City of Redmond



Agenda

Monday, November 6, 2023

4:30 PM

Special Meeting Notice and Agenda

City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziply 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
David Carson
Steve Fields
Jessica Forsythe
Varisha Khan
Vanessa Kritzer

AGENDA

ROLL CALL

1. Status Update on the Transportation Master Plan

CM 23-571

Attachment A: Issues Matrix

Attachment B: Safety Planning Process Graphic

Attachment C: Redmond LRSP Project Sheets

Department: Planning and Community Development, 10 minutes

Requested Action: Study Session, November 14th

2. Development Impact Fees - 2024 Annual Indexing

CM 23-594

Attachment A: Proposed 2024 Impact Fees Schedule

Attachment B: Ordinance Indexing Impact Fees for 2024

Department: Planning and Community Development, 10 minutes

Requested Action: Staff Report, November 21st

3. Economic Development Strategic Plan Data Analysis Findings CM 23-591 and Strategic Themes

Department: Planning and Community Development, 5 minutes

Requested Action: Study Session, November 28th

4. Adoption of Ordinance for Rosewood Court Plat

CM 23-592

Attachment A: Ordinance

Attachment B: Vicinity Map

Attachment C: Hearing Examiner Decision

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, December 5th

5. Approval of the Memorandum of Understanding for CM 23-567 2023-2024 King County Re+ City Grant Funds between City of Redmond, City of Bothell, City of Bellevue, and City of Kirkland

Attachment A: Memorandum of Understanding for 2023-2024 King County

Re+ City Grant Funds

Department: Public Works, 5 minutes

Requested Action: Consent, November 21st

6. Approval of 2023-2025 Waste Management Local Solid Waste CM 23-568
Financial Assistance Agreement (LSWFA) between the State
of Washington Department of Ecology and the City of
Redmond

Attachment A: 2023-2025 Agreement

Department: Public Works, 5 minutes Requested Action: Consent, November 21st

7. Development Services Process Improvement Effort - <u>CM 23-596</u> Consultant Agreement

Attachment A: Marcum, LLP Proposal
Attachment B: Consulting Agreement

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, November 21st

8. Transportation Benefit District (TBD) - Staffing Authorization CM 23-590 and Budget Adjustment ..

Attachment A: Ordinance 2023-2024 Budget Adjustment #3

Attachment B: 2023-2024 Public Works Staffing Authorization - Revised

Attachment C: Transportation Benefit District Staffing Authorization

Department: Public Works, 5 minutes Requested Action: Consent, November 21st

ADJOURNMENT



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 11/6/2023 Meeting of: Committee of the Whole - Pla	anning and Public Works	File No. CM 2 Type: Commit	
TO: Committee of the Whole - Planning a FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):	nd Public Works		
	Carol Helland	425-556-2107	7
DEPARTMENT STAFF:		·	_
Planning and Community Development	Seraphie Allen	Deputy Director	7
Planning and Community Development	Vangie Garcia	Transportation Planning and Engineering Manager	7
Planning and Community Development	Josh Mueller	Senior Transportation Planner	7
Planning and Community Development	Francesca Liburdy	Senior Transportation Planner	7
In collaboration with the Comprehent Transportation Master Plan (TMP). The Tactivities to support the Comprehensive preliminary draft Local Road Safety Plan. upcoming citywide safety plan, the Safety outcomes from the Local Road Safety Plan The goal is to have the Local Road Safety the Local Road Safety Plan, refer to Attac	TMP is the functional strate re Plan. This update will on The Local Road Safety Plan re Streets for All (SS4A) Action an and next steps as we move Plan adopted by Council by t	gic plan that guides transportation over a number of topics but we sets baseline recommendations to plan. This update will include a vertoward beginning work on the herend of the year. For more information	on investment and will center on the chat will shape the discussion of the SS4A Action Plan.
Additional Background Information This update will also include a brief intro Facilities Element. Staff will also provide and a summary of the Current State Tec	oduction to the Transportati brief updates on the progre hnology Assessment. Finally	on Facilities Plan (TFP) which is p ss of the updated Redmond Bicyo , staff will close this overview of	cle Design Manual
been done since the June TMP touchpoin REQUESTED ACTION:	it with a summary of the nex	t milestones to be achieved.	
☑ Receive Information []	☐ Provide Direction	☐ Approve	
REQUEST RATIONALE:			

Date: 11/6/2023 File No. CM 23-571 Meeting of: Committee of the Whole - Planning and Public Works **Type:** Committee Memo **Relevant Plans/Policies:** o Comprehensive Plan, TR-2: Ensure that the transportation system provides for the mobility and access needs of those who live, shop, visit, work, and recreate in Redmond. o Comprehensive Plan, TR-5: Meet the travel needs of all modes on the transportation network. o Comprehensive Plan, TR-6: Support the safe and efficient movement of goods and freight to, from and within Redmond Required: N/A Council Request: The Local Road Safety Plan needs to be completed by the end of the year in order to apply for a WSDOT City Safety Grant in January 2024. Other Key Facts: N/A **OUTCOMES:** The Transportation Master Plan document has not been updated since 2013. Completion of the Transportation Master Plan update will communicate the strategies behind the policies, standards, actions, programs, and plans that align with current City priorities. COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT: Timeline (previous or planned): Routes to Rails Community Engagement Campaign, February - June 2023 Safer Streets for All (SS4A) Action Plan Roadway Audits - 2024 **Outreach Methods and Results:** Surveys, Listening Sessions, Community Discussions **Feedback Summary:** Feedback from the Routes to Rails Community Engagement Campaign included a desire for additional safe and accessible pedestrian and bicycle routes to access future light rail stations. This feedback resulted in the Heron Rookery Trail Wayfinding pilot project, which highlighted an underused trail section between the Sammamish River Trail and Redmond Central Connector and helped the community become more aware of safe pedestrian facilities in the vicinity of the future Downtown Redmond Link Light Rail Station. **BUDGET IMPACT:**

Total Cost: The Transportation Master Plan and efforts to improve bicycle and pedestrian safety are funded in the 2023-2024 Operating Budget through one-time service enhancements totaling \$400,000. Approved in current biennial budget: □ No □ N/A **Budget Offer Number:** 0000034 - Mobility of People and Goods **Budget Priority:**

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Meeting of: Committee of the Whole - Planning and Public Works			Type: Committee Memo	
Vibrant and Connected				
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	☐ Yes	□ No	⊠ N/A	
Funding source(s): General Fund, Grant				
Budget/Funding Constraints: N/A				
☐ Additional budget details attached				

THE NE CM OD E74

COUNCIL REVIEW:

Data: 44/6/2022

Previous Contact(s)

Date	Meeting	Requested Action
3/7/2023	Committee of the Whole - Planning and Public Works	Provide Direction
3/28/2023	Study Session	Receive Information
6/6/2023	Committee of the Whole - Planning and Public Works	Provide Direction
6/13/2023	Study Session	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/14/2023	Study Session	Receive Information

Time Constraints:

In order to fulfill the Comprehensive Plan adoption by December 2024, there are certain components of the Transportation Master Plan (TMP) that are mandatory and need to be included.

ANTICIPATED RESULT IF NOT APPROVED:

The Study Session is for informational purposes on all pieces of work except for the Local Road Safety Plan (LRSP). If the LRSP is not completed by the end of the year, the City will not meet the requirements to apply for the Washington State Department of Transportation City Safety Grant program in January 2024.

ATTACHMENTS:

Attachment A-Issues Matrix Attachment B-Safety Planning Processes Handout Attachment C-Local Road Safety Plan Project Sheets



	Local Road Safety Plan (LRSP)			
Date	Issue	Notes & Recommendations	Next Steps	
2/28/23	How does the layout ADA transition plan apply to our city streets and prior work on sight triangles? (CM Anderson)	Will this include what we already know? What type of projects can the City do on the economy of scale? The LRSP will help refine the recommendations in the ADA Transition Plan (when it is completed) but the LRSP does not address all items required in an ADA Transition Plan.	The ADA Transition Plan for public rights of way will be completed in the future. The work is not required to be complete for the Comprehensive Plan or the Transportation Master Plan but assessment of the existing conditions of ADA compliance is an important task that needs to be accomplished to provide direction of any strategic policies in the TMP.	
2/28/23	What impact does the development of an LRSP have on staff time? (CM Carson)	The LRSP development is required to apply for any WSDOT City Safety Grants and the information would be extremely helpful in providing key information for future grant applications.	N/A	
2/28/23	What does the City expect to get out of the LRSP? (CM Carson)	The LRSP recommendations will be a project list that would support the commitment to Vizion Zero when installed.	N/A	
2/28/23	What are the risks and rewards? (CM Carson)	The risk of not developing a LRSP is that it creates a disadvantage for the City by not having a strategic plan to address fatalities and serious injury crashes. The rewards from having a strategic plan to address these crashes is support documentation for grant applications and future budget discussions.	N/A	
2/28/23	What elements of education will be included? (CM Carson)	The LRSP does not include education because within a typical LRSP project list, the data analyzed does not include whether people are aware of rules of the road or current laws. The data analyzed for the LRSP are crashes over a previous timespan and looking at the major trends.	Education methods or analysis of existing/lack of education programs can be included in the policies set in the TMP Update.	
2/28/23	How will the City promote pedestrians and bicycles co-existing with vehicles? (CM Carson)	The TMP Update will address the existing and future system maps for all travel modes - walking, biking, driving, taking transit, and freight. The LRSP	Continue with TMP Update	

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	Local Road Safety Plan (LRSP)			
Date	Issue	Notes & Recommendations	Next Steps	
		identifies safety concerns specifically with pedestrians and bicycle users in mind, including data analysis of historical crashes involving pedestrians and bikes. This data analysis will directly correspond to possible safety solutions proposed as part of the LRSP and SS4A Safety Action Plan work.		
2/28/23	What will the LRSP do for the existing missing connections? Do we need to rethink some of the older networks and missing connections? (CM Forsythe)	Do we need to reconfigure off-street network or pedestrian walkways? The LRSP reviews collision patterns and identifies locations of safety concern associated with existing facilities. Possible safety treatments that will be developed as part of the LRSP and furthered with the SS4A Safety Action Plan work could include filling existing gaps in the pedestrian or bicycle networks and we will know more about connecting these gaps when this work is complete. This will lay the foundation for the Active Transportation Plan which will identify existing gaps and provide planned future facilities in the pedestrian and bicycle networks. The findings of the LRSP will provide a basis for the needs of the Active Transportation Plan.	Future discussions on this topic will be included in the update to the Bicycle Design Guide Update, the Pedestrian Strategic Plan, and the formal document of the updated Transportation Master Plan.	
2/28/23	Is the City going to look at areas for drop- off/pick-up at transit stops and the light rail stations, Ride Share Zones? (CM Forsythe)	This work would be part of the Transit Strategic Plan and Street System Plan Update. These documents will contribute to the overall TMP goals.	Future discussions on this topic will be included in the Transit Strategic Plan and the formal document of the updated Transportation Master Plan.	
2/28/23	With the SS4A funding, will this be in addition to the already allocated funding made available for the TMP? Will this supplement and free up any of those allocated funds? (CM Kritzer)	Yes. The SS4A is supplementing the funding that was identified for the TMP. Since the work included in the Local Road Safety Plan is specific to fatal and serious injury crashes on arterial streets, the SS4A scope of work would not have occurred if the City was not awarded funding.	N/A	

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	Local Road Safety Plan (LRSP)			
Date	Issue	Notes & Recommendations	Next Steps	
2/28/23	How will the LRSP look at pedestrian zones, school zones, parks? (CM Kritzer, CM Anderson)	Would like to have pedestrian injury data, including fall and trip incidences The LRSP only evaluates crash data currently available. There is not a method to collect fall or trip incidents unless it was included in a police report.	The location of crashes within the pedestrian priority zones and near community destinations will be taken into account in the LRSP project priority framework and the broader SS4A scope of work.	
2/28/23	What is the scope and expectations for the LRSP? Will this include an evaluation of travel speeds and the infrastructure? (CM Fields)	The LRSP includes reviewing available crash data and existing conditions. If speeding had been a risk factor in the data, the project recommendation list would have included elements to help slow down speeds at specific locations.	The TMP Update can include a policy to evaluate travel speeds citywide or to conduct a Speed Management Study.	
2/28/23	Will there be any partnership with the school district and their safety plan? (CM Fields)	The City can coordinate with the school district once a project list has been developed.	Will send LRSP project recommendations to school district for feedback.	
2/28/23	Will there be an education and enforcement component with the LRSP? Example: How the auto community is cautious of bicyclists because of the consequences from enforcement. (CM Fields)	The LRSP does not include education because within a typical LRSP project list, the data analyzed does not include whether people are aware of rules of the road or current laws. The data analyzed for the LRSP are crashes over a previous timespan and looking at the major trends.	The results and recommendations from the LRSP and the SS4A Action Plan can include an education component. Police is responsible for enforcement and TP&E is currently coordinating with the PD Traffic Division for the TMP Update.	
2/28/23	Will we have maps of the crash data? What surprises you about the data? Will the metrics include time of day, lighting, or sight distance? (CM Stuart)	 Would like to align with the outcomes from the Vision Zero Resolution Maps of the crash data will be included in the LRSP. The WSDOT data includes items noted in the collision reports, such as lighting. 	Continue with LRSP and SS4A development.	
6/6/23	Have we looked at turn lanes that allow you to turn without making a complete stop? (CM Forsythe)	The LRSP will review aspects of signalized intersections that affect safety, including the ability for vehicles to make a right-turn on red. This issue varies by location, and every signalized intersection presents its own safety challenges. Signalized intersections are a key aspect of the LRSP and locations with safety concerns due to right turn on red configurations will be included in the review of	Staff from Transportation Planning & Engineering (TP&E) and Traffic Operations & Safety Engineering (TOSE) are working closely to identify potential locations for these applications.	

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	Local Road Safety Plan (LRSP)			
Date	Issue	Notes & Recommendations	Next Steps	
		potential implementation locations for safety improvements.		
6/14/23	What is next for the timeline of other Routes to Rails pilot projects? (CM Kritzer)	The pilot project on Turing Street has been implemented. The pilot project at 79th Street are currently in process with the Public Works Department to implement them on a permanent basis. The timeline of construction is still unknown at this point, but the planning is underway.	The pilot project at 79th Street will be further examined with the finalization of the Local Road Safety Plan and/or the SS4A Action Plan.	
6/14/23	Can Routes to Rails pilot projects scale to different places throughout the city? (CM Kritzer)	Yes, the initial focus is on the winning pilot project at the Heron Rookery Trail. Now that the initial pilot is installed, we are looking into other pilot projects and how they can be implemented. These can be scaled to other locations in the city, and we would focus on the light rail station areas when looking for other locations to implement.	Continue with LRSP and SS4A development.	
6/14/23	When looking at the graph of collisions, there is a relatively low rate of fatality/serious injury collisions. What are locations where issues are occurring (i.e. high speeds or crosswalks)? (CM Carson)	The Local Road Safety Plan identifies high-risk locations based on historical collision data and statistical and spatial patterns of risk factors. Initial analysis shows that risk factors in Redmond include marked crosswalks, signalized intersections, two-way divided roadways, and 30-35 mph roadways	Continue with LRSP and SS4A development.	
6/14/23	Will the Local Road Safety Plan prioritize facilities that have not been recently built or recently approved? (CM Carson)	The Local Road Safety Plan will take the condition of the facility into account when prioritizing improvement project locations.	Continue with LRSP and SS4A development.	
6/14/23	Can we distinguish what serious injury or fatal collisions involve pedestrians vs which involve bikes? Can we see a map of these locations? (CM Forsythe)	Yes, the Local Road Safety Plan will include online mapping tools for staff that show all recent collisions in the City of Redmond and will distinguish by collision type and severity.	Continue with LRSP and SS4A development.	
6/14/23	Regarding the previous question on slip lanes, I have seen drivers speed through them with no regard for pedestrians. (CM Forsythe)	The LRSP can look at collision patterns at intersection slip lanes and can proposed possible improvement projects. Blank-out signs and restricted right turn movements can be possible improvements.	Staff from Transportation Planning & Engineering (TP&E) and Traffic Operations & Safety Engineering (TOSE) are working closely to identify potential locations for these applications.	

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Local Road Safety Plan (LRSP)			
Date	Issue	Notes & Recommendations	Next Steps
6/14/23	What can the City do about the illegal U-turn movement that is done frequently on West Lake Sammamish Parkway NE under SR 520? (CM Carson)	This location is under WSDOT jurisdiction. Public Works staff will coordinate with WSDOT about possible signage suggestions.	No further steps needed.

	Technology Inventory & Assessment			
Date	Issue	Notes & Recommendations	Next Steps	
6/14/23	What information will the consultants provide to us? Where is this data going from here? (CM Carson)	Our consultants are providing an outside unbiased view of our current technology assessment. Their role is to deliver industry standard information that we can use moving forward. They will help us define what is meant by "transportation technology" using current industry standards.	The technology assessment report has been finalized. This will be incorporated into the technology chapter of the TMP.	
6/14/23	Technology is changing rapidly, how will the assessment help us think about what is coming in the future? (CM Fields)	The transportation technology assessment will help the City define what current technologies are in use today and what can be improved or implemented in the future.	The technology assessment report has been finalized. This will be incorporated into the technology chapter of the TMP.	

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Bicycle Design Guide Update			
Date	Issue	Notes & Recommendations	Next Steps
6/14/23	Do we have any Level of Traffic Stress 1 or Level of Traffic Stress 2 areas currently? (CM Forsythe)	Yes, dedicated trails like the Redmond Central Connector and Sammamish River Trail are current LTS 1 facilities in Redmond. The Bicycle Design Guide will include tables that define what elements determine the LTS of a given facility.	Continue finalizing the Bicycle Design Guide and working on the bicycle chapter of the TMP.
6/14/23	Can we create a map of the City's existing Level of Traffic Stress? (CM Fields)	Yes, we have a map of the City's existing LTS. The TMP will include the existing LTS map and future LTS map.	Continue finalizing the Bicycle Design Guide and working on the bicycle chapter of the TMP.
6/14/23	Can we create a before and after map of where bicycle facilities will be implemented? (CM Kritzer)	The Bicycle Design Guide will be a tool to decide what type of bicycle facility could be implemented on a roadway to achieve a desired LTS score.	Continue finalizing the Bicycle Design Guide and working on the bicycle chapter of the TMP.
6/14/23	Can we show graphics of specific examples of bicycle facilities in the City? (CM Kritzer)	Yes, photos of local examples for each LTS score will be included in the updated Bicycle Design Guide.	Continue finalizing the Bicycle Design Guide and working on the bicycle chapter of the TMP.

Safer Streets for All (SS4A) Planning Processes

Local Road Safety Plan (LRSP)

- Consisting of a report that includes historic crash data analysis, patterns of safety concerns, and potential countermeasures for each concern
- Remains at a higher level and begins to develop specific locationbased projects

Central Puget Sound Safety Plan





- Sub-Agreement with PSRC provides the funding for the SS4A Action Plan work
- Consultant Agreement allows the City of Redmond to complete the Localized Safety Action Plan
- PSRC is the lead developing a Regional Safety Plan while each jurisdiction within the sub-agreement (PSRC, Pierce County, and the cities of Redmond, Burien, Everett, Kent, and Tukwila) is developing a Localized Safety Action Plan

- Localized Safety Action
 Plan with prioritized safety improvement projects throughout Redmond
- Consists of a report that develops specific locationbased projects to implement safety improvements
- Includes a list of actionoriented recommendations for implementation
- Projects will provide basis for the City to apply for grant funding

Implementation Grant Funding

- Grant applications that award funding to the projects developed in the Localized Safety Action Plan
- Funding through USDOT's SS4A Grant Funding program
- Additional funding can be awarded through WSDOT's Highway Safety Improvement Plan (HSIP) application

Local Road Safety Plan (LRSP) Process



Crash Data Analysis

- Historic data published by WSDOT, 2018-2022
- Statistical data analysis identifies trends and risk factors above the norm for Western Washington cities
- Spatial data analysis pairs these trends with locationbased factors

Identify Data-Based Risk Factors

- Risk factors specific to Redmond include:
- Pedestrian/bike crashes in existing marked crosswalks
- Signalized intersections
- 30-35 mph roadways
- Two-way divided roadways

Develop Countermeasures

- Rectangular Rapid Flashing Beacons (RRFBs)
- Additional illumination
- Curb extensions
- Leading pedestrian interval and longer walk signal time
- Pedestrian "scrambles"
- Blank-out "No Turn on Red" actuated signage
- Signal timing & channelization improvements

Develop Improvement Project Scopes

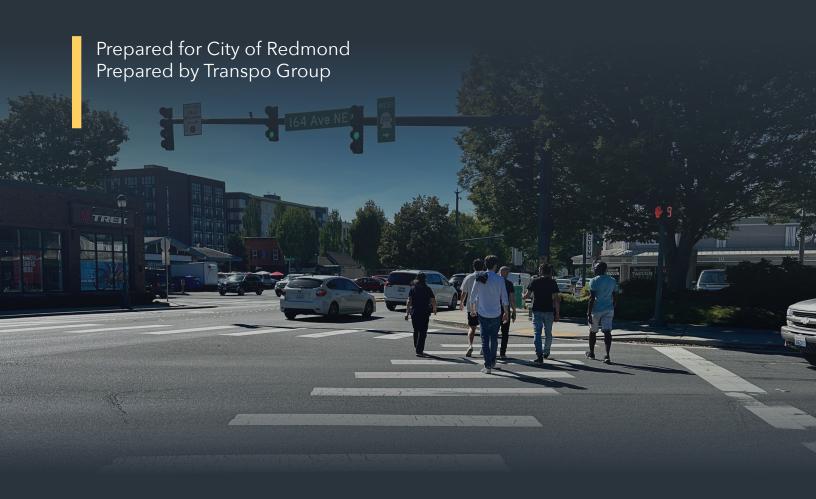
- Match Countermeasures to high-risk locations identified through spatial analysis
- 9 improvement project categories, with improvements at intersection, corridor, and citywide levels
- Project time to construct ranges from 3-6 months to 12-15 months

Next Steps

- Safer Streets for All (SS4A) Action Plan will develop a prioritization process
- SS4A Action Plan will include prioritized list for implementation of projects developed by the LRSP
- City Staff will apply for WSDOT's City Safety Grant funding for project implementation

Local Road Safety Plan

City of Redmond, WA





Risk Factors













Pedestrians in Marked Crossings

A majority of crashes involving pedestrians have occurred in marked crossings. Crossings are the primary location where different modes have potential conflicts. Improvements to increase the visibility of crossings, users in and entering the crossing are a high priority to address a significant risk factor to vulnerable users.

Bikes in Existing Facilities

Redmond has a well-developed bike network, but improvements to incorporate current best practices and guidance on separation and crossing improvements can address a risk factor for crashes with bikes in existing facilities. Risk factors based on crash history are present in both linear and crossing bike facilities.

Crashes at Signalized Intersections

Signalized intersections are complex environments with many demands on the attention of all users. Redmond's signalized intersections represent a risk factor for vehicle and active mode crashes. Improvements to visibility, operations and predictability of signalized intersections can reduce risks and improve overall system safety.

Crashes on 30 mph+ Roadways

Roadways in Redmond with a posted speed limit of 30 mph or greater experience a higher percentage of crashes than similar cities. Faster vehicle speeds can mean less time to react to changing roadway conditions or grant right of way to active mode users. Addressing the risk factors for higher speed roadways could include a study of appro-

Crashes on 2-way Divided Roadways

Median-divided roadways in Redmond are typically associated with higher speeds and are another common risk factor for crashes involving all modes. Identification of countermeasure projects on divided roadways works together with other risk factors to reduce the overall crash risk in the City.

Improper Speed for Conditions

Speed involvement affects not only the risk for a crash occurring, but the severity and outcomes of the crash on people. While Redmond's rate of speed compliance with posted limits in crash data is a positive, there is a common risk factor of improper speed for conditions, indicating a need to address speeds and roadway conditions in inclement weather or in heavy traffic conditions.

High Visibility Crosswalk Markings

Risk Factors













Countermeasures

Expand use of Continental style crossings

Mark crossings at slip lanes and ped islands Green/white combined crossings for multimodal

The use of Continental style crosswalk markings for improved visibility is now the City of Redmond's standard. The larger bars improves the visibility of crossings for drivers and can create contrast with crossing pedestrians compared to thinner crosswalk marking styles. Using green and white combined colors highlights the increased presence of bicycles and widens the crossing for the comfort of all modes. Marking crossings at slip lanes improves driver yielding and visibility of pedestrians.

Updated markings are prioritized at;

- Signalized intersections with existing crosswalks
- Arterial and higher volume collector roadway intersections
- On transit routes (bus and light rail)
- Near schools, parks and other high volume pedestrian generators

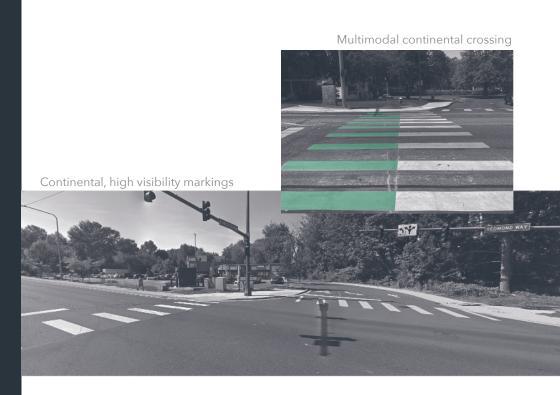
The City has been upgrading crossings, but the following intersections have been identified as a priority for the next round of grant-funded or maintenance upgrades to the current City Standard 311B.

Estimated Project
Construction Cost:
\$15,000-30,000
per intersection

Costs would include marking removal, and new pavement markings at selected intersections

Time to Construct

3-6 months from design kickoff



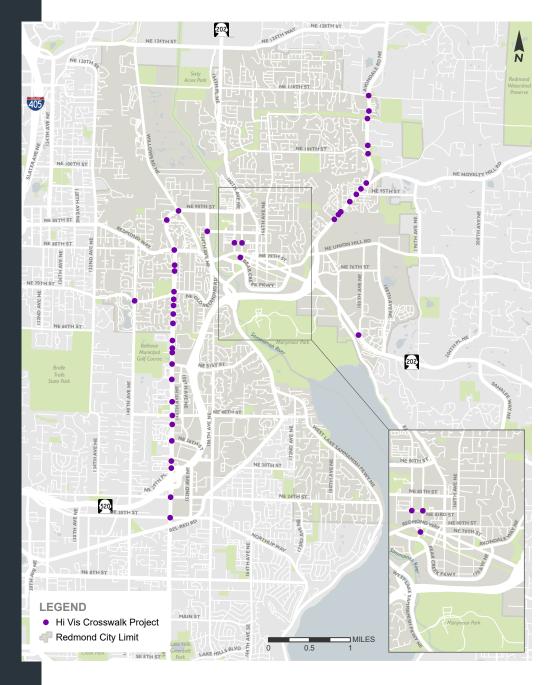
High Visibility Crosswalk Markings

Candidate locations for upgraded markings include:

- Avondale Road (90th to 116th)
- 148th Avenue NE (Willows Rd to 20th)
- 161st/83rd
- 160th/83rd
- 85th/154th
- Willows/90th
- Redmond Way/185th
- Old Redmond Road/148th, 140th

Multimodal continental crossing:

• Bear Creek/161st, Leary



Signalized Crosswalk Improvements & Signage

Risk Factors













Countermeasures

Lighted and actuated warning and blankout turn restriction signage

PM peak turn restrictions

Lead pedestrian interval

Pedestrian "scrambles"

ADA pushbutton and ramp upgrades

Pedestrian and cyclist risk factors in marked crossings varies by time of day. Starting in the evening peak hours, a greater concentration of pedestrian and cyclist-involved crashes occurs in marked crossings. Pedestrians are more often involved in left turn crashes with vehicles, while cyclists are involved in right turn crashes. Lead pedestrian interval, lead cyclist intervals with bike boxes, or turn restrictions limited by time of day, controlled by electronic blank-out signage that can be actuated to pedestrian push buttons or bicycle presence detectors can remove some of the conflicts contributing to historical crashes, while balancing impacts to traffic operations.

Based on the results of traffic studies, restrictions on turns, all-way pedestrian crossing signal phases or "scrambles" where all traffic is held, and lead pedestrian intervals can all assist in increasing pedestrian visibility, considering a range of pedestrian abilities and crossing speeds and improve comfort for users.

Some existing crossings, because of intersection geometry, make visibility of pedestrians in marked crossings difficult from some approaches. Installation of lighted signage actuated to pedestrian push-buttons, combined with leading pedestrian intervals can improve visibility of pedestrians in crossings prior to the permitted movement of traffic.

Estimated Project Construction Cost

\$15,000-100,000

Costs could vary widely depending on the need to upgrade signal control equipment, cost of static and electronic signage, pushbutton upgrades and associated curb ramps, and traffic studies.

Time to Construct:

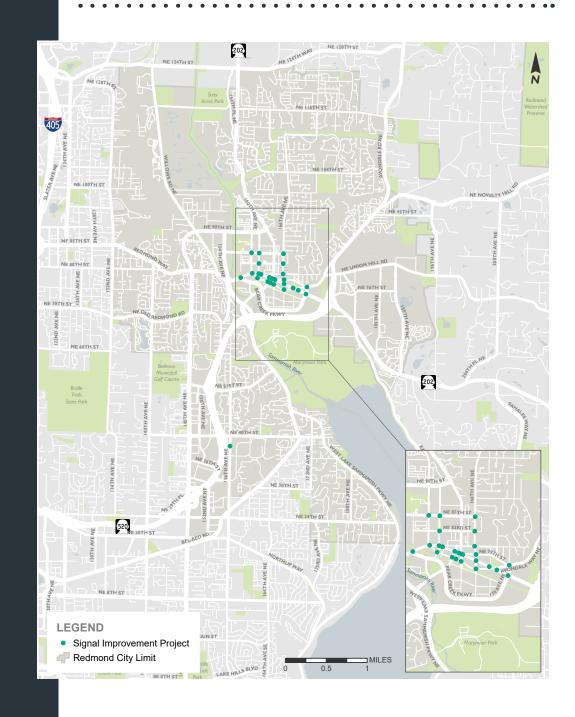
12–15 months from design and traffic study kickoff



Signalized Crosswalk Improvements & Signage

Candidate locations for signalized operational and signing improvements include:

- Redmond Way (all downtown intersections)
- Cleveland Street (all downtown intersections)
- 160th, 161st and 166th, Redmond Way to 85th
- EB Avondale Road at 170th
- EB Redmond Way at Cleveland



High Friction Surface Treatment Program

Risk Factors











Countermeasures

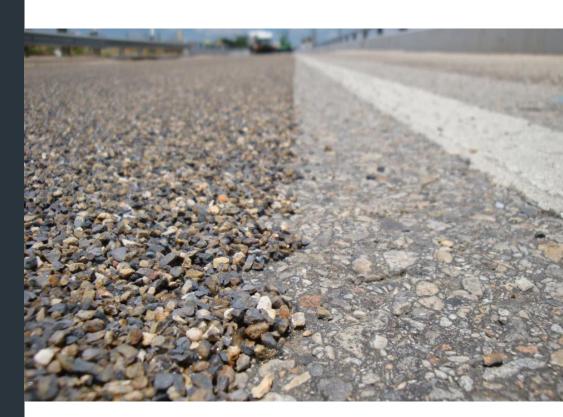
High Friction
Surface Treatment

High friction surface treatments (HFST) are a method of applying higher quality aggregate and binder to an existing roadway to improve vehicle grip in wet conditions as well as dry. The crash history at signalized intersections and higher volume and speed roadways in the City is correlated with wet surface conditions. HFST is a relatively inexpensive method of reducing crash rates, especially in the vicinity of horizontal curves and high-volume intersection approaches.

HSFT does not involve the overlay of long sections of roadway but is a spot treatment applied in critical areas. HFST does require some long-term maintenance in excess of that for a traditional asphalt roadway, but there is a tangible benefit in reduced crash rates that has been demonstrated by pilot and research projects using the treatment.

A HFST program should also include a field assessment of existing pavement conditions to determine the appropriate extents of HSFT to be applied to the candidate roadways identified in the list below.

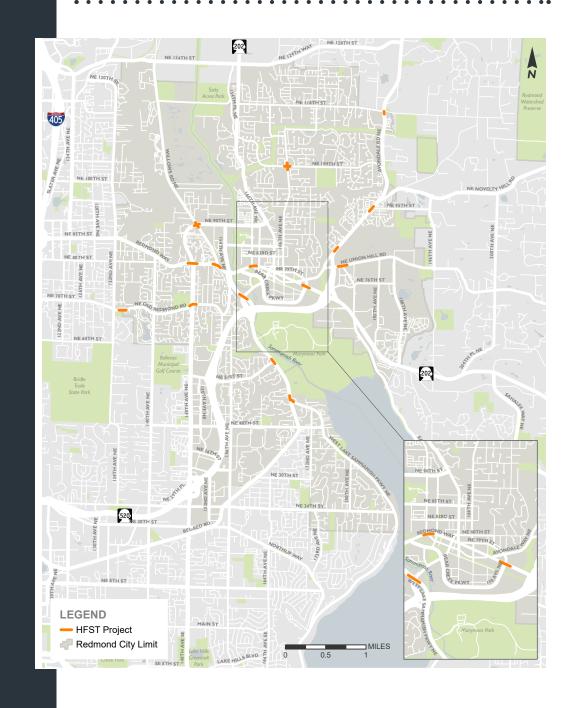
Estimated Project Construction Cost: \$35,000–50,000 per 100 LF depending on roadway curb-to-curb width



High Friction Surface Treatment Program

Candidate locations for spot location installation of HFST include:

- Avondale Road 85th to Avondale Way, NE 95th, south of NE 116th
- 148th and Willows Road
- Union Hill Road 178th Place
- Redmond Way 148th, Willows, Cleveland, Cleveland through 170th,
- West Sammamish Lake Parkway Leary Way, NE 51st, Bel-Red Road
- NE 104th Street and 166th Ave
- Old Redmond Road 148th, 154th, east of Snyder's Corner Park



Enhanced Bike Lane Protection

Risk Factors











Countermeasures

Physical barriers at bike lane buffers

Physical protection of bike lanes can help to avoid incursion by vehicles, improve the comfort of bike lanes for a wider range of users, address conflicts with vehicles approaching intersections, and improve the visibility of bikes and awareness of drivers of the presence of bike lanes. Linear crashes with cyclists in marked bike lanes could be significantly reduced by the increased physical protection.

The use of single unit curbing from vendors, equipped with a vertical reflective marker, significantly increase the visibility of bike lanes, and also provide a physical separation from traffic. The units do require long-term maintenance and potential replacement, but allow for increased protection of existing bike lanes without modification of curbs, hardscape or other more expensive capital improvements. Acquisition of specialized bike lane width cleaning equipment by the City would help to maintain the safety and utility of physically separated bike lanes.

Other low-cost modifications to improve the physical barriers to existing bike lanes, which could be piloted as a demonstration project, would be to flip the location of on-street parking adjacent to bike lanes. Bike lanes would be placed at the curb line, and on-street parking would occur separated from the curb. On-street parking can be accessed without crossing the bike lanes, drivers' doors do not open into bike lanes, and bikes are protected from moving vehicle traffic by the space of the parking lane and any parked vehicles. There is an educational requirement for drivers to avoid parking occurring in the bike lane.

Estimated Project Construction Cost

\$1,000

per 100 LF of bike lane stripe

Spaced at 50 foot intervals, curbs could be installed directly overtop of existing bike lane striping.

Time to Construct.

3–6 months from design kicket



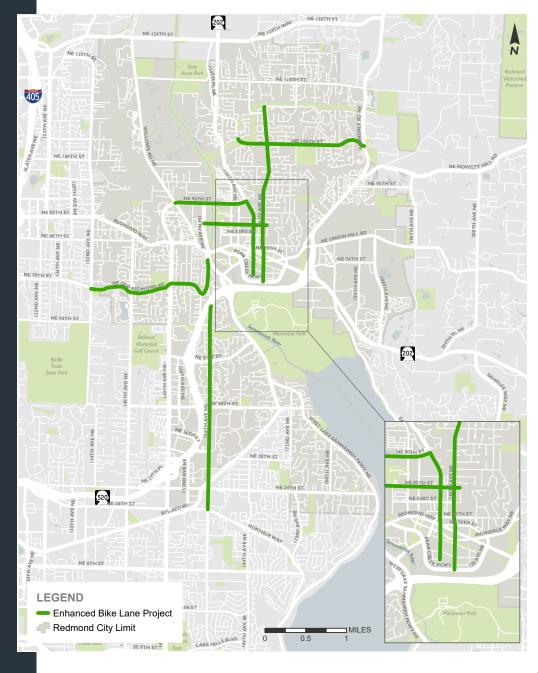
Enhanced Bike Lane Protection

Candidate locations for physical buffers include:

- NE 85th Street
- NE 90th Street
- 164th Avenue NE
- 166th Avenue NE
- 156th Avenue NE
- NE 104th Street
- Old Redmond Road

Candidate locations for flipping on-street parking and bike lanes include:

- NE 85th Street (pilot project potential)
- 156th Avenue NE (pilot project potential)
- NE 104th Street



Bike Lane Relocation

Risk Factors













Countermeasures

Separated bike facilities

Redmond Way has experienced a history of bike crashes at intersections and linearly along the roadway. The existing bike facilities on the roadway consist of marked bike lanes. Current best practices for bike facilities would not recommend the use of striped bike lanes on Redmond Way due to the posted speed limit and traffic volume. To improve the comfort and safety of biking on Redmond Way, a project to relocate the existing curb line would provide for a separated bike facility, and could have a calming effect on vehicle traffic by increasing side friction with a narrower roadway curb-to-curb width.

The relocation of the curb would allow, with some reconstruction of the existing vegetated buffer strip, for either a side-by-side bike and pedestrian facility, a shared use path on both sides of the roadway, or a raised bike lane with the existing sidewalk and vegetated buffer retained in place.

The limits of the raised bike facility would ultimately be between the SR 520 ramps and 187th Avenue. Phasing of the relocated bike facility at logical termini with significant intersections, such as at East Lake Sammamish Parkway and 185th Avenue would allow the City to pursue multiple grant funding sources to implement the project while also making incremental safety and comfort improvements for cyclists.

Estimated Project Construction Cost \$3,000,000+

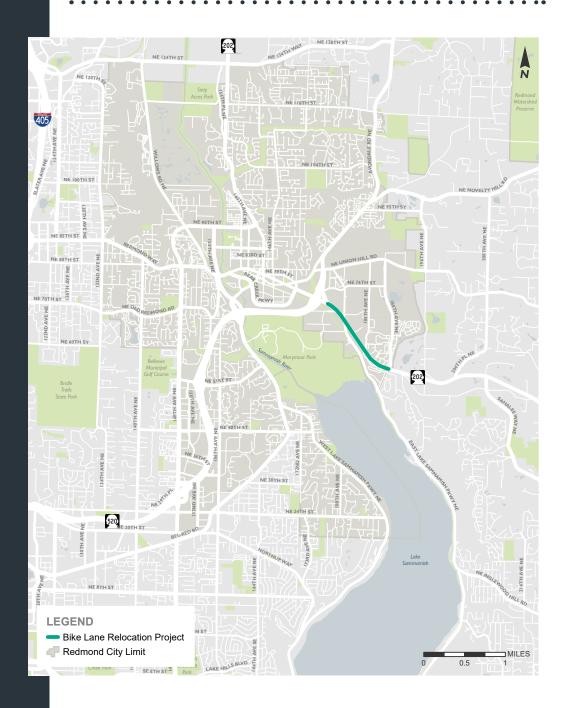
Costs would include curb relocation, stormwater and utility modifications, new buffer strips and bike lane payements.

Time to Construct: 18–24+



Bike Lane Relocation

Avondale Road would also be a strong candidate for a bike lane relocation behind a new curb line to remove the bikes from the higher volume roadway lanes. The historical crash rate for cyclists on Avondale Road is lower than for Redmond Way, but this could be a result of uncomfortable existing conditions that limit the number of cyclists in the corridor. Avondale Road meets the criteria for the risk factors and should be considered as a bike lane relocation project location as well.



Divided Highway, 35 mph+ Limit Intersection Program

Estimated Project
Construction Cost:
\$100,000-\$2,000,000+

Costs will vary depending on the amount of hardscape changes, sidewalk extensions and need for signa equipment replacement

12–24
months from design kickoff

Risk Factors













Countermeasures

Corridor-wide improvements to;

High visibility crosswalk markings

Signal timing

Crosswalk length

The City of Redmond's highest priority risk factors come together in two corridors that meet all of the risk factors and could be upgraded throughout the City to improve comfort and reduce risk of crashes for not only users of the crossings, but vehicle traffic as well.

The recommended program of improvement in each corridor would seek to implement at all existing signalized intersections, one or all of the following projects;

- High visibility crosswalk markings
- Curb extensions using either full height curbs or 2" "truck apron" style curb extensions to avoid impacts to bike facilities and low frequency truck turning movements, to shorten the crossing distance of vehicle lanes.
- Reduce lane widths to shorten the crossing distance.
- Widen sidewalks, add vegetated buffers, and reduce driveway lengths along high volume, higher speed arterials in the vicinity of transit stops.
- Increase pedestrian phase times and/or introduce lead pedestrian interval, especially near transit stops. Update pedestrian pushbuttons and curb ramps for ADA/PROWAG compliance.
- Conduct corridor-wide signal timing or interconnect signals to improve traffic flow at peak hours and reduce congestion that can lead to crashes and risky behaviors to reduce travel times.

Divided Highway, 35 mph+ Limit Intersection Program

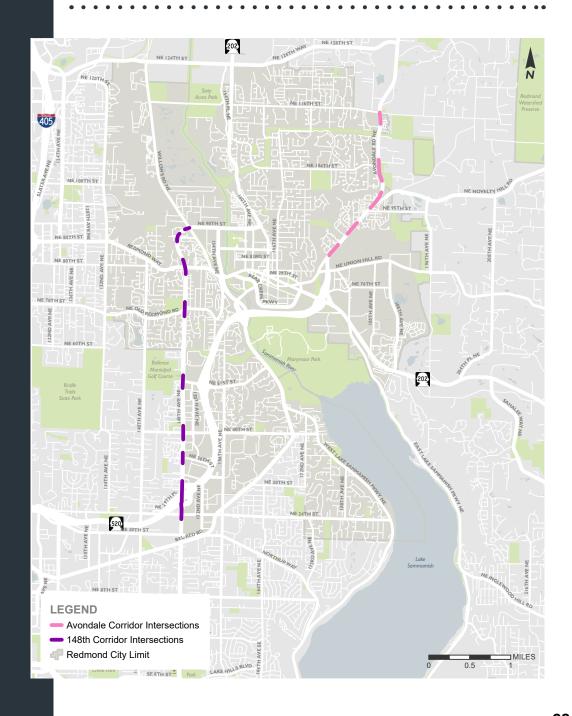
Two corridors are recommended for a full-length program of improvements at signalized intersections:

Avondale Road, including the intersections with

- 116th Street
- 104th Street
- Novelty Hill Road
- 180th Street
- 85th Avenue (new pedestrian signal)

148th Avenue

• All intersections within the City limits



Add Pedestrian Crossings at High Demand Locations

Risk Factors













Countermeasures

Pedestrian crossings with high visibility markings and pedestrian-actuated beacons or signals

Locations at cross streets where there are no existing markings are legal crossings under Washington state law. But, without markings, signage and pedestrian-actuated beacons or signals, unmarked crossings of higher volume or higher speed roadways can be an elevated risk for crashes. The City of Redmond has experienced crashes at unmarked crossings, indicating a demand for crossings that could warrant new enhanced crossings.

Estimated Project Construction Cost (RRFB): \$100,000

Costs include solar powered RRFBs, new curb ramps, markings and signage.

Time to Construct

6–9 months from design kickoff

Estimated Project Construction Cost (Pedestrian Signal)

\$300,000

Costs include a new pedestrian signal, new curb ramps, markings and signage.

Time to Construct

12–15

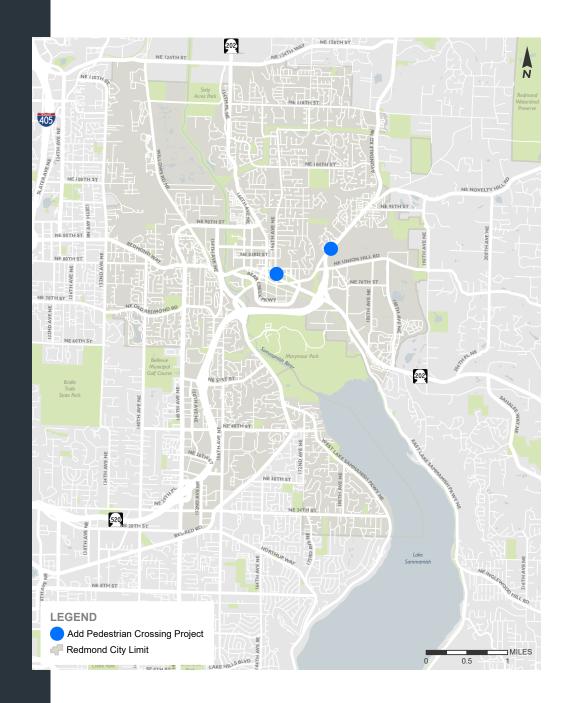
months from design kickof



Add Pedestrian Crossings at High Demand Locations

Candidate locations for new location crossings include:

- Avondale and 85th Street (pedestrian signal)
- 166th Street and 79th Avenue (rectangular rapid flashing beacon) planned City project
- Other locations on transit routes to be identified



Reducing Vehicle Speeds Through Automated Enforcement

Risk Factors













Countermeasures

Automated speed enforcement (compliant with RCW 46.63.170)

The state of Washington recently passed RCW 46.63.170 which grants Cities the authority to install speed cameras where both of the following conditions are met;

- Warranted by a Local Road Safety Plan
- In proximity to certain land uses, including parks and schools.

The City of Redmond's crash history does cite speed in excess of that which would be appropriate for the given conditions in nearly 10% of all crashes. Crashes that cite speed as a contributing factor cite speeds in excess of the posted limits at a significantly lower rate than other cities. The City would be able to pilot an automated speed enforcement system and monitor the impact on nearby crash rates for crashes of all types. Implementation of automated enforcement would likely require policy discussions and a public outreach program prior to implementation.

An automated speed enforcement program would not be intended to replace existing traffic calming programs, such as the Traffic and Pedestrian Safety Program or existing enforcement focuses on local streets.



Costs will be dependent on vendor contracts and scale of public outreach program

outreach program

Time to Construct:

TBD

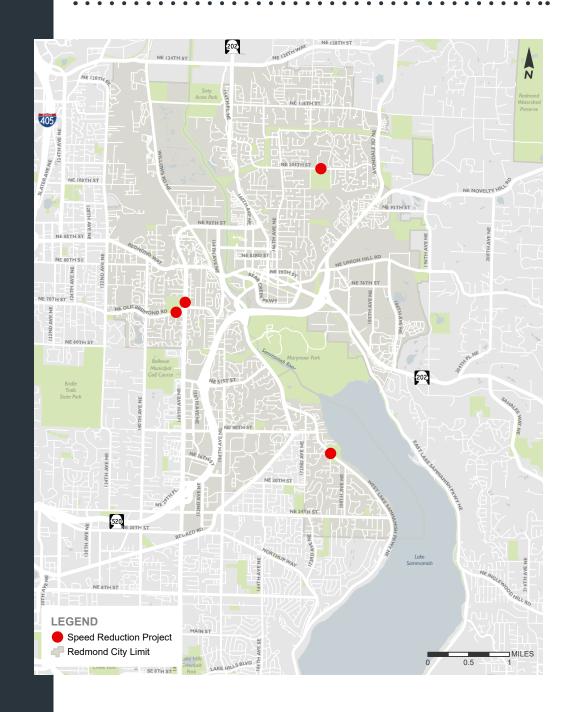


Reducing Vehicle Speeds Through Automated Enforcement

Candidate locations for automated speed enforcement include:

- Old Redmond Road or 148th Avenue NE at Grass Lawn Park
- West Lake Sammamish Parkway at Marymoor Park
- NE 104th Street at Hartman Park

In addition to the locations adjacent to parks, a school zone automated enforcement program can help to reduce speeds in proximity to vulnerable users. School zone enforcement is typically more acceptable to the public, and can help to change the local culture around speeding.



Citywide Speed Limit Study

Risk Factors













Countermeasures

Identify feasibility of reducing speed limits

Reducing speed limits can help reduce a number of risk factors for crashes, but the determination of speed limits is a complex task that balances the roadway physical environment, operating conditions, and passive and active enforcement measures. A comprehensive citywide speed limit study would help the City to identify where existing speed limits may be able to be reduced based on existing conditions without significant investment in physical modification to the roadway, or enforcement.

A citywide study of speed limits could also identify locations where physical modifications of higher volume arterial roadways, which are not candidates for traditional physical traffic calming devices, would be warranted in order to provide passive enforcement of a lower speed limit. The speed limit study could help to identify other high priority safety capital projects related to speed reduction for addressing crash risk factors.

Estimated Project Cost: \$150,000

Costs include acquisition of current speed data, field study of existing conditions, an analysis of potential changes in speed limits that are warranted by existing conditions, and identification of conceptual projects to modify the roadway environment of arterials that are identified for lower speed limits.





City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 11/6/2023 File No. CM 23-594

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

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Glenn B. Coil	Senior Planner

TITLE:

Development Impact Fees - 2024 Annual Indexing

OVERVIEW STATEMENT:

Impact fees are one-time charges collected by the City from new commercial and residential developments to fund fire, park, school, and transportation facilities needed to accommodate growth. Impact fees are authorized in RMC 3.10.

Staff recommends that the City Council adopt an ordinance indexing impact fees for inflation as authorized in RMC 3.10 for fees that are set by the City. City set fees fund fire, park, and transportation facilities.

Indexing or updating Redmond's impact fees annually allows the rates to keep pace with inflation to maintain the purchasing power of these impact fees and to help provide the capital facilities necessary to serve growth in Redmond. RMC 3.10 establishes the indexes and procedures that the City Council may apply annually to index or update Redmond's impact fees.

The City also collects school impact fees on behalf of the Lake Washington School District (LWSD) by interlocal agreement. School impact fees, calculated by LWSD, reflect a proportionate share of the costs of school-related system improvements that are reasonably related to new development.

For 2024,

- Fire impact fees will increase by 6.55%,
- Park impact fees will increase by 8.31%,
- Transportation impact fees will increase by 6.93%, and
- School impact fees will have a significant decrease in 2024. Fees for single-family homes will decrease from \$18,610 to \$5,149 per unit, and fees for multifamily units will decrease from \$3,586 to \$352.

In addition, transportation impact fees for daycares have been revised to be equal to the rates for miscellaneous retail, consistent with a change in state law.

Date: 11/6/2023 Meeting of: Committee of the Whole - Planning and Public Works	File No. CM 23-594 Type: Committee Memo
☑ Additional Background Information/Description of Proposal Attached	
REQUESTED ACTION:	

□ Approve

☒ Provide Direction

REQUEST RATIONALE:

Relevant Plans/Policies:

☐ Receive Information

Comprehensive Plan policies CF-14 and CF-17 concerning impact fees

Required:

N/A

Council Request:

N/A

Other Key Facts:

RMC 3.10 authorizes the annual indexing of impact fees.

2006 interlocal agreement between the City and LWSD governs the collection, distribution, and expenditure of school impact fees.

OUTCOMES:

Impact fees:

- Contribute toward public infrastructure that is needed to accommodate population and employment growth.
- Can only be used to pay for system improvements. System improvements must be reasonably related to the new development and must benefit the new development.
- Cannot be used to pay for private facilities that solely benefit the development or to correct existing deficiencies in public infrastructure.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• Timeline (previous or planned):

October - December 2023

Outreach Methods and Results:

Staff will inform the development community about the recommended changes via the City's e-newsletter (Plans, Policies and Regulations e-news) and on the Development Service Center webpage.

Feedback Summary:

No feedback received at this time.

BUDGET IMPACT:

Total Cost:

\$4,616,401 is the total value of the Community and Economic Development offer, which funds staff work related to indexing impact fees.

Date: 11/6/2023 Meeting of: Cor	3 mmittee of the Whole - Planni	File No. CM 23-594 Type : Committee Memo				
Approved in cui	rrent biennial budget:	⊠ Yes	□ No	□ N/A		
Budget Offer No 000040 - Comm	umber: unity and Economic Developr	nent				
Budget Priority: Vibrant and Con						
Other budget in If yes, explain: N/A	npacts or additional costs:	□ Yes	□ No	⊠ N/A		
Funding source General Fund	(s):					
Budget/Funding N/A	g Constraints:					
☐ Addition	nal budget details attached					
COUNCIL REVIE	<u>w</u> :					
Previous Contac	ct(s)					
Date	ate Meeting			Requested Action		
	Item has not been preser	Item has not been presented to Council				
Proposed Upcor	ming Contact(s)					
Date	Meeting			Requested Action		
11/21/2023	Business Meeting			Approve		

Time Constraints:

Changes to impact fees are effective **January 1, 2024**. Timely adoption of the fees provides staff, developers, residents, and other interested parties an opportunity to prepare for fee changes associated with the development review process and ensures that new system improvements can be funded through impact fees.

ANTICIPATED RESULT IF NOT APPROVED:

If the Council chooses not to index impact fees for 2024, the fees will remain at 2023 levels, resulting in underfunding system improvements needed to address population and employment growth. Not updating fees for schools would also lead to a significant overcollection of fees for the Lake Washington School District.

ATTACHMENTS:

Attachment A: Proposed 2024 Fire, Park, School, and Transportation Impact Fees

Attachment B: 2024 Impact Fees Indexing Ordinance



CITY OF REDMOND

PROPOSED 2024 FIRE, PARK, SCHOOL, AND TRANSPORTATION IMPACT FEE RATE INCREASE

The City's municipal code authorizes the Council to update the rates annually to keep pace with inflation.

The 2024 City impact fee rate increases are based on a three-year moving average change from 2021 to 2023 in the indexes specified in <u>RMC 3.10</u> — from August to August or the closest three consecutive 12-month time periods immediately prior to January 1, 2024.

Fire Consumer Price Index-Urban (CPI-U)/Seattle 6.55%

Parks Building Cost Index (BCI) and CCI Average/Seattle 8.31%

Transportation Construction Cost Index (CCI)/Seattle **6.93**%

School Impact Fees: The City of Redmond also collects development impact fees on behalf of Lake Washington School District (LWSD). The methodology to determine these rates are described in the LWSD's 2023-28 Six-Year Capital Facilities Plan.

SCHOOL IMPACT FEES				
Land Use	2024 Rate			
Single-family dwelling unit	\$5,149.00			
Multi-family dwelling unit	\$352.00			

FIRE IMPACT FEES				
Land Use	Units	2024 Impact Fee (per unit)		
Single-Family Residences	1 housing unit	\$148.78		
Mobile Homes and Detached Single- Family Manufactured Homes	1 housing unit	\$177.71		
Multi-Family Residences	1 housing unit	\$251.30		
Residential Suites	1 residential suite	\$125.66		
Offices	1,000 sq. ft. of GFA	\$208.06		
Retail Trade	1,000 sq. ft. of GFA	\$239.84		
Manufacturing	1,000 sq. ft. of GFA	\$24.57		
PARKS IMPACT FEES				



Land Use	Units	2024 Impact Fees (per unit)
Single-Family Residences (inclusive of Mobile Homes and Detached Single-Family Manufactured Homes)	1 housing unit	\$6,372.96
Multi-Family Residences	1 housing unit	\$4,424.24
Residential Suite	1 residential suite	\$2,404.63
Offices	1,000 sq. ft. of GFA	\$1,726.33
Retail Trade	1,000 sq. ft. of GFA	\$765.87
Manufacturing	1,000 sq. ft. of GFA	\$776.99

TRANSPORTATION IMPACT FEES				
Residential Land Uses	2024 Impact Fees (per unit)			
		Downtown UC *	\$7,626.50	
Single Family	Dwelling	Overlake UC *	\$7,889.55	
		Rest of City	\$9,335.59	
		Downtown UC	\$5,356.43	
Multiple Family	Dwelling	Overlake UC	\$5,541.19	
		Rest of City	\$6,556.80	
		Downtown UC	\$3,266.84	
Residential Suites	Residential Suite	Overlake UC	\$3,379.52	
		Rest of City	\$3,998.93	
		Downtown UC	\$2,447.30	
Retirement Community	Dwelling	Overlake UC	\$2,531.71	
		Rest of City	\$2,995.74	
		Downtown UC	\$1,994.10	
Nursing Home	Bed	Overlake UC	\$2,062.88	
		Rest of City	\$2,440.97	
		Downtown UC	\$1,540.90	
Congregate Care/Assisted Living	Dwelling	Overlake UC	\$1,594.04	
		Rest of City	\$1,886.20	
		Downtown UC	\$7,183.06	
Hotel/Motel	Room	Overlake UC	\$7,430.82	
		Rest of City	\$8,792.76	



Institutional Land Uses	Units		2024 Impact Fees
		Downtown UC	\$631.45
Elementary School	Student	Overlake UC	\$653.23
		Rest of City	\$772.95
		Downtown UC	\$615.66
High School	Student	Overlake UC	\$636.89
		Rest of City	\$753.62
		Downtown UC	\$4.07
Church/House of Worship	Per sq. ft. of GFA	Overlake UC	\$4.21
		Rest of City	\$4.99
		Downtown UC	\$5.86
Hospital	Per sq. ft. of GFA	Overlake UC	\$6.07
		Rest of City	\$7.17
Retail Shopping Center Land Uses	Units		2024 Impact Fees
		Downtown UC	\$24.43
Up to 99,999 ft ²	Per sq. ft. of GLA	Overlake UC	\$25.26
		Rest of City	\$29.90
		Downtown UC	\$23.31
100,000 ft ² – 199,999 ft ²	Per sq. ft. of GLA	Overlake UC	\$24.11
		Rest of City	\$28.54
		Downtown UC	\$21.33
200,000 ft ² – 299,999 ft ²	Per sq. ft. of GLA	Overlake UC	\$22.07
		Rest of City	\$26.11
		Downtown UC	\$20.56
300,000 ft ² and Over	Per sq. ft. of GLA	Overlake UC	\$21.27
		Rest of City	\$25.16
		Downtown UC	\$15.53
Car Sales – New/Used	Per sq. ft. of GFA	Overlake UC	\$16.08
		Rest of City	\$19.02
		Downtown UC	\$174.82
Convenience Market	Per sq. ft. of GFA	Overlake UC	\$180.85
		Rest of City	\$214.01
Free Standing Discount Store	Per sq. ft. of GFA	Downtown UC	\$17.37



		Overlake UC	\$17.97
		Rest of City	\$21.27
		Downtown UC	\$2.00
Furniture Store	Per sq. ft. of GFA	Overlake UC	\$2.07
		Rest of City	\$2.45
		Downtown UC	\$20.62
Miscellaneous Retail	Per sq. ft. of GFA	Overlake UC	\$21.33
		Rest of City	\$25.25
		Downtown UC	\$52.70
Supermarket	Per sq. ft. of GFA	Overlake UC	\$54.53
		Rest of City	\$64.51
			2024 Impact
Services Land Uses	Units		Fees
		Downtown UC	\$90.07
Bank/Savings and Loans	Per sq. ft. of GFA	Overlake UC	\$93.17
		Rest of City	\$110.25
		Downtown UC	\$26,693.04
Carwash	Stall	Overlake UC	\$27,613.75
		Rest of City	\$32,674.91
		Downtown UC	\$20.62
Daycare	Per sq. ft. of GFA	Overlake UC	\$21.33
		Rest of City	\$25.25
		Downtown UC	\$26.38
Health Club/Racquet Club	Per sq. ft. of GFA	Overlake UC	\$27.29
		Rest of City	\$32.29
		Downtown UC	\$40.58
Library	Per sq. ft. of GFA	Overlake UC	\$41.99
		Rest of City	\$49.68
		Downtown UC	\$441.06
Movie Theater	Seat	Overlake UC	\$456.27
		Rest of City	\$539.90
		Downtown UC	\$62.38
Post Office	Per sq. ft. of GFA	Overlake UC	\$64.53
		Rest of City	\$76.35
Service Station	Fuel position	Downtown UC	\$41,125.51



Industrial Land Uses	Units		Fees
Industrial Land Uses	Units		2024 Impact
		Rest of City	\$31.89
Medical Office/Clinic	Per sq. ft. of GFA	Overlake UC	\$26.95
		Downtown UC	\$26.05
	·	Rest of City	\$21.83
300,000 ft ² and Over	Per sq. ft. of GFA	Overlake UC	\$18.45
		Downtown UC	\$17.83
		Rest of City	\$23.29
200,000 ft ² – 299,999 ft ²	Per sq. ft. of GFA	Overlake UC	\$19.68
		Downtown UC	\$19.02
		Rest of City	\$26.69
100,000 ft ² – 199,999 ft ²	Per sq. ft. of GFA	Overlake UC	\$22.55
		Downtown UC	\$21.80
		Rest of City	\$31.05
Up to 99,999 ft ²	Per sq. ft. of GFA	Overlake UC	\$26.24
		Downtown UC	\$25.37
Administrative Office Land Oses	- Critics		Fees
Administrative Office Land Uses	Units		2024 Impact
			ŞJ4.37
. restaurant	. 51 34.16.01 3170	Rest of City	\$54.37
Restaurant	Per sq. ft. of GFA	Overlake UC	\$45.95
		Downtown UC	\$148.14 \$44.41
i ast i oou nestaurant	r er sq. it. Of GFA	Rest of City	\$125.18
Fast Food Restaurant	Per sq. ft. of GFA	Overlake UC	\$121.01
		Downtown UC	Fees
Restaurant	Units		2024 Impact
		Rest of City	\$36,776.28
Service Station/Minimart	Fuel position	Overlake UC	\$31,079.84
		Downtown UC	\$30,043.56
		Rest of City	\$50,341.68
		Overlake UC	\$42,544.04



		Overlake UC	\$12.32
		Rest of City	\$14.58
		Downtown UC	\$10.43
Industrial Park	Per sq. ft. of GFA	Overlake UC	\$10.80
		Rest of City	\$12.77
		Downtown UC	\$3.93
Warehousing/Storage	Per sq. ft. of GFA	Overlake UC	\$4.06
		Rest of City	\$4.81
		Downtown UC	\$2.33
Mini Warehouse	Per sq. ft. of GFA	Overlake UC	\$2.41
		Rest of City	\$2.86
Alternate Impact Fee Assessment*	Units		2024 Impact Fees
Cost per Person Mile of Travel (PMT)	Mile of travel per person		\$3,852.95

^{*} Downtown UC and Overlake UC refer to Downtown Urban Center and Overlake Urban Center, respectively.

CODE

CITY OF REDMOND ORDINANCE NO.

ORDINANCE OF THECITY OF REDMOND, WASHINGTON, AMENDING REDMOND MUNICIPAL CODE CHAPTER 3.10, SUBSECTION 3.10.080(B), FIRE IMPACT FEES SCHEDULE, SUBSECTION 3.10.080(C), SCHEDULE, IMPACT FEES SUBSECTION 3.10.080(D), SCHOOL IMPACT FEES, SUBSECTION 3.10.100(C), TRANSPORTATION IMPACT FEE SCHEDULE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Redmond Municipal Code Chapter 3.10 establishes the indexes and procedures that the City Council may apply annually to index or update Redmond's impact fees; and

WHEREAS, indexing or updating Redmond's impact fees annually allows the rates to keep pace with inflation to maintain the purchasing power of these impact fees and to help provide the capital facilities necessary to serve growth in Redmond; and

WHEREAS, the Board of Directors of the Lake Washington School District adopted the Six-Year Capital Facilities Plan 2023-2028 for the Lake Washington School District #414 on June 20, 2023; and

WHEREAS, the City of Redmond desires to apply the indexes for the fire, parks and transportation impact fees and the updates for the school impact fees for 2024; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Page	1	of	11	Ordinance	No.
_				AM	No.

 $\underline{\text{Section 1}}$. $\underline{\text{Classification}}$. This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2. Amendment of Subsection. RMC 3.10.080(B), Fire Impact Fee Schedule, is hereby amended to read as follows:

3.10.080 Calculation of park, fire, and school impact fees using adopted impact fee schedules.

(B) Fire Impact Fee Schedule. The following fire impact fees shall be paid for each unit of use or development:

FIRE IMPACT FEES

Land Use	Units	Impact Fee That Shall Be Paid per Unit
Single-family residences	1 housing unit	\$139.64 \$148.78
Mobile homes and detached single-family manufactured homes	1 housing unit	\$166.79 \$177.71
Multi-family residences	1 housing unit	\$235.86 \$251.30
Residential suites	1 residential suite	\$117.94 \$125.66
Offices	1,000 square feet of gross floor area	\$195.28 \$208.06
Retail trade	1,000 square feet of gross floor area	\$225.10 \$239.84
Manufacturing	1,000 square feet of gross floor area	\$23.06 <u>\$24.57</u>

Page	2	of	11	Ordinance	No
				AM	No.

Note 1: Land uses are defined in RMC 3.10.030, Definitions. Amendments to this fee schedule shall be adopted by the City Council by ordinance.

Note 2: Fire impact fees may be indexed to allow for a fee adjustment each January 1. The January 1 adjustment to the fire impact fees shall be determined by calculating changes in the Consumer Price Index over the three consecutive 12-month September 1 to August 31 time periods immediately prior to January 1, or the closest three consecutive 12-month time periods immediately prior to January 1.

Section 3. Amendment for Park Impact Fee Schedule. RMC Subsection 3.10.080(C), Park Impact Fee Schedule, is hereby amended to read as follows:

3.10.080 Calculation of park, fire, and school impact fees using adopted impact fee schedules.

(C) Park Impact Fee Schedule. The following park impact fees shall be paid for each unit of use or development:

PARK IMPACT FEES

Land Use	Units	Impact Fee That Shall Be Paid per Unit
Single-family	1 housing unit	\$5,884.24
residences		\$6 , 372.96
(including mobile		
homes and detached		
single-family		
manufactured		
homes)		

Page 3 of 11 Ordinance No. _____AM No.

Multi-family residences	1 housing unit	\$4,084.96 \$4,424.24
Residential suites	1 residential suite	\$2,220.23 \$2,404.63
Offices	1,000 square feet of gross floor area	\$1,593.94 \$1,726.33
Retail trade	1,000 square feet of gross floor area	\$707.14 \$765.87
Manufacturing	1,000 square feet of gross floor area	\$717.40 <u>\$776.99</u>

Note 1: Land uses are defined in RMC 3.10.030, Definitions. Amendments to this fee schedule shall be adopted by the City Council by ordinance.

Note 2: Park impact fees may be indexed to allow for a fee adjustment each January 1. The January 1 adjustment to the park impact fees shall be determined by calculating changes in the average of the Building Cost Index and the Construction Cost Index (published by the Engineering News Record) over the three consecutive 12-month September 1 to August 31 time periods immediately prior to January 1, or the closest three consecutive 12-month time periods immediately prior to January 1.

Section 4. Amendment of Subsection. RMC 3.10.080(D), School Impact Fees, is hereby amended to read as follows:

3.10.080 Calculation of park, fire, and school impact fees using adopted impact fee schedules.

(D) School Impact Fees. The following school impact fees shall be paid for each unit of use or development; provided, that such impact fees shall be imposed only so long as the City of Redmond and the Lake Washington

Page 4	of	11	Ordinance	No.
			AM	No.

School District remain parties to an interlocal agreement under which the City agrees to impose such fees. If the interlocal agreement is terminated for any reason, the City shall no longer collect school impact fees under this section.

School impact fees shall be based on the Lake Washington School District's (LWSD) most recent Six-Year Capital Facility Plan (CFP) as set forth below:

SCHOOL IMPACT FEES

Land Use	Units	Impact Fee Basis	Impact Fee That Shall Be Paid per Unit
Single-family residences (including mobile homes and detached single-family manufactured homes)	1 housing unit	2022-2027 2023-2028 LWSD CFP approved on 6/06/22 6/20/23	\$18,610.00 \$5,149.00
Multi-family residences	1 housing unit	2022-2027 2023-2028 LWSD CFP approved on 6/06/22 6/20/23	\$3,586.00 \$352.00

Note: School impact fee rates for January 1, 2013, and each subsequent January 1, may be updated to 100% of the rates set in the most recent Lake Washington School District CFP, as determined by the City Council.

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Section 5. Amendment of Subsection. RMC 3.10.100(C), Transportation Impact Fee Schedule, is hereby amended to read as follows:

3.10.100 Calculation of transportation impact fees using adopted impact fee schedule.

(C) Transportation Impact Fee Schedule. The following transportation impact fees shall be paid for each unit of use or development:

Fee Schedule		Cost Per Unit			
	Standard of	Downtown Urban	Overlake Urban		
Land Uses	Measure ^{1,2,3}	Center	Center	Rest of City	
Residential	,				
Single-family	dwelling	\$7,132.37 \$7,626.50	\$7,378.38 \$7,889.55	\$8,730.72 \$9,335.59	
Multi-family	dwelling	\$5,009.38 \$5,356.43	\$5,182.16 \$5,541.19	\$6,131.97 \$6,556.80	
Residential Suites	residential suite	\$3,055.17 \$3,266.84	\$3,160.56 \$3,379.52	\$3,739.83 \$3,998.93	
Retirement Community	dwelling	\$2,288.74 \$2,447.30	\$2,367.68 \$2,531.71	\$2,801.64 \$2,995.74	
Nursing Home	bed	\$1,864.90 \$1,994.10	\$1,929.22 \$2,062.88	\$2,282.82 \$2,440.97	
Congregate Care/Asst Living	dwelling	\$1,441.06 \$1,540.90	\$1,490.76 \$1,594.04	\$1,763.99 \$1,886.20	
Hotel/Motel	room	\$6,717.66 \$7,183.06	\$6,949.36 \$7,430.82	\$8,223.06 \$8,792.76	

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				AM	No.	

Commercial - Serv	ices			
Bank/Savings & Loan	sq ft/GFA	\$84.23 \$90.07	\$87.13 \$93.17	\$103.10 \$110.25
Carwash	Stall	\$24,963.55 \$26,693.04	\$25,824.62 \$27,613.75	\$30,557.86 \$32,674.91
Day Care	sq ft/GFA	\$64.15 \$20.62	\$66.37 \$21.33	\$78.54 \$25.25
Health Club/Racquet Club	sq ft/GFA	\$24.67 \$26.38	\$25.53 \$27.29	\$30.20 \$32.29
Library	sq ft/GFA	\$37.95 \$40.58	\$39.27 \$41.99	\$46.46 \$49.68
Movie Theater	seat	\$412.48 \$441.06	\$426.71 \$456.27	\$504.92 \$539.90
Post Office	sq ft/GFA	\$58.34 \$62.38	\$60.34 \$64.53	\$71.41 \$76.35
Service Station	fuel position	\$38,460.93 \$41,125.51	\$39,787.55 \$42,544.04	\$47,079.97 \$50,341.68
Service Station/Minimart	fuel position	\$28,096.99 \$30,043.56	\$29,066.13 \$31,079.84	\$34,393.49 \$36,776.28
Commercial - Inst:	itutional	1		
Elementary School	student	\$590.54 \$631.45	\$610.90 \$653.23	\$722.87 <u>\$772.95</u>
High School	student	\$575.77 \$615.66	\$595.63 \$636.89	\$704.80 \$753.62
Church	sq ft/GFA	\$3.81 \$4.07	\$3.94 \$4.21	\$4.66 <u>\$4.99</u>

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Hospital	sq ft/GFA	\$5.48 \$5.86	\$5.67 \$6.07	\$6.70 <u>\$7.17</u>
Commercial - Rest	aurant			
Fast Food Restaurant	sq ft/GFA	\$113.17 \$121.01	\$117.07 \$125.18	\$138.54 \$148.14
Restaurant	sq ft/GFA	\$41.54 \$44.41	\$42.97 \$45.95	\$50.85 \$54.37

Commercial - Retail Sh	Commercial - Retail Shopping Center						
up to 99,999	sq ft/GLA	\$22.84 \$24.43	\$23.63 <u>\$25.26</u>	\$27.96 \$29.90			
100,000-199,999	sq ft/GLA	\$21.80 <u>\$23.31</u>	\$22.55 \$24.11	\$26.69 \$28.54			
200,000-299,999	sq ft/GLA	\$19.95 \$21.33	\$20.64 \$22.07	\$24.42 <u>\$26.11</u>			
300,000 and over	sq ft/GLA	\$19.22 \$20.56	\$19.89 <u>\$21.27</u>	\$23.53 <u>\$25.16</u>			
Supermarket	sq ft/GFA	\$49.28 <u>\$52.70</u>	\$50.99 \$54.53	\$60.33 <u>\$64.51</u>			
Convenience Market	sq ft/GFA	\$163.50 <u>\$174.82</u>	\$169.13 \$180.85	\$200.14 <u>\$214.01</u>			
Free Standing Discount Store	sq ft/GFA	\$16.25 <u>\$17.37</u>	\$16.80 <u>\$17.97</u>	\$19.89 <u>\$21.27</u>			
Miscellaneous Retail	sq ft/GFA	\$19.28 \$20.62	\$19.95 <u>\$21.33</u>	\$23.62 \$25.25			
Furniture Store	sq ft/GFA	\$1.88 \$2.00	\$1.93 <u>\$2.07</u>	\$2.29 \$2.45			
Car Sales - New/Used	sq ft/GFA	\$14.53 \$15.53	\$15.04 \$16.08	\$17.79 \$19.02			
Commercial - Administr	ative Offic	ce					

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up to 99,999	sq ft/GFA	\$23.72 \$25.37	\$24.54 \$26.24	\$29.04 \$31.05
100,000-199,999	sq ft/GFA	\$20.39	\$21.09	\$24.96
		\$21.80	\$22.55	<u>\$26.69</u>
200,000-299,999	sq ft/GFA	\$17.79	\$18.41	\$21.78
		<u>\$19.02</u>	<u>\$19.68</u>	<u>\$23.29</u>
300,000 and over	sq ft/GFA	\$16.67	\$17.25	\$20.41
		<u>\$17.83</u>	\$18.45	<u>\$21.83</u>
Medical Office/Clinic	sq ft/GFA	\$24.36	\$25.21	\$29.82
		\$26.05	\$26.95	<u> \$31.89</u>
Industrial				
Light	sq ft/GFA	\$11.13	\$11.52	\$13.64
Industry/Manufacturing		\$11.90	\$12.32	\$14.58
Industrial Park	sq ft/GFA	\$9.75	\$10.10	\$11.94
		\$10.43	\$10.80	<u> \$12.77</u>
Warehousing/Storage	sq ft/GFA	\$3.68	\$3.80	\$4.50
		\$3.93	\$4.06	\$4.81
Mini Warehouse	sq ft/GFA	\$2.18	\$2.25	\$2.67
		\$2.33	\$2.41	\$2.86

Notes:

Note 1: Land uses are defined in RMC 3.10.030, Definitions. Amendments to this fee schedule shall be adopted by the City Council by ordinance.

Note 2: Transportation impact fees may be indexed to allow for a fee adjustment each January 1. The January 1 adjustment to the transportation impact fees shall be determined by calculating changes in the Construction

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¹ For uses with standard of measure in square feet, trip rate is given as trips per 1,000 square feet, and impact fee is dollars per square foot.

² GLA = Gross Leasable Area

³ GFA = Gross Floor Area

Cost Index (published by the Engineering News Record) over the three consecutive 12-month September 1 to August 31 time periods immediately prior to January 1, or the closest three consecutive 12-month time periods immediately prior to January 1.

Note 3: Cost per Mobility Unit (PMT) is \$3,603.31 \$3,852.95, effective January 1, 2023 2024.

Section 6. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 7. Effective Date. This ordinance shall take effect on January 1, 2024, after publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 21st day of November, 2023.

	CITY OF REDMOND
	ANGELA BIRNEY, MAYOR
ATTEST:	

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CHERYL Xanthos, MMC, CITY CLERK	(SEAL)
APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY	
JAMES HANEY, CITY ATTORNEY	
FILED WITH THE CITY CLERK: PASSED BY THE CITY COUNCIL:	
SIGNED BY THE MAYOR:	
PUBLISHED:	
EFFECTIVE DATE:	
ORDINANCE NO.	

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City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 11/6/2023 Meeting of: Committee of the Whole - Pla		CM 23-591 ommittee Memo	
TO: Committee of the Whole - Planning a FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):	nd Public Works		
Planning and Community Development	Carol Helland	425-556-2107	
DEPARTMENT STAFF:		•	
Planning and Community Development	Seraphie Allen	Deputy Director	
Planning and Community Development	Philly Marsh	Economic Development Ma	nager
TITLE: Economic Development Strategic Plan Da OVERVIEW STATEMENT:	ita Analysis Findings and	d Strategic Themes	
On November 28, staff have scheduled a key data findings and strategic themes to guiding document for the City's Economic Additional Background Informati	o inform continued stak c Development Program	keholder engagement, and strate า.	
REQUESTED ACTION:			
☐ Receive Information	☑ Provide Direction	☐ Approve	
 Relevant Plans/Policies: Redmond Comprehensive Plan: Comprehensive Plan Required: N/A Council Request: N/A Other Key Facts: N/A 	This plan will advance t	the Economic Vitality policies set	through the Redmond

OUTCOMES:

The Economic Development Strategic Plan process draws on previous studies and reports, current quantitative and

Date: 11/6/2023	File No. CM 23-591
Meeting of: Committee of the Whole - Planning and Public Works	Type: Committee Memo
qualitative data, and best practices to develop an aligned and organized su City of Redmond's economic development program implementation over t	9

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• Timeline (previous or planned):

The Economic Development Strategic Plan kicked off in August and is currently in the Data Analysis and Community Stakeholder Engagement Phase. A final strategic plan is anticipated in April 2024.

Outreach Methods and Results:

A questionnaire available in five languages is currently active. Focus groups are currently scheduled for December. Information about the project and how to get involved can be found at Economic Development Devel

 Feedback Summary: N/A

Βl	JDG	FT II	MP	AC1	r :

Total Cost.

Total Cost.
The consultant contract was approved by Council on July 18, 2023, for \$80,850. Staff working on this 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: <i>If yes, explain</i> : N/A	□ Yes	⊠ No	□ N/A
Funding source(s): American Rescue Plan Act (ARPA) (\$60,000) General Fund			
Budget/Funding Constraints: N/A			
☐ Additional budget details attached			

Date: 11/6/2023 File No. CM 23-591

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

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/18/2023	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/28/2023	Study Session	Provide Direction

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

None



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 11/6/2023 Meeting of: Committee of the Whole - Pla	anning and Public Works		File No. CM 23 Type: Commit	
TO: Committee of the Whole - Planning a FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):	and Public Works			
Planning and Community Development	Carol Helland	425.5	56.2107]
DEPARTMENT STAFF:				_
	Jason Lynch	Deputy Director]
Planning and Community Development	Andy Chow	Planning Manage	er	
Planning and Community Development	Pat Lyga	Senior Engineerii	ng Technician	
OVERVIEW STATEMENT: Rosewood Court is a subdivision final pl proposed to subdivide 10.53 acres into 5 one for affordable housing, and two for pedestrian trail, and access and utilities. judicial decision made by the City Counci	51 single-family residentian r low-cost housing, and so The decision to approve l.	al lots, including 10 I six tracts for open s or disapprove the Ro	ots for size-limite pace, native grov	ed dwelling units, wth protection, a
☐ Additional Background Informat	ion/Description of Propo	sai Attached		
REQUESTED ACTION:				
☐ Receive Information	☑ Provide Direction	☐ Approve		
REQUEST RATIONALE:				

• Relevant Plans/Policies:

N/A

Required:

RZC 21.74.030.G

4. Review - City Council. The City Council shall review the final plat at a public meeting, according to the decision criteria for final plats set forth in RZC 21.74.030.C, Decision Criteria for Approval of Final Subdivisions, of this chapter. No public hearing shall be required. Notice of the public meeting at which the final plat will be considered will be mailed to the applicant and to any person who was a party of record to the preliminary plat proceedings at least ten days in advance of the meeting. If the City Council

Date: 11/6/2023 File No. CM 23-592 Meeting of: Committee of the Whole - Planning and Public Works **Type:** Committee Memo

> approves the final plat, the Mayor shall be authorized to inscribe and execute the written approval on the face of the plat map. If the City Council denies the final plat, the final plat will be returned to the applicant with reasons for denial and conditions for compliance.

Council Request:

N/A

Other Key Facts:

The Rosewood Court preliminary plat was approved with conditions by the Hearing Examiner on November 19, 2021. The Rosewood Court engineering plans were approved on September 30, 2022. The Rosewood Court final plat was submitted by applicant for staff review on August 16, 2023. Staff has reviewed the list of conditions outlined in the Hearing Examiner's November 19, 2021, Findings Conclusions, and Decision and determined that the final plat of Rosewood Court conforms to those conditions and all other requirements set forth under RCW 58.17.170 and RZC 21.74.030.C. The applicant presented and the City accepted a financial guarantee for the installation of all plat improvements. Final plat approval does not imply acceptance of improvements.

OUTCOMES:

Approval of the final plat will allow the applicant to record the final plat with the King County Recorder and thus create new lots and apply for building permits.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

Timeline (previous or planned):

N/A

Outreach Methods and Results:

Feedback Summary:

N/A

DІ	IDGFT	INAD	ACT
nı	11 Map 1	HVIP	41 I

BUDGET IMPACT:			
Total Cost: There is no fiscal impact associated with this fir adopted budget.	nal plat. Staff wo	rking on Rosewo	od Court are funded through the
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A
Budget Offer Number: 0000042-Development Services			
Budget Priority : Vibrant and Connected			
Other budget impacts or additional costs: If yes, explain:	☐ Yes	□ No	⊠ N/A

Date: 11/6/2023 Meeting of: Committee of the Whole - Planning and Public Works	File No. CM 23-592 Type: Committee Memo	
N/A		

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
12/5/2023	Business Meeting	Approve

Time Constraints:

Final plat approval followed by recording of the final plat are necessary prerequisites to obtaining building permits within this subdivision, and the applicant would like to obtain building permits as soon as possible.

ANTICIPATED RESULT IF NOT APPROVED:

Applicant will not be able to record the final plat which is a prerequisite to obtaining building permits within this subdivision.

ATTACHMENTS:

Attachment A: Ordinance Attachment B: Vicinity Map

Attachment C: Hearing Examiner's Decision

CITY OF REDMOND ORDINANCE NO.

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, APPROVING THE FINAL PLAT OF ROSEWOOD COURT PURSUANT TO RCW 58.17.170 AND RZC 21.74.030, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Redmond has received an application for approval of the final plat of Rosewood Court, and

WHEREAS, final plat approval is addressed under RZC 21.74.030, which requires that the Redmond City Council adopt findings in support of its decision and approve the final plat.

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

Section 1. Findings adopted. The Redmond City Council adopts the following findings in support of its approval of the ROSEWOOD COURT final plat:

- 1. The Redmond Hearing Examiner conditionally approved the related Rosewood Court Subdivision Preliminary Plat on November 19, 2021. The Hearing Examiner's Findings, Conclusions, and Decision contains conditions incorporated as shown in Attachment C.
- 2. The applicant submitted the Rosewood Court final plat for review on August 16, 2023.
- 3. Under RCW 58.17.170 and RZC 21.74.030(G), final plat approvals require City Council approval.

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- 4. Under RCW 58.17.170 and RZC 21.74.030(C), the criteria to be used by the City Council in determining whether to grant final plat approval are:
 - A. whether the final plat substantially conforms to all terms, conditions and provisions of the preliminary approval; and
 - B. whether the final plat contains a dedication to the public of all common improvements, including but not limited to streets, roads, sewage disposal systems, storm drainage systems, and water supply systems which were a condition of approval. The intention to dedicate shall be evidence by the owner's presentment of a final plat showing the dedication, and the acceptance by the City shall be evidenced by the approval of the final plat; and
 - C. whether the final plat meets the requirements of RZC 21.74, applicable state laws, and all other local ordinances adopted by the City which were in effect at the time a complete application for preliminary plat approval was filed.
- 5. The City staff has reviewed the final plat of Rosewood Court and has advised the Council that the final plat conforms to all terms and conditions of preliminary plat and contains a dedication to the public of all common improvements. Based on the staff review, the Council finds that the final plat meets the first and second criteria for approval.
- 6. At the time of preliminary plat approval, the Redmond Hearing Examiner determined that, as conditioned, the preliminary plat met the requirements of the state subdivision laws, the State Environmental Policy Act, and the subdivision approval requirements of the RZC. No evidence has been presented to change this determination. The City Council therefore finds that the final plat meets the third criteria for approval.
- Section 2. Approval of final plat. The final plat of Rosewood Court is hereby approved, subject to fulfilling any late-

Page 2 of 3 Ordinance No. _____ AM No. 21-

comer agreements and posting of any performance guarantees as determined by the Director of Public Works.

Section 3. Effective date. This ordinance shall take effect and be in full force five days after its passage and publication of a summary as provided by law.

ADOPTED by the Redmond City Council this ____ day of _____, 2023.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM:

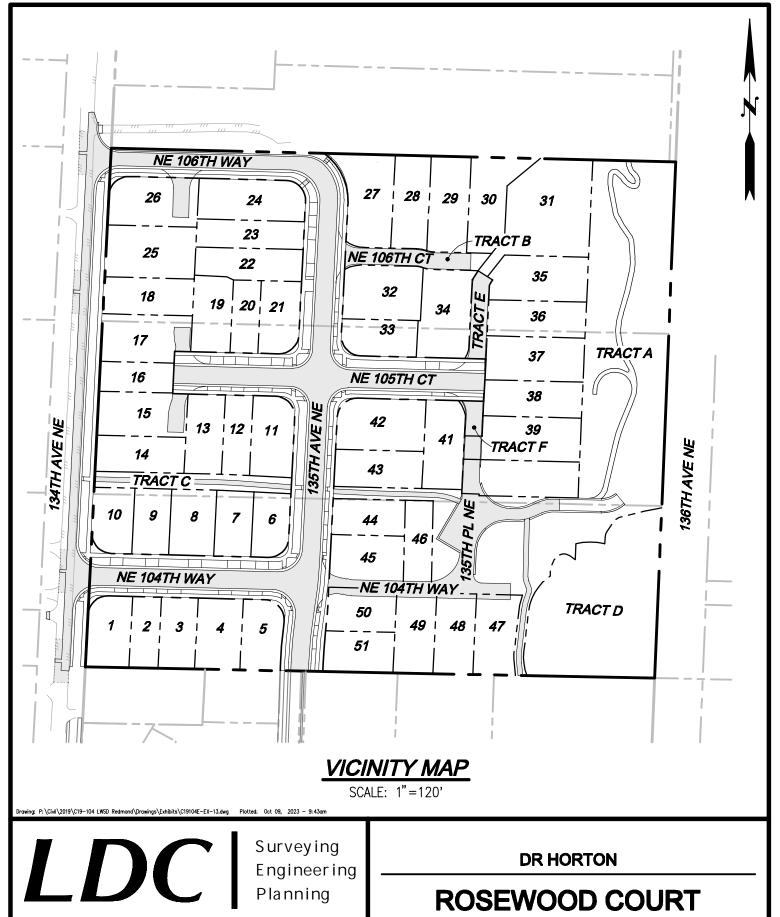
ORDINANCE NO:

JAMES E. HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:

Page 3 of 3 Ordinance No. ___

AM No. 21-



Tumwater

F 425.482.2893

Kent

T 425.806.1869

Woodinville

www.LDCcorp.com

20210 142nd Avenue NE Woodinville, WA 98072

VICINITY MAP

BEFORE THE CITY OF REDMOND HEARING EXAMINER

In the Matter of the Application of SSHI, LLC dba DR Horton)	LAND-2019-01105/PR-2019-01534
)	Rosewood Court
For a Preliminary Plat)	FINDINGS, CONCLUSIONS, AND DECISION

SUMMARY OF DECISION

The request for approval of a preliminary plat to subdivide 10.53 acres into 51 single-family residential lots and six tracts is **GRANTED** subject to conditions.

SUMMARY OF RECORD

Request:

SSHI, LLC dba DR Horton (Applicant) requested approval of a preliminary plat to subdivide 10.53 acres into 51 single-family lots, including 10 lots for size-limited dwelling units, one for affordable housing, and two for low-cost housing, and six tracts for open space, native growth protection, a pedestrian trail, and access and utilities. The subject property is addressed as 10428 and 10612 134th Avenue NE in Redmond, Washington.

Hearing Date:

The Redmond Hearing Examiner conducted a virtual open record hearing on the request on November 1, 2021. The record was held open through November 3, 2021 to allow any members of the public having difficulty joining the virtual hearing to submit written comments, with time scheduled for written responses by the parties. Post-hearing public comment was timely submitted, and the Applicant and the City were provided until November 5, 2021 to submit a written response. The response was timely submitted, and the record closed on November 5, 2021.

Testimony:

At the open record hearing, the following individuals presented testimony under oath:

Scott Reynolds, Planner, City of Redmond
Mark Villwock, Civil Engineer, Applicant representative
Apurva Dalia
Paul Sandoval
Tim Kehrli
Min Luo, Transportation Engineer, City of Redmond
Heba Awad, Utility Engineer, City of Redmond
Matt Palmer, P.E., Gibson Traffic

Exhibits:

At the open record hearing the following exhibits were admitted in the record:

- 1. Technical Committee Report, with the following attachments:
 - 1. Determination of Completeness
 - 2. General Application
 - 3. SEPA Application Form
 - 4. SEPA Determinatoin of Non-Significance Certificate of Posting with Checklist
 - 5. Vicinity Map
 - 6. Plan Set
 - 7. Notice of Application, Certificate of Public Notice, and Public Notice
 - 8. Neighborhood Notice, Presentation and Notes
 - 9. Public Comments
 - 10. Stormwater Report
 - 11. Traffic Study
 - 12. Critical Area Report
 - 13. Geotechnical Report
 - 14. Notice of Public Hearing and Certificates of Posting
 - 15. Arborist Report
 - 16. Geological Hazard Area Exception Review
- 2. City PowerPoint Presentation
- 3. Public comment, including:
 - a. Email from Apurva Dalia, dated November 20, 2019, with responses from Heba Awad and Scott Reynolds
 - b. Email from Apurva Dalia, dated October 15, 2021, with response from Scott Reynolds
 - c. Email from Paul Sandoval, dated October 28, 2021, with response from Scott Reynolds
 - d. PowerPoint presentation from Tim and Katherine Kehrli
 - e. Email from Tim and Katherine Kehrli, dated October 12, 2021, with response from Scott Reynolds, and additional email correspondence between Tim Kehrli and Scott Reynolds through November 1, 2021
- 4. Post-hearing email from Mishra Prashant, dated November 1, 2021, with City/Applicant response, dated November 3, 2021

After considering the testimony and exhibits submitted, the Hearing Examiner enters the following findings and conclusions:

FINDINGS

- 1. SSHI, LLC dba DR Horton (Applicant) requested approval of a preliminary plat to subdivide 10.53 acres into 51 single-family lots, including 10 lots for size-limited dwelling units, one for affordable housing, and two for low-cost housing, and six tracts for open space, native growth protection, a pedestrian trail, and access and utilities. The subject property is addressed as 10428 and 10612 134th Avenue NE in Redmond, Washington. 1 Exhibits 1, 1.2, and 1.6.
- 2. The preliminary plat application was submitted and determined to be complete on November 6, 2019. *Exhibits 1 and 1.1*.
- 3. The subject property is located in the Willows/Rose Hill Neighborhood and is zoned Residential Innovative (RIN) Single-Family Urban Residential. *Exhibit 1, page 3*. The purpose of the RIN zone is as follows:

The RIN Single-Family Urban Residential zone is intended to promote single-family housing consisting of smaller dwelling units to respond to changing household sizes and ages. It will provide opportunities for households of various sizes, ages, and incomes to live in a neighborhood by promoting diversity in the size, type, and price of new single-family homes. Also, this zone will blend new development with existing residential development to help maintain neighborhood character, particularly in neighborhoods with a predominance of small to moderately sized homes. The zone will help to provide appealing and active streetscapes that promote a more walkable and enjoyable neighborhood experience. The density allowed within the zone shall be four to five dwelling units per gross acre depending on the size of the site and the size of dwellings proposed.

Redmond Zoning Code (RZC) 21.08.070.A.

4. The City of Redmond Comprehensive Plan contains policies to allow new development only where adequate public facilities and services can be provided (LU-3), promote attractive, friendly, safe, quiet, and diverse residential neighborhoods (LU-28) designed to be consistent with sustainable design standards, landscaping requirements, and building design guidelines (HO-15), promote a mix of housing for all income levels (HO-34), and encourage the dispersal of affordable housing throughout the City (HO-36). Planning Staff submitted that the project would be consistent with applicable Comprehensive Plan goals and policies. *Exhibit 1, pages 17-19*.

¹ The legal description of the subject property is a portion of the northwest quarter of the southwest quarter of Section 34, Township 26 North, Range 5 East, W.M., King County, Washington; also known as Assessor Parcel Numbers 1246700090, 1246700100, and 1246700080. *Exhibits 1.2 and 1.6*.

- 5. The subject property consists of three undeveloped parcels, which are bordered by 134th Avenue NE to the west and 136th Avenue NE to the east. A hazardous liquid pipeline and electrical transmission lines cross the eastern portion of the property. Properties to the south and west are zoned RIN and are developed with single-family residences. Properties to the north are zoned R-1 (Single-Family Constrained) and RIN and include single-family residences and critical areas. The land to the east is zoned R-1 and consists of undisturbed critical areas. *Exhibits 1 and 1.6*.
- 6. There is a 2,096 square foot Category III wetland in the southeast corner of the subject property, within the easement occupied by the pipeline and the overhead electric transmission lines. Also, an isolated segment of an intermittent Class IV stream flows from the wetland to the right-of-way to the east of the subject property. The City's critical areas ordinance (CAO, RZC 21.64) requires an 80-foot wide buffer from the edge of the Category III wetland, but allows the buffer to be reduced to 60 feet with implementation of impact avoidance measures. The CAO requires a 25-foot buffer for the stream. The Applicant proposes to reduce the wetland buffer to 60 feet along the west side of the wetland (between the wetland and proposed development) and maintain the standard 80-foot buffer elsewhere. In support of the buffer reduction request, the Applicant provided documentation from a qualified wetland professional as to the project's compliance with the impact minimization measures of RZC Table 21.64.030.A.3, which address lighting, noise, toxic runoff, stormwater runoff, change in water regime, pets and human disturbance, and dust. Some of the strategies proposed include: installing a split-rail fence along the buffer edge and privacy fences along the perimeter of the new lots; establishing a covenant limiting use of pesticides within 150 feet of the wetland; and enhancing the buffer with native plantings. At present, the wetland and stream buffers are in a disturbed condition, with vegetation consisting largely of invasive species. RZC 21.64.010.Q.1 requires previously disturbed areas to be planted. The Applicant proposes to enhance the buffer in two zones, with Zone 1 plantings of native trees and shrubs within the 7,473 square feet of buffer to the west of the wetland and outside of the pipeline/overhead transmission line easement, and Zone 2 plantings of lower-growing native shrubs within the 13,910 square feet of buffer located within the easement, to ensure compatibility with the overhead transmission lines. The pipeline corridor would be maintained in grass, as it is presently. According to the Applicant's environmental consultant, the planting plan would significantly improve wetland buffer functions and values. The wetland, stream, and buffers would be preserved within a Native Growth Protection Area (Tract D). Exhibit 1.12.
- 7. There are steep slopes meeting the criteria for a landslide hazard area in the vicinity of the wetland in the southeast corner of the site and along the northern site boundary. RZC 21.64.060 requires a 50-foot buffer from the top of landslide hazard area slopes, but the buffer may be reduced to a minimum of 15 feet when a qualified professional demonstrates through technical studies that the reduction will adequately protect the proposed and surrounding development from the critical landslide hazard. The Applicant submitted a geotechnical report that included an evaluation of the landslide hazard slopes. The conclusion was that the slopes are stable and that the buffer could be reduced to 15 feet, plus a 10-foot building setback. With respect to the slopes in the northern portion of

the site, the slope and required buffer encroach into proposed Lots 27, 28, 29, 30, and 31. The slope and buffer, plus additional area to allow for tree retention, would be preserved within a native growth protection easement (NGPE). A split-rail fence would demarcate the NGPE boundaries. The slopes adjacent to the wetland in the southeast corner of the property with their buffers would be preserved within Tract D. *Exhibits 1, 1.6, 1.12, 1.13, and 1.16.*

- 8. According to development standards applicable to the RIN zone, the maximum base density (not including bonus units) is five dwelling units per acre, or 52.5 dwelling units for the 10.53-acre site. Although a density bonus is available for providing affordable housing, the proposed 51 dwelling units comply with the RIN density standard without the bonus. *Exhibit 1.6; RZC 21.08.070*.
- 9. Per RZC 21.20.030.C, at least 10% of the units in new housing developments of more than 10 dwelling units must be designated affordable housing units (i.e., affordable to households earning 80% of the area median income adjusted for household size, spending no more than 30% of income on housing expenses). If "low-cost" affordable housing is provided (i.e., affordable to households earning 50% of the area median income), each low-cost affordable housing unit counts as two affordable housing units for the purpose of satisfying RZC 21.20.030.C. In this case, five affordable housing units are required. The Applicant proposes to meet the requirement by providing two low-cost affordable units (counting as four affordable units) and one affordable unit. *Exhibits 1 and 1.6*.
- 10. RZC 21.08.360.C requires that subdivisions of more than 30,500 feet within the RIN zone provide an amount of smaller dwelling units equal to the greater of (1) 20% of the number of proposed dwelling units excluding bonuses, or (2) 20% of the net buildable area multiplied by the site's allowed density. In this case, the first calculation yields the greater number of smaller dwelling units (10). The smaller dwelling unit requirement can be met by providing a size-limited dwelling (i.e., maximum 1,900 square feet in area), a two-unit attached dwelling unit, or a cottage. The Applicant proposes to provide 10 size-limited dwellings to comply with RZC 21.08.060.C. These would be distributed throughout the plat. *Exhibits 1 and 1.6*.
- 11. The proposed lots have been designed to satisfy the bulk dimensional standards of the RIN zone. The average lot size would be 5,360 square feet (a minimum of 4,000 square feet is required), and the lot width circle would be at least 35 feet (a minimum of 35 feet is required. The minimum lot frontage for each lot would be 20 feet (a minimum of 20 feet is required), with the exception of Lot 31, which would be a flag lot with 14 feet of frontage pursuant to the reduction authorized by RZC 21.08.170.G.2. Compliance with the setback, building separation, lot coverage, and building height standards applicable to the zone would be determined at the time of building permit application review. *Exhibits 1 and 1.6*.
- 12. The proposed subdivision is subject to the architectural, site, and landscape design standards of RZC 21.08.180. For many of the standards, such as variety in building design, garage placement, and modulation and articulation, compliance with the

- standards would be determined at the time of building permit review. With respect to open space, landscaping, and street design, the Applicant has submitted plans demonstrating compliance with the requirements. *Exhibits 1 and 1.6*.
- 13. The Applicant has submitted an open space plan demonstrating compliance with the minimum 20% of lot area open space requirement of the RIN zone. For the proposed plat, the minimum required open space is 54,400 square feet, including 13,600 square feet (25% of the open space requirement) for active recreation. The Applicant proposes 131,046 square feet of open space, including 27,389 of open space on individual lots (at least 10% of the area of each lot) and 103,657 square feet of common open space within Tracts A, C, and D. Active open space of 22,528 square feet would be provided in Tract A. Open space amenities would include a sport court and walking trails. Exhibits 1 and 1.6 (sheet OSC-07, 66 of 70).
- 14. Redmond Zoning Code 21.72 requires that all healthy landmark trees and 35% of all healthy significant trees be retained.³ The subject property contains one healthy landmark tree and 64 healthy significant trees. The Applicant proposes to retain the landmark tree and 23 of the significant trees, resulting in a significant tree retention rate of 36%. As required by RZC 21.72.090.B.2, the Applicant proposes to replace the removed significant trees at a 1:1 ratio. *Exhibits 1 and 1.15.*⁴
- 15. The zoning code requires that new subdivisions provide landscaping along the perimeter of the site to soften the transition between new and existing dwelling units when the proposed dwellings are directly adjacent to developed lots or can be viewed from public streets or parks. *RZC 21.08.180*. The proposal includes native tree retention and street trees along the northern site boundary and new trees along the southern site boundary, adjacent to existing residential development, and street trees along 134th Avenue NE along the western site boundary. The eastern portion of the property would consist of open space, with some areas of native tree retention, and the PSE transmission lines, with

² The factual record regarding open space calculations contains inconsistencies that were not explained in the materials or testimony. The open space compliance plan (Exhibit 1.6, Sheet 66 of 70) contains multiple differing numbers for total open space including lots, stating both 131,046 and 131,851 square feet without clarifying this discrepancy. The staff report calls out a total of 36% of the site area as open space, but it is not clear what figures that calculation is derived from. Using the smaller total open space, 103,657 square feet common open space is 38.1% of the total lot area. The per-lot open space equals 10.069% of the total lot area. Using the smaller figures, the total open space provided (common areas and within the lots) is 131,046 square feet, which is 48.17% of the total lot area and 28.6% of the gross site area. By any calculation, open space provided exceeds all minimum requirements.

³ Pursuant to RZC 21.78, landmark trees are those that are greater than 30 inches in diameter at breast height and significant trees are those that are between six and 30 inches in diameter at breast height.

⁴ The figures in this finding were taken from the arborist's report at Exhibit 1.15 (May 25, 2021); however, that report contains internally inconsistent information and information that also conflicts with the tree plan in the plan set at Exhibit 1.6 (Sheet TP-01, 51 of 70, October 17, 2019). The arborist's report was prepared more recently and is presumed to be more up to date. However, even if the smaller number of trees is saved (22 in the tree plan at Exhibit 1.6, versus 23 in Exhibit 1.15), that still satisfies the minimum 35% significant tree retention code requirement.

- vegetated steep slopes behind them. City Staff have determined that the proposal meets the perimeter landscaping requirements. *Exhibits 1 and 1.6*.
- 16. RZC 21.26 contains setback requirements applicable to hazardous liquid pipelines. The required setback is 25 feet from the edge of the pipeline easement, but the Administrator may determine that the setback should be measured from the pipeline instead of the easement, or reduce the setback based on site-specific conditions. The setback from the pipeline should be at least 30 feet. In this case, there are two natural gas pipelines, which are situated within the westernmost part of the pipeline easement. Consistent with the setback standards, the Applicant proposes a 30-foot setback between the pipeline and adjacent development to the west. Lots 31 and 35 through 40 and Tracts A and D would be affected. With respect to the residential lots, the first 15 feet of the setback would be contained within an easement dedicated to the homeowners association for protection, and the easement boundary would be fenced and signed. Development proposed within Tract A, including a pedestrian trail, stormwater outfalls, and a maintenance road, are exempt from the setback requirement. *Exhibits 1 and 1.6*.
- 17. Access to the subdivision would be from 134th Avenue NE via two new public streets identified as Roads A and B on the preliminary plat map. *Exhibit 1.6.* Access to individual lots within the plat would be from an internal network of public streets and private access tracts, including Roads A, B, and C and Tracts B, E, and F. Road B would extend to the southern property line to allow connection to development to the south. The 134th Avenue NE frontage and the new streets would be improved to City standards, including sidewalks, ADA-accessible curb ramps, planter strips, and street lighting. A 10 -foot wide sidewalk and utility easement would be provided along the east side of 134th Avenue NE and along the internal public streets. Easements would be provided for proposed public trails in Tracts A and C. *Exhibits 1 and 1.6*.
- 18. Access to and egress from the neighborhood as a whole (including the subject property and surrounding residences) is limited to 132nd Avenue NE via NE 104th Street or NE 100th Street to the south of the subject property (see Exhibit 1.11, Figure 1 for map depicting the street system in the vicinity). In the project vicinity, 132nd Avenue NE is within the Kirkland city limits. The intersections of 132nd Avenue NE / NE 104th Street / NE 100th Street are both unsignalized; only the eastern legs of these intersections are within the City of Redmond. All of the traffic generated by the development must use one of these two unsignalized intersections to enter or exit the neighborhood. In their written comments and testimony at the hearing, residents of the surrounding neighborhood described high volumes of traffic on 132nd Avenue NE, making it difficult to safely make left turns out of the neighborhood. Residents described having to wait minutes to make a left turn during peak hours, and having seen or been aware of accidents at the intersections. In addition, NE 104th Street is a substandard street, in that it is narrow and lacks sidewalks. Exhibits 1, 1.9, 3a, 3c, 3d, and 1.11; Testimony of Min Luo, Apurva Dalia, Paul Sandoval Testimony, and Tim Kehrli.
- 19. Based on the rates established in the Institute of Transportation Engineers' manual *Trip Generation*, *10th Edition* + *Supplement* (2020), the proposed subdivision is expected to

- generate 481 new average daily vehicle trips, including 38 new AM peak hour trips and 51 new PM peak hour trips. It is further expected that 45% of the trips would travel to and from the north along 132nd Avenue NE, 45% of the trips would travel to and from the south on 132nd Avenue NE, and 10% of the trips would travel to and from the west from 132nd Avenue NE on NE 104th Street. *Exhibit 1.11*.
- 20. The Applicant's traffic engineer evaluated the proposal's impact on the four intersections most affected by the development, which would be 134th Avenue NE / NE 104th Street, 132nd Avenue NE / NE 104th Street, 132nd Avenue NE / NE 100th Street, and 134th Avenue NE / Road A. The analysis considered 2019 traffic count data (due to unreliability of traffic counts during the pandemic), a 2% annually compounding background growth rate, and pipeline projects in the vicinity. The study arrived at the following levels of service with project traffic. During the PM peak hour, the intersection of 134th Avenue NE / NE 104th Street is expected operate at level of service (LOS) A (9.5 seconds of delay) under projected 2022 baseline conditions, and at LOS B (10.4 seconds of delay) with the traffic generated by the development. The intersection of 132nd Avenue NE / NE 104th Street is expected to operate at LOS E (38.8 seconds of delay) under projected 2022 baseline conditions, and at LOS F (52.5 seconds of delay) with the traffic generated by the development. The intersection of 132nd Avenue NE / NE 100th Street is expected to operate at LOS F (570.8 seconds of delay) under projected 2022 baseline conditions, and at LOS F (617.7 seconds of delay) with the traffic generated by the development. Finally, the new intersection of 134th Avenue NE / Road A is expected to operate at LOS A (8.8 seconds) under projected 2022 baseline conditions with the traffic generated by the development. The Applicant's and the City's transportation engineers agreed that the calculated delay of 617 seconds for the NE 100th Street intersection is inaccurate (too high), in that traffic engineering principles generally assume for delays greater than 300 seconds drivers would seek an alternate route; however, alternatives are unavailable in this case. Exhibit 1.11; Testimony of Matt Palmer and Min Luo.
- 21. The Applicant's traffic engineer conducted a signal warrant analysis of the intersections of 132nd Avenue NE / NE 104th Street and 132nd Avenue / NE 100th Street based on the criteria of the Federal Highway Administration's *Manual on Uniform Traffic Control Devices*. The four warrants that are relevant to the intersection Warrant 1 (Eight-Hour Vehicular Volume), Warrant 2 (Four-Hour Vehicular Volume), Warrant 3 (Peak Hour), and Warrant 7 (Crash Experience) were considered. Based on the analysis, none of the four signal warrants are met. The volume of traffic on the minor leg approaches is too low. With respect to collisions, the warrant requires five collisions involving personal injury or property damage within a 12-month period that could be corrected by a traffic signal. Although there have been collisions at the intersections, the number does not meet the warrant threshold. *Exhibit 1.11; Matt Palmer Testimony*. The City's Transportation Engineer concurred that the signal warrants are not met. *Min Luo Testimony*.
- 22. One resident questioned the traffic analysis, suggesting that the cumulative impact of new development in the neighborhood (both recently completed and pending construction)

warrants traffic mitigation, even though the individual project does not meet thresholds. *Tim Kehrli Testimony; Exhibit 3.d.* However, the City's Transportation Engineer submitted that the traffic impact analysis submitted by the Applicant meets City traffic study requirements. *Min Luo Testimony*. Traffic impacts would be mitigated through payment of mitigation fees assessed pursuant to Redmond Municipal Code (RMC) Chapter 3.10. *Exhibit 1; RMC 3.10; Min Luo Testimony*. The fee amount would be based on the schedule in place at the time of building permit issuance. At present, the fee is \$7,729.25 per dwelling unit or \$394,191.75 for the project as a whole. *Exhibit 1.11*. In addition, the City of Kirkland has placed signalization of the intersection of 132nd Avenue NE / NE 100th Street on its 2021-2026 Transportation Improvement Program, with construction planned in 2027. The City of Redmond is working with the City of Kirkland to develop a funding mechanism that would allow Redmond to contribute to the cost of the project. *Min Luo Testimony*.

- 23. NE 104th Street will not be widened until such time that adjacent parcels are redeveloped. At present it provides for two travel lanes. Sidewalks are available on 134th Avenue NE to NE 100th Street to address pedestrian needs. There is not a Redmond Transportation Improvement Program within the neighborhood. *Min Luo Testimony*.
- 24. The subject property is within the Lake Washington School District and is in fact currently owned by the District. Of the schools that would serve students within the subdivision, Mark Twain Elementary School is within one mile of the subject property. The safe walking route for students would be on the east side of 134th Avenue NE and the north side of NE 100th Street. Due to the distance between the subject property and the middle and high schools, it is expected that the School District would provide bus service to those schools. School impacts would be mitigated through payment of mitigation fees assessed pursuant to RMC Chapter 3.10. *Exhibit 1; RMC 3.10; Testimony of Min Luo, Mark Villwock, and Scott Reynolds*.
- 25. All lots within the subdivision would be connected to the municipal water and sewer systems. Eight-inch water and sewer mains would be installed through the development. The Applicant would extend the sewer from NE 100th Street along 136th Avenue NE and NE 104th Street to the site. *Exhibits 1 and 1.6*.
- 26. Under current conditions, surface water runoff from the subject property flows offsite to the east within two threshold discharge basins (one that includes the northern portion of the site, and one that includes the southern portion of the site). To provide flow control for the two threshold discharge areas, the Applicant proposes two concrete detention vaults (constructed as a single structure with a shared wall), both of which would provide water quality storage as a combined detention/wetvault system. The system would be designed to comply with the requirements of the City of Redmond 2019 Stormwater Management Technical Notebook and the 2014 Department of Ecology Stormwater Management Manual. The detention vaults would be constructed within Tract A in the eastern portion of the subject property, with each discharging to separate dispersal trenches to maintain natural drainage patterns. The vault for the northern basin would

discharge to a 50-foot long dispersal trench near the northeast corner of the subject property, and the vault for the southern basin would discharge to a 42-foot long dispersal trench in the southeast portion of the property, north of Tract D. To ensure continued hydration of the onsite wetland, runoff from a portion of the site would be routed towards the wetland. *Exhibits 1, 1.6 (Sheet SD-01, 32 of 70), and 1.10.*

- 27. The City reviewed the proposal under the State Environmental Policy Act and issued a determination of non-significance (DNS) on May 29, 2020. *Exhibits 1 and 1.4*.
- 28. Notice of the open record public hearing was posted on site, online, at City Hall, and at the library. Notice was also published in the *Seattle Times* and mailed to parties of record and owners of property within 500 feet of the site on or before October 11, 2021. *Exhibit* 1.14.
- 29. Public comment on the application, other than the traffic issues described previously, included concerns regarding the impact of construction traffic on neighborhood streets, impacts to wildlife, including species not protected in regulations that exist in the neighborhood such as bobcats, coyotes, and deer, and wildlife habitat, school impacts, and a request that the project facilitate sewer connectivity for existing residences on septic. *Exhibits 1.9, 3a, 3c, and 3d; Apurva Dalia Testimony; Paul Sandoval Testimony; Tim Kehrli Testimony.*
- 30. With respect to construction traffic, the City Inspector would require a parking plan for construction vehicles, which would not allow the streets to be blocked for fire or general access. *Min Luo Testimony*.
- 31. Based on the submitted critical areas report, the project site is heavily disturbed, with vegetation consisting mostly of invasive species that provide minimal wildlife habitat. Species expected to use the site are those that thrive in developed environments. There is a forested area to the east of the subject property that would provide habitat for species less suited for developed environments. No threatened or endangered species are known to inhabit the subject property on the vicinity. *Exhibit 1.12; Scott Reynolds Testimony*.
- 32. With respect to sewer connections, the proposed sewer corridor meets the City's utility standards and its comprehensive sewer plan for the 100th Street basin. The Applicant must direct the sewer to the east along NE 104th Street and then south along 136th Street to reach NE 100th Street. The resident requesting the ability to connect is to the west on NE 104th and in a different sewer service basin. *Heba Awad Testimony*.
- 33. The Technical Committee, comprised of staff from City of Redmond Planning, Public Works, and Fire Departments, reviewed the complete application and supporting materials for compliance with City regulations and the Comprehensive Plan. The Technical Committee recommended project approval subject to conditions. *Exhibit 1*. Having heard all comment and testimony at hearing, Planning Staff maintained the recommendation for approval. *Scott Reynolds Testimony*. The Applicant waived objection to the recommended conditions. *Mark Villwock Testimony*.

CONCLUSIONS

Jurisdiction:

The Hearing Examiner is authorized to conduct open record hearings and issue decisions on Type III permits, including preliminary plat permit applications, pursuant to RZC 21.76.050.C, Table 21.76.050B, and RZC 21.76.060.J.

Criteria Applicable to all Land Use Permits:

Pursuant to RZC 21.76.070.B.3.a, all land use permits must be reviewed to determine consistency between the proposed project and the applicable regulations and Comprehensive Plan provisions, based on the following criteria:

- i. A proposed project's consistency with the City's development regulations shall be determined by consideration of:
 - A. The type of land use;
 - B. The level of development, such as units per acre or other measures of density;
 - C. Availability of infrastructure, including public facilities and services needed to serve the development; and
 - D. The character of the development, such as development standards.
- ii. Upon review of a land use permit and accompanying site plan, the decision maker shall determine whether building design and/or site design complies with the following provisions:
 - A. The Comprehensive Plan, RZC 21.02, *Preface*, RZC Article I, *Zone-Based Regulations*, RZC Article II, *Citywide Regulations*, and the Appendices that carry out these titles;
 - B. The provisions of RMC Title 15, *Buildings and Construction*, that affect building location and general site design;
 - C. The Washington State Environmental Policy Act (SEPA) if not otherwise satisfied;
 - D. RZC Article VI, *Review Procedures*, to the extent it provides the procedures to ensure compliance with the requirements in subsections B.3.a.ii.B and B.3.a.ii.C of this section:
 - E. Both within and outside the Transition Overlays, decision makers authorized by the RZC to decide upon discretionary approvals may condition such approvals and development permits, including but not limited to site plan approvals, to minimize adverse impacts on other properties and uses, and to carry out the policies of the Comprehensive Plan.

Subdivision Criteria for Review:

Pursuant to RZC 21.74.030.B.1, the Examiner shall approve an application for subdivision if findings can be entered showing the following criteria are satisfied:

a. The proposal complies with the general criteria applicable to all land use permits set forth in RZC 21.76.070.B, Criteria Applicable to All Land Use Permits;

- b. The proposal conforms to the site requirements for the zoning district in which the property is located;
- c. The proposal conforms to the requirements of this chapter;
- d. The proposed short subdivision, binding site plan, unit lot subdivision, or preliminary subdivision:
 - Makes adequate provision for streets, roads, alleys, other public ways, and transit stops as required by this chapter; and the proposed street system conforms to the City of Redmond Transportation Master Plan and Neighborhood Street Plan, and is laid out in such a manner as to provide for the safe, orderly, and efficient circulation of traffic;
 - ii. Will be adequately served with water, sewer, storm drainage, and other utilities appropriate to the nature of the subdivision or short subdivision;
 - iii. Makes adequate provision for parks, recreation, and playgrounds, as required by this chapter;
 - iv. Makes adequate provision for schools and school grounds;
 - v. Makes adequate provisions for sidewalks and other planning features that meet the requirements of this chapter and that provide safe walking conditions for students who walk to and from school;
 - vi. Serves the public interest and makes appropriate provisions for the public health, safety, and welfare.
- e. Geotechnical considerations have been identified, and all hazards and limitations to development have been considered in the design of streets and lot layout to assure streets and building sites are on geologically stable soil, considering the stress and loads to which the soil may be subjected.

RZC 21.74.030.B.2 states that lack of compliance with the criteria set forth in subsection (1) of this section shall be grounds for denial of a proposed subdivision or short subdivision, or for the issuance of conditions necessary to more fully satisfy the criteria.

Conclusions Based on Findings:

- 1. As conditioned, the proposal complies with the general criteria applicable to all land use permits.
 - A. The proposal is consistent with the City's development regulations, including with respect to the land use, density, availability of infrastructure, and character of development. Single-family residences are allowed in the RIN zone at the density proposed. City water and sewer are available to the site. The Applicant would install offsite sewer system improvements consistent with the comprehensive sewer plan for the area. Storm drainage would be treated and detained on site consistent with City and Department of Ecology standards. The 134th Avenue NE street frontage would be improved to City standards. Development standards with respect to lot dimensions, setbacks, critical areas protection, open space, landscaping, tree

- preservation, affordable housing, and smaller residences would be satisfied. *Findings* 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 25, 26, and 32.
- B. The proposal is consistent with the Comprehensive Plan in that adequate public facilities are available and would be provided to the site, individual residences would be subject to design standards, and perimeter landscaping, public walking trails, and affordable housing would be provided. Compliance with the building code would be determined at the time of building permit review for each lot. The proposal was reviewed pursuant to SEPA and a DNS was issued. The appropriate Type III review process was utilized for the application, and the hearing was noticed pursuant to City requirements. *Findings 4*, *9*, *12*, *13*, *15*, *17*, *27*, *and 28*.
- 2. As conditioned, the proposal complies with the subdivision criteria for review.
 - A. As described in Conclusion 1, the proposal complies with the criteria applicable to all land use permits.
 - B. The proposal conforms to the site requirements for the RIN zone. Lot size and width standards would be satisfied. Open space far exceeding the 20% minimum would be provided. *Findings 8, 11, 12, and 13*.
 - C. As conditioned, the proposal is consistent with the requirements of RZC 21.74, including requirements for lot dimensions, easements (including Native Growth Protection Areas), utilities, and streets. *Findings* 6, 7, 11, 17, 25, and 26.
 - D. As conditioned, the proposal makes adequate provision for streets and other public ways, and the street system is laid out to provide for the safe, orderly, and efficient circulation of traffic. Frontage improvements, including sidewalks, would be provided along the east side of 134th Avenue NE. The internal street system would include a connection to development to the south, providing for vehicle circulation within the neighborhood. The subdivision would be adequately served by water, sewer, and storm drainage. The subdivision would provide on-site recreation space, including public walking trails. Adequate provision for schools would be made through payment of school impact fees, and adequate provision for sidewalks to ensure safe walking conditions for students would be made. As conditioned, the subdivision would serve the public interest and make appropriate provisions for the public health, safety, and welfare. Specifically, the residences would be served by public utilities, and adequate setbacks from steep slopes and from the hazardous liquid pipeline would be provided and would be protected through easements. With respect to traffic and the difficult turning movements onto 132nd Avenue NE, the traffic analysis (which accounted for pipeline development projects) found that signal warrants are not met, including the signal warrant with respect to collisions. However, the City of Kirkland is planning intersection improvements at 132nd Avenue NE and NE 100th Street, which would address the traffic issue. In addition, significant traffic impact fees would be paid to the City of Redmond. Findings 7, 13, 16, 17, 18, 20, 21, 22, 24, 25, 26, 32, and 33.

- E. Geotechnical considerations were identified, and hazards and limitations to development were considered in the site design. Hazardous slopes and their buffers would be preserved within Native Growth Protection Areas. Native trees would be retained along the northern site slopes to provide for slope stability. *Finding 7*.
- 3. Several neighboring property owners expressed strong concern about the proposal's added dwellings and traffic with respect to the already congested intersections that provide connections for this plat within City of Kirkland. Based on City of Redmond responses in writing in the record and verbally at hearing, it is clear these concerns have not fallen on deaf ears; Redmond is well aware of the road network limitations and is attempting to work with Kirkland to resolve capacity issues. However, in the present context of review of land development applications, the project as conditioned satisfies the criteria for approval established in applicable regulations and therefore must be approved. Concerned neighbors are encouraged to direct their requests to slow or halt development until regional transportation issues are corrected to the bodies with authority to respond to such concerns the elected officials of both cities.

DECISION

Based on the preceding findings and conclusions, the request for approval of a preliminary plat to subdivide 10.53 acres into 51 single-family residential lots and Native Growth Protection Area and open space tracts is **GRANTED** subject to the conditions below.

A. Site Specific Conditions of Approval

The following table identifies those materials that are approved with conditions as part of this decision.

Item	Date Received	Notes
Plan Set, [pages CS-01-PSE	08/17/21	and as conditioned herein.
Plan]		
SEPA Checklist	04/28/21	and as conditioned by the
		SEPA threshold
		determination on May 29,
		2020.
Conceptual Landscaping Plan	08/17/21	and as conditioned herein.
Conceptual Lighting Plan	08/17/21	and as conditioned herein.
Proposed Tree Retention Plan	08/17/21	and as conditioned herein.
Conceptual Wetland Mitigation	08/17/21	and as conditioned herein.
Plan		
Stormwater Design	08/17/21	and as conditioned herein.

The following conditions shall be reflected on the Civil Construction Drawings, unless otherwise noted:

1. Development Engineering - Transportation and Engineering

Reviewer: Min Luo, Senior Engineer

Phone: 425-556-2881

Email: mluo@redmond.gov

a. Easements, Dedications and Vacations. On-site easements, dedications and vacations shall be provided for City of Redmond review at the time of civil construction drawing approval and <u>finalized upon recording of the final subdivision</u>. Off-site easements must be finalized for recording prior to civil construction drawing approval. The existing and proposed easements and right-of-way shall be shown on the civil drawings and subdivision documents. Prior to acceptance of the right(s) of way and/or easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated.

i. Easements are required as follows:

- (a) 10-foot wide sidewalk and utilities easement, granted to the City of Redmond, along all right-of-way on the east side of 134th Avenue NE along the development's frontage.
- (b) 10-foot wide sidewalk and utilities easement, granted to the City of Redmond, along all right-of-way on both sides of Road A.
- (c) 10-foot wide sidewalk and utilities easement, granted to the City of Redmond, along all right-of-way on the south side of Road B between station numbers 20+00 and 22+50.
- (d) 10-foot wide sidewalk and utilities easement, granted to the City of Redmond, along all right-of-way on both sides of Road B between station numbers 22+50.00 and 29+20.20.
- (e) 10-foot wide sidewalk and utilities easement, granted to the City of Redmond, along all right-of-way on both sides of Road C.
- (f) 12-foot wide trail easement, granted to the City of Redmond for public trails outside of Puget Sound Energy (PSE) and Olympic Easement, including the east-west trail between Access Corridor B and 134th Avenue NE and north-south trail between the Maintenance Access Drive and the south limit, as shown in the Site Plan prepared by LDC, signed on August 11, 2021. The clauses including a liability insurance coverage limit not less than three million dollars (\$3,000,000) and the maintenance/indemnity requirements stated in the City's trail easement template shall be applied to this trail easement.
- (g) 100-foot blanket trail easement, granted to the City of Redmond over the Puget Sound Energy (PSE) and Olympic Easement in the transmission line corridor, as shown in the Site Plan prepared by LDC, signed on August 11, 2021. The clauses including a liability insurance coverage limit not less than three million dollars (\$3,000,000) and the maintenance/indemnity

- requirements stated in the City's trail easement template shall be applied to this trail easement.
- (h) At the time of construction, additional easements may be required to accommodate the improvements as constructed.

Code Authority: RZC 21.52.030.G; RMC 12.12

ii. Dedications for right-of-way are required as follows:

- (a) New right-of-way lines joining at the southeast of the intersection of 134th Avenue NE and Road B (the non full-street section) shall connect with a 25-foot radius, or with a chord that encompasses an equivalent area at the northwest and southwest corners. The area formed by this radius or chord shall also be dedicated as right-of-way.
- (b) New right-of-way lines joining at the northeast and southeast corners of the intersection of 134th Avenue NE and Road A shall connect with a 25-foot radius, or with a chord that encompasses an equivalent area at the northeast corner. The area formed by this radius or chord shall also be dedicated as right-of-way.
- (c) New right-of-way lines joining at the four corners of the intersection of Road B and Road C shall connect with a 25-foot radius, or with a chord that encompasses an equivalent area at the southwest and southeast corners. The area formed by this radius or chord shall also be dedicated as right-of-way.
- (d) New right-of-way lines joining at northwest and southwest corners of the intersection of Road A and Road B shall connect with a 25-foot radius, or with a chord that encompasses an equivalent area at the southwest and southeast corners. The area formed by this radius or chord shall also be dedicated as right-of-way.
- (e) A strip of land 53 feet wide shown as Road A in the Site Plan prepared by LDC, signed on August 11, 2021 shall be dedicated as right-of-way.
- (f) A strip of land 35 feet wide shown as Road B (the non full-street section) in the Site Plan prepared by LDC, signed on August 11, 2021 shall be dedicated as right-of-way.
- (g) A strip of land 53 feet wide shown as Road B in the Site Plan (the full-street section) prepared by LDC, signed on August 11, 2021 shall be dedicated as right-of-way.
- (h) A strip of land 53 feet wide shown as Road C in the Site Plan prepared by LDC, signed on August 11, 2021 shall be dedicated as right-of-way.

Code Authority: RZC 21.52.030.G; RMC 12.12

b. Construction Restoration and Street Overlay. The existing pavement damaged by trenching or other work on 134th Avenue NE shall be mitigated. If the pavement is

damaged, the asphalt street shall be planed, overlaid, and/or patched, per the City of Redmond (COR) Standard Specifications and Details (STD) 202 and 203. The Pavement Condition Index (PCI) of the existing pavement on 134th Avenue NE is below 40, the development shall be required to do full-depth reconstruction from the right-of-way centerline to the new concrete ribbon curb line along the entire project frontage. Contact Adnan Shabir at 425-556-2776 for additional questions.

Code Authority: RMC 12.08; Redmond Standard Specifications & Details

c. Streets, Access Corridors, Maintenance Access and Trails Improvements

- i. The frontage along 134th Avenue NE must meet current City Standards, which include asphalt paving 11 feet from centerline to the edge of the 3 feet wide concrete ribbon curb, 10 feet wide drainage swale, 5 feet wide concrete sidewalk, storm drainage, street lights, street trees, street signs and underground utilities including power and telecommunications. The minimum pavement section for the streets shall consist of:
 - Seven inches HMA Class ½" PG 64-22
 - Four inches of 1-1/4 inches minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
 - Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
 - Super elevated 2% sloped to drain system

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; Redmond Standard Specifications & Details

- ii. The new streets Road A, Road B (the full-street section) and Road C must meet current City Standards, which includes asphalt paving 22 feet, 3 feet wide concrete ribbon curb on each side, 10 feet wide drainage swale on one side and 5 feet wide planter on the other side, 5 feet wide concrete sidewalk on each side, storm drainage, street lights, street trees, street signs and underground utilities including power and telecommunications. The minimum pavement section for the streets shall consist of:
 - Seven inches HMA Class ½" PG 64-22
 - Four inches of 1-1/4 inches minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
 - Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
 - Super elevated 2% sloped to drain system

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; Redmond Standard Specifications & Details

iii. The new street Road B (the non full-street section) must meet current City Standards, which includes asphalt paving 17 feet, 3 feet wide concrete ribbon curb

on the south side and 2 feet wide concrete thickened edge on the north side, 5 feet wide planter on the south side, 5 feet wide concrete sidewalk on the south side, storm drainage, street lights, street trees, street signs and underground utilities including power and telecommunications. The minimum pavement section for the streets shall consist of:

- Seven inches HMA Class ½" PG 64-22
- Four inches of 1-1/4 inches minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Super elevated 2% sloped to drain system

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; Redmond Standard Specifications & Details

- iv. The street section of the Access Corridors A, B, C, D, E, F and G must meet current City Standards, which include asphalt paving 20 feet and asphalt thickened edge on one side. The minimum pavement section for the Access Corridors shall consist of:
 - Three inches HMA Class ½" PG 64-22
 - Four inches of 1-1/4 inches minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
 - Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
 - Super elevated 2% sloped to drain system

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; Redmond Standard Specifications & Details

- v. The street section of the maintenance vault access must meet current City Standards COR STD DG 11, which include asphalt or concrete paving 14 feet, 2 feet wide gravel shoulder on each side, and asphalt or concrete thickened edge on one side. The minimum pavement section for the maintenance vault access shall consist of:
 - Four and a half-inches HMA Class ½" PG 64-22 for the maintenance vault access grade equal to or less than 10 percent and six-inches portland cement for the maintenance vault access grade greater than 10 percent
 - Four inches of 1-1/4 inches minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
 - Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
 - Super elevated 2% sloped to drain system

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; Redmond Standard Specifications & Details

- vi. Public trails outside of Puget Sound Energy (PSE) and Olympic Pipeline Easement must meet current City Standards, which include asphalt paving 6 feet, 1 feet wide crushed rock shoulder on each side, and 2 feet wide vegetated clear zone on each side. The minimum pavement section for the trails shall consist of:
 - Four inches HMA Class ½" PG 64-22
 - Two inches of 1-1/4 inch minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
 - Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
 - Cross slope max 2%, target 1.5% to drain system

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; Redmond Standard Specifications & Details; COR Comprehensive Plan Map N-WR-3 NE Rose Hill Transportation Connections; Chapter 6 of the PARCC Plan

vii. The north-south public trails within Puget Sound Energy (PSE) and Olympic Pipeline Easement must meet current City Standards, which include 6 feet wide local soft surface trail with 8 feet vertical clearance. A dirt or crushed gravel surface shall be acceptable.

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; Redmond Standard Specifications & Details; COR Comprehensive Plan Map N-WR-3 NE Rose Hill Transportation Connections; Chapter 6 of the PARCC Plan

viii. A separate 20-scale or 40-scale channelization plan may be required for any public street being modified or constructed. The plan shall include the existing and proposed signs, striping and street lighting and signal equipment for all streets adjacent to the site and within at least 150 feet of the site property line (both sides of the street). The plan shall conform to the requirements in the City of Redmond Standard Specifications and Details Manual.

Code Authority: RZC 21.52.030.F; RZC 21 Appendix 2; Redmond Standard Specifications & Details; RCW 47.24.020

- ix. Sidewalks constructed to City standards are required at the following locations:
 - Five feet concrete sidewalks on the east side of 134th Avenue NE
 - Five feet concrete sidewalks on both sides of Road A
 - Five feet concrete sidewalks on the south side of Road B on the non full-street section
 - Five feet concrete sidewalks on both sides of Road B on the full-street section
 - Five feet concrete sidewalks on both sides of Road C

Code Authority: RZC 21.10.150; RZC 21.17.010; RZC 21.52.050; RMC 12.12

d. Access Improvements

i. The types and locations of the proposed site accesses are approved as shown on the Rosewood Court Site Plan prepared by LDC on August 11, 2021.

Code Authority: RZC 21.52.030.E; RZC Appendix 2

ii. Direct vehicular access from each dwelling unit to 134th Avenue NE shall not be permitted. This restriction shall be indicated on the civil construction plans and other final documents.

Code Authority: RZC 21.52.030.E; RZC Appendix 2

e. Underground Utilities. All existing aerial utilities, with the exception of the PSE transmission lines over the PSE and Olympic Pipeline Easement, shall be converted to underground along the street frontages and within the development. All new utilities serving the development shall be placed underground.

Code Authority: RZC 21.17.020; RZC Appendix 2 – A.11

f. Street Lighting. Illumination of the street(s) along the property frontage must be analyzed to determine if it conforms to current City standards. Streetlights may be required to illuminate the property frontage. Luminaire spacing should be designed to meet the specified criteria for the applicable lamp size, luminaire height and roadway width. Contact Andrew Scales, Transportation Operations at (425) 556-2882 with questions. The street lighting shall be designed using the criteria found in the City's Illumination Design Manual which can be accessed at: Microsoft Word - Illumination Design Manual-Oct Revisions.doc (redmond.gov)

Roads A, B and C shall meet lighting requirements for a local access road in a residential neighborhood. Lighting design will be updated to eliminate darks spots on Road B to bring average light level and uniformity ratio up to City target values.

Code Authority: RZC 21.52.030.F; RZC Appendix 2

g. Safe Walking Route(s). The Redmond Zoning Code requires that safe pedestrian linkages be provided between new developments and public facilities. The proposed subdivision is within a one-mile walking radius of the Mark Twain Elementary School. A safe walk route on the east side of 134th Avenue NE and north side of NE 100th Street is available to from the project site to Mark Twain Elementary School within one mile of the development.

Code Authority: RCW 58.17.060; RZC 21.17.010.F.2.; RZC Appendix 2; RZC 21.52.030; RZC 21.74.020.I

2. <u>Development Engineering – Water and Sewer</u>

Reviewer: Heba Awad, Senior Utility Engineer

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Email: hawad@redmond.gov

a. Water Service. Water service will require a developer extension of the City of Redmond water system as follows:

The developer shall install new eight-inch water mains along the Road A, Road B and Road C within the development to service the fifty-one new homes. The developer shall install new service lines and new water meters to service the fifty-one new homes. The developer shall also install six new fire hydrants.

To ensure the water main looping requirements are met, the developer shall connect the new eight-inch water mains within the development to the City of Redmond water system at the following locations:

- a. Intersection of 134th Avenue NE and western end of Road A.
- b. Intersection of 134th Avenue NE and western end of Road B.
- c. The south end of Road B and 135th Avenue NE connection.

Code Authority: RZC 21.74.020.D

b. Sewer Service. Sewer service will require a developer extension of the City of Redmond sewer system as follows:

The developer shall install new eight-inch sewer mains along the Road A, Road B, Road C, Tract B, Tract E, Tract F, and part of Access Corridor A within the development to serve the 51 new homes. The developer shall install new sewer service lines and new cleanouts to service the 51 new homes. The developer shall also install 13 new manholes within the development.

To ensure the City of Redmond general sewer requirements are met, the developer shall connect the new eight-inch sewer main to the City of Redmond sewer system at existing manhole number 2D3SMH498 along 135th Avenue NE.

To ensure the City of Redmond general sewer requirements are met, the developer shall install offsite sewer main extension from the existing sewer manhole number 2D3DMH574 at the intersection of 136th Avenue NE and N.E 100th Street, north along 136th Ave NE to the intersection with NE 104th St, then west along NE 104th St to the east until existing SSMH 2D3SMH500 at the intersection of 135th Avenue NE. The offsite sewer design will be based on the "Minor Comprehensive Sewer Amendment-N.E. 100th Street Basin, issued by the City of Redmond on December 21, 2020.

Another developer "Croquet Club Cottages" (LAND-2019-00702) has also proposed to install the offsite sewer main along NE 104th Street and 136th Ave NE, to be part of their Coordinated Civil Review. The two developers agreed that the Croquet Club Cottages' developer will take the lead in the offsite sewer installation, due to the advanced approval of their permit. Rosewood Court may take the lead to build the offsite sewer if desired. The developer needs to clearly show the existing utilities along NE 104th St and 136th Ave NE in the Coordinated Civil Review utility plans. Utility conflict locations must be

identified to be added to the utility plans and profiles. The developer needs to clearly identify utilities to be protected in place including water services.

Code Authority: RZC 21.74.020.D

c. Easements. Easements shall be provided for all water and sewer improvements as required in the Design Requirements for Water and Sewer System Extensions. Easements for the water and sewer mains shall be provided for City of Redmond review at the time of construction drawing approval. Offsite easements must be recorded prior to construction drawing approval.

Fire hydrants and water meters within the development shall be surrounded by ten-feet utility easements. Fire hydrants and water meters' easements to be included in the first submittal of Coordinated Civil Review.

The sewer mains and manholes located within Tract B, Tract E, Tract F, and Access Corridor A within the development shall be surrounded by ten-feet utility easements.

Code Authority: RZC 21.74.020.C, Appendix 3

Condition Applies: Civil Construction, Short Subdivision Document

d. Reimbursement Agreement. Portions of this extension may benefit other properties and meet the criteria to be eligible for a reimbursement agreement. In order to be eligible for reimbursement, the City must have received a completed reimbursement agreement application prior to approval of civil drawings and the agreement must be fully executed, by the City, prior to commencement of construction of the facility.

Code Authority: RMC 13.12

Condition Applies: Prior to Pre-Construction Meeting

e. Permit Applications. Water meter and side sewer applications shall be submitted for approval to the Development Engineering Utility Division. Permits and meters will not be issued until all improvements are constructed and administrative requirements are approved. Various additional guarantees or requirements may be imposed as determined by the Utilities Division for issuance of meters and permits prior to improvements or administrative requirements being completed. All stub fees shall be paid prior to issuance of water and side sewer permits.

Code Authority: RMC 13.08.010, 13.12

Condition Applies: Prior to Permits' issuance of Water meters and side sewers

f. Reimbursement Fees: Reimbursement fees in the amount of \$28,614.60 for connection of sewer are required. These fees are due prior to issuance of Coordinated Civil Review permit, which allows connection to any sewer facility.

Code Authority: RMC 13.12.120

Condition Applies: Prior to CCR Permit Issuance

g. Potholing: All existing utilities at the location of the proposed water/sewer mains, storm and service line crossings shall be potholed prior to submittal of first Civil Plan Review.

Potholing in the City right-of way requires a permit, approved traffic control plans, and a performance bond before commencing work. The developer shall include in the right-of-way permit, a list of potholing numbers along with the potholing information for each number, such as utility name, type of facility and the reason for potholing.

The developer shall do the following during and after potholing:

- 1. Follow City of Redmond Detail 203 for pothole restoration.
- 2. Protect existing traffic loops.
- 3. Survey all potholing locations.

Based on the final survey, a modified design of sewer, water and storm facilities may be necessary to avoid conflict with existing utilities.

All potholing information shall be included in the plans and profiles of water and sewer in first submittal of CCR review. The developer shall add clearance information on the water/sewer profiles at all crossings of existing and proposed utilities. Minimum clearance of one foot is required between the sewer/water mains and other utilities including storm sewer.

Code Authority: Water and Wastewater System Extensions Design Requirements Section IV. 3. M and Section V. 3. K

3. <u>Development Engineering – Stormwater/Clearing and Grading</u>

Reviewer: Janelle Hitch, Senior Engineer

Phone: 425-556-2488

Email: jhitch@redmond.gov

a. Water Quantity Control:

- i. Stormwater discharges shall match the developed discharge duration to the predeveloped duration for the range of predeveloped discharge rates from 50% of the 2-year peak flow up to the full 50-year flow. Detention shall be provided in a publicly maintained detention/wet-vault.
- ii. Provide for overflow routes through the site for the 100-year storm.

Code Authority: RZC 21.74.020.D; RMC 15.24.080.9

b. Water Quality Control

Basic water quality treatment shall be provided in a publicly maintained detention/wet-vault. Treatment is required for the 6-month, 24-hour return period storm.

Code Authority: RZC 21.74.020.D; RMC 15.24.080.8

c. Easements. Easements will be required for any public stormwater conveyance systems on private property. Easements shall be provided for City of Redmond review at the time of construction drawing approval and finalized for recording prior to issuance of a building permit or issuance of water meter or side sewer permits. The existing and proposed easements shall be shown on the civil plans. Prior to acceptance of the easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated.

Code Authority: RMC 15.24.080.2.i

d. Private Stormwater Easements. Private stormwater easements will be required where drainage systems are located across adjacent properties and will remain under private ownership. Maintenance of private drainage systems will be the responsibility of the property owners benefiting from the easement. Prior to construction drawing approval and final subdivision recording, fully executed and recorded easements shall be provided to the Development Engineering Division.

Code Authority: RZC 21.54.010.D, 21.74.020.C, 21.54.010.E

e. Clearing and Grading.

- i. Show vertical clearances at all utility crossings
- ii. Show horizontal clearances at all utility crossings
- iii. Obtain easement for flow of stormwater from outfall onto City unimproved right-of-way.

Code Authority: RMC 15.24.080

f. Temporary Erosion and Sediment Control (TESC).

i. Rainy season work permitted October 1st through April 30th with an approved Wet Weather Plan.

Code Authority: RMC 15.24.080

g. Landscaping.

i. All new landscaped areas within the project site are required to have compost amended soils. See City or Redmond Standard Detail 632.

Code Authority: RZC 21.32

h. Department of Ecology Notice of Intent Construction Stormwater General Permit.

Notice of Intent (NIO) must be submitted to the Department of Ecology (DOE) at least 60 days prior to construction on a site that disturbs an area of one acre or larger. Additional information is available at: www.ecy.wa.gov/pubs/0710044.pdf.

Code Authority: Department of Ecology Rule

Condition Applies: Prior to Commencement of Construction

i. Capital Facilities Charge: A Citywide Capital Facilities Charge applies to this project. Please see the Development Engineering Fee schedule for current fee information.

Code Authority: RMC 13.20.040

j. Critical Landslide Hazard Areas. To mitigate potential impacts to critical landslide hazard areas, all buildings and earth fill shall be set back from the top/bottom of steep slope buffer a minimum distance of 25 feet. These 25 feet are a combined 15-foot steep slope buffer and a 10-foot building setback as recommended by Carolyn S. Decker at Terra-Associates, Inc., in their geotechnical engineering study dated August 11, 2021. The top/bottom of the slope and slope setback shall be field surveyed and verified (located by bearing and distance) on the short subdivision document.

Code Authority: RZC 21.64.060.B

Condition Applies: Civil Construction, Short Subdivision Document

4. Fire Department

Reviewer: Scott Turner, Assistant Fire Marshal

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The current submittal is generally adequate for LAND-2019-01105 approval, but does not fully represent compliance with all requirements. The following conditions are integral to the approval and compliance shall be demonstrated in Civil Drawings, Building Permit Submittals, Fire Code Permit submittal, and/or other applicable processes:

a. Site Plan Condition

- 1. All portions of Emergency Vehicle Access Roadways not in a public right-of-way, including turnarounds and Emergency Vehicle Operations Areas shall be maintained in a dedicated Emergency Vehicle Access Easement. Specific required easements shall be identified in the civil construction drawings.
- 2. Required fire access roadways indicated on plans shall be marked per Redmond Fire Department Standard 2.0.
- 3. All required fire access roadways shall be in place and capable of supporting the weight of fire apparatus prior to combustible materials arriving on site.

Code Authority: RMC 15.06; RZC Appendix 3, RFD Standards, RFDD&CG

b. Fire Protection Plan

- 1. All homes shall be equipped with a National Fire Protection Association (NFPA) 13D compliant fire sprinkler system.
- 2. Hydrant spacing, meter size and available fire flow shall comply with Redmond Fire Standards.

Code Authority: RMC 15.06; RZC Appendix 3, RFD Standards, RFDD&CG

c. Change or Modification

- 1. The fire hydrant system serving this project shall be installed or modified to provide 1,500 gpm in residential areas.
- 2. In the future, the Fire Marshal may require the property owner(s) to maintain required fire access roadway markings or require additional fire lane markings.

Code Authority: RMC 15.06; RZC Appendix 3, RFD Standards, RFDD&CG

d. Fire Code Permit

1. Fire sprinkler permits are required for each NFPA 13D fire sprinkler system.

Code Authority: RMC 15.06; RZC Appendix 3, RFD Standards, RFDD&CG

5. Planning Department

Reviewer: Scott Reynolds, Planner

Phone: 425-556-2409

Email: sreynolds@redmond.gov

a. Site Specific Conditions

- 1. Critical area NGPA or Tract D on the south east part of the site shall be consistent between Attachment 6, Plan Set, Attachment 12, Critical Area Report and Attachment 13, Geotechnical Report to account for the steep slope buffer. NGPA shall be expanded from the Development wide Open Space to ensure full boundaries of critical areas and buffers are captured for code compliance with RZC 21.64.010.R.4
- 2. Critical Area Tree Protection fencing and signage shall be required to be updated to fully cover steep slope buffer at the rear of lots 27 31 in its entirety per RZC 21.64.010.R & 21.72.060.D.
- 3. Further clarity is needed between the landscaping, irrigation, mitigation plan and Geotech report on how landscaping and required irrigation will be added to the steep slope buffer to prevent slope failure. This is specific to the steep slopes on the south east portion of the site in compliance with both RZC 21.32.100 & RZC 21.64.060.
- **b. Street Trees.** The following street trees are required to be installed in accordance with RZC 21.32.090 and Standard Detail 907 which requires structural soils. The minimum size at installation is 2 ½ inch caliper.

Street	Species	Spacing
Road "A"	Fraxinus p.	30 feet on-center
	"Marshall's Seedless"	
Road "B"	Acer rubrum	30 feet on-center
	"Bowhall" and	
	Fraxinus p.	
	"Marshall's Seedless"	
Road "C"	Fraxinus p.	30 feet on-center
	"Marshall's Seedless"	

134th Avenue NE Fraxinus p.		30 feet on-center
	"Marshall's Seedless"	

Code Authority: RZC 21.32.090

Condition Applies: Coordinated Civil Review and Construction

c. Tree Preservation Plan. A Tree Preservation Plan depicting all significant and landmark trees required to be preserved as part of the site development must be provided with the civil construction drawings. A map of all retained and replacement trees shall be shown and recorded at the time of final plat.

Code Authority: RZC 21.72.060.D

d. Tree Health Assessment. An updated tree health assessment shall be provided during the Civil review process.

Code Authority: RZC 21.32

e. Enhancement Mitigation Plan. All required enhancement and mitigation must be shown on the civil drawings. This includes any required planting, signage, fencing, wetland or stream enhancement, etc. that is required in the report.

Code Authority: RZC Appendix 1

f. Monitoring Program and Contingency Plan. A monitoring program shall be prepared and implemented to determine the success of the mitigation project and any necessary corrective actions. A contingency plan shall be established prior to civil drawing approval for indemnity in the event that the mitigation project is inadequate or fails.

Code Authority: RZC 21.64.010.P

g. Critical Areas Recording. The regulated critical area and its associated buffers must be protected by an NGPE or placed in a separate tract where development is prohibited. Proof of recording must be submitted to the City prior to issuance of a Certificate of Occupancy on the site.

Code Authority: RZC 21.64.010.R.4 Condition Applies: Final Plat documents

h. Final Critical Areas Report. A final Critical Areas Report must be submitted with the civil construction drawings. All required enhancement and mitigation must be shown on the civil construction drawings. This includes any required planting, signage, fencing, wetland or stream enhancement, etc. that is required in the report. If report is greater than two years old at time of CCRs, an updated report shall be submitted.

Code Authority: RZC Appendix 1, Section G.2

Condition Applies: Building Permits and Final Plat documents

i. Setbacks. Setback classifications (e.g. front, side, side street, rear) shall be noted on each lot corresponding to the appropriate location for each setback. The setback dimensions shall not be included.

Code Authority: RZC 21.08.170.H

Condition Applies: Building Permits and Final Plat documents

j. Residential Architectural, Site, and Landscape Design. All single-family building permits associated with the Plat shall be reviewed by the Department of Planning and Community Development for conformance with the Residential architectural, site and landscape design requirements. Adequate driveway length shall be maintained to ensure that cars do not overhang sidewalks and block accessible pathways. Please see Building Permit User Guide condition for additional information.

Code Authority: RZC 21.08.180.B, RMC 10.40.070, RZC 21.17.010.F.2. & RZC

21.17.010.F.3.

Condition Applies: Building Permits and Final Plat documents

k. Planting Standards. Landscaping shall be coordinated with water/sewer lines and fire hydrants/connections. Trees shall be planted a minimum of 8 feet from the centerline of any water/sewer lines, unless otherwise approved and provisions provided. Shrubs shall be planted to maintain at least four (4) feet of clearance from the center of all fire hydrants/connections.

Code Authority: RZC 21.32.080

l. Open Space. The proposal includes development-wide calculations to meet the open space requirements. Each lot shall include a minimum of 10 percent of total lot square footage in open space. Open space for the benefit of the entire development must be contiguous, designed for recreation, and not have a dimension less than 25 feet. Required open space shall be illustrated on the final subdivision document.

Code Authority: RZC 21.08.170.L.2.a

Condition Applies: Building Permits and Final Plat Document

m. Impact Fees. For the Purpose of Impacts, the uses assigned for this project have been determined as the following: 51 units classified as single-family residence. There are currently no structures on the site, therefore no impact fee credits are applicable. If the proposed development is eligible for any additional credits including right-of-way dedication and system improvements, these additional credits will be assessed and provided after construction, dedication or implementation is completed and accepted by the City.

Code Authority: RMC 3.10

Condition Applies: Building Permit

n. Bonds. Bonds for Landscaping, Tree Preservation, Tree Replacement and Mitigation shall be provided no less than 5 days prior to request for Mylar signatures. Drafts of the Bond Agreements, Bond quantity Worksheets and Bond Calculation Worksheets shall be submitted at time of Civil Construction Application. If not provided at the time of CCR submittal, the entire submittal will be rejected for intake.

Code Authority: RZC 21.76.090.F

- o. Building Permit Submittal. Items listed within the Building Permit User Guide—
 Planning shall be provided and remain code compliant at the time of building permit submittal. All tables, associated information, and submittal items shall be completed per the required formatting. The Intake Requirements Overview and Signature Page,
 Arborist Report (for in-fill lots), Tree Preservation Plan (for active plats), and a copy of the recorded final plat shall be provided no less than two business days prior to permit application submittal. If these requirements are not met and provided at the designated time per the building permit application submittal, your submittal will be rejected.
- p. Affordable Housing. The Rosewood Court Preliminary Plat shall demonstrate conformance with the Affordable Housing Regulations in RZC 21.20.050 comprising of two (2) low cost and one (1) affordable for a total of (5) affordable ownership housing units. An agreement in a form approved by the City must be recorded with the King County Recorder's Office to stipulate conditions under which the required affordable housing unit will remain as affordable housing for the life of the development. This agreement shall be a covenant running with the land, binding on the assigns, heirs, and successors of the applicant. Prior to the issuance of any building permit, the owner shall sign any necessary agreements with the City to implement these requirements. Applicant shall initiate contract by contacting Ian Lefcourte on Human Services and Long Range Planning staff at 425-556-2438 or at ilefcourte@redmond.gov.

Code Authority: RZC 21.20.050 Condition Applies: Building Permit

q. Critical Area Invasive Weed Removal. Prior to transfer of ownership of Native Growth Protection Tract, all invasive weeds shall be removed to the satisfaction of City of Redmond Natural Resource Department within the tract. In compliance with condition s. below, the work shall be done in coordination with Olympic Pipeline removal standards and if necessary non-mechanical means.

Code Authority: RMC 6.12

Condition Applies: Final Plat documents

r. Archeological and Historical Preservation: The City's standard Inadvertent Discovery Plan (IDP) shall be employed during all ground disturbing activities including but not limited to demolition of the existing residential structure(s), clearing, and grading. The IDP and example photographs of cultural resources shall be posted at the project site in an

easily accessible location. All project proponents and contractors shall be made aware of the purpose and location of the IDP and photographs. The City of Redmond standard Inadvertent Discovery Plan and example photographs are at http://www.redmond.gov/crmp:

Planning Your Project Early - Preparing for Inadvertent Discoveries

Planning in advance for the possible discovery of cultural resources helps you and your team prepare and, in the event of a discovery, take steps in accordance with federal, state, and local laws.

Implementation

Two resources provide information and laws. These shall be maintained at the project site and accessible to all participants of the project:

- 1. Inadvertent Discovery flyer and checklist
- 2. Cultural Resources photographs (courtesy of WSDOT)

Code Authority: RZC 21.30.070.D

Condition Applies: Civil Construction & Building Permit

S. Hazardous Liquid Pipeline: The applicant shall notified utilities through the one-call locator service prior to commencement of any of the permitted work for crossing the Hazardous Liquid Pipeline or for working within the pipeline easement.

Code Authority: RZC 21.26.050.C Condition Applies: Site Construction

t. Construction Parking Requirements and Contact Information. A sign shall be posted on-site visible to the public throughout the duration of all construction activity per the Construction Contact Sign Handout. Construction activities consist of all site work including, but not limited to grading, landscaping, infrastructure and building permit related construction. Applicant and contractor shall work with city planner prior to mylar signing to determine location(s) of sign(s). Contact information shall remain up-to-date and visible at all times. The assigned city planner shall be notified within two business days when contact person has been changed and a picture of the updated sign shall be e-mailed. Construction Parking requirements for the project shall be denoted on the bottom portion of the sign per handout instructions.

Code Authority: RZC 21.76.070.B.3.a.ii.A; Comprehensive Plan TR-19

B. Compliance with City of Redmond Codes and Standards

This approval is subject to all applicable City of Redmond codes and standards, including the following:

Transportation and Engineering

RMC 6.36: Noise Standards

RZC 21.52: Transportation Standards

RMC 12.08: Street Repairs, Improvements & Alterations

RMC 12.12: Required Improvements for Buildings and Development RZC 21.76.100.F.9.c Nonconforming Landscaping and Pedestrian System

Area

RZC 21.76.020.G: Site Construction Drawing Review

RZC 21.76.020.H.6: Preconstruction Conference RZC 21.76.020.H.7: Performance Assurance

RZC Appendix 2: Construction Specification and Design Standards for

Streets and Access

City of Redmond: Record Drawing Requirements (February 2021)
City of Redmond: Standard Specifications and Details (current edition at

the time of this approval letter issued)

Water and Sewer

RMC 13.04: Sewage and Drainage

RMC 13.08: Installing and Connecting Water Service
RMC 13.10: Cross-Connection and Backflow Prevention
RZC 21.17.010: Adequate Public Facilities and Services Required

RZC Appendix 4: Design Requirements for Water and Wastewater System

Extensions

City of Redmond: Standard Specifications and Details (current edition at

the time of this approval letter issued)

City of Redmond: Design Requirements: Water and Wastewater System

Extensions - April 2019.

RZC 21.54: Utility Standards

Stormwater/Clearing and Grading

RMC 15.24: Clearing, Grading, and Storm Water Management

RZC21.64.060.C: Planting Standards RZC 21.64.010: Critical Areas

RZC 21.64.040: Frequently Flooded Areas
RZC 21.64.050: Critical Aquifer Recharge Areas
RZC 21.64.060: Geologically Hazardous Areas

City of Redmond: Standard Specifications and Details (current edition at

the time of this approval letter issued)

City of Redmond: Stormwater Technical Notebook, Issue No. 8, April 1st,

2019

Department of Ecology: Stormwater Management Manual for Western

Washington (amended December 2014)

Fire

RMC 15.06: Fire Code

RZC Appendix 3: Construction Specification and Design Standards for

Streets and Access

City of Redmond: Fire Department Design and Construction Guide 5/6/97

City of Redmond: Fire Department Standards

Planning

RZC 21.08 Residential Regulations
RZC 21.20 Affordable Housing
RMC 3.10

RMC 3.10 Impact Fees

RZC 21.32, 21.72: Landscaping and Tree Protection

RZC 21.24 Fences

RZC 21.26 Hazardous Liquid Pipelines

RMC 6.36: Noise Standards
RZC 21.40: Parking Standards
RCZ 21.64: Critical Areas

RZC Appendix 1: Critical Areas Reporting Requirements

Building

2015 International Building Codes (IBCs)

2015 Uniform Plumbing Code

2015 International Residential Code (IRC)

Decided November 19, 2021.

By:

Sharon A. Rice

City of Redmond Hearing Examiner

Note: Type III decisions of the Hearing Examiner may be appealed to the King County Superior Court as provided in RZC 21.76.060.J.

1	BEFORE T	HE HEARING EXAMINER
2	FOR TH	IE CITY OF REDMOND
3 4	In the Matter of the Application of) NO. LAND-2019-01105 & SEPA 2019-01129
5	Rosewood Court)))
6 7		PRELIMINARY PLAT
8 9		CERTIFICATE OF SERVICE
10	<u>CERT</u>	CIFICATE OF SERVICE
11 12 13 14	Conclusions and Decision in the Matter of 01105 & SEPA 2019-01129 for approva	ay of November, 2021, a true and correct copy of the Findings, of the Application of ROSEWOOD COURT, LAND-2019- I of a Preliminary Plat was sent via email to the Staff Planner at class mail to the Parties of Record with adequate postage
15 16 17	prepaid.	
18 19 20	November 22, 2021 Date	
21 22	Charle Xauthos	
23	Cheryl Xanthos City Clerk, MMC City of Radmand Weekington	
24	City of Redmond, Washington	
25		
2627		
28		
29		

30



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 11/6/2023 Meeting of: Committee of the Who	le - Planning and Public Works	File No. CM 23 Type: Committee	
TO: Committee of the Whole - Plar FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTAC	-		
Public Works	Aaron Bert	425-556-2786	
DEPARTMENT STAFF:			
Public Works	Chris Stenger	Public Works Deputy Director	
Public Works	Aaron Moldver	Environmental Programs Manager	
Public Works	Stacey Auer	Solid Waste Program Administrator	
• •		and Kirkland to collaborate on the Easuding reporting, reimbursement, consu	_
☑ Additional Background Info	ormation/Description of Propo	osal Attached	
REQUESTED ACTION:			
☐ Receive Information	☑ Provide Direction	☐ Approve	
REQUEST RATIONALE:			
 Relevant Plans/Policies: 			

• Other Key Facts:

Council Request:

Required: N/A

2023 King County Re+Plan

2019 King County Solid Waste Comprehensive Plan

N/A

N/A

Date: 11/6/2023	File No. CM 23-567
Meeting of: Committee of the Whole - Planning and Public Works	Type: Committee Memo

OUTCOMES:

The cities of Redmond, Bothell, Bellevue, and Kirkland, plan to build upon the existing BYOC program efforts to increase the use of reusable cups at coffee shops. The expansion and continuation of the Eastside BYOC program will focus on behavior change marketing strategies to reach target consumers, and partnership engagement efforts with coffee shops across the four cities to empower the community to choose reusables whenever possible.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• Timeline (previous or planned):

Planning will take place in fall and winter of 2023/2024 and the majority of outreach implementation will take place in the spring and summer of 2024.

Outreach Methods and Results:

Outreach will include social media, tabling, direct outreach to businesses, and other methods as established by the outreach consultant hired as part of this effort.

Feedback Summary:

N/A

COUNCIL REVIEW:

BUDGET IMPACT:			
Total Cost: N/A			
Approved in current biennial budget:	☐ Yes	□ No	⊠ N/A
Budget Offer Number: NA			
Budget Priority : Healthy and Sustainable			
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	☐ Yes	⊠ No	□ N/A
Funding source(s): King County Re+ Grant administered by the City	of Bothell		
Budget/Funding Constraints: N/A			
☐ Additional budget details attached			

Date: 11/6/2023 File No. CM 23-567 Meeting of: Committee of the Whole - Planning and Public Works **Type:** Committee Memo

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
11/21/2023	Business Meeting	Approve

Time Constraints:

The grant ends December 31, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

The City would lose the opportunity to participate in the BYOC program.

ATTACHMENTS:

Attachment A: Memorandum of Understanding for 2023-2024 King County Re+ City Grant Funds

Memorandum of Understanding for 2023-24 King County Re+ City Grant Funds

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____, 2023, by and between the City of Bothell ("Bothell"), the City of Bellevue ("Bellevue"), the City of Kirkland ("Kirkland"), and the City of Redmond ("Redmond"), all municipal corporations of the State of Washington, and collectively referred to in this MOU as "the Parties."

A. Background and Recitals

- 1. In 2022, King County (the "County") launched the Re+ initiative to reinvent the region's waste system to keep materials in use longer and reduce greenhouse gas emissions. The cities of Bothell, Bellevue, Kirkland, and Redmond signed onto the Re+ Pledge affirming support and collaboration towards the shared vision that Re+ represents.
- 2. The County developed the Re+ City Grant Program to support Cities' efforts to invest in, develop, and deliver projects that help create a more circular economy, where waste is minimized, materials are kept in use longer, and natural systems are regenerated. Cities that operate under the Solid Waste Comprehensive Management Plan that have signed the Re+ Pledge were eligible to apply for this competitive funding.
- 3. The cities of Bothell, Bellevue, Kirkland, and Redmond applied for and were awarded Re+ Grant funding in the total amount of up to \$84,000.00 (the "Grant") as described in the agreement between Bothell and the County attached as Exhibit A and incorporated herein ("Grant Agreement") to accelerate the growth of the Eastside Bring Your Own Cup (BYOC) program to support the Re+ mission to reduce single-use items and reuse everything that can be reused.
- 4. The objective of the Eastside BYOC program is to reduce single-use plastic, paper, and compostables waste by increasing consumer participation in the existing BYOC program, increasing partner coffee shop participation, and promoting sustainable practices across Bothell, Bellevue, Kirkland, and Redmond communities.

B. Agreement

Bothell, Bellevue, Kirkland, and Redmond agree as follows:

- 1. The recitals set forth above are adopted and incorporated into this MOU.
- 2. <u>Purpose</u>. The purpose of this MOU is to set forth the Parties' understanding regarding their respective responsibilities and intent to collaborate on the Eastside BYOC program, as described above and in the attached Exhibit B, Scope of Work and Budget, incorporated herein by this reference.
- Grant Administration. The Parties agree that Bothell will be responsible to manage the Grant including quarterly reporting, quarterly reimbursement requests to King County, consultant hiring, consultant contract management, and other administration activities as described in the Grant Agreement.

- 4. <u>Grant compliance</u>. The Parties agree to comply with the terms and conditions of the Grant Agreement.
- 5. Responsibilities. Each of the Parties shall provide general project support including:
 - a. Attending monthly joint meetings between the Parties regarding implementation of the Grant scope of work;
 - b. Assistance with consultant review and final selection by providing a representative to serve on the selection panel;
 - c. Review of all new and updated campaign materials; and
 - d. Other tasks as needed and agreed upon by the Parties in conformance with the Grant Agreement.
- 6. <u>Outreach Responsibilities</u>. The Parties shall provide business and event outreach within their respective cities.
- 7. <u>Grant allocation</u>. The Parties shall divide the grant marketing budget based on population and divide the remainder equally as follows:

City	Population*	% of Population	Marketing Budget Based on Population	Remaining Budget Evenly Split	Total Budget	Percent of Total Budget
Bellevue	154,600	41%	\$28,587.28	\$3,500.00	\$32,087.28	38%
Kirkland	96,920	26%	\$17,921.60	\$3,500.00	\$21,421.60	26%
Redmon d	77,490	20%	\$14,328.77	\$3,500.00	\$17,828.77	21%
Bothell	49,550	13%	\$9,162.35	\$3,500.00	\$12,662.35	15%
Total	378,560	100%	\$70,000.00	\$14,000.00	\$84,000.00	100%

*Source: April 1, 2023 Population of Cities, Towns and Counties Used for Allocation of Selected State

Revenues State of Washington

- 8. <u>Duration</u>. This MOU becomes effective on the date on which the last authorized signatory affixes his/her/their signature to this MOU. The MOU shall remain in effect until December 31, 2024 unless earlier terminated by written agreement of the Parties. This MOU may be modified by mutual written agreement of the Parties.
- 9. <u>Withdrawal</u>. Any Party may withdraw from participating in this MOU by written notice to the other Parties. Any remaining grant funds of the withdrawing Party not expended by the withdrawing Party prior to the date of withdrawal will be reallocated to the remaining Parties.
- 10. <u>Indemnification</u>. Each Party agrees to defend, indemnify, and hold harmless the other Parties from any claims, suits, actions, or liability for injury or death of any person, or for loss or damage to property, arising out of, or in connection with that Party's actions

or omissions with respect to this MOU to the extent such injury or damage was caused by the indemnifying Party's negligence.

This MOU shall be effective on the last date executed by the Parties below.

City of Bothell		
Kyle Stannert City Manager	Dat	re
Attest:		
Laura Hathaway City Clerk	_	
City of Bellevue		
Name Title	 Date	
Attest:		
City of Kirkland	_	
Name Title	 Date	
Attest:		
City of Redmond	_	
Name	 Date	

Title		
Attest:		

Exhibit A

2023-24 Re+ Grant IAA - Bothell & King County

Exhibit B

Re+ City Grant Program – Agreement with the City of Bothell Scope of Work and Budget

Initiative Title: Eastside Bring Your Own Cup (BYOC) Program

Funding Amount: \$84,000.00

Initiative Summary:

Single-use cups end up as litter, in the landfill, contaminating recycling streams, and contributing to environmental degradation and climate change. The Cities of Bothell, Bellevue, Kirkland, and Redmond are planning to build upon the existing BYOC program efforts to increase the use of reusable cups at coffee shops. The expansion and continuation of the Eastside BYOC program will focus on behavior change marketing strategies to reach target consumers, and partnership engagement efforts with coffee shops across the four cities to empower the community to choose reusables whenever possible.

This project is a collaboration between the City of Bothell, City of Bellevue, City of Kirkland, and City of Redmond.

Project Description:

The Eastside BYOC program partners will use the requested Re+ Grant funding to accelerate the growth of the BYOC program to support the Re+ mission to reduce single-use items and reuse everything that can be reused. The objective of the Eastside BYOC program is to reduce single-use plastic, paper, and compostables waste by increasing consumer participation in our existing BYOC program, increasing partner coffee shop participation, and promoting sustainable practices across our communities. The program targets environmentally conscious consumers, coffee and tea lovers, college students, city staff, elected officials, coffee shop baristas, coffee shop owners and managers, and more.

This next phase of the project will focus on gathering data during the busier season and building upon and expanding the existing BYOC Program. Data is being collected on cups reused by consumers at coffee shops and other behavioral data to help determine frequency and likelihood of reuse. Essential takeaways from the project include the positive feedback and interest from the public and the willingness and interest of coffee shops to participate and provide waste diversion data.

There are two outreach targets in this next phase- 1) consumers and 2) coffee shops.

The focus of the consumer side of the program is a strategic approach to changing behaviors to increase waste-free actions including the following:

- Marketing campaign development to reach more community members
- Education and engagement on the importance of waste reduction and benefits to the environment and community
- Sharing information on how and where to BYOC, showcasing monetary gains through coffee shop discounts, and further developing the mapping tool
- Next iteration of the BYOC pledge and stamp card program as a means to award consumer waste reduction behaviors
- Gamification through social marketing strategies to increase interest and make the experience fun and engaging
- Publicly share impact of the project and how individual actions contribute to the collective goal to reduce waste
- Make it easier and more convenient by providing reuse tool (mugs) and reminder tool (tea towel and/or window cling)
- Engaging with city staff and elected officials to internalize the reuse culture and set an example for local residents and businesses
- Expand access to the program through increased translation of outreach materials and messages.

The evolution of the coffee shop partnership engagement and participation will include:

- Increasing number of participating partner coffee shops and awareness of the program among all coffee shops within the Eastside cities
- Tracking data on reusable cup use and single-use cup prevention linked to the program
- Providing program materials and resources for coffee shops to share with consumers
- Conducting monthly check-ins to assess program campaign progress, gather feedback, and collect data.
- Providing promotional partner benefits such as coffee shop map resource, sharing discount for BYOC, listing as partner with link on cities websites, and consumer prize drawings for each partner location.

Project Outcomes:

Project outcomes are broken into two sections: increased engagement with consumers and building relationships with coffee shops.

Projected outcomes for consumer engagement efforts will include:

- Increased number of people bringing their own cups
- Data collected from partner coffee shops including number of cups prevented or number of reusable cups filled and data on frequency of reusable cup use among consumers
- Regional mapping tool populated with all Eastside BYOC partners, discounts, and BYO-friendly locations in coordination with King County and Seattle Public Utilities
- Implementation of two campaign projects a digital stamp card and pledge
- Reuse tools handed out to community members in exchange for committing to reuse through pledge or other action
- Tables at multiple summer events to increase awareness of the program
- Positive feedback received about the program

Projected outcomes for marketing efforts will include:

- Targeted marketing strategy and plan implemented with a goal of over 3 million impressions and 10,000 click-throughs to the program website
- Social media toolkit developed and shared through participating city channels
- Increasing the awareness of the importance of reuse and waste reduction for the health of the community and the planet
- Work with internal city communications team to promote reuse and BYOC by city councilmembers and staff (could include pledge, coffee shop social event, and social media promotion)
- Marketing materials translated into Spanish and Simplified Chinese and promotion in culturally relevant outlets.

Projected outcomes for coffee shop partnership engagement and participation will include:

- An anticipated 20 additional partner businesses participating, added to the mapping tool, provided with decals in windows for consumers, and willing to provide cup diversion and reuse data
- Increased monthly reusable cups filled to 5% (dependent on data) and decrease in disposable cups inventory orders
- Monthly check-ins with partners on progress of the program and feedback collection to build better relationships

Project Deliverables:

Projected deliverables from this project include:

- Participation in summer tabling events
- Reuse materials provided to community members
- Implementation of a digital stamp card
- Implementation of a BYOC pledge
- Implementation of a targeted marketing strategy and plan
- Social media toolkit developed and distributed
- Outreach to potential business partners
- Develop and distribute marketing material in Spanish and Simplified Chinese.

Budget:

Item	Estimated Timing by Quarter	Expenditure Type	Unit Price	Quantity	Amount Paid by Grant
Reusable cups	Q1 2024	Supplies	\$10.00	700	\$7,000.00
Marketing company and implementation	Q4 2023 - Q4 2024	Personnel for Other Project Team Members			\$70,000.00
Tea towels	Q1 2024	Supplies	\$2.00	250	\$500.00
Stickers	Q1 2024	Supplies	\$0.20	2500	\$500.00
Print materials	Q1 - Q4 2024	Supplies			\$1,500.00
Prize package	Q1 2024	Supplies	\$37.50	40	\$1,500.00
Translation services	Q1-Q4 2024	Other			\$3,000.00
					\$ 84,000.00

Line items in the above table can be transferred with written approval by the King County Project Manager. A contract amendment will be required for any changes that increase the overall price of the contract.



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 11/6/2023 Meeting of: Committee of the Wh	nole - Planning and Public Work	File No. CM 2 Type: Commit	
TO: Committee of the Whole - Pla FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTA	-		
Public Works	Aaron Bert	425-556-2786]
DEPARTMENT STAFF:			
Public Works	Chris Stenger	Public Works Deputy Director	7
Public Works	Aaron Moldver	Environmental Programs Manage	
Public Works	Stacey Auer	Solid Waste Program Administrator]
Local Solid Waste Financial Assist the City of Redmond for \$124,5 Ecology, \$31,137.58 City of Redm goal of the grant program is to pr composting route. Education and	ance Agreement (LSWFA) betwo 550.33.The City is eligible to re nond) from the Washington Sta covide outreach, education, and	LSWFA-2023-RedmPW-00140 Solid Wa een the State of Washington Departme eceive this biannual grant of \$124,55 te Department of Ecology for July 2023 I collection for the commercial and multiplication for the commercial and m	ent of Ecology and 0.33 (\$93,412.75 3 - June 2025. The lti-family organics
	,		
REQUESTED ACTION:			
☐ Receive Information	☑ Provide Direction	☐ Approve	
REQUEST RATIONALE:			

- **Relevant Plans/Policies:**
 - o 2019 King County Solid Waste Comprehensive Plan
 - o Environmental Sustainability Action Plan (ESAP): Actions M1 and M2
 - Utilities Strategic Plan: Strategies 7 & 8
- Required:

Date: 11/6/2023 Meeting of: Committee of the Whole - Plann	ning and Public	Works	File No. CM 23-568 Type: Committee Memo	
Redmond includes participation in the installation of water bottle filling station	ne Eastside Wa ons in City Hall, ge (2019-21); o	aste Preventior Public Safety, a	artment of Ecology. Past uses of this gran n Campaign (2021-2023); the purchase and other city facilities (2019-21); purchase chnical assistance to Redmond businesse	and se of
OUTCOMES: Outcomes include diversion of organics w compost locally. Additionally, the grant w avoiding contamination. Education and ope scraps and compostables, as well as help ed	ill fund outread erational assista	ch and education of the contract of the contra	on to ensure participants compost corre ays will increase diversion of recyclables, f	ctly,
COMMUNITY/STAKEHOLDER OUTREACH A	ND INVOLVEM	ENT:		
 annually in July. Outreach Methods and Results: The commercial and multi-family o and door-to-door outreach. Results 	organics route v will include bot by Days outrea	vill be promote th the number o ch will be via o	er week year-round. Derby Days takes ped via letters, postcards, FOCUS, social me of additional participants as well as increas n-site signage and in-person vendor outre	edia, se in
BUDGET IMPACT:				
Total Cost: The full grant is \$124,550.33, with Ecology's	s share being \$9	3,412.75 and th	ne City of Redmond's share being \$31,137.	.58
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A	
Budget Offer Number: 000220				
Budget Priority : Healthy and Sustainable				

⊠ No

□ N/A

☐ Yes

Other budget impacts or additional costs:

If yes, explain:

N/A

Date: 11/6/2023 Meeting of: Committee of the Whole - Planning and Public Works	File No. CM 23-568 Type: Committee Memo
Funding source(s):	

Solid Waste Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Committee of the Whole - Planning and Public Works	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/21/2023	Business Meeting	Approve

Time Constraints:

The grant period ends June 30, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

The City would lose LSWFA grant funding and look elsewhere to fund the programs included in the grant scope. Redmond would forgo use of LSWFA funds for the current grant cycle but would have the opportunity to reapply for the 2025-27 grant cycle.

ATTACHMENTS:

Attachment A: 2023-2025 Agreement No, SWMLSWFA-2023-RedmPW-00140 Solid Waste Management Local Solid Waste Financial Assistance Agreement between the State of Washington Department of Ecology and the City of Redmond



Agreement No. SWMLSWFA-2023-RedmPW-00140

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF REDMOND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CITY OF REDMOND, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	P&I City of Redmond
Total Cost:	\$124,550.67
Total Eligible Cost:	\$124,550.67
Ecology Share:	\$93,413.00
Recipient Share:	\$31,137.67
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Planning & Implementation

Project Short Description:

The City of Redmond will spend \$124,550.67 to divert 1,080 tons of organics material from landfilling.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

Agreement No: SWMLSWFA-2023-RedmPW-00140

Project Title: P&I City of Redmond Recipient Name: CITY OF REDMOND

RECIPIENT INFORMATION

Organization Name: CITY OF REDMOND

Federal Tax ID: 91-6001492 UEI Number: XK1UCKFKU3N9

Mailing Address: PO Box 97010

Redmond, WA 98073-9710

Organization Email: cbeam@redmond.gov

Contacts

Project Manager	Stacey Auer
	Program Administrator
	15670 NE 85th Street
	MS: 2NPW
	Redmond, Washington 98073
	Email: slauer@redmond.gov
	Phone: (425) 556-2832
Dill. C. 1	Gloria Hulskamp
Billing Contact	Capital and Grant Analyst
	15670 NE 85th St.
	Redmond, Washington 98052
	Email: ghulskamp@redmond.gov
	Phone: (425) 556-2702
Authorized	Angela Birney
	Mayor
Signatory	
	15670 NE 85 St.
	Redmond, Washington 98052
	Email: mayor@redmond.gov
	Phone: (425) 556-2429

Agreement No: SWMLSWFA-2023-RedmPW-00140

Project Title: P&I City of Redmond
Recipient Name: CITY OF REDMOND

ECOLOGY INFORMATION

Mailing Address: Department of Ecology

Solid Waste Management

PO BOX 47600

Olympia, WA 98504-7600

Physical Address: Solid Waste Management

300 Desmond Drive SE

Lacey, WA 98503

Contacts

Project Manager	PO Box 330316 Shoreline, Washington 98133-9716 Email: stwi461@ecy.wa.gov Phone: (425) 213-3565
Financial Manager	PO Box 330316 Shoreline, Washington 98133-9716 Email: stwi461@ecy.wa.gov Phone: (425) 213-3565

Agreement No: SWMLSWFA-2023-RedmPW-00140

Project Title: P&I City of Redmond
Recipient Name: CITY OF REDMOND

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$124,550.67

Task Title: Organics Off-site Management

Task Description:

RECIPIENT offers cart-based collection of food-based organics to multifamily properties and businesses at no cost to them. RECIPIENT will continue to support this service on a targeted route in the City of Redmond for existing participants and will outreach to other multi-family properties and businesses on this same targeted route to increase participation. RECIPIENT will continue to work with a contractor to provide technical assistance to multifamily properties and businesses already in the program and for those transitioning into the program. Reimbursement for costs incurred by contractors to perform work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT.

RECIPIENT will continue to work closely with the collection service provider to monitor this targeted route for contamination and collection data. RECIPIENT is able to analyze data for total tons collected on this route and generate an estimated increase in collection annually by calendar year. RECIPIENT will share their commercial organics program annual report by uploading it to the progress report in quarter Q2 for 2023 and Q6 for 2024, and also use it to report estimated tons collected by quarter.

RECIPIENT is encouraged to work with the ECOLOGY grant manager when new outreach materials are developed and or existing materials are reprinted for distribution when those materials promote the task. If costs to develop, print, and or distribute materials are charged to the task, RECIPIENT must provide a copy of the material for ECOLOGY review 10 business days prior to finalizing, printing, and or distribution of materials. ECOLOGY will limit its review to confirmation the grant program was properly acknowledged, and content does not contradict current State messaging.

Work performed:

BY COLLECTION SERVICE PROVIDER

• Collection services up to twice a week for existing multi-family property participants and for additional multi-family properties added to the route during the grant period

BY CONTRACTOR

- Coordinate hauler to ensure route is well-managed, serviced consistently and on-time while minimizing contamination
- Expand program by adding at least 3 businesses and 3 multifamily properties annually
- Provide technical assistance for compost program design and set up at participating businesses and multifamily properties (training, container size, orientation, locations, potential service level changes, install signage, apply container decals, etc)
- Provide compost pails and compostable bags to program participants
- Monitor containers to assess contamination and assist staff with making changes to program design to address contamination issues
- Provide feedback/results to staff and program information to ensure success for businesses and multifamily properties and encourage continued participation after program ends
- Participate in an annual on-truck ride-along of the complete organics route to assess cart condition, location and level of service
- Complete annual report of the commercial organics route to assess level of service, cart use, cart contamination, cart location

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State of Washington Department of Ecology

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and make changes to services

By RECIPIENT

- Oversee collection service contract
- Coordinate with contractor to assist with organics contamination reduction for approximately 136 businesses, including 12 schools and 9 government buildings, and 62 multifamily properties in Redmond

Task Goal Statement:

The goal of this Task is to divert organics material from the landfill by providing options for targeted multi-family properties and businesses to properly manage their organics material.

COSTS ELIGIBLE FOR REIMBURSEMENT

- Staff salaries and benefits, and indirect up to and including 30%
- Collection costs (if this is not purchased services but rather a contract, a copy of the contract must be submitted to ECOLOGY prior to reimbursement)
- Contractor costs (copy of contract must be submitted to ECOLOGY prior to reimbursement)
- Costs not listed here but approved in writing by ECOLOGY

COSTS INELIGIBLE FOR REIMBURSEMENT

- Overtime unless the individual spent 100% of their time on LSWFA activities in the core 40-hour work week
- Staff participation in trainings, workshops and/or conferences not pre-approved in writing by ECOLOGY
- Costs of membership in civic, business, technical and or professional organizations not pre-approved in writing by ECOLOGY
- Costs not supported with required documentation

Task Expected Outcome:

RECIPIENT will know the number of carts serviced and will estimate tons collected in the quarter.

With the task budget, RECIPIENT estimates,

- 1,080 tons of organic waste diverted from landfilling
- 5% increase of tons collected from previous biennium (confirmed in annual report)

Recipient Task Coordinator: Stacey Auer

Organics Off-site Management

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the	
	deliverables and achieved incrementally throughout the biennium.	

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BUDGET

Funding Distribution EG240089

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: City of Redmond Funding Type: Grant
Funding Effective Date: 07/01/2023 Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD
Type: State
Funding Source %: 100%

Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant?

City of Redmond	Task Total	
Organics Off-site Management	\$	124,550.67

Total: \$ 124,550.67

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share		Ecology Share		Total
City of Redmond	25.00 %	\$ 3	31,137.67	\$ 93,413.00		\$ 124,550.67
Total		\$ 3	31,137.67	\$	93,413.00	\$ 124,550.67

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, ECOLOGY will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by ECOLOGY. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTs of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each Payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

<u>A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:</u>

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for

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debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

- 2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- 4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- 7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- 8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in http://www.sam.gov and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- · Receives more than 80 percent of its annual gross revenues from federal funds.
- · Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov/ within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov/.

For more details on FFATA requirements, see www.fsrs.gov/.

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C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1. Procure or obtain;
- 2. Extend or renew a contract to procure or obtain; or
- 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232
 PLAW-115publ232.pdf, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) https://sam.gov/SAM/ exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic

requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
- 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
- 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: SWMLSWFA-2023-RedmPW-00140

Project Title: P&I City of Redmond
Recipient Name: CITY OF REDMOND

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: SWMLSWFA-2023-RedmPW-00140

Project Title: P&I City of Redmond
Recipient Name: CITY OF REDMOND

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: SWMLSWFA-2023-RedmPW-00140

Project Title: P&I City of Redmond
Recipient Name: CITY OF REDMOND

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 11/6/2023 Meeting of: Committee of the Whole - Planning and Public Works		S	File No. CM 23-596 Type: Committee Memo		
TO: Committee of the Whole - Planning a FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):	and Public Works				
Planning and Community Development	Carol Helland		425-556-2107]	
DEPARTMENT STAFF:					
Planning and Community Development	Jason Lynch	Deputy Dire	ector]	
Planning and Community Development	Todd Rawlings	Process Im	provement Manager	1	
OVERVIEW STATEMENT: With the Development Services Process consultant to streamline, improve consultants of the City, which are supported and Fire. This cross-departmental process is consistent with the community vision of the City of	istency and predictabiled by the departments of improvement will con	ity of our permi of Planning and C tribute to the Cit	tting, inspection, and Community Developme	code compliance ent, Public Works,	
☐ Additional Background Informat	ion/Description of Prop	oosal Attached			
REQUESTED ACTION:					
☐ Receive Information	☑ Provide Direction	□ Арр	rove		

Relevant Plans/Policies:

EV-1 Provide a positive, accessible and "user-friendly" atmosphere to those seeking municipal services.

EV-2 Foster a culture throughout the City organization that continuously improves the quality, predictability, timeliness and cost of the development process.

EV-12 Evaluate development regulations periodically to:

- Ensure that uses not previously contemplated and that are consistent with the intent of the Comprehensive Plan can locate within the city; and
- Review development standards, timelines and fees to promote predictability and consistency.

Required:

REQUEST RATIONALE:

Second Substitute Senate Bill 5290 https://lawfilesext.leg.wa.gov/biennium/2023-24/Pdf/Bills/Session% 20Laws/Senate/5290-S2.SL.pdf?q=20231101133548> was signed by the Governor on May 8, 2023. This bill

Date: 11/6/2023 Meeting of: Committee of the Whole - Planning	and Public Wor	ks	File No. CM 23-596 Type: Committee Memo		
requires cities to report permit perform starting in 2025. Improvements to the contained in this bill. Council Request: N/A Other Key Facts: Council requested continuous process i	permitting ente	rprise are necess	•		
OUTCOMES: The Development Services Process Improvement teams and with assistance from the Consultant Action Plan, the City of Redmond will be well pour Permit throughput and staff utilization.	to identify key o	pportunities for	Permit Process improvement. With this		
COMMUNITY/STAKEHOLDER OUTREACH AND	INVOLVEMENT:				
 Timeline (previous or planned): We will work with consultant to develo Outreach Methods and Results: TBD Feedback Summary: TBD 	p implementatic	on plan.			
BUDGET IMPACT:					
Total Cost: The contract for consulting services is not to exceed \$95,000. The funding to develop the consultant agreement and Development Services Process Improvement Plan comes from fees collected through the Development Services function.					
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A		
Budget Offer Number: 0000042 Development Services					
Budget Priority : Vibrant and Connected					
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	☐ Yes	□ No	⊠ N/A		

Funding source(s): General Fund

Date: 11/6/2023 File No. CM 23-596 Meeting of: Committee of the Whole - Planning and Public Works **Type:** Committee Memo

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
11/21/2023	Business Meeting	Approve

Time Constraints:

The selected consultant has been notified and is coordinating with City staff regarding the project schedule. Project work is anticipated to begin in early December 2023.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the City will not be able to move forward with the consultant contract and Process Improvement initiatives will be slowed; the City will lack a key resource in gathering independent Voice of the Customer input from both internal teams and external customers.

ATTACHMENTS:

Attachment A - Marcum, LLP Proposal Attachment B- Consultant Agreement



BID RESPONSE

Responding To:

Bid/Project Number: RFP 10790-23

Bid/Project Title: Development Services - Process Improvement

Closing Date: 09/15/2023, 2pm PST

Submitted By:

Name of Company Submitting Response: Marcum

Printed Name of Person Submitting Response: Alex Kee

Email: alex.kee@marcumllp.com

Signature of Person Submitting Response:

Date: 9/14/2023

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here

Response to RFP # 10790-23

Proposal for Process Improvement Services for the

City of Redmond, Washington

September 14, 2023

Alex Kee, AICP

Phone: (207) 504-2520 Alex.Kee@marcumllp.com

One Canal Plaza, 4th Floor Portland, ME 04101

This proposal is valid 180 days from September 14, 2023



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September 14, 2023

City of Redmond Attn: Audrey Stenerson 15670 NE 85th Street Redmond, WA 98073-9710

Dear Ms. Stenerson:

On behalf of Marcum LLP (Marcum) and our client service team, we are pleased to present our proposal to the City of Redmond (City) to provide process improvement services. We appreciate the opportunity to provide you with this response and understand the importance of selecting the right firm to serve as the City's partner.

Marcum is well positioned to serve the City for the following reasons:

- Our proposed project manager is AICP, Lean Six Sigma and Prosci® Change Management certified
- We have a deep understanding of working with local government organizations across the Country on process improvement, gap analysis, diagramming, and software planning, selection, and implementation projects
- ▶ 70+ year history providing auditing, accounting and consulting services to both public and private clients
- 4000+ professionals in 49 offices, dedicated to offering our clients best-in-class service

We understand the City is seeking a qualified firm to lead process improvement efforts and provide recommendations for meaningful and lasting transformation of the permitting and inspection functions. Our work will focus on evaluating existing processes, identifying process improvement opportunities and creating an action plan to implement those changes. Our goal is to align the permitting and inspections processes with the community vision articulated in the Comprehensive Plan and with industry best practices.

Thank you for considering Marcum. If you have any questions or require additional information, please contact me directly at 207-504-2520 or alex.kee@marcumllp.com. We look forward to working with the City of Redmond on this important initiative.

Sincerely,

Alex Kee, AICP Director, Public Sector Primary Contact James Wilkinson, CPA

Partner

Authorized to represent & contractually bind the firm

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EXECUTIVE SUMMARY

Engagement Team

Engagement Partner James Wilkinson, CPA

Project Manager Alex Kee, AICP

Lead Business Analyst Matthew Tremblay, Prosci® CCP

Timeline

October 2023 – February 2024

Scope of Services

Phase 1: Project Planning

- > D1. Project Work Plan and Schedule
- > D2. Bi-Weekly Project Status Updates
- ► Phase 2: Evaluate Existing Processes
 - D3. As-Is Process Diagrams
- ► Phase 3: Identify Process Improvements
 - > D4. To-Be Process Diagrams
 - > D5. New Standard Forms
 - > D6. Development Services Process Improvement Report
 - > D7. Implementation Plan

Contact Info and Main Team Office

- Alex Kee, AICP
- ▶ (207) 504-2520 | <u>alex.kee@marcumllp.com</u>
- ▶ Office: 1 Canal Plaza, 4th Floor | Portland, ME 04101

Who We Are

- Marcum ranked as a top 15 firm by Accounting Today
- ➤ 70+ year history providing auditing, accounting and consulting services to both public and private clients
- ▶ 4000+ professionals in 49 offices, dedicated to offering our clients bestin-class service
- ► Significant background in government process re-engineering, including analysis and implementation of best practices

Washington Business Information

- Marcum LLP UBI # 603-055-133
- Marcum Advisory Group LLC UBI #604-924-187
- ► Marcum Technology LLC UBI #604-836-806
- ► Marcum LLP CPA License #5994



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ABOUT THE FIRM

As a Firm, we are unique. We pride ourselves on delivering high quality products and services that exceed our clients' expectations. Our breadth of services, focus on client results and our personal approach is the reason our firm has become a leader in the local government consulting space. Marcum is one of the largest independent public accounting & advisory services firms, we have a depth and breadth of services not just in government consulting services, but also in assurance, tax, technology, search, and wealth management that enables us to be a comprehensive provider of our client's needs. In addition, we service a variety of industries, including:



Marcum LLP is a Limited Liability Partnership with 550 partners that was established in 1951 in the state of New York. Jeffrey Weiner is the current Chairman and CEO. He is supported by an Executive Committee, which consists of leadership throughout the U.S.

Marcum provides a comprehensive range of professional services through the following organizations:

- Marcum LLP Accountants & Advisors
- Marcum Technology LLC Systems Integration & Consulting
- Marcum Search LLC Executive Recruiting and Placement
- Marcum Wealth Financial Planning and Investment Advice
- ► Marcum Insurance Services
 Addressing Unique Insurance Needs
- Marcum Asia
 Specialized Accounting for Chinese
 Companies
- Marcum RBK
 Specializing in Services for Alternative Investments



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The following chart illustrates Marcum LLP's governance.



Insurance Coverage

Marcum a variety of insurance and liability policies including, but not limited to Professional Liability (Errors and Omissions), Comprehensive General Liability, Cyber, Automobile, and Workers' Compensation. In the event that Marcum is awarded the contract for the provision of process improvement services, we will provide a certificate of such insurance issued by a corporation licensed or authorized by the Commissioner of Insurance to do business in the State of Washington, if requested.



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GOVERNMENT CONSULTING SERVICES

In addition to the services proposed for this project, our governmental consulting professionals also provide the following services. Their knowledge and experience allow us to provide the highest level of professional services to our governmental clients.

Process Improvement

Our professionals will work closely with client subject matter experts to document current environment business processes. Once the processes are documented we can identify and eliminate inefficiencies (e.g., duplicate data entry) and take advantage of best practices to implement improvements (e.g., new technologies).

Assessment

Gap Analysis/Needs

Marcum gathers information from a variety of sources (i.e., internal and external fact-finding interviews, information requests, software vendors, and web based surveys) to understand the client's current environment. This data informs our understanding and analysis of the current environment and existing needs.

Process Diagramming

Our professionals will work closely with client subject matter experts to document every step in a workflow process using Microsoft Visio. These process diagrams can be used to inform improvement, support process change, train new hires, and help with software implementations.

System Selection and Planning

Our firm will lead an independent and objective software selection process to help ensure our clients select a vendor that can meet their needs. These projects may include a current environment assessment, defining system requirements, assistance with RFP development, selection assistance, and implementation planning recommendations.

System Implementation Project Management (Full-Time)

Our team will act as the implementation project manager. In this role, we will identify project risks and issues, monitor project activities, provide recommendations to mitigate risks, and lead the coordination of vendor activities. This level of service assumes the client will provide a project management team that our team will oversee.

System Implementation Project Management (Oversight)

Our team will act as an active advisor to an individual the client designates as project manager. We will also lead select implementation activities we mutually agreed upon. These will likely include project plan reviews, configuration and analysis support, testing, training, and production cutover support.



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KEY PERSONNEL

We carefully assembled a team of Marcum professionals that will lead the process improvement project for the City. Our proposed team has the in-depth experience providing comprehensive process improvement and assessment projects to local governments across the United States—specifically in the development services functional area. This project also includes diagramming the City's processes in both the current and desired future state and providing recommendations to ultimately help achieve a greater level of efficiency for the City and community. Please refer to Appendix A for team profiles.



James Wilkinson, CPA | Partner | Engagement Partner

Mr. Wilkinson will be a governmental resource partner on the engagement. He is authorized to contractually bind the firm should you select Marcum as your partner. He has more than 35 years of public accounting experience providing audit, accounting services, and technology consulting to a wide array of clients and

industries, including his primary focus with government clients.



Alex Kee, AICP | Director | Project Manager

Mr. Kee will assume full responsibility for the engagement and will maintain continuous contact with the City's project manager. He will be available to the members of the City project and leadership team as a project manager and subject matter expert resource. He will be the main point of contact and work with City

staff to schedule meetings, confirm deliverables, and provide his extensive community development experience.



Matthew Tremblay, Prosci® CCP | Manager | Business Analyst

Mr. Tremblay will be responsible for assisting the project manager and supporting an array of engagement efforts. He is a manager within Marcum Technology with more than 20 years of experience in both public and private advisory services. In the public sector, he has used technology to help local government entities

overcome challenges with systems, processes, and policies.

In addition to the service team above assigned to this engagement, we have a team of consultants with extensive experience in serving municipal organizations we use as resources. Our team members are among the most talented in their field and have outstanding reputations. We understand that continuity is important and commit to you that we will do everything possible to limit transition of staff on your engagement. Historically, Marcum has had staff turnover that is significantly below the industry average. **Team members were selected based on their experience and ability to meet the identified timeframe requirements for this project.**



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METHODOLOGY

Below we have outlined our project approach to complete the City's desired tasks within 5 months. Marcum will be flexible when it comes to developing and executing on those tasks and we understand each project is different. We believe one of the primary reasons we have been successful is our willingness to design our approach with our clients. If there is a desire to update or expand our approach we will be accommodating.



Phase 1: Project Planning

Conduct initial project planning web conference with the City Project Manager. We will host an initial project planning web conference with the City Project Manager and identified Steering Committee to confirm project goals, objectives, and expectations of the project. During this meeting we will also confirm City staff involved in the project, on-site diagram scheduling, and relevant documents for Marcum to review.

Develop draft project work plan and schedule and review with the City. We will then develop a draft Project Work Plan and Schedule and facilitate a web conference work session to review the plan and schedule with the City Project Manager and Steering Committee before updating to final.

<u>Deliverable 1: Project Work Plan and Schedule</u>

Provide Bi-Weekly Project Status Updates. Throughout the project, our project manager will provide bi-weekly status updates that describe the activities and accomplishments for the reporting period, plans for the upcoming week, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable or the project schedule. This update will be provided to the City Project Manager and Steering Committee.

Deliverable 2: Bi-Weekly Project Status Updates

Phase 2: Evaluate Existing Processes

Request existing documentation. We will provide the City with an information request sheet to obtain available documentation that will be helpful to us during the project (e.g., feedback received from staff and development services customers, organizational charts, EnerGov procedure documents, and previously documented processes). We will respectfully request that the City provide the requested information prior to the diagramming sessions as reviewing this information in advance will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of City personnel's time.



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Review the City documentation in preparation for diagramming sessions. Before conducting our process diagramming sessions, we will review the data received from the information request.

Confirm list of processes to be diagrammed with City. We will draft a schedule for our as-is process diagramming sessions with City staff and convey the expectations for their participation in advance of our meetings. These diagrams will serve as a starting point for the future state or "to-be" business processes.

Conduct on-site current state process diagramming. The goal of these sessions is to document current processes and identify challenges and area for improvement. We will discuss current processes, customer service, best practices, training, technology used, overall challenges, and opportunities for improvement. We recommend starting with the most complex processes and capturing process notes directly on the Microsoft Visio diagrams. Additional processes and sub-processes would be scheduled and completed as needed. Clearly defined current "as-is" and future "to-be" state business processes:

- Allow staff to visualize the entire process
- ▶ Educate those who are new hires or not involved in a process
- Streamline workflow by eliminating identified inefficiencies (e.g., duplicate data entry or physically routing plans for review)
- ▶ Use the documented processes as a foundation for decision making and change management

Conduct diagramming follow-up activities. We will follow up with the City to collect any additional information needed to finalize our work, and facilitate a web conference with the City's Steering Committee to review the draft as-is business process diagrams, which will be finalized after City feedback is implemented.

Deliverable 3: As-Is Process Diagrams

Phase 3: Identify Process Improvements

Conduct to-be business process diagramming. We will work with the City Project Manager and Steering Committee to update the as-is process diagrams to a desired future state. These sessions can be completed on-site or remotely, as desired. We will use the current processes challenges, City feedback and industry best practices as the foundation for opportunities for improvement.

Conduct mapping follow-up activities. We will again follow up with the City to collect any additional information needed to finalize our to-be business process diagrams, and facilitate a web conference with the City's Steering Committee to review the draft to-be business process diagrams, which will be finalized after City feedback is implemented.

<u>Deliverable 4: To-Be Process Diagrams</u>

Create new standard forms. Following the completion of the to-be process diagrams we will work with the City to identify and create standard forms to match the updated workflows.



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Review and finalize standard forms with Steering Committee. We follow up with the City Steering Committee to collect any additional information needed to finalize our standard forms.

Deliverable 5: New Standard Forms

Develop draft Development Services Process Improvement Report. We will use the information gathered through the information request and diagramming sessions to develop a draft Development Services Process Improvement Report. This Report will include:

- Introduction
- Current Environment Summary
- Primary Challenges
- Process Recommendations
- Next Steps
- As-Is Process Diagrams
- ► To-Be Process Diagrams

Review and finalize the draft Development Services Process Improvement Report. We will facilitate a web conference work session with the City Steering Committee to review the draft Report. After applying the resulting edits, we will submit a final version to the City.

<u>D6: Development Services Process Improvement Report</u>

Develop draft Implementation Plan. We will use the information gathered in the Development Services Process Improvement Report to develop a draft Implementation Plan. This will include a current environment summary and prioritized recommend improvements based on the City's goals and principals, current environment challenges, best practices, and ease of implementation. The Implementation Plan will include:

- Introduction
- Current Environment Summary
 - Primary Challenges
- Prioritized Recommendations based on:
 - City Goals and Principals
 - Current Challenges
 - Industry Best Practices
 - Ease of Implementation
 - Action Items to Implement
- Next Steps

Review and finalize the draft Implementation Plan. We will facilitate a web conference work session with the City Steering Committee to review the draft Implementation Plan. During this session we will confirm the prioritized recommendations and applying any additional edits. A final version will be circulated for review before deemed final by the Steering Committee.

D7. Implementation Plan



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RELEVANT PROJECT EXPERIENCE

Below are relevant engagements members of the proposed project team have completed with local government clients.

Client (population)	Process Diagramming	Process Improvement	Needs Assessment	Software Planning	Software Selection
City of Beaverton, OR (98,200)		✓	✓	✓	✓
City of Boston, MA (654,800)	✓	✓	✓	√	
City of Broken Arrow, OK (116,300)			✓	✓	✓
City of Chelsea, MA (38,900)	✓		✓		
City of Dallas, TX (1,288,000)		✓			
City of DeSoto, TX (55,729)		✓	✓	✓	✓
City of Detroit, MI (632,500)			✓	✓	✓
City of Frisco, TX (210,700)	✓	✓	✓	✓	✓
City of Hillsboro, OR (106,600)			✓	✓	✓
City of Irvine, CA (309,000)			✓	✓	✓
City of Katy, TX (24,000)		✓	✓	✓	
City of Lakeville, MN (72,812)		✓	✓	✓	✓
City of La Vista, NE (16,600)		✓			
City of Lawrence, KS (95,200)			✓	✓	✓
City of Mansfield, TX (74, 300)			✓	✓	✓
City of McKinney, TX (202,700)	✓			✓	
City of Philadelphia, PA (1,576,000)	✓			√	
City of Plano, TX (288,200)	√	✓	✓		
City of Puyallup, WA (42,800)	√	√		✓	



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Client (population)	Process Diagramming	Process Improvement	Needs Assessment	Software Planning	Software Selection
City of Richland, WA (61,900)	✓			✓	
City of Rockville, MD (67,100)	✓	✓		✓	
City of Vancouver, WA (192,200)		✓			
City of Weatherford, TX (33,700)	✓		✓	✓	✓
City of Worcester, MA (205,918)		✓	✓	✓	
City-County Information Technology Commission, WI (137,648)	√	√	√	√	
Dona Ana County, NM (221,500)			✓	✓	✓
Lafayette Consolidated Government (480,347)		✓	✓	✓	
Maui County, HI (164,200)			✓	✓	✓
Midvale City, UT (35,900)			✓	✓	
Louisville Metro Government, KY (628,594)	✓	✓	✓	✓	
Saginaw County, MI (189,591)		✓	✓	✓	
Town of Mount Pleasant, SC (92,400)			✓	√	
Travis County, TX (1,305,000)	✓	✓	✓		
Village of Schaumburg, IL (77,082)	√	√	√	✓	



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REFERENCES

City of Richland, WA

Contact and Title Tracy Troutman, IT Applications Supervisor Phone | Email 509.942.7639 | ttroutman@ci.richland.wa.us Address 505 Swift Blvd | Richland, WA 99352

Description

Project Our proposed project manager, Alex Kee assisted the Community Development Department with as-is process diagramming and analysis in preparation for a new community development software (EnerGov) implementation. Below are the project deliverables:

- Project Work Plan and Schedule
- Bi-Weekly Status Updates
- Stakeholder Interviews
- As-Is Process Diagrams
- Opportunity for Improvement Memo

The focus of this project was to capture the as-is processes for each of the City's in-scope workflows, identify challenges and other opportunities for improvement, and identify additional implementation considerations as the system implementation planning activities progress.

Village of Schaumburg, IL

Contact and Title Julie Fitzgerald, Community Development Director Phone | Email 847.923.4430 | jfitzgerald@schaumburg.com Address 101 Schaumburg Court | Schaumburg, IL 60193

Description

Project Our proposed project manager, Alex Kee led an operational study for the Village's Community Development Department. The focus of this project included evaluating and providing recommendations for improvements for the department's management structure, staffing, operations, technology, and internal systems against industry best practices and comparable local communities. Below are the project deliverables:

- Project Work Plan and Schedule
- Bi-Weekly Status Updates
- Stakeholder Interviews
- Current Environment Assessment Report
- ▶ Best Practice Research with Comparable Communities
- Recommendations for Improvement Report
- ▶ To-Be Diagrams
- Prioritized List of Recommendations for Improvement Presentation

The final deliverable was adopted by the Village's Mayor. Nine projects and initiatives were recommended to support the department's processes and address current environment challenges. These projects were assigned a priority ranking with Village leadership by relative benefit, ease of implementation and best practice.



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City of Boston, MA

Contact and Title Taylor Smith, Procurement Manager Phone | Email 617.635.4564 | taylor.smith@boston.gov Address 1 City Hall Square | Boston, MA 02201

Project Our proposed project manager, Alex Kee assisted the Public Works **Description** Department with assessing the in-house developed right-of-way City of Boston Utility Coordination Software (COBUS). This project included as-is and to-be process diagramming and a current and future state analysis. Below are the project deliverables:

- Project Work Plan and Schedule
- As-Is Process Diagrams
- ▶ To-Be Process Diagrams
- Future State Analysis Report
- Future State Presentation and Training

The business process diagrams were used to implement opportunities for improvement identified throughout the project and in the development of a new version of the City of Boston Utility Coordination Software (COBUS 2.0).

Travis County, TX

Contact and Title Phone | Email

Anna Bowlin, Development Services Division Director 512.854.4215 | Anna.Bowlin@traviscountytx.gov Address 700 Lavaca Street | Austin, TX 78767

Project Description

Our proposed project manager, Alex Kee assisted the County's Development Services Division with process improvement and cost of services assessment. The focus of this project included an analysis of the review and inspections functions, identifying and implementing recommendations, assessing the County's cost of services related to the development review and inspection process, collecting public input, and summarizing all findings and recommendations in a final report. Below are the project deliverables:

- Project Work Plan and Schedule
- Fact-Finding Meetings
- Bi-Weekly Status Updates
- Monthly Status Reports
- Analysis of Review and Inspection Functions
- Process Diagrams
- Interim Process Memo
- Optimize County Review and Inspection Process Memo
- Assess County Cost of Service
- Final Report Presentation

The County and City had many overlapping responsibilities. We recommended the County prioritize their responsibilities, coordinate weekly meetings with the appropriate leaders from the City to allow staff to allocate their time to important tasks. The County added a third-party review firm for special projects, increased fees to meet the cost of services provided, and added staff to fill requirements.



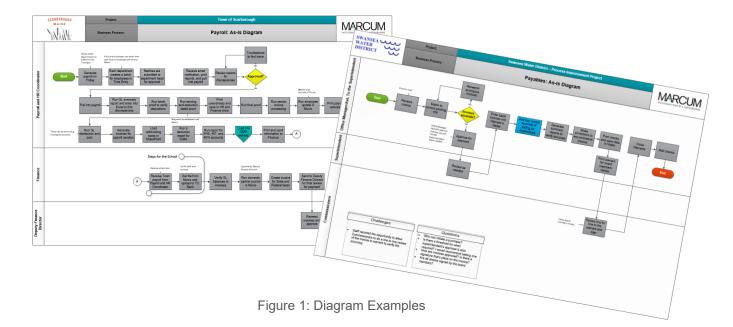
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WHY MARCUM

Marcum specializes in providing quality and independent consulting services with a detailed plan and communication strategy that promotes reliability in our methodology and value in our deliverables. We have built our reputation on providing high quality value-added consulting services with superior technical capabilities. Our clients tell us we deliver industry specific experience with unmatched quality and partner-level attention. Our reputation for delivering exceptional quality and client service is a direct result of the hands-on involvement and level of attention from our partners, directors and managers.

An important element of our approach is providing constructive services for the purpose of helping you improve operating efficiency and the effectiveness of your Development Services Department. Because of our position as consultants, our experience with governmental entities and our knowledge of development services, we expect to make recommendations that are useful and important. We consider process improvement services to be vital and our experience with these types of projects will be a significant part of our overall recommendations for the City.

Our recommendations will be presented in our deliverables, which will include recommendations we believe warrant attention. Additionally, we will use our deliverables to advise the City's management of recommendations to enhance the overall effectiveness of the City's permitting and inspection operations. We will continually communicate important changes or proposed changes to assist the City's management in assessing the impact of such changes on City's services. Our team will discuss our deliverables and recommendations with the City's management team, and communicate our ideas as significant recommendations as they are developed, rather than waiting until the conclusion of our project.





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PRICING

Below is our discounted blended hourly rate and agreement to not exceed \$49,942 for the total project. If there are any additional services requested beyond the scope of work we will use the blended hourly rate plus any out-of-pocket expenses for travel. Marcum also understands and agrees to obtain a City of Redmond business license before performing these services.

All-Inclusive Proposed Cost

Not to Exceed Fee	Discounted Blended Hourly Rate for Ongoing Support
\$49,942	\$250 / hour

Our fee for these services will be billed after our deliverable acceptance process to ensure we meet the expectation of the City.

Billing Assumptions

We made the following assumptions in arriving at our estimated fees:

- Client resources that we need to perform our work will be made available to us in a timely fashion. Specifically, subject matter experts for diagramming meetings and deliverable reviews.
- All document requests and other information required by us will be delivered to our team members within timetables determined during the project management phase of our engagement or on a timely basis if requested during the course our project.
- 3. Information that we receive to perform our work will be accurate and complete.
- 4. There are no unforeseen circumstances that will prohibit us from working efficiently.

Out-of-Pocket Expenses

The aforementioned fee is not-to-exceed. Marcum will bill against the not-to-exceed fee for direct out-of-pocket expenses, including but not limited to travel and food. Marcum is anticipating two on-site trips for diagramming. The rest of the project will be completed remote, regardless of the hours spent on a task. Marcum will also waive our standard administrative fee, an allocation of overhead expenses that are not billed as direct reimbursable expenses.

Manner of Payment

Our invoices for these fees will be rendered monthly as the work progresses, and are due and payable upon presentation.

EXCEPTIONS

Some of the terms and conditions in this proposal to provide consulting services may need to be tailored more appropriately and some additional terms and conditions may be necessary. Should Marcum's proposal be accepted, we will negotiate a mutually satisfactory engagement letter with the City covering the services proposed and the parties' relationship for these services. This proposal is contingent upon successful completion of Marcum's acceptance procedures.



APPENDIX A

Engagement Team Profiles





JAMES D. WILKINSON, CPA*, CITP

PARTNER > ASSURANCE SERVICES



401.600.4709



james.wilkinson@marcumllp.com

James D. Wilkinson is a partner in the Firm's Providence, Rhode Island office. He has more than 35 years of public accounting experience providing audit, accounting services, and technology consulting to a wide array of clients and industries. Additionally, he advises clients in areas ranging from business process efficiencies, mergers and acquisitions, and implementation of new accounting pronouncements.

Mr. Wilkinson is passionate about leveraging technologies to solve business challenges and provides outsourced accounting services for growing, entrepreneurial businesses from start-ups to well-established operations. He strives to implement technologies to empower people and transform complex systems and business processes into efficient and productive suites of integrated applications. He enjoys the fast-paced and ever-changing technology environment and contributing to client successes.

Mr. Wilkinson is an active peer review team captain under the AICPA Peer Review program, and has conducted quality management reviews for a multitude of CPA firms across the country.

Professional & Civic Affiliations

American Institute of Certified Public Accountants (AICPA)
Rhode Island Society of Certified Public Accountants (RISCPA)
Massachusetts Society of Certified Public Accountants (MassCPAs)
New England Peer Review, Inc., Member of Executive Committee
(1995 – 2001; 2007 – 2013)
PHS Music Boosters, Inc., Former President and Treasurer
Associated Builders and Contractors of Rhode Island
International Council of Shopping Centers

Bill.com Accounting Partner Advisory Council, Founding Member

Accreditations, Designations & Certifications

Certified Information Technology Professional (AICPA) Xero Certified Advisor QuickBooks ProAdvisor Bill.com Certified



- Financial Statement Audits
- ► ERISA, including 401(k) & 403(b), Plan Audits
- Federal and State Single Audits
- Agreed-upon Procedures
- Internal Control Assessments
- Accounting System Implementations
- Cloud Accounting

INDUSTRY FOCUS

- State and Local Governments
- Not-for-Profit Organizations
- Construction
- ► ERISA Employee Benefit Plans
- Real Estate
- Emerging Businesses/Start-Ups

EDUCATION

Bachelor of Science,
 Business Administration
 Bryant University



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^{*} Licensed by the State of Rhode Island & Commonwealth of Massachusetts

ALEX KEE, AICP

DIRECTOR DIRECTOR GOVERNMENT CONSULTING



207.352.7736



alex.kee@marcumllp.com

Alex Kee is a Director in the Firm's Portland, Maine office. He has more than eight years of experience working with local government agencies across the United States. Mr. Kee provides extensive experience assisting public-sector clients with process improvement, mapping, and technology projects.

Mr. Kee is passionate about leveraging technologies to help address unique business challenges and improve well-established operations. Throughout the COVID19 outbreak, he has helped clients maximize the use of technology and expand online customer facing tools. He leverages his work as a former city planner and city management associate to help clients improve operational performance.

Professional & Civic Affi liations

Member, American Planning Association (APA) Member, Northern New England Chapter (APANNE) Project Management Institute (PMI)

Designations

Certified Planner, American Institute of Certified Planners (AICP)
Prosci® Certified Change Practitioner
Lean Six Sigma Green Belt



PRACTICE FOCUS

- Software Selection and Implementation
- Business Process Improvement
- Needs Assessment
- Operational Review
- Benchmarking Analysis

INDUSTRY FOCUS

- Asset Management
- Business Licensing
- Code Enforcement
- Community Development
- ▶ Electronic Plan Review
- Enterprise Resource Planning
- Land Management
- Local Government
- Permitting and Inspections
- Project Management
- Utility Billing
- Work Orders

EDUCATION

- Masters in Policy, Planning and Management (MPPM)
 University of Southern Maine
- Bachelor of Arts, Political Science and Sports Management University of Southern Maine



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MATTHEW TREMBLAY, Prosci® CCP

MANAGER, STRATEGIC IT CONSULTING ► MARCUM TECHNOLOGY



207.352.7734



matthew.tremblay@marcumtechnology.com

Matthew Tremblay is a manager in Marcum Technology's Strategic IT Consulting team. He has 20 years' experience in financial and organizational management in both public and private sectors. In the private sector, he has created and administered budgets, managed complex facilities, and leveraged technology to create more efficient and effective operations. In the public sector, he has used technology to help local government entities overcome challenges with systems, processes, and policies. Matthew also served in Washington, D.C., as a policy advisor to a United States Senator.

Matthew is passionate about helping his clients overcome challenges. Given his experience, he identifies comprehensive solutions to help transform their organizations. His focus expands beyond overcoming existing challenges to ensuring his clients are positioned to take advantage of future opportunities to meet and exceed their mission.

Professional & Civic Affiliations

Project Management Institute (PMI)
Animal Refuge League of Greater Portland



PRACTICE FOCUS

- Enterprise System Selection and Implementation
- Strategic IT Assessments
- ▶ IT Due Diligence
- Digital Transformation
- Business Process Improvement

INDUSTRY FOCUS

- Food & Beverage
- Hospitality
- ▶ Higher Education
- Technology
- Manufacturing and Distribution
- Local Government

EDUCATION

Bachelor of Science, Finance;
 Minor in Law
 Bentley University

DESIGNATIONS & ACCREDITATIONS

Prosci® Certified Change Practitioner



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APPENDIX B

Diversity Equity & Inclusion and **Marcum Foundation**



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DIVERSITY, EQUITY, & INCLUSION

Diversity and Inclusion aren't simply buzzwords at Marcum. We are actively committed to advancing these principles through dedicated staffing and implementing robust programs and practices.

We advance our **DEI** goals through:

- National and Regional DEI committees comprised of Firm leadership, partners, and associates at all levels
- Active Associate Resource Groups (ARGs) representing Arab, Black, Asian American/ Pacific Islander, Latino, Parents, PRIDE, Veterans, Women's, Young Professionals
- Firm-wide DEI workshops and learning
- Mandatory DEI training for all new-hires
- ➤ A Women's Initiative that fosters a compelling work environment and enhanced career opportunities
- An online portal, archiving DEI resources



MARCUM FOUNDATION

The Marcum Foundation supports causes and non-profit organizations providing critical assistance to those in need. This is an expression of Marcum's commitment to support our communities both locally and nationally.

The foundation raises funds and volunteers

for select charities through special events, associate giving, and other initiatives — providing the critical assistance needed for organizations that offer essential services in these four categories:

- Health & Safety
- Education & Self-Esteem
- Food & Shelter
- Family & Wellbeing



APPENDIX C

Marcum's Client Service Standards





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At Marcum, our purpose is to support our clients' growth and success. We do this by understanding your business, helping you define your business and personal goals, and providing the services that will help you achieve those goals.

We strive to assist you through an unparalleled service experience by placing what you value most at the heart of our relationship. Here is what you can expect from Marcum:



RELIABILITY

You can count on us to be here when you need us.

You can depend on your Marcum service team to be reliable, responsive, and accessible. We aim to answer your questions, fulfill your requests, or simply set a time to talk when you need us.



SINCERITY

You can expect us to genuinely care about your experience.

We believe great service requires both exceptional talent and a genuine desire to meet and exceed your expectations. We work hard to offer added value to you whenever and wherever we can.



PERSONALIZATION

Your needs drive how we support you.

We seek to understand your needs and preferences so we can provide you with the experience you deserve. This means we will get you the information you want, when you need it, in the way you wish to receive it. We are committed to working with you, in creative and customized ways, to maximize value and minimize friction within the boundaries of our professional standards.



CONFIDENCE

You can have peace of mind knowing we are in your corner.

We know you turn to us for support in areas that can be both thrilling and overwhelming. That's why we not only educate you about the strategy behind our recommendations, but we provide you with options and guide you through them. We work hard to remove uncertainty so you feel confident in our approach to every engagement - big or small.



TRUST

Your trust is the foundation of our partnership.

We endeavor to earn your trust from the first moment we meet and work every day to uphold it. We never take the responsibility of supporting you and your business lightly, and are honored to play a part in fueling your success.



ADDENDUM A

Response to RFP # 10790-23

Proposal for **Development Services Process Improvement** for

City of Redmond, Washington

November 1, 2023

Alex Kee, AICP

Phone: (207) 504-2520 Alex.Kee@marcumllp.com

One Canal Plaza, 4th Floor Portland, ME 04101

This proposal is valid 180 days from November 1, 2023



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METHODOLOGY FOR PHASE 1

Below we have outlined our project approach to complete the City's desired Phase 1 tasks within 5 months. Marcum will be flexible when it comes to developing and executing on those tasks and we understand each project is different. We believe one of the primary reasons we have been successful is our willingness to design our approach with our clients. If there is a desire to update or expand our approach we will be accommodating.

Project Planning

Conduct initial project planning web conference with the City Project Manager. We will host an initial project planning web conference with the City Project Manager and identified Steering Committee to confirm project goals, objectives, and expectations of the project. During this meeting we will also confirm City staff involved in the project, onsite discovery scheduling, and relevant documents for Marcum to review.

Develop draft project work plan and schedule and review with the City. We will then develop a draft Project Work Plan and Schedule and facilitate a web conference work session to review the plan and schedule with the City Project Manager and Steering Committee before updating to final.

<u>Deliverable 1: Project Work Plan and Schedule</u>

Provide Bi-Weekly Project Status Updates. Throughout the project, our project manager will provide bi-weekly status updates that describe the activities and accomplishments for the reporting period, plans for the upcoming week, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable or the project schedule. This update will be provided to the City Project Manager and Steering Committee.

Deliverable 2: Bi-Weekly Project Status Updates

Evaluate Existing Processes

Request existing documentation. We will provide the City with an information request sheet to obtain available documentation that will be helpful to us during the project (e.g., feedback received from staff and development services customers, organizational charts, EnerGov procedure documents, and previously documented processes). We will respectfully request that the City provide the requested information prior to the diagramming sessions as reviewing this information in advance will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of City personnel's time.

Review the City documentation in preparation for diagramming sessions. Before conducting our process diagramming sessions, we will review the data received from the information request.



Conduct on-site discovery work sessions. Our team will conduct on-site observations and interviews with City staff and external stakeholders (e.g., One Redmond and the Master Builders Association). We will discuss current processes, customer service, best practices, training, technology used, overall challenges, and opportunities for improvement.

Confirm list of processes to be diagrammed with City. We will draft a schedule for our as-is process diagramming sessions with City staff and convey the expectations for their participation in advance of our meetings. These diagrams will serve as a starting point for the future state or "to-be" business processes.

Conduct on-site current state process diagramming. The goal of these sessions is to document current processes and identify challenges and area for improvement. We recommend starting with the most complex processes and capturing process notes directly on the Microsoft Visio diagrams. Additional processes and sub-processes would be scheduled and completed as needed. Clearly defined current "as-is" and future "to-be" state business processes:

- Allow staff to visualize the entire process
- Educate those who are new hires or not involved in a process
- Streamline workflow by eliminating identified inefficiencies (e.g., duplicate data entry or physically routing plans for review)
- Use the documented processes as a foundation for decision making and change management

Conduct diagramming follow-up activities. We will follow up with the City to collect any additional information needed to finalize our work, and facilitate a web conference with the City's Steering Committee to review the draft as-is business process diagrams, which will be finalized after City feedback is implemented.

<u>Deliverable 3: As-Is Process Diagrams</u>

Identify Process Improvements

Conduct to-be business process diagramming. We will work with the City Project Manager and Steering Committee to update the as-is process diagrams to a desired future state. These sessions can be completed on-site or remotely, as desired. We will use the current processes challenges, City feedback and industry best practices as the foundation for opportunities for improvement.

Conduct mapping follow-up activities. We will again follow up with the City to collect any additional information needed to finalize our to-be business process diagrams, and facilitate a web conference with the City's Steering Committee to review the draft to-be business process diagrams, which will be finalized after City feedback is implemented.

<u>Deliverable 4: To-Be Process Diagrams</u>



Create new standard forms. Following the completion of the to-be process diagrams we will work with the City to identify and create standard forms to match the updated workflows.

Review and finalize standard forms with Steering Committee. We follow up with the City Steering Committee to collect any additional information needed to finalize our standard forms.

Deliverable 5: New Standard Forms

Develop draft Development Services Process Improvement Report. We will use the information gathered through the information request and diagramming sessions to develop a draft Development Services Process Improvement Report. This Report will include:

- Introduction
- Current Environment Summary
- Primary Challenges
- Process Recommendations
- Next Steps
- As-Is Process Diagrams
- To-Be Process Diagrams

Review and finalize the draft Development Services Process Improvement Report. We will facilitate a web conference work session with the City Steering Committee to review the draft Report. After applying the resulting edits, we will submit a final version to the City.

<u>Deliverable 6: Development Services Process Improvement Report</u>

Develop draft Implementation Plan. We will use the information gathered in the Development Services Process Improvement Report to develop a draft Implementation Plan. This will include a current environment summary and prioritized recommend improvements based on the City's goals and principals, current environment challenges, best practices, and ease of implementation. The Implementation Plan will include:

- Introduction
- Current Environment Summary
 - Primary Challenges
- Prioritized Recommendations based on:
 - City Goals and Principals
 - Current Challenges



- Industry Best Practices
- Ease of Implementation
- Action Items to Implement
- Next Steps

Review and finalize the draft Implementation Plan. We will facilitate a web conference work session with the City Steering Committee to review the draft Implementation Plan. During this session we will confirm the prioritized recommendations and applying any additional edits. A final version will be circulated for review before deemed final by the Steering Committee.

Deliverable 7. Implementation Plan

METHODOLOGY FOR PHASE 2

Below we have outlined our project management approach for Phase 2 of this project to support the implementation of our Phase 1 recommendations. We will work with the City Steering Committee and Project Manager to determine the level of assistance required to implement recommendations from Phase 1.

Project Management Services

Project Management Support. Following the completion of Phase 1. Below are some implementation activities we anticipate to provide:

- Track upcoming tasks, risks, and issues
- Manage scope and timeline
- Help ensure the City and EnerGov tasks are completed on schedule
- Validating EnerGov invoices
- Facilitating oversight of system testing and training
- Provide change management support

Deliverable 8. Project Management Services



PRICING

Below is our not exceed \$94,942 for the total project. If there are any additional services requested beyond the scope of work we will use the blended hourly rate plus any out-of-pocket expenses for travel. Marcum also understands and agrees to obtain a City of Redmond business license before performing these services.

All-Inclusive Proposed Cost of \$94,942

Phase 1: Process	Phase 2: Project	Discounted Blended Hourly
Improvement Services	Management Services	Rate for Ongoing Support
\$49,942	\$45,000	\$250 / hour

Our fee for these services will be billed after our deliverable acceptance process to ensure we meet the expectation of the City.

Billing Assumptions

We made the following assumptions in arriving at our estimated fees:

- Client resources that we need to perform our work will be made available to us in a timely fashion. Specifically, subject matter experts for diagramming meetings and deliverable reviews.
- All document requests and other information required by us will be delivered to our team members within timetables determined during the project management phase of our engagement or on a timely basis if requested during the course our project.
- 3. Information that we receive to perform our work will be accurate and complete.
- 4. There are no unforeseen circumstances that will prohibit us from working efficiently.

Out-of-Pocket Expenses

The aforementioned fee is not-to-exceed. Marcum will bill against the not-to-exceed fee for direct out-of-pocket expenses, including but not limited to travel and food. Marcum is anticipating four on-site trips for Phase 1 and 2 of the project. The remainder of the project will be completed remote, regardless of the hours spent on a task. Marcum will also waive our standard administrative fee, an allocation of overhead expenses that are not billed as direct reimbursable expenses.

Manner of Payment

Our invoices for these fees will be rendered monthly as the work progresses, and are due and payable upon presentation.



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EXCEPTIONS

Some of the terms and conditions in this proposal to provide consulting services may need to be tailored more appropriately and some additional terms and conditions may be necessary. Should Marcum's proposal be accepted, we will negotiate a mutually satisfactory engagement letter with the City covering the services proposed and the parties' relationship for these services. This proposal is contingent upon successful completion of Marcum's acceptance procedures.



Consultant Agreement for Development Services Center Process Improvement [Non-Public Work]

PROJECT TITLE 10790-23 Development Services Center Process Improvements	EXHIBITS (List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.) Consultant Agreement Exhibit A - Scope of Work, Work Schedule, Budget Estimate Exhibit B - Payment (Negotiated Hourly Rate) Exhibit C - Consultant Fee Determination Exhibit D - Sub-consultant Work
CONTRACTOR Marcum, LLP	CITY OF REDMOND PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond Todd Rawlings 15670 NE 85th Street, PO Box 97010 Redmond, WA 98052 (425) 403-5099 trawlings@redmond.gov
CONTRACTOR'S CONTACT INFORMATION (Name, address, phone #) Marcum, LLP 1 Canal Plaza, 4th Floor Portland, ME 04101 ATTN: Alex Kee, AICP (207) 504-2520 alex.kee@marcumllp.com	BUDGET OR FUNDING SOURCE 0000042 Development Services Funding source(s): 115 1617
CONTRACT COMPLETION DATE December 31, 2024	MAXIMUM AMOUNT PAYABLE Not to exceed \$95,000

THIS AGREEMENT, made and entered into this _	day of	, between the City
of Redmond, Washington, hereinafter called the	"CITY", and the above	organization hereinafter called
the "CONSULTANT".		

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I

GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II

SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

Ш

GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

The CONSULTANT shall prepare a monthly progress report, in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, plans & specifications, and other data furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by

the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV

TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

V

PAYMENT PROVISIONS

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Payment terms shall be NET 30 days. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI

SUBCONTRACTING

The CITY permits subcontracts for those items of work as shown in Exhibit "D" attached hereto and by this reference made a part of this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D".

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to subconsultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

VII

EMPLOYMENT

The CONSULT ANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration,

contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

VIII

NONDISCRIMINATION

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964

(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973 (23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973

(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975

(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987 (Public Law 100-259)

American with Disabilities Act of 1990

(42 USC Chapter 126 section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "E" attached hereto and by this reference made a part of this AGREEMENT, and shall include the attached Exhibit "E" in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

TERMINATION OF AGREEMENT

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of tennination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the CITY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI

DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or City Engineer's decision, that decision shall be subject to de novo judicial review.

XII

VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

XIII

LEGAL RELATIONS

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the CITY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Commercial general liability and property damage insurance in an amount not less than two million dollars (\$2,000,000) per occurrence/five million dollars (\$5,000,000) aggregate for bodily injury, including death and property damage.
- C. Professional liability insurance in the amount of \$2,000,000 or more against claims arising from the performance of professional services under this contract.
- D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation and Professional Liability insurance secured by the CONSULTANT, the CITY will be named on all policies as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by the AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the CONSULTANT's insurance.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the CITY.

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

The CITY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIV

EXTRA WORK

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "request for equitable adjustment" (hereafter refe1Ted to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV

ENDORSEMENT OF PLANS

If applicable, the CONSULTANT shall place its endorsement on all plans, estimates or any other engineering data furnished by them.

XVI

COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XVI

EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT	CITY OF REDMOND
By:	By:
	Angela Birney, Mayor
Title:	ATTEST: City Clerk APPROVED AS TO FORM: City Attorney



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 11/6/2023 Meeting of: Committee of the Who	ole - Planning and Public Works	i	File No. CM 23-590 Type: Committee Memo
TO: Committee of the Whole - Pla FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTAC			
Public Works	Aaron Bert	425-556	5-2786
DEPARTMENT STAFF:			
Public Works	Jon Spangler	City Engineer	
TITLE: Transportation Benefit District (TB	D) - Staffing Authorization and	Budget Adjustment	
OVERVIEW STATEMENT: Adoption of the Transportation Be Additional Background Inf	enefit District program and staff	-	
REQUESTED ACTION:			
☐ Receive Information	☑ Provide Direction	☐ Approve	
REQUEST RATIONALE:			
 Relevant Plans/Policies: City of Redmond ordinan District. Required: N/A Council Request: N/A Other Key Facts: N/A 	ce 3120 adopted Municipal Co	ode chapter 3.93 estab	lishing a Transportation Benefit

OUTCOMES:

The transportation improvements funded by the district shall be made to protect the City's long-term investments in its infrastructure, reduce the risk of transportation facility failure, improve safety, continue optimal performance of the infrastructure over time, avoid more expensive infrastructure replacements in the future and to improve multi-modal

File No. CM 23-590 Date: 11/6/2023 Meeting of: Committee of the Whole - Planning and Public Works Type: Committee Memo

connectivity within the City of Redmond.

Proposed Staffing: (10) FTFs

Proposed Starring: (10) FIES		
Supervisor - (1.00 FTE)	\$	211,024
Lead- (1.00 FTE)	\$	181,650
Maintenance Technician 1 - (1.00 FTE)	\$	162,909
Maintenance Technician 2 - (1.00 FTE)	\$	162,909
Maintenance Technician 3 - (1.00 FTE)	\$	162,909
Maintenance Technician 4 - (1.00 FTE)	\$	162,909
Administrative Supervisor - (1.00 FTE)*	\$	40,047
Financial Analyst Sr (1.00 FTE)*	\$	43,721
Accountant - (1.00 FTE)*	\$	42,932
Senior Engineer - (1.00 FTE) (100% CIP funded)	\$0	
2024 Total	\$	1,171,009
*0.25 FTE funded from the TBD, the remaining funding will be allocated from the utility funds and CIP		

Proposed Operating Budget:

Overtime	\$ 37,500
Uniforms/Safety Gear	\$ 7,500
Training	\$ 7,500
Travel	\$ 5,000
Professional Services	\$ 175,000
Small tools	\$ 2,000
Miscellaneous	\$ 20,000
Wireless	\$ 5,000
Fleet	\$ 20,000
Operating Supplies	\$ 25,000
Vehicles, equipment, computers, tools	\$ 700,000
2024 Total	\$ 1,004,500

Proposed CIP additions:

· · · · · · · · · · · · · · · · · · ·		
Concrete Program (concrete, asphalt, tree maintenance)		550,000
Pavement Repair Program (additional funding)		500,000
2024 Total	\$	1,050,000

Approved funded projects:

	• •	
Pavement Management - NE 24	th Street (West Lake	\$ 555,006
Sammamish Parkway to 172nd	Avenue NE)	

Date: 11/6/2023 File No. CM 23-590 Meeting of: Committee of the Whole - Planning and Public Works **Type:** Committee Memo

Pavement Management - Avondale Road (NE 90th Street to	\$ 587,426
Novelty Hill Road)	
2024 Total	\$ 1,142,432

Total 2024 expenditures = \$4,367,941

The Transportation Benefit District will be accounted for in a special revenue fund (150). The budget adjustment will move the revenue currently budgeted in the Transportation Major Maintenance fund (096) to the special revenue fund (150), create an operating budget for the concrete crew and support staff and budget for a transfer to the transportation fund (096) to pay for CIP project expenditures.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

Timeline (previous or planned):

The District was established in May 2023 with collection of funds beginning in January of 2024.

Outreach Methods and Results:

N/A

Feedback Summary:

N/A

BUDGET IMPACT:					
Total Cost: The Transportation Benefit District is expected to bring in approximately \$5.5 million annually.					
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A		
Budget Offer Number: Capital Investment Program					
Budget Priority: Vibrant and Connected					
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	☐ Yes	⊠ No	□ N/A		
Funding source(s): Transportation Benefit District					
Budget/Funding Constraints: N/A					
☐ Additional budget details attached					
COUNCIL REVIEW:					
Previous Contact(s)					

Date: 11/6/2023 File No. CM 23-590 Meeting of: Committee of the Whole - Planning and Public Works **Type:** Committee Memo

Date	Meeting	Requested Action
4/5/2022	Business Meeting	Receive Information
4/12/2022	Study Session	Receive Information
5/2/2023	Business Meeting	Approve
5/9/2023	Committee of the Whole - Finance, Administration, and Communications	Receive Information
5/16/2023	Business Meeting	Approve
6/6/2023	Business Meeting	Approve
6/13/2023	Committee of the Whole - Finance, Administration, and Communications	Receive Information
6/20/2023	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/21/2023	Business Meeting	Approve

Time Constraints:

Funding collection will begin in January of 2024 - funds will not be able to be used to meet intended goals until staffing and a program are adopted.

ANTICIPATED RESULT IF NOT APPROVED:

Needed improvements to the transportation infrastructure will not move forward.

ATTACHMENTS:

Attachment A: Ordinance 2023-2024 Budget Adjustment #3 2023-2024 Public Works Staff Authorization - Revised Transportation Benefit District Staff Authorization

ATTACHMENT A

CITY OF REDMOND ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING ORDINANCE NO. 3110, 3129, and 3130 BY MAKING ADJUSTMENTS TO THE CITY'S 2023-2024 BIENNIAL BUDGET, IN EXHIBIT 1

WHEREAS, the Finance Director has identified the need to make certain revisions to the 2023-2024 biennial City budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made.

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

Section 1. Ordinance No. 3110 adopting the 2023-2024 biennial budget, passed by the City Council on December 6, 2022, and Ordinance No. 3129 and 3130 amending the 2023-2024 biennial budget, passed by the City Council on October 3, 2023, is hereby amended to recognize revenue and expenditures associated with the adoption of the Transportation Benefit District program and staffing, passed by the City Council on November 21, 2023.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective date. This ordinance shall take effect January 1, 2024.

ADOPTED by the Redmond City Council	this 21 st day of November
2023.	
	CITY OF REDMOND
	ANGELA BIRNEY, MAYOR
ATTEST:	
CHERYL D. XANTHOS, MMC, CITY CLERK	(SEAL)
APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY	
By:	
FILED WITH THE CITY CLERK: PASSED BY THE CITY COUNCIL: SIGNED BY THE MAYOR: PUBLISHED: EFFECTIVE DATE: ORDINANCE NO.:	

Public Works

Staffing Authorizations

City of Reamond					
	2019-2020	2021-2022	2023-2024	2023-2024	2023-2024
Position	Budget	Budget	Budget	Revisions	Revised Budget
FINANCIAL SERVICES & ADMINISTRATION					
Deputy Director	0.25	0.25	0.29		0.29
Director	0.50	0.30	0.30		0.30
Birector	0.75	0.55	0.59		0.59
CONSTRUCTION RIGHT OF WAY INSPECTION	0.70	0.00	0.07		0.07
Administrative Specialist	0.70	-	_		-
Construction Inspector - Lead	1.00	1.00	1.00		1.00
Engineering Manager	0.50	0.50	-		-
Engineering Supervisor	0.50	0.50	0.30		0.30
Engineer	1.00	-	-		-
Engineering Technician - Senior	1.00	1.00	1.00		1.00
Engineering reclinician Semon	4.70	3.00	2.30		2.30
TRAFFIC OPERATIONS SAFETY & ENGINEERING	1.70	3.00	2.00		2.50
Department Administrative Coordinator	0.25	0.25	0.25		0.25
Engineer - Senior	3.00	3.00	3.00		3.00
Engineering Technician - Senior	1.00	1.00	1.00		1.00
Engineering Manager	1.00	1.00	1.00		1.00
Engineering Manager Engineering Supervisor	1.00	1.00	0.70		0.70
GIS Analyst Senior	0.30	0.30	0.30		0.70
Intelligent Transportation System Network Technician	1.00	1.00	1.00		1.00
Lead Traffic Signal Technician	1.00	1.00	1.00		1.00
•	1.00		1.00		1.00
Mainenance & Operations Supervisor		-	1.00		
Program Administrator	1.00	2.00			1.00
Traffic Signal Technician	2.00 10.55	2.00 12.55	2.00 12.25		2.00 12.25
STREET MAINTENANCE & OPERATIONS	10.55	12.33	12.23	=	12.23
Administrative Specialist	0.20	0.20	0.20		0.20
Assistant Director	0.20	0.20	0.20		0.20
Department Adminstrative Coordinator	0.20	0.20	0.20		0.20
Lead Maintenance Technician	1.00	1.00	2.00		2.00
	1.00		1.00		1.00
Maintenance & Operations Supervisor	0.40	1.00 0.40	0.40		0.40
Maintenance Manager					
Maintenance Technician	8.17 11.17	8.17 11.17	7.17 11.17		7.17 11.17
WATER & WASTEWATER	11.17	11.17	11.17	-	11.17
Water Administration					
Deputy Director	0.18	0.18	0.18		0.18
Director	0.10	0.10	0.10		0.10
Director	0.10	0.10	0.10		0.10
Water Maintenance & Operations	0.20	0.20	0.20	-	0.20
Administrative Specialist	0.20	0.20	0.20		0.20
Department Adminstrative Coordinator	0.20	0.20	0.20		0.20
Assistant Director Public Works	0.20	0.20	0.20		0.20
Lead Maintenance Technician ²	2.00	2.00	3.00		3.00
Maintenance & Operations Supervisor					
Maintenance & Operations Supervisor Maintenance Manager	2.00 0.40	2.00 0.40	2.00 0.40		2.00 0.40
Maintenance Manager Maintenance Technician ⁴					
Maintenance Technician ¹ Meter Reader ²	7.50	7.50	8.33		8.33
	1.50	1.50	-		-
Utility Systems Technician	2.00	2.00	2.00		2.00
Water Quality Analyst	1.00	1.00	1.00		1.00
Water Quality Cross Connection Specialist	1.00	1.00	1.00		1.00
	18.00	18.00	18.33	-	18.33

Public Works

Staffing Authorizations

	City of Realifold						
	2019-2020	2021-2022	2023-2024	2023-2024	2023-2024		
Position	Budget	Budget	Budget	Revisions	Revised Budget		
Wastewater Administration							
Deputy Director	0.18	0.18	0.18		0.18		
Director	0.10	0.10	0.10		0.10		
	0.28	0.28	0.28	=	0.28		
Wastewater Maintenance & Operations							
Administrative Specialist	0.20	0.20	0.20		0.20		
Assistant Director Public Works	0.20	0.20	0.20		0.20		
Department Administrator Coordinator	0.20	0.20	0.20		0.20		
Lead Maintenance Technician	1.00	1.00	1.00		1.00		
Maintenance & Operations Supervisor	1.00	1.00	1.00		1.00		
Maintenance Manager Maintenance Technician ^{2,4}	0.40 6.41	0.40 6.41	0.40 7.24		0.40 7.24		
Meter Reader ²	0.50	0.50	7.24		7.24		
Source Control Technician	1.00	-	=		=		
Utility System Technician	2.00	2.00	2.00		2.00		
Othity System rechinician	12.91	11.91	12.24		12.24		
ENVIRONMENTAL & UTILITY SERVICES	12.71	11.71	12.24		12.24		
Science & Data Management							
Enviornmental Scientist	1.25	1.25	1.75		1.75		
Engineering Manager ¹	-	0.20	1.75		1.75		
Program Administrator	1.00	1.00	1.00		1.00		
Utility Manager ²	-	-	0.50		0.50		
Utility Supervisor ²	0.50	0.50	-		-		
cand caparison	2.75	2.95	3.25	-	3.25		
Policy, Planning & Prevention	2.7 0	2.70	0.20		0.20		
Administrative Specialist	0.25	0.25	-		-		
Assistant Director of Utilities	=	-	0.20		0.20		
Business Application Specialist ²	=	-	0.20		0.20		
Deputy Director	0.04	0.04	-		=		
Director	0.10	0.10	0.10		0.10		
Engineering Manager	0.20	0.25	-		-		
Utility Manager ²	=	-	1.50		1.50		
Utility Supervisor ²	1.35	1.35	-		-		
Environmental Scientist	1.75	1.75	0.50		0.50		
Maintenance Technician	1.00	1.00	1.00		1.00		
Planner-Senior	2.00	2.00	2.00		2.00		
Program Administrator ¹	4.00	4.00	4.00		4.00		
Stormwater Inspector	1.00	=	=		Ē		
	11.69	10.74	9.50	-	9.50		
System Engineering							
Assistant Director of Utilities	-	-	0.80		0.80		
Utility Supervisor	0.15	0.15	-		-		
Administrative Specialist ²	0.75	0.75	-		-		
Business analyst	1.00	1.00	1.00		1.00		
Business Application Specialist ²	-	-	0.80		0.80		
Department Administrative Coordinator ²	0.75	0.75	0.75		0.75		
Engineering Manager ²	0.80	0.55	2.00		2.00		
Engineering Supervisor ²	1.00	1.00	-		-		
Engineer-Senior ¹	4.44	4.44	4.00		4.00		
Environmental Scientist - Senior ^{1,2}	0.50	1.00	1.75		1.75		
GIS Analyst Senior	1.70	1.70	1.70		1.70		
Planner-Senior	1.00	1.00	1.00		1.00		
	12.09	12.34	13.80	-	13.80		

Public Works

Staffing Authorizations

	2019-2020	2021-2022	2023-2024	2023-2024	2023-2024
Position	Budget	Budget	Budget	Revisions	Revised Budget
STORMWATER MANAGEMENT					
Stormwater Administration					
Deputy Director	0.30	0.30	0.30		0.30
Director	0.20	0.30	0.30		0.30
	0.50	0.60	0.60	=	0.60
Stormwater Maintenance & Operations					
Administrative Specialist	0.20	0.20	0.20		0.20
Assistant Director	0.20	0.20	0.20		0.20
Department Administrative Coordinator	0.20	0.20	0.20		0.20
Lead Maintenance Technician	1.00	1.00	2.00		2.00
Maintenance & Operations Supervisor	1.00	1.00	1.00		1.00
Maintenance Manager	0.40	0.40	0.40		0.40
Maintenance Technician	9.67	9.67	9.01		9.01
	12.67	12.67	13.01	-	13.01
FLEET MAINTENANCE & OPERATIONS					
Administrative Specialist	0.20	0.20	0.20		0.20
Assistant Director	0.20	0.20	0.20		0.20
Department Administrative Coordinator	0.20	0.20	0.20		0.20
Deputy Director	0.05	0.05	0.05		0.05
Director	=	0.10	0.10		0.10
Maintenance Technician	0.25	0.25	0.25		0.25
Maintenance & Operations Supervisor	1.00	1.00	1.00		1.00
Fleet Operations Lead	1.00	1.00	1.00		1.00
Maintenance Manager .	0.40	0.40	0.40		0.40
Mechanic	3.00	3.00	3.00		3.00
Small Equipment Auto Service Technician	1.00	1.00	1.00		1.00
	7.30	7.40	7.40	Ξ	7.40
CAPITAL INVESTMENT PROGRAM (CIP)					
Public Works					
Administrative Specialist	0.30	≡	≡		
Construction Inspector	2.00	2.00	3.00		3.00
Construction Inspector - Lead	2.00	2.00	1.00		1.00
Engineer	2.00	2.00	2.00		2.00
Engineer - Associate	1.00	1.00	1.00		1.00
Engineer - Senior	7.00	6.00	6.00	1.00	
Engineer - Senior ⁷	1.00	1.00	1.00	(1.00	
Engineering Manager	0.50	0.50	1.00		1.00
Engineering Supervisor	1.50	1.50	2.00		2.00
Program Coordinator	2.00	2.00	2.00		2.00
	19.30	18.00	19.00	≡	19.00
TOTAL FTEs	124.94	122.44	124.00	-	124.00
SUPPLEMENTAL FTEs 6	-	-	14.69		

- Reallocated position within City
- 2. Reclassification
- 3. Council Approved Position in August 2021
- 4. 2023-2024 New Position
- 5. 2023-2024 Reduction
- 6. Supplemental FTE estimates are based on supplemental budgets, average hourly rates (varies by year) and standard full-time hours per year (2,080).

 7. Conversion of limited duration position to full time position

Transportation Benefit District

Staffing Authorizations

Position	2023-2024 Budget	2023-2024 Revisions	2023-2024 Revised Budget
Finance Department			
Accountant	-	1.00	1.00
Financial Analyst - Senior	-	1.00	1.00
	-	2.00	2.00
Public Works Department			
Administrative Supervisor	-	1.00	1.00
Lead Maintenance Worker	-	1.00	1.00
Maintenance and Operations Supervisor	-	1.00	1.00
Maintenance Technician		4.00	4.00
	-	7.00	7.00
TOTAL FTEs		9.00	9.00
SUPPLEMENTAL FTEs	-	-	-