sources: Fee in Lieu

Fire Station 17 Siding Replacement

Project #: 2412 Project start: 2024 Pre-Design start: Jan 2024

(Q. Kuhnhausen/J. Mork)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$1,119,620

Phase	Pre-Design Phase Funding	Pre-Design Phase Spending	Pre-Design Progress	
Pre-Design	\$67,299	\$21,860	25%	75%
			■ Done	■ Remaining

➤ **Project Progress**

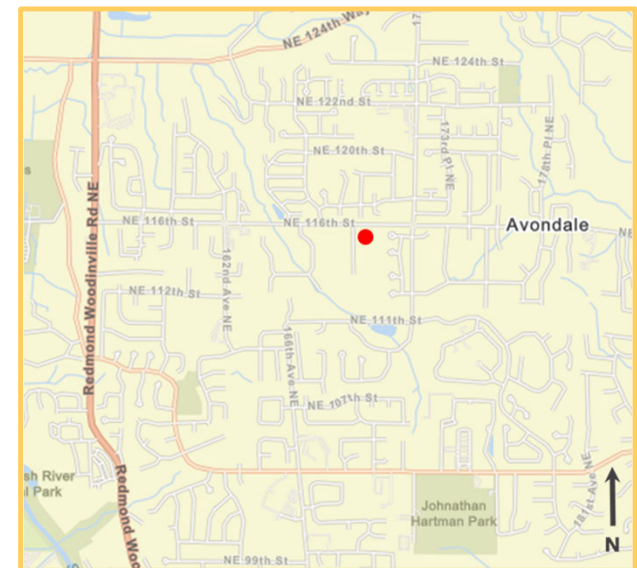
- Notice to Proceed letter was sent to consultant
- Met with consultant and discussed siding options

➤ **Issues and Solutions for Yellow/Red Indicators**

- No issues

➤ **Key Upcoming Activities in the next month**

- Onsite meeting: Review schematic design and siding options



Funding Sources: Real Estate Excise Tax

Lift Station Equipment Upgrades Phs 2

Project #: 2408 Project start: 2024 Pre-Design start: Mar 2024

(M. Stefansson/M. Haley)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$1,240,468

Phase	Pre-Design Phase Funding	Pre-Design Phase Spending	Pre-Design Progress	
Pre-Design	\$77,920	\$12,326	25%	75%
			■ Done	■ Remaining

➤ Project Progress

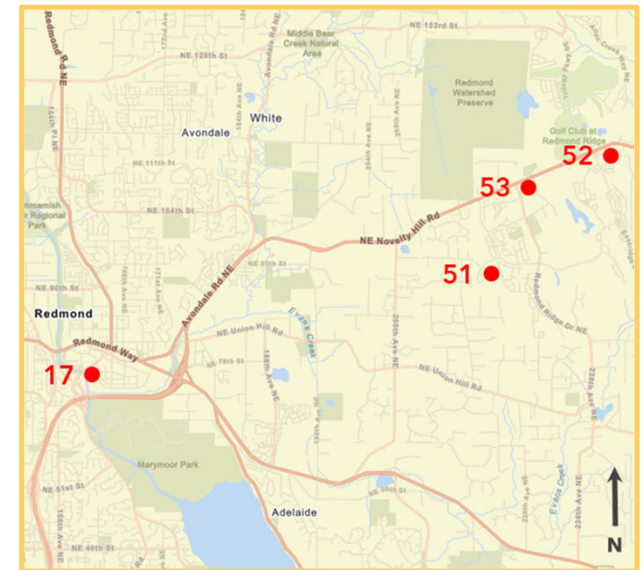
- Task Order with BHC issued for pump selection and pricing

➤ Issues and Solutions for Yellow/Red Indicators

- No issues

➤ Key Upcoming Activities in the next month

- Quote from pump supplier for replacement pumps at LS 52 and 53.
- Submit Purchase Order for pumps at LS 52 and 53
- RFQ for full design for pump replacement at all four stations
- Update budget to include additional stations



Funding Sources: Wastewater CIP

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 Progress	
Pre-Design	\$40,929	\$4,040		

➤ Project Progress

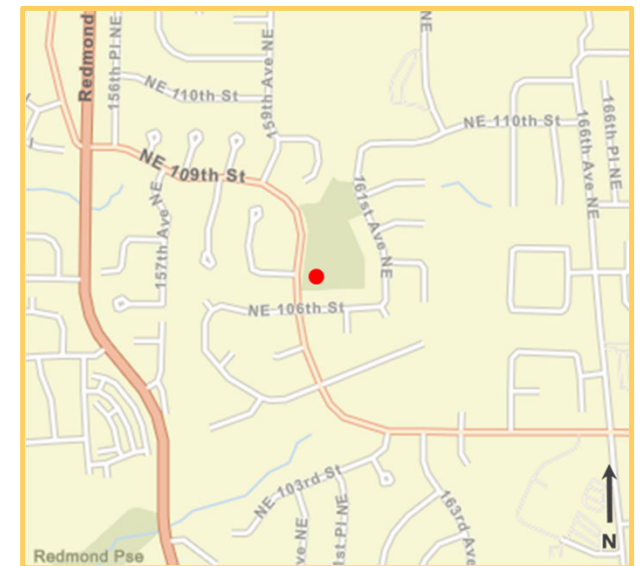
- June 4 met with Parks and KPG
- Target construction spring/summer 2025
- KPG to prepare initial concept for changes to court layout and consider removal of trees to improve usability of courts and to address issues with shade, moss, and leaves.

➤ Issues and Solutions for Yellow/Red Indicators

- No issues

➤ Key Upcoming Activities in the next month

- KPG to submit updated scope and fee proposal



Funding Sources: General Funds

NE 40th St. Sidewalk Repairs (156th Ave to Bel-Red Rd.)

Project #: 2338 Project start: 2024 Pre-Design start: March 2024

(M. Ross/A. Noble)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$2,066,361

Phase	Pre-Design Phase Funding	Pre-Design Phase Spending	Pre-Design Progress	
Pre-Design	\$133,147	\$940	80%	20%
			■ Done	■ Remaining

➤ **Project Progress**

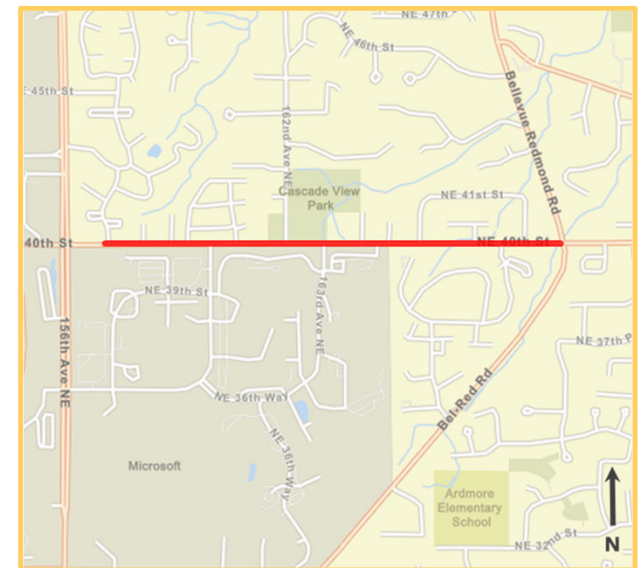
- Beginning design.
- Project scope expanded to include the sidewalk along NE 40th St from 156th Ave NE to 162nd Ave NE

➤ **Issues and Solutions for Yellow/Red Indicators**

- No issues

➤ **Key Upcoming Activities in the next month**

- 30% Design



Funding Sources: General Fund, Real Estate Excise Tax, Transportation CIP



PPE Management - Storage & Extractors

Project #: 2335 Project start: 2024 Pre-Design start: March 2024

(B. Yoon/A. Kim)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$368,000

Phase	Project Funding*	Project Spending	Pre-Design Progress	
Pre-Design	\$368,000	\$30,118	25%	75%
			■ Done	■ Remaining

➤ Project Progress

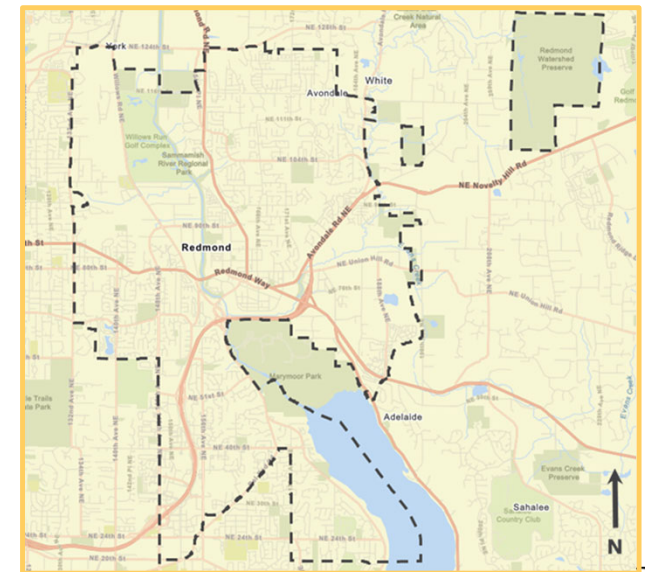
- Project charter/scope/schedule distributed for feedback on 5/21
- Completed site visits for all Fire Stations in scope (12,13,14, & 16)
- Consultant agreement with Wagner Architecture is being routed for signatures

➤ Issues and Solutions for Yellow/Red Indicators

- No issues

➤ Key Upcoming Activities in the next month

- Have executed agreement
- Review progress design and proposed solution
- Order lockers and extractors based on lead time



Funding Sources: ARPA Funding

*Project funding not broken into phases



Facilities Energy Upgrades - ESCO*

*Includes Public Safety Building Phs 2 and Sustainability Building Automation

Project #: 2111 & 2336 Project start: 2023 Pre-Design start: May 2023

Q. Kuhnhausen/A. Kim)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$3,581,144

Phase	Pre-Design Phase Funding**	Pre-Design Phase Spending***	Pre-Design Progress	
Pre-Design	\$50,000	\$0	10%	90%
			Done	Remaining

➤ Project Progress

- Scope/charter meeting 5/16
- Energy Service Company (ESCO) preliminary audit walk 6/11

➤ Issues and Solutions for Yellow/Red Indicators

- No issues

➤ Key Upcoming Activities in the next month

- Review preliminary audit feedback from the ESCO
- Receive and evaluate investment grade audit proposal



Funding Sources: Real Estate Excise Tax, General Fund

**Pre-Design funding does not include Sustainability Building Automation
 ***Spending does not include prior spending on Sustainability Building Automation

Reservoir Park Sports Court & Water Tank

Project #: 2331 & 2316 Project start: 2023 Pre-Design start: May 2023

(C. Zapata/J. Averill)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$2,151,933

Phase	Pre-Design Phase Funding	Pre-Design Phase Spending	Pre-Design Progress	
Pre-Design	\$127,375	\$7,086	25%	75%
			■ Done	■ Remaining

➤ Project Progress

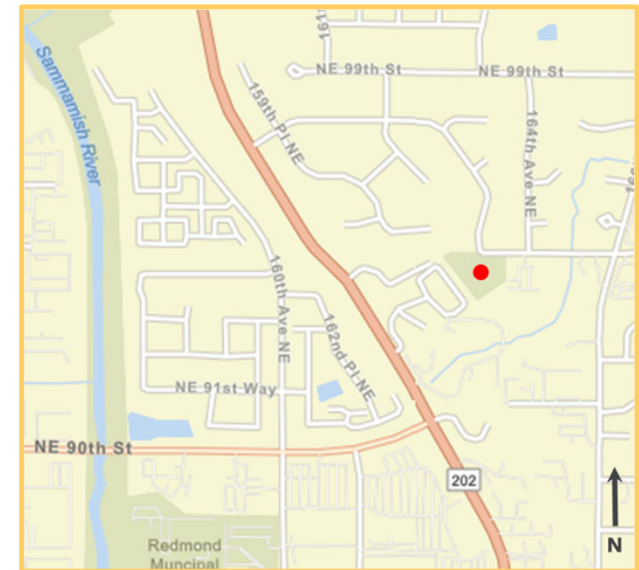
- May 30 - Parks provided go ahead to move forward with NGI Sport Court system Pro Bounce
- June 4 met with Parks and KPG
 - Target construction spring/summer 2025
 - Court design to included multi-sport layout (tennis, pickleball, basketball)
 - Provide sound mitigation along eastern fence line closest to apartments

➤ Issues and Solutions for Yellow/Red Indicators

- No issues

➤ Key Upcoming Activities in the next month

- KPG to submit updated scope and fee proposal.



Funding Sources: Real Estate Excise Tax, Water CIP

Sidewalk Repairs 166th and Avondale Way

Project #: 2321 Project start: 2024 Pre-Design start: April 2024

(M. Ross/J. Averill)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$2,705,371

Phase	Pre-Design Phase Funding	Pre-Design Phase Spending	Pre-Design Progress	
Pre-Design	\$275,881	\$26,866	25%	75%
			■ Done	■ Remaining

➤ **Project Progress**

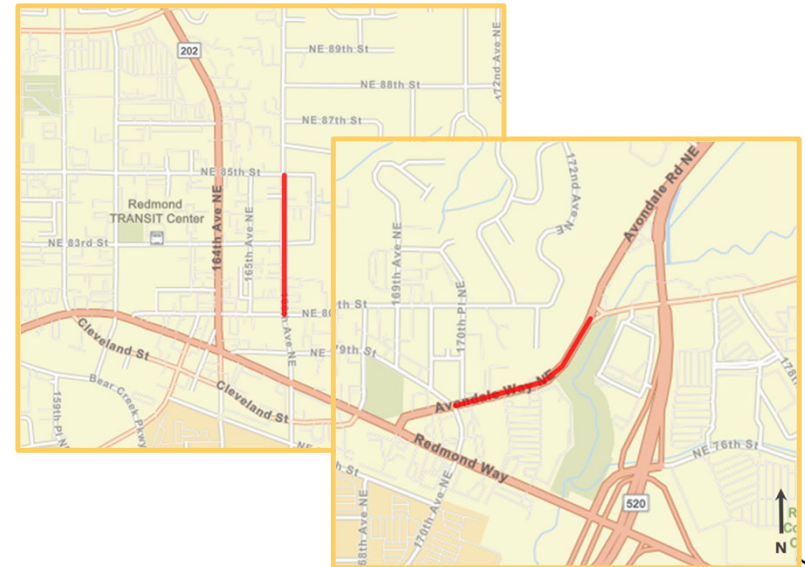
- Cleveland St. portion removed from project scope. Work will be done next year by in-house staff.

➤ **Issues and Solutions for Yellow/Red Indicators**

- No issues

➤ **Key Upcoming Activities in the next month**

- Consultant fee negotiations



Funding Sources: Business Tax, General Fund



Turf Replacement - Grass Lawn Softball Field 1

Project #: 2404 Project start: 2024 Pre-Design start: April 2024

(C. Zapata/J. Mork)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$1,851,216

Phase	Pre-Design Phase Funding	Pre-Design Phase Spending	Pre-Design Progress	
Pre-Design	\$38,279	\$279		

➤ **Project Progress**

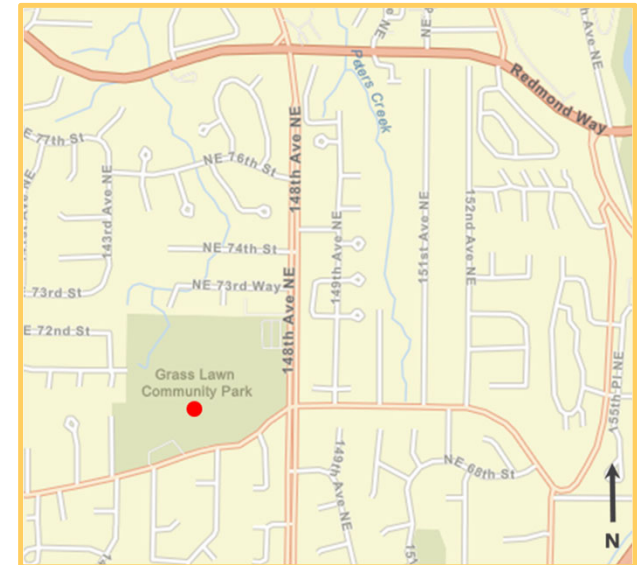
- DA Hogan was selected to completed the design
- Developing the project scope and fee

➤ **Issues and Solutions for Yellow/Red Indicators**

- No issues

➤ **Key Upcoming Activities in the next month**

- Route consultant agreement for signatures



Funding Sources: Real Estate Excise Tax, Parks CIP

Turf Replacement - Hartman Park Baseball Infield

Project #: 2405 Project start: 2024 Pre-Design start: April 2024

(C. Zapata/J. Mork)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$599,245

Phase	Pre-Design Phase Funding	Pre-Design Phase Spending	Pre-Design Progress	
Pre-Design	\$10,320	\$465		<p>10% Done 90% Remaining</p>

➤ **Project Progress**

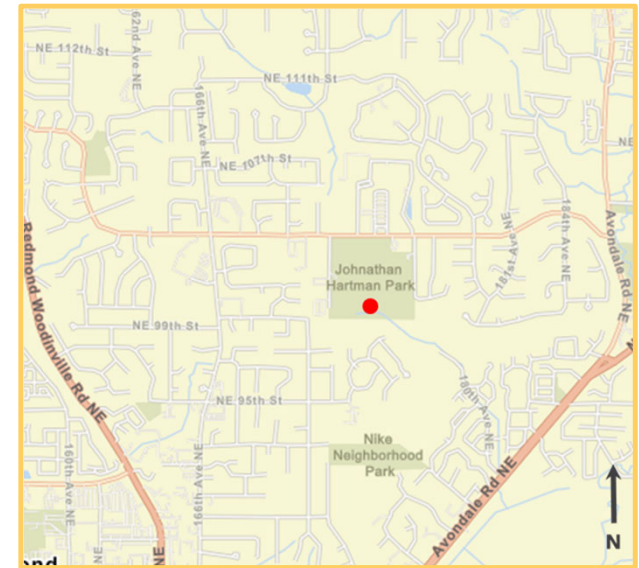
- DA Hogan was selected to completed the design
- Developing the project scope and fee

➤ **Issues and Solutions for Yellow/Red Indicators**

- No issues

➤ **Key Upcoming Activities in the next month**

- Route consultant agreement for signatures



Funding Sources: Real Estate Excise Tax, Parks CIP

Final Design (30% - 100%)

.....



Evans Creek Relocation

Project #: 0995 Project start: 2019 Design start: Mar 2020

(E. Flanagan/R. Crittenden)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$19,003,073

Phase	Design Phase Funding	Design Phase Spending	Design Progress	
Design	\$2,368,419	\$1,809,056	80%	20%
			■ Done	■ Remaining

➤ Project Progress

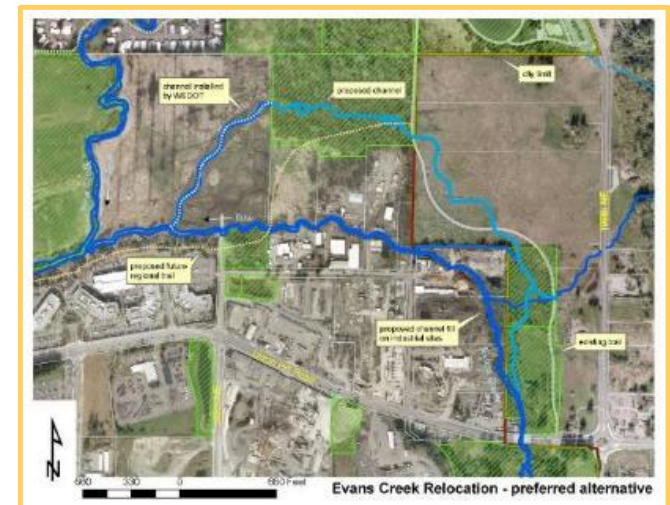
- City and consultant (HDR) prepared and submitted CLOMR to FEMA. They now have 90 days to approve it or request additional information
- Easement acquisition ongoing - offers have been made on all impacted properties
- 100% design plans have been updated and currently in review by EUSD staff

➤ Issues and Solutions for Yellow/Red Indicators

- The Federal Emergency Management Agency (FEMA) determined recently that a Conditional Letter of Map Revision (CLOMR) is required for the project. The approval process for the CLOMR will delay the start of construction to summer 2025 at the earliest

➤ Key Upcoming Activities in the next month

- FEMA review and response to CLOMR application
- Complete negotiations and acquisition of easements



Funding Sources: Stormwater CIP, Grants

Grass Lawn Parking Lot Repairs

Project #: 2322 Project start: 2024 Pre-Design start: April 2024

(C. Zapata/J. Averill)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$1,131,666

Phase	Design Phase Funding	Design Phase Spending	Design Progress	
Design	\$153,858	\$22,474	75%	25%
			■ Done	■ Remaining

➤ **Project Progress**

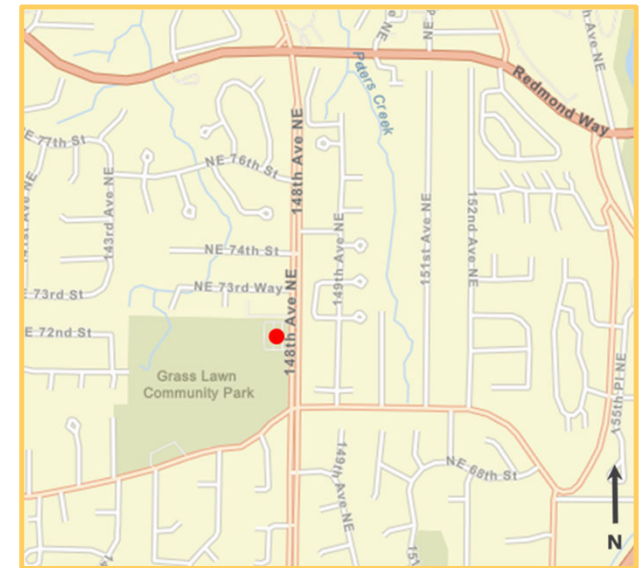
- 5/21 to 6/4 Bluebeam Revu session 75% plans and cost estimate

➤ **Issues and Solutions for Yellow/Red Indicators**

- Additional construction costs for pavement removal/replacement, tree protection, concrete pavement, curb and gutter replacement.
- Pay for ADA improvements with funding for the American with Disabilities Act (ADA) Improvements - Parking Lots and Pathways 2023-2024 CIP project

➤ **Key Upcoming Activities in the next month**

- Project to be advertised in July



Funding Sources: General Fund, Real Estate Excise Tax



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	
Pre-Design	\$2,2058,391	\$0	5%	95%
			■ Done	■ Remaining

➤ **Project Progress**

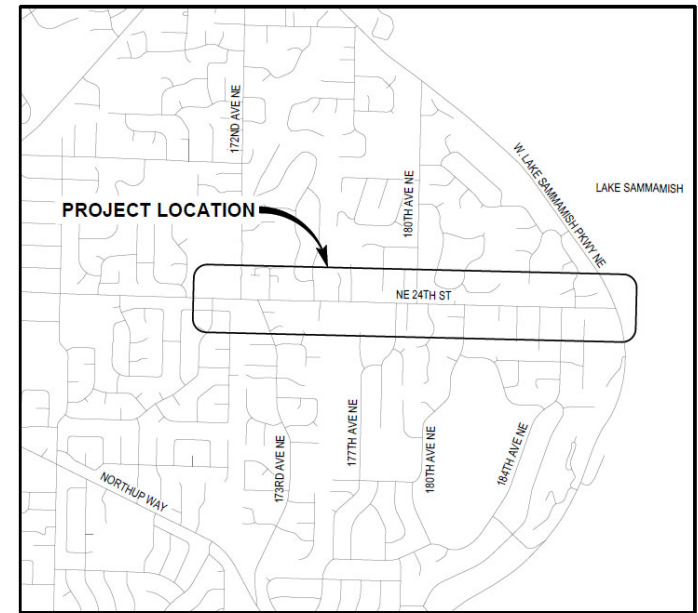
- Completed predesign

➤ **Issues and Solutions for Yellow/Red Indicators**

- No issues

➤ **Key Upcoming Activities in the next month**

- Request for Qualifications published for final design services
- Selection of most qualified design team to complete final design.
- Negotiating Scope and fee for full design



LOCATION MAP
SCALE: 1" = 1000'



Funding Sources: General Fund

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	\$868,865	75%	25%
			■ Done	■ Remaining

➤ Project Progress

- WSDOT approved Division 1 specifications
- SEPA DNS and night work approved by Technical Committee
- Received WSDOT construction permit for work in SR 202
- Received approval of Pertteet Supplemental Agreement 03

➤ Issues and Solutions for Yellow/Red Indicators

- Project delayed by property acquisition negotiations
- Received approval from PSRC for up to one year extension

➤ Key Upcoming Activities in the next month

- Continue negotiations with property owners
- Condemnation and/or Possession and Use may be needed.
- WSDOT right-of-way certification
- Final PS&E approval from WSDOT



Funding Sources: Business Tax, Grant, Impact Fees

Redmond Central Connector Phase 3

Project #: 1915 Project start: 2021 Design start: Dec 2022

(C. Zapata/M. Haley)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$7,599,928

Phase	Design Phase Funding	Design Phase Spending	Design Progress	
Design	\$885,562	\$758,462		

➤ Project Progress

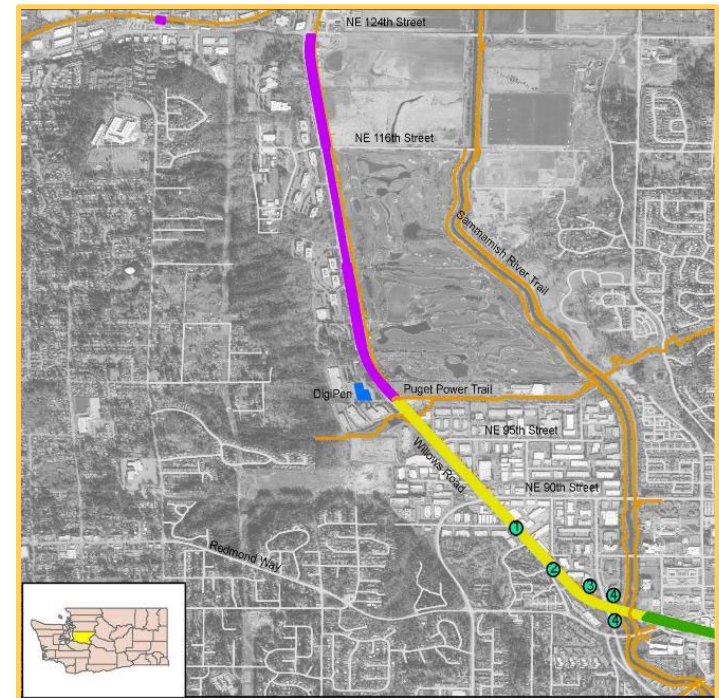
- Selected alternatives for alignments at driveways and intersections
- City finalized easement with PSE, working on returning City comments on PSE plan submittal
- Groundbreaking held November 3
- 100% Plans Specification and Estimate approved by WSDOT local programs
- Submitted draft Local Agency Agreement to WSDOT to obligate funding

➤ Issues and Solutions for Yellow/Red Indicators

- Grant obligation process has potential to delay advertisement

➤ Key Upcoming Activities in the next month

- Advertisement for Bids June of 2024 and obligate federal funding.
- Obligate Grant Funding for construction
- Develop consultant supplemental agreement for construction support



Funding Sources: Grants, Impact Fees, PSE

W. Lake Samm Pkwy Paving (N. of Marymoor to Leary Way)

Project #: 2311 Project start: 2023 Design start: Jan 2024

(M. Ross/M. Haley)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$3,267,693

Phase	Design Phase Funding	Design Phase Spending	Design Progress	
Design	\$315,975	\$173,614		

➤ Project Progress

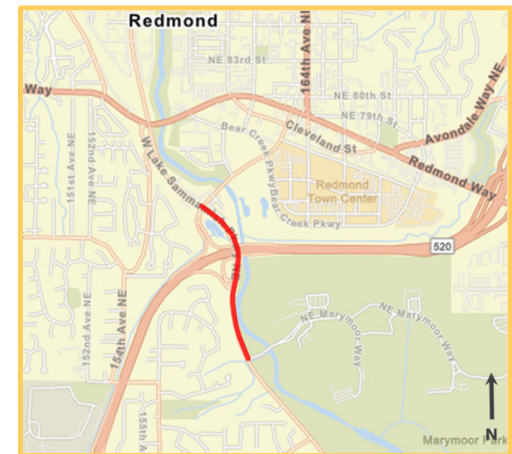
- Plans Specification and Estimate submitted to WSDOT Local Programs for approval
- Application for construction in WSDOT limited access submitted to WSDOT Development Services for approval

➤ Issues and Solutions for Yellow/Red Indicators

- Review time for WSDOT Development Services may delay advertisement to later this year

➤ Key Upcoming Activities in the next month

- Advertisement for bids
- Obligation of WSDOT funding prior to July 15, 2024
- Development of consultant supplement agreement for construction support



Funding Sources: General Fund, Grant, Business Tax

Bid/Award



Construction

.....



10000 Block of Avondale Rd Erosion Control

Project #:1807 Project start: 2019 Design start: Jan 2021

(E. Flanagan/A. Noble)

Scope ● Schedule ● Budget ●

Total Project Budget: \$4,091,986

Phase	Construction Phase Funding	Construction Phase Spending	Construction Progress	
Design	\$2,459,149	\$246,713	5%	95%
			■ Done	■ Remaining

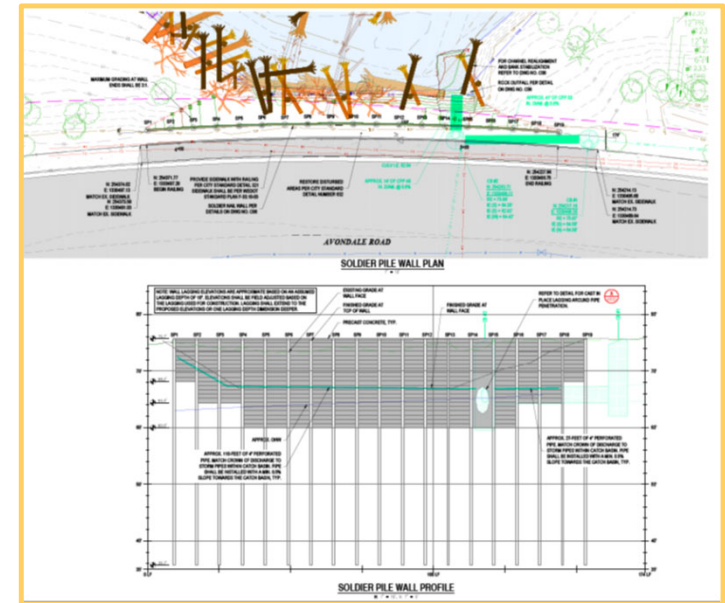
➤ Project Progress

- Project is out for bid.
- The King County Clear and Grade permit has been issued.

➤ Issues and Solutions for Yellow/Red Indicators

➤ Key Upcoming Activities in the next month

- Construction began June 10, in stream work will begin when the fish window opens in July



Funding Sources: Stormwater CIP, Grants, Transportation CIP, General Fund, Real Estate Excise Tax

152nd Ave NE Main Street

Project #: 1530 Project start: 2015 Construction start: Sept 2022

(M. Ross/A. Noble)

Scope ● Schedule ● Budget ●

Total Project Budget: \$14,719,625

Phase	Construction Phase Funding	Construction Phase Spending	Construction Progress	
Construction	\$8,936,731	\$5,719,799		

- **Project Progress**
 - Project suspension was lifted.
 - Work resumed on NE 24th St.
 - 72 hr. intersection closure for project paving completed
- **Issues and Solutions for Yellow/Red Indicators**
 - None
- **Key Upcoming Activities in the next month**
 - Final striping and signal work



Funding Sources: Grants, Impact Fees, General Fund, Real Estate Excise Tax, Sound Transit

156th Cycle Track - 28th to 31st and 36th to 40th

Project #: 2001 Project start: 2021 Construction start: June 2023

M. Ross/A. Noble

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$7,695,059

Phase	Construction Phase Funding	Construction Phase Spending	Construction Progress	
Construction	\$5,020,806	\$2,743,321	<div style="display: flex; align-items: center;"> <div style="width: 90%; height: 10px; background-color: #28a745; margin-right: 5px;"></div> 90% <div style="width: 10%; height: 10px; background-color: #17aebc; margin-left: 5px;"></div> 10% </div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> ■ Done ■ Remaining </div>	

➤ Project Progress

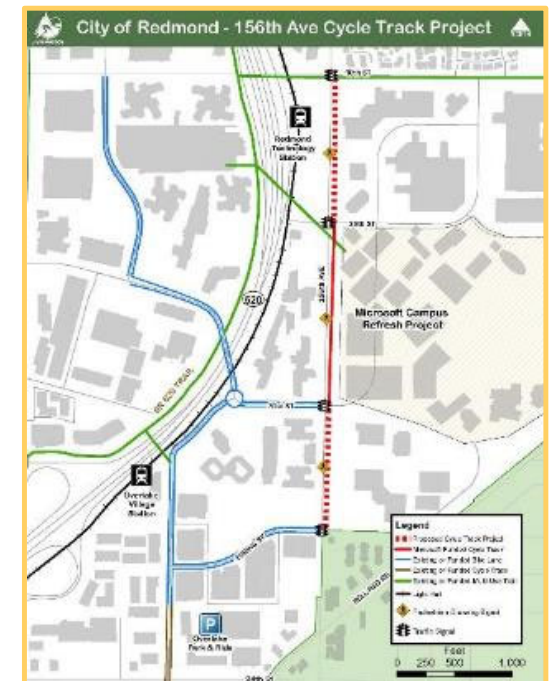
- This project is substantially complete.

➤ Issues and Solutions for Yellow/Red Indicators

- There are supply shortages for the photovoltaic nodes related to the pedestrian lighting, however it uncertain if the schedule will be affected.

➤ Key Upcoming Activities in the next month

- Physical completion
- Installation of the railing for the ADA ramp and stairs.



Funding Sources: Transportation CIP, Business Tax, Grant, Impact Fees

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	\$1,941,157	<div style="width: 75%;"><div style="width: 75%; background-color: green;"></div></div> 75%	<div style="width: 25%;"><div style="width: 25%; background-color: lightblue;"></div></div> 25%
			■ Done	■ Remaining

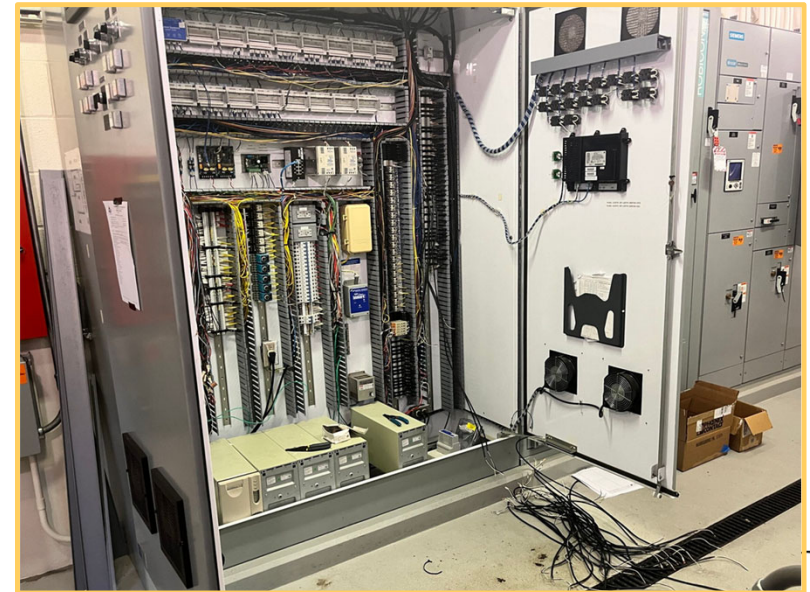
➤ Project Progress

- SCADA software and server upgrade complete
- General Services contract approved by Council June 21, 2022
- Issued "Notice to Proceed"
- Telemetry Phase 2 and 3 TSI Submittal review underway
- All well site upgrades complete
- Site work on flow station this month

➤ Public Outreach: not required

➤ Key Upcoming Activities in the next month

- Equipment production, testing, and installation



Funding Sources: Transportation CIP, Business Tax, Grant, Impact Fees



Electric Vehicle Charging Stations

Project #: 2115 Project start: 2022 Construction start: July 2023

(Q. Kuhnhausen/J. Mork)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$734,334

Phase	Construction Phase Funding	Construction Phase Spending	Construction Progress	
Construction	\$596,400	\$411,276	45%	55%

■ Done ■ Remaining

➤ **Project Progress**

- Project is in suspension until November 2024

➤ **Issues and Solutions for Yellow/Red Indicators**

- Long material lead-times - Switch gear delivery is scheduled for November 2024

➤ **Key Upcoming Activities in the next month**

- None



Funding Sources: Real Estate Excise Tax, General Government/Facilities CIP

Substantial Completion/ Punchlist

.....



Redmond Senior & Community Center

Project #: 2024 Project start: 2020 Construction start: June 2022

(L. Hamilton/E. Dawson)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$61,700,000

Phase	Construction Phase Funding	Construction Phase Spending	Construction Progress	
Construction	\$50,597,189*	\$54,653,271		

*does not include contingency

➤ **Project Progress**

- Grand Opening held 5/3/24
- Open for full business on 5/6/24
- Punchlist work ongoing

➤ **Issues and Solutions for Yellow/Red Indicators**

- N/A

➤ **Key Upcoming Activities in the next month**

- Complete punchlist
- Design/construction team is working on some mass plywood improvement ideas as requested by the Mayor



Funding Sources: Grants, Impact Fees, General Fund, Real Estate Excise Tax, Bond Proceeds, Contributions/Solar

Acceptance

.....



Wastewater Lift Station 12 Replacement

Project #: 1129 Project start: 2012 Construction start June 2021

(/M. Haley)

Scope ●

Schedule ●

Budget ●

Total Project Budget: \$4,843,416

Phase	Construction Phase Funding*	Construction Phase Spending
Construction	\$2,759,492	\$4,485,979

➤ **Project Progress**

- Physically complete

➤ **Issues and Solutions for Yellow/Red Indicators**

- Claim settlement will require a budget adjustment with contract acceptance

➤ **Key Upcoming Activities in the next month**

- Final change order to be processed for final pay estimate
- Council acceptance of project



Funding Sources: Wastewater CIP

*Does not include contingency

Wastewater Lift Station Equipment Upgrades

Project #: 1518, 1519, 2108,
2109, 1204

Project start 2021 Construction start: April 2022

(L. Rigg/M. Haley)

Scope ● Schedule ● Budget ●

Funding: \$7,076,893

Phase	Construction Phase Funding*	Construction Phase Spending
Construction	\$4,720,639	\$5,150,490

➤ **Project Progress**

- Contract is Substantially Complete

➤ **Issues and Solutions for Yellow/Red Indicators**

- Equipment delivery and capacity of the Telemetry Integrator has delayed completion of this project

➤ **Public Outreach, Communications Involved:** web page, construction sign, project viewer, community meetings, email, web page, social media, project viewer

➤ **Key Upcoming Activities in the next month**

- None

Funding Sources: Wastewater CIP, ARPA

*Does not include contingency



Scheduled for Acceptance

Project	Target Date	Acceptance by
Wastewater Pump Station 12	July	Council
Lift Station Equipment Upgrades	July	Council



Projects under \$300,000 accepted by Mayor

Closeout/ Warranty



Upcoming Warranty Inspections

Project	Deadline	Project Manager
Pavement Management - 90 th St.	June 19, 2024	Aaron Noble
Fire Station 16 Seismic	July 17, 2024	James LaCourse
MOC Plumbing and ADA Improvements	October 2, 2024	John Mork
Redmond Pool Phs. 2	December 4, 2024	John Mork
90 th Pond Refurbishing	January 1, 2025	Rich Halvorsen
40 th St. Stormwater Trunkline Phs 2	January 15, 2025	Rob Crittenden
Lift Station 13 Replacement	February 19, 2025	Mike Haley
Red Way/ELSP Intersection Improvements	February 19, 2025	Eric Dawson
Three RRFB Crossings	April 15, 2025	Rob Crittenden
PRV Replacements Phs 2	April 15, 2025	Rob Crittenden





Wrap-Up



Redmond
WASHINGTON



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:	David Lee, Manager, Current Development and Implementation, 425-556-2462 Todd Rawlings, Process Improvement Manager, 425-556-2421 Tim McHarg, Principal Planner, 425-556-2414 Kimberly Dietz, Principal Planner, 425-556-2415

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

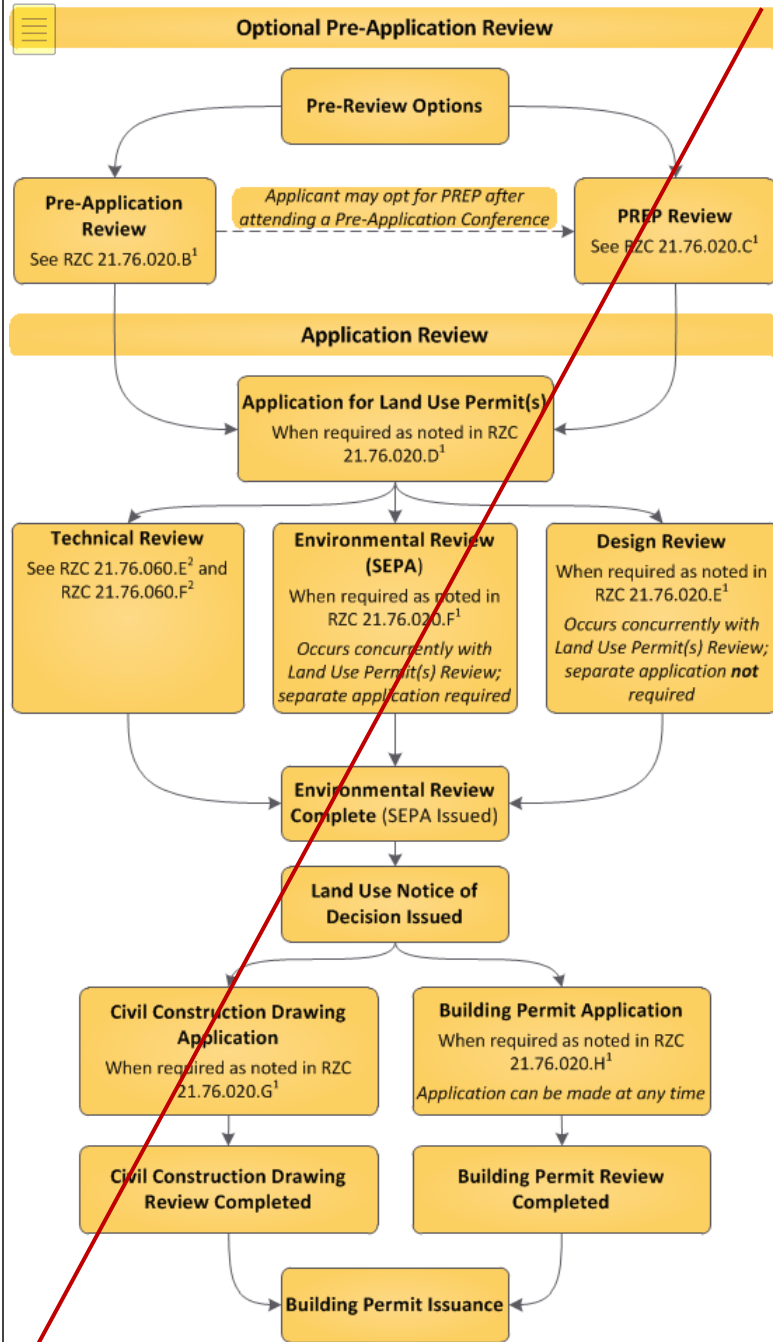


Figure Notes:

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;~~

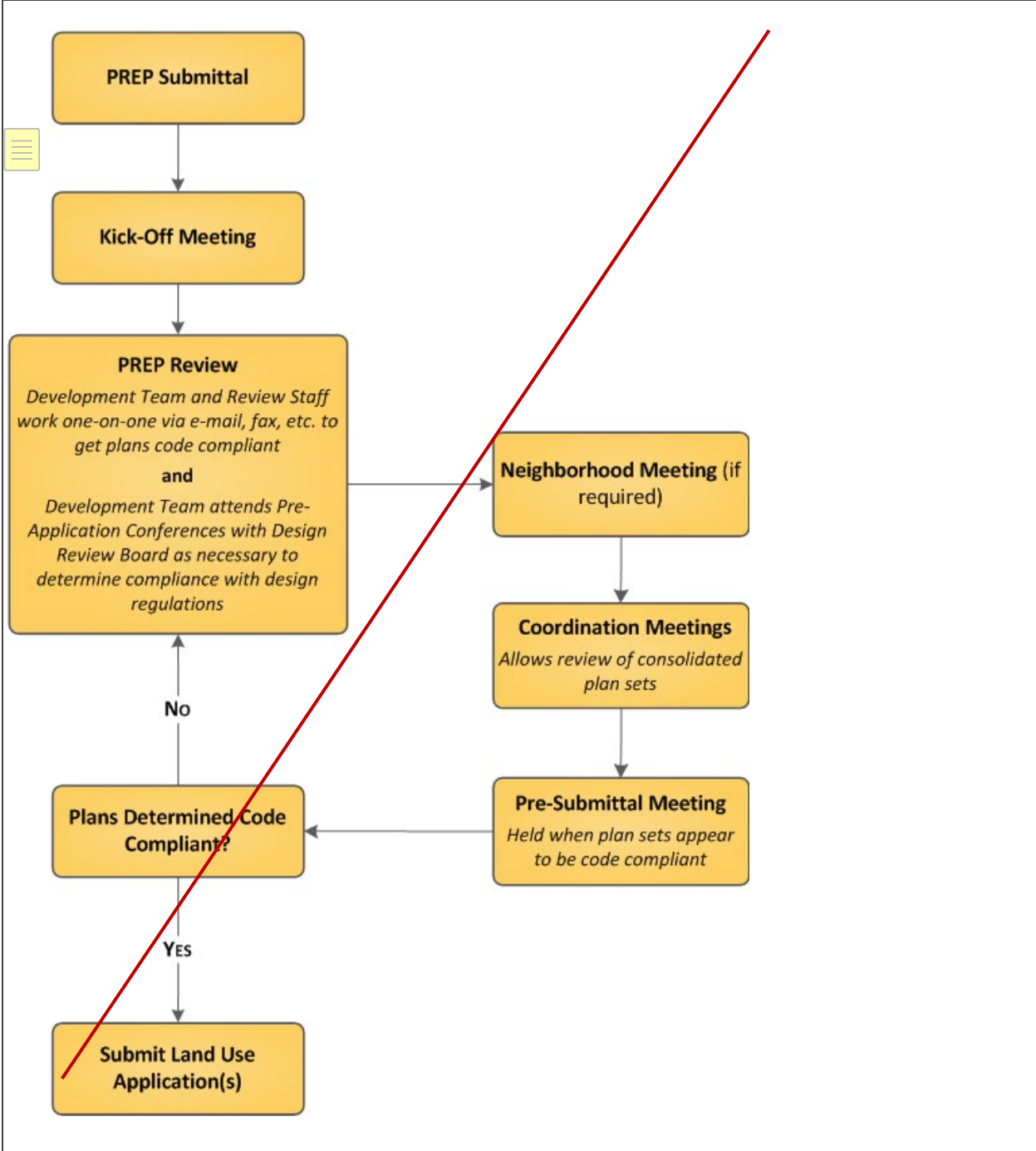
~~f. Describes requirements for staying in PREP;~~

~~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.

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

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.

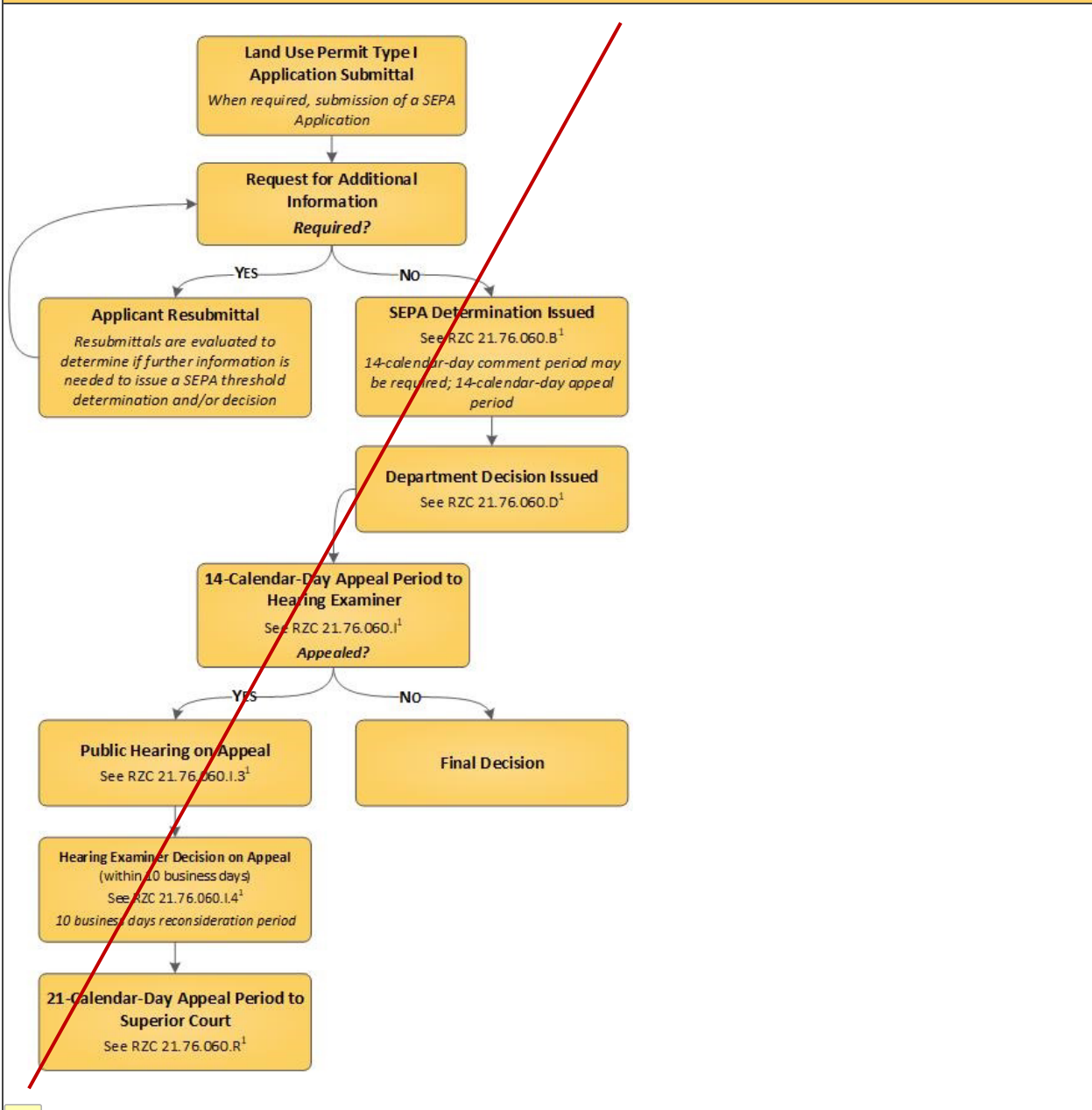
F. Type I Review.

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~~



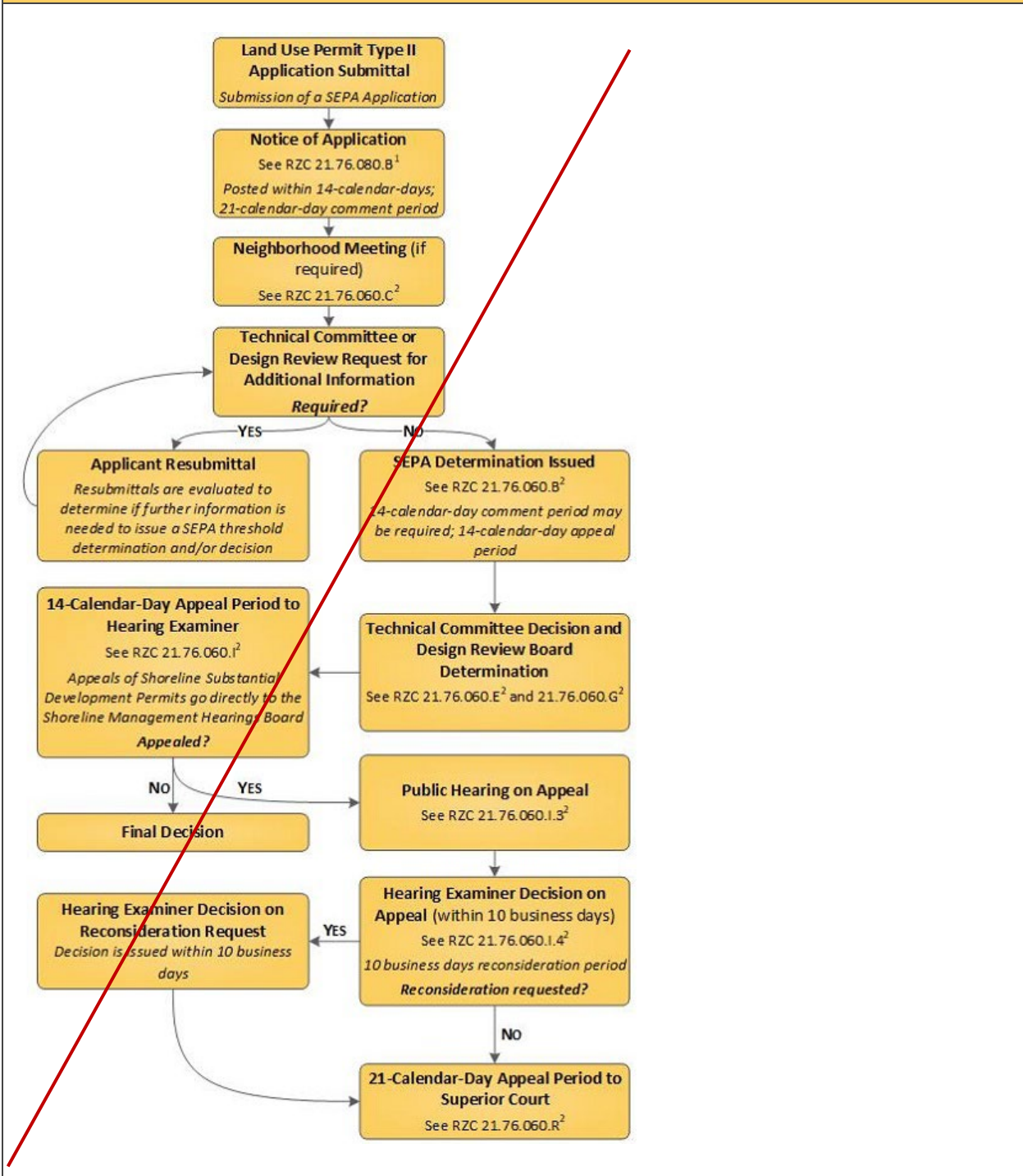
~~1. Link to RZC 21.76.060~~

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



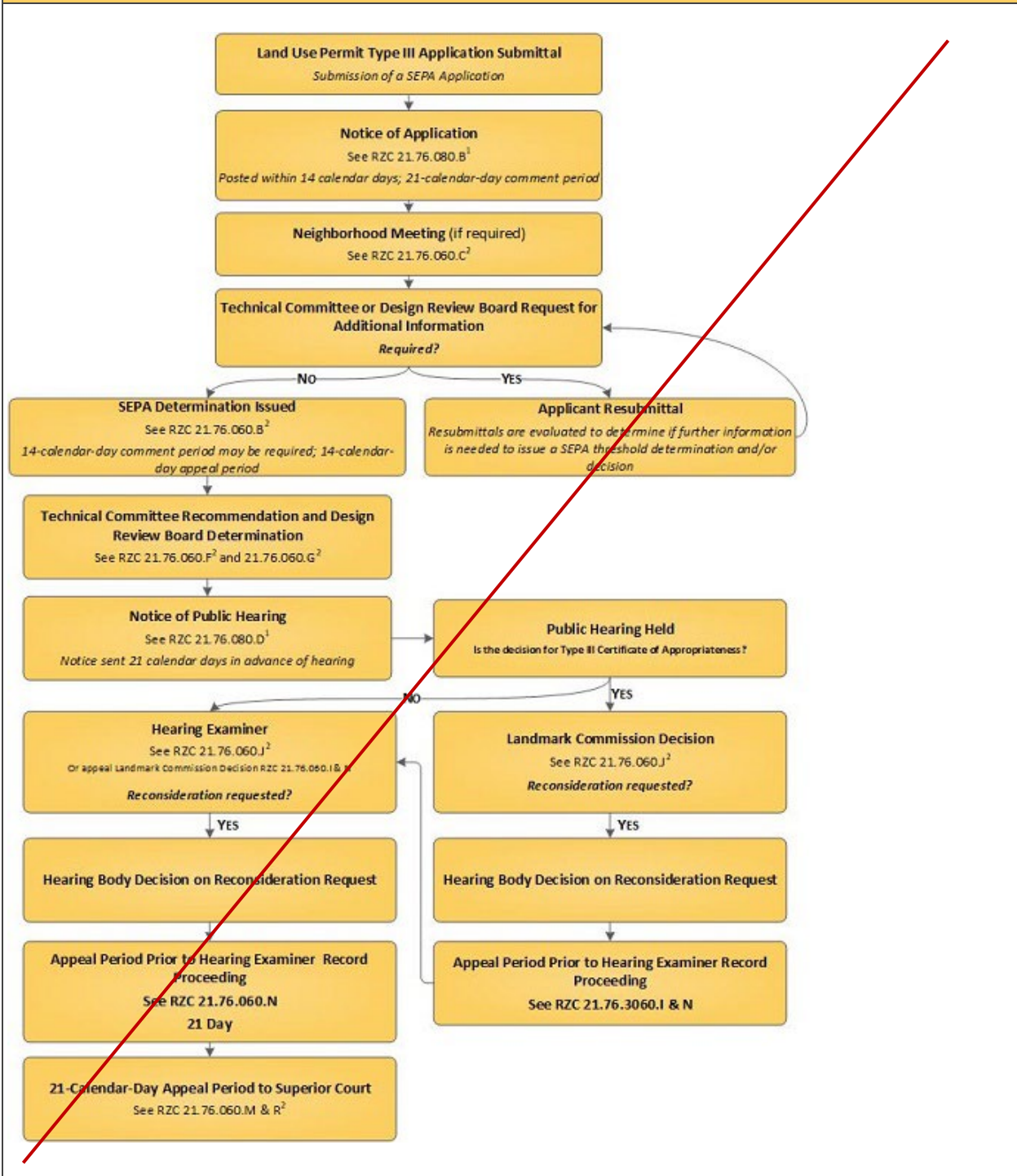
~~Figure 21.76.050B~~~~Flow Chart for Type II Process~~~~Figure Notes:~~~~1. Link to RZC 21.76.080~~~~2. Link to RZC 21.76.060~~

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~~

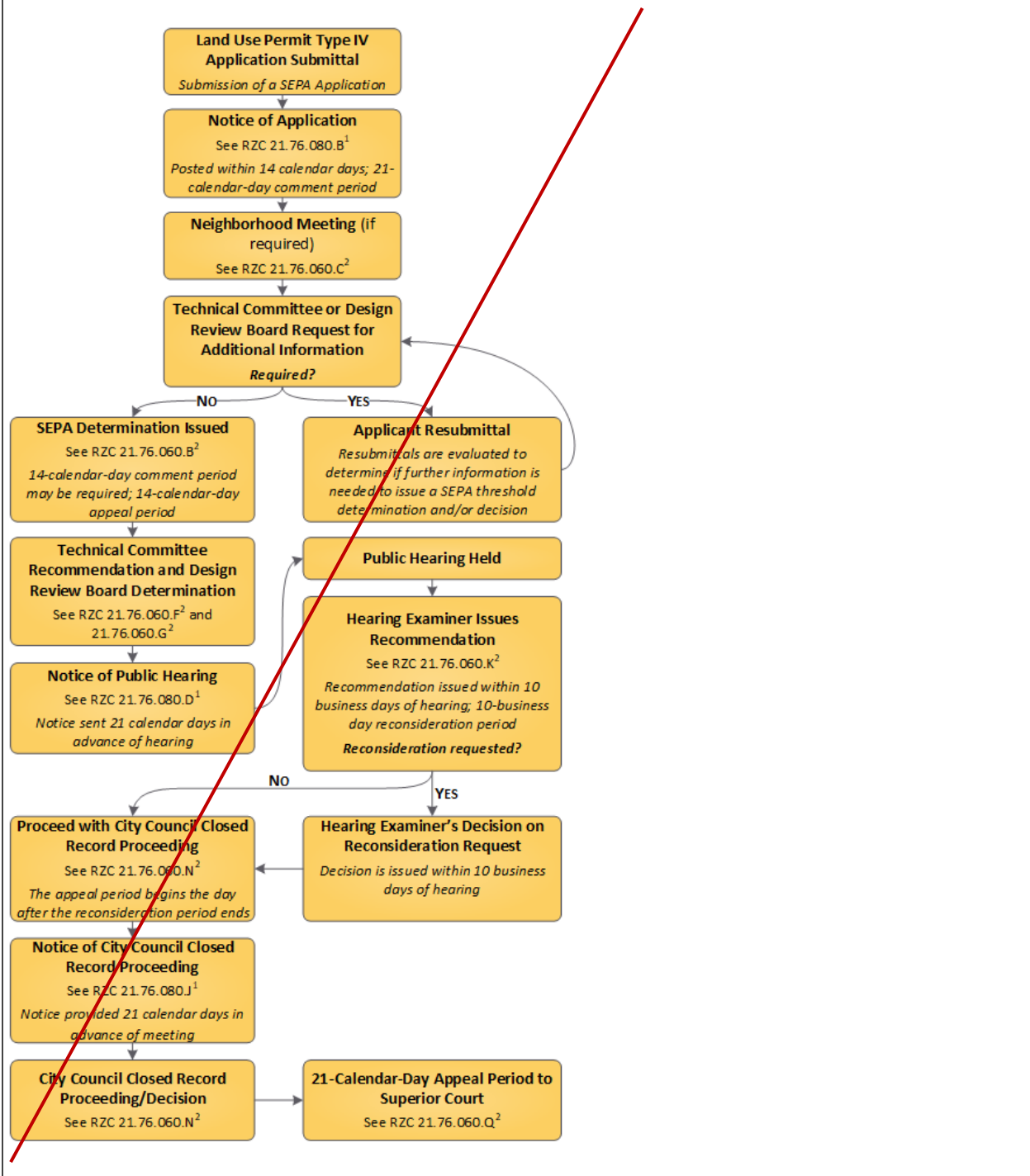
I. Type IV Review.

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~~

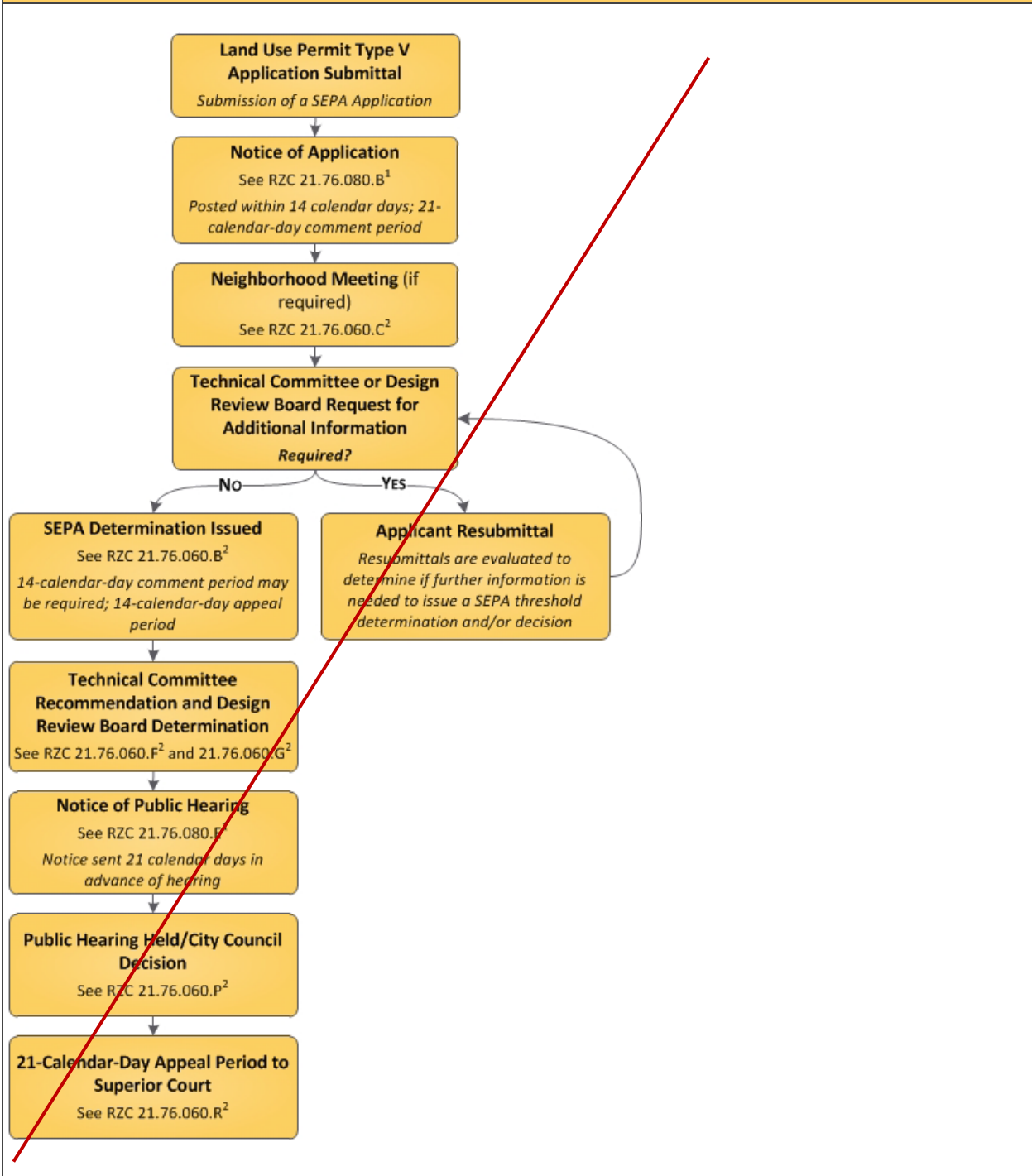
~~2. Link to RZC 21.76.060~~


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

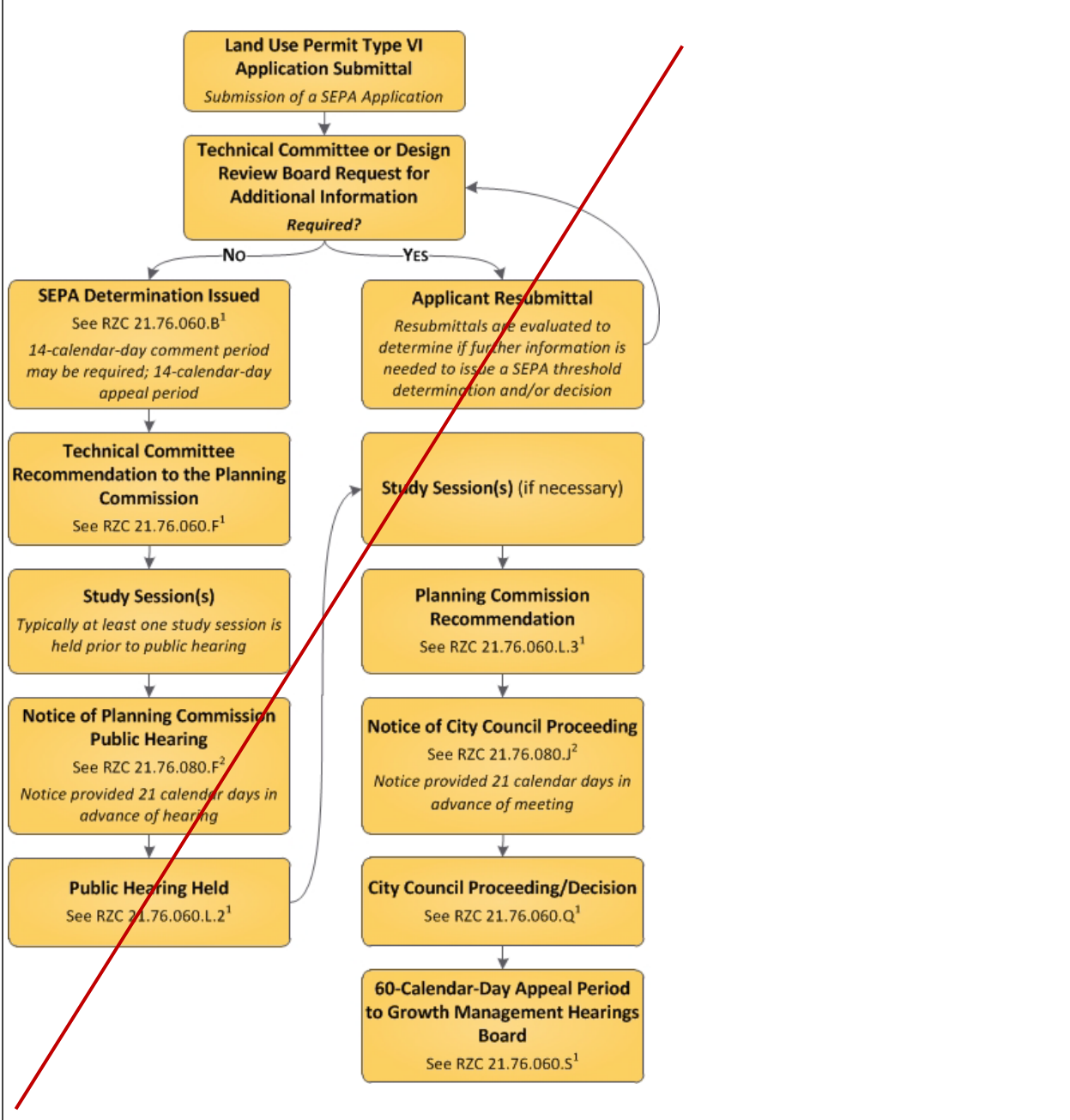



Figure Notes:

 ~~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)