

City of Redmond



Agenda

Business Meeting

Tuesday, November 15, 2022

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Jessica Forsythe, President

Vanessa Kritzer, Vice President

Jeralee Anderson

David Carson

Steve Fields

Varisha Khan

Melissa Stuart

REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE

Items From The Audience provides an opportunity for citizens to address the Council regarding any issue. Speakers must sign their intention to speak on a sheet located at the entrance of the Council Chamber, and limit comments to **four minutes**.

The **Consent Agenda** consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.

Public Hearings are held to receive public comment on important issues and/or issues requiring a public hearing by State statute. Citizens wishing to comment will follow the same procedure as for 'Items from the Audience', and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with its deliberation and decision making.

Staff Reports are made to the Council by the department directors on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting citizens to resolve problems with City services. Citizens may reach the ombudsperson by calling the Mayor's office at (425) 556-2101.

The **Council Committees** are created to advise the Council as a whole. They consider, review, and make recommendations to the Council on policy matters in their work programs, as well as issues referred to them by the Council.

Unfinished Business consists of business or subjects returning to the Council for additional discussion or resolution.

New Business consists of subjects which have not previously been considered by Council and which may require discussion and action.

Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

Resolutions are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

Quasi-Judicial proceedings are either closed record hearings (each side receiving ten minutes maximum to speak) or public hearings (each speaker allotted four minutes each to speak). Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

Executive Sessions - all regular and special meetings of the City Council are open to the public except for executive sessions at which subjects such as national security, property acquisition, contract bid negotiations, personnel issues and litigation are discussed.

Redmond City Council Agendas, Meeting Notices, and Minutes are available on the City's Web Site:

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

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:

Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.

AGENDA**ROLL CALL****I. SPECIAL ORDERS OF THE DAY**

- A. PROCLAMATION: Small Business Saturday

[Proclamation](#)

II. ITEMS FROM THE AUDIENCE

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

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

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

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

1. Approval of the Minutes: November 1, 2022, Regular Business Meeting and November 3 and 7, 2022, Special Meetings (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for November 1, 2022](#)

[Special Meeting Minutes for November 3, 2022](#)

[Special Meeting Minutes for November 7, 2022](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Council Payroll Check Approval Register, October 31, 2022](#)

[Payroll Check Approval Register, November 10, 2022](#)

[Check Approval Register, November 15, 2022](#)

- 3. [AM No. 22-172](#) Acceptance of a Grant for the Periodic Comprehensive Plan Update
Department: Planning and Community Development

[Attachment A: Interagency Agreement](#)

[Attachment B: Award Letter](#)

Legislative History

11/1/22 Committee of the Whole - referred to the City Council
Planning and Public Works

- 4. [AM No. 22-173](#) Approval of Amendments to RMC 10.24.045 and 10.24.047 on Temporary Road Closures or Restrictions

a. Ordinance No. 3097: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code (RMC) 10.24 Speed Regulations, to Amend the Duration of Temporary Road Closures and Restrictions that Require City Council Approval from a Duration that Exceeds Twelve (12) Hours to a Duration that Exceeds Fourteen (14) Days

Department: Public Works

[Attachment A: Ordinance](#)

Legislative History

11/1/22 Committee of the Whole - referred to the City Council
Planning and Public Works

- 5. [AM No. 22-174](#) Approval of Middle Housing Grant in the Amount of \$120,000 from the Washington State Department of Commerce, Consultant Contract with BDS Planning & Urban Design and a Memorandum of Agreement (MOA) between the cities of Bellevue, Redmond, Bothell, Kenmore, and Newcastle for Cost Sharing
Department: Planning and Community Development

[Attachment A: Exhibit A - Redmond Middle Housing Award Letter](#)

[Attachment A: Exhibit B - Redmond Commerce Middle Housing Contract](#)

[Attachment B: RFP 10762-22 Consulting Services Agreement](#)

[Attachment B: Exhibits A, B, and C – Scope, Budget and Schedule](#)

[Attachment C: MOA Cost Sharing for Middle Housing CBO Work](#)

Legislative History

11/1/22 Committee of the Whole - referred to the City Council
Planning and Public Works

- 6. [AM No. 22-175](#) Acceptance of a Cooperative Watershed Management Grant from King County in the Amount of \$825,000 and a Flood Reduction Grant from King County Flood Control District in the Amount of \$750,000 for the Construction of the Evans Creek Relocation Project
Department: Public Works

[Attachment A: CWM Grant Agreement](#)

[Attachment B: Flood Reduction Grant Agreement](#)

Legislative History

11/1/22 Committee of the Whole - referred to the City Council
Planning and Public Works

- 7. [AM No. 22-176](#) Approval of an Ordinance for Development Impact Fees - 2023 Annual Indexing

a. Ordinance No. 3098: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code Chapter 3.10, Subsection 3.10.080(B), Fire Impact Fees Schedule, Subsection 3.10.080(C), Park Impact Fees Schedule, Subsection 3.10.080(D), School Impact Fees, and Subsection 3.10.100(C), Transportation Impact Fee Schedule; Providing for Severability; and Establishing an Effective Date

Department: Planning and Community Development

[Attachment A: Ordinance Adopting 2023 Fire, Park, School, and Transportation Impact Fees](#)

Legislative History

10/11/22 Committee of the Whole - Finance, Administration, and Communications referred to the City Council

11/1/22 City Council referred to the City Council

- 8. [AM No. 22-177](#) Approval of a Contract with EMC Research, Inc., in the Amount of \$250,000, for the Annual Community Survey and On-Call Services
Department: Executive

[Attachment A: EMC Research, Inc. Contract](#)

Legislative History

11/7/22 Committee of the Whole - Finance, Administration, and Communications referred to the City Council

- 9. [AM No. 22-178](#) Adoption of an Ordinance for a 2021-2022 Budget Adjustment

a. Ordinance No. 3099: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, 3042, 3045, 3046, 3047, 3048, 3049, 3050, 3051, 3069, and 3076 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

Department: Finance

[Attachment A: Ordinance 2021-2022 Budget Adjustment Exhibit 1 - Summary of 2021-2022 Budget Adjustments](#)

Legislative History

11/7/22 Committee of the Whole - Finance, Administration, and Communications referred to the City Council

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

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

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

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

1. [AM No. 22-179](#) 2023-2024 Preliminary Budget Public Hearing #5

[Preliminary Budget](#)

B. Reports

1. **Staff Reports**

- a. [AM No. 22-180](#) Third Quarter 2022 Financial Report

Department: Finance

[Attachment A: Presentation](#)

2. **Ombudsperson Report**

Anderson

3. **Committee Reports**

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

VII. CONTINUED BIENNIAL BUDGET DISCUSSION

- A. 2023-2024 Preliminary Budget Review: Service Enhancement Budget Offers

[Preliminary Budget](#)

VIII. EXECUTIVE SESSION

IX. ADJOURNMENT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 11/15/2022
Meeting of: City Council
Day

File No. SPC 22-119
Type: Special Orders of the

PROCLAMATION: Small Business Saturday



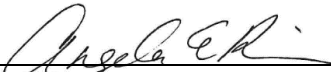
PROCLAMATION

- WHEREAS,** the government of Redmond, Washington celebrates our local small businesses and the contributions they make to our local economy and community; and
- WHEREAS,** according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and
- WHEREAS,** 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small® independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and
- WHEREAS,** 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and
- WHEREAS,** Redmond, Washington supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, do hereby proclaim November 26, 2022, as,

SMALL BUSINESS SATURDAY

in Redmond and I urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.



Angela Birney, Mayor

November 26, 2022

Date



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 11/15/2022
Meeting of: City Council

File No. SPC 22-120
Type: Minutes

Approval of the Minutes: November 1, 2022, Regular Business Meeting and November 3 and 7, 2022, Special Meetings (recordings are available at Redmond.gov/rctv)

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

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

ITEMS FROM THE AUDIENCE

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

- Axton Burton, James Webster, Della Maiolo, Jay Luo, and Brande Damiana - support for Redmond Pride, inclusivity, and installing a rainbow crosswalk;
- David Morton - support for protecting critical aquifer recharge areas and types of businesses that pollute the groundwater; and
- Joshua Feldon - Light pollution health risks and retrofitting current City lights.

The following person provided written comment:

- Robert Gilliam, Ashleigh Roth and Wendy Reynolds - support for installing a rainbow crosswalk; and
- Ariel Gliboff - support for the Asian American community

CONSENT AGENDA

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

1. Approval of the Minutes: October 18, 2022, Regular Business Meeting and October 20, 2022, Special Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#187491 through #187507
#138199 through #138924
#1502 through #1506

\$3,734,237.63

CLAIMS CHECKS:

#442106 through #442334

\$6,392,159.92

3. AM No. 22-160¹: Approval of the 2023 Detention Rates for Inmate Housing at King County Jail facilities
4. AM No. 22-161: Approval of the Interlocal Agreement (ILA) between the City of Redmond and the City of Duvall for Dispatch Services
5. AM No. 22-162²: Approval of the 2022 Rate Amendment to the 2020 South Correctional Entity (SCORE) Interlocal Agreement for Inmate Housing
6. AM No. 22-163: Acceptance of a Department of Justice Patrick Leahy Bullet Proof Vest Partnership Grant in the Amount of \$28,187
7. AM No. 22-164³: Approval of the 2022-2023 School Resource Officer Agreement (City of Redmond & Lake Washington School District)
8. AM No. 22-165: Approval of the 2023 2025 Collective Bargaining Agreement between the City of Redmond and the Redmond City Hall Employees Association (RCHEA)
 - a. Ordinance No. 3096: An Ordinance of the City of Redmond, Washington Establishing Updated 2023 Salary Ranges for Regular and Supplemental Employees Represented by the Redmond City Hall Employees Association (RCHEA)
9. AM No. 22-166: Approval of a 4Culture Art Grant in the Amount of \$21,975
10. AM No. 22-167: Approval to Extend Contract for Recreation Software with ACTIVE Network, LLC. for One Year

¹ This item was removed from the consent agenda and discussed separately.

² This item was removed from the consent agenda and discussed separately.

³ This item was removed from the consent agenda and discussed separately.

11. AM No. 22-168: Approval to Award Contract for Recreation Software to Amilia Technologies USA, Inc.
12. AM No. 22-169: Adoption of the City of Redmond 2023 State Legislative Agenda

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

Mayor Birney read the ordinance title into the record.

ITEMS REMOVED FROM THE CONSENT AGENDA

3. AM No. 22-160: Approval of the 2023 Detention Rates for Inmate Housing at King County Jail facilities

MOTION: Councilmember Anderson moved to approve AM No. 22-160. The motion was seconded by Councilmember Carson.

VOTE: The motion passed, (5 - 2), with Councilmembers Fields, Stuart, Kritzer, Anderson and Carson in support and Councilmembers Forsythe and Khan in opposition.

5. AM No. 22-162: Approval of the 2022 Rate Amendment to the 2020 South Correctional Entity (SCORE) Interlocal Agreement for Inmate Housing

MOTION: Councilmember Carson moved to approve AM No. 22-162. The motion was seconded by Councilmember Anderson.

Following Council discussion,

VOTE: The motion passed, (5 - 2), with Councilmembers Fields, Stuart, Kritzer, Anderson and Carson in support and Councilmembers Forsythe and Khan in opposition.

7. AM No. 22-164: Approval of the 2022-2023 School Resource Officer Agreement (City of Redmond & Lake Washington School District)

MOTION: Councilmember Carson moved to approve AM No. 22-164. The motion was seconded by Councilmember Anderson.

Following Council discussion,

VOTE: The motion passed, (5 - 2), with Councilmembers Forsythe, Stuart, Kritzer, Anderson and Carson in support and Councilmembers Fields and Khan in opposition.

HEARINGS AND REPORTS

PUBLIC HEARINGS

1. AM No. 22-170: 2023-2024 Preliminary Budget Public Hearing #4

Mayor Birney opened the Public Hearing.

The following persons spoke:

- Kristina Wayland (Speaking on behalf of the Parks and Trails Commission) - support for the Mayor's budget as it includes funding for the Redmond Central Connector Phase III, Redmond Senior and Community Center, pop up dog parks and community gardens;
- David Morton - Mayors joining forces to support climate action goals, collaboration is highly beneficial, and pooling resources.
- Margaret Katselis - meant to speak during the Items from the Audience portion of the meeting and spoke in support of Redmond Pride, rainbow crosswalks and support from the community.

As there was no one else to speak on this topic, the public hearing closed at this time.

STAFF REPORT

A. AM No. 22-171: Development Impact Fees - 2023 Annual Indexing

Carol Helland, Director of Planning and Community Development, introduced this item, staff reported to the Members of the Council and responded to inquiries.

OMBUDSPERSON REPORT

Councilmember Anderson reported receiving a resident contact regarding Redmond Lights.

Councilmember Khan reported receiving resident contacts regarding: QFC gas station proposal, history of the Saturday Market, smoking in parks, community gardens, and the bee population.

Councilmember Forsythe reported receiving resident contacts regarding: public safety levy, budgeting process, and sustainability.

Councilmember Carson reported receiving a resident contact regarding trees removed from a construction site.

COMMITTEE REPORTS

Councilmember Stuart provided the following committee report:

- Committee of the Whole - Planning and Public Works.

Councilmember Forsythe provided the following committee report:

- Eastrail.

Councilmember Fields provided the following committee report:

- OneRedmond Governmental Affairs.

Councilmember Kritzer provided the following committee reports:

- OneRedmond Board retreat; and
- Eastside Transportation Partnership.

FOR THE GOOD OF THE ORDER

- Voting reminder;
- Budget meeting on Thursday; and
- Next Tuesday's meeting has been moved to Monday.

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 8:18 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: November 15, 2022

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

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

The purpose of the special meeting was to discuss the 2023-2024 Preliminary Budget Review: Service Enhancement Budget Offers.

Councilmember Fields, as the Presiding Officer of the Finance, Administration, and Communications Committee of the Whole, chaired the budget portion of the meeting and overviewed the process for the discussion.

Chip Corder, Finance Director, reported to the Council regarding follow-up items, and was joined by Department Directors to discuss Service Enhancements in the following areas:

- Healthy and Sustainable
 - o Construction and Demolition Recycling, Strategic Asset Management Plan, Waste Management Contract Administration, Water Comprehensive Plan, State Regulated Utility Locates, Street Sweeping, 132nd Ave NE Corridor Wastewater Study, Redmond Wildlife Habitat Plan Update, Stormwater Comprehensive Plan, Low Flow Emergency Bypass Pump, Water Maintenance Technician, Water Systems Maintenance, Street Tree Management, Invasive Plant Removal, Wastewater System Maintenance, Stormwater Service Enhancements, Volunteer Planting Events - Aaron Bert, Public Works Director, responded to inquiries regarding: consultant; rankings; usage of funds; fund transfer; competitive bidding; water testing; providing sewer services; types of wildlife and goals; outcomes of the Stormwater Comprehensive Plan; and summer seasonal help.
 - o Park System Maintenance, Landscaped Rights-of-Way, Vegetation management Strategic Plan, Street Tree Management, Green Redmond Partnership, Parks Irrigation, Southeast Redmond Park Master Plan, Eastrail Data, Equity, and Activation, Sports Field Layout, Redmond Senior & Community Center Operations, and Art and Clay Studio - Loreen Hamilton, Director of Parks and Recreation, responded to inquiries regarding: ongoing; locations; types of vegetation; clearing policy; renaming; amount of funding; tree removal and replacement; providing updates; efficiency in water use; master plan and construction process and timeline; grant funding; and cost recovery.

- o Facilities Sustainability Planning - Malisa Files, Chief Operating Officer.

(recess 8:36 p.m., reconvene 8:49 p.m.)

- Safe and Resilient
 - o Police Peer Support, Police General Fleet Rightsizing, Emergency Response - Darrell Lowe, Police Chief, responded to inquiries regarding: type of vehicles; electrification of the fleet; and use of the Mobile Command Post.
 - o Paramedic Attrition, Fire Peer Support, Fire Pumpers and Aid Cars, Development Review and Inspection, Fire PPE Advanced Cleaning, and Service and Repair - Adrian Sheppard, Fire Chief, responded to inquiries regarding: hiring plan; vacant positions; overhire provision; electrification of vehicles; fund transfer; and enhanced cleaning.
 - o Traffic Safety Grant Application, Street System Maintenance, Pavement Condition Index Rating, Traffic System Operations (Signal Maintenance Overtime, Supplemental Staff, Tree Maintenance), Street System Maintenance Equipment, Right-of-Way Program Management, and NE 24th St. Slope Analysis - Aaron Bert, Public Works Director, responded to inquiries regarding: Vision Zero; grant funding; tree trimming; staff capacity; noise; street sweeping; and cell tower applications and fees.

MOTION: Councilmember Anderson moved to extend the meeting time by 20 minutes. The motion was seconded by Councilmember Stuart.

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

The public was reminded of the next budget meeting on Monday, November 7, 2022

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 10:16 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: November 15, 2022

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Special Meeting of the Redmond City Council was called to order by Council President Jessica Forsythe at 7:00 p.m. Councilmembers present and establishing a quorum were: Anderson, Carson, Fields, Forsythe, Khan, Kritzer and Stewart.

The purpose of the special meeting was to discuss the 2023-2024 Preliminary Budget Review: Service Enhancement Budget Offers and Council Talk Time.

Councilmember Fields, as the Presiding Officer of the Finance, Administration, and Communications Committee of the Whole, chaired the budget portion of the meeting and overviewed the process for the discussion.

Chip Corder, Finance Director, reported to the Council regarding follow-up items, and was joined by Department Directors, to discuss Service Enhancements Offers in the following areas:

- Strategic and Responsive
 - TIS Special Project Support, Operations, Department Leadership; and Network Security Enhancements - Michael Marchand, Technology and Information Services, responded to inquiries regarding: adding a position; and pay for the position.
 - Real Property Services (Senior Planner) - Kelley Cochran, Deputy Finance Director, responded to inquiries regarding: reimbursement; position coverage; and revenue for development agreements.
 - Diversity, Equity and Inclusion (DEI) Staff Training, Communications Tools and Support, and Legislative Assistant/Volunteer Coordinator - Malisa Files, Chief Operating Officer, responded to inquiries regarding: completing training; training provided through Human Resources; investing in DEI; additional funding needs; project based; management; and defining the role.
 - Fleet Study and Renewable Diesel Fuel - Aaron Bert, Public Works Director, responded to inquiries regarding: previous studies; emission goals; infrastructure; maintenance; Current budget; and maintenance and vehicle warranty.
 - Development User Fee Update - Carol Helland, Director of Planning and Community Development.
 - Human Resources Recruitment and Human Resources/Payroll System Implementation Support - Cathryn Laird, Human Resources Director, responded to inquiries regarding: number of vacancies and qualifications.

- o Indirect Cost Study - Chip Corder, Finance Director, responded to inquiries regarding: hiring a consultant and policy recommendation.

(recess 8:22 p.m., reconvene 8:34 p.m.)

- Vibrant and Connected
 - o Economic Development, Credit Card Acceptance for Permit Fees, Commuter Assistance Office Program, Human Services Grant Funding, Lodging Tax Advisory Committee (LTAC) Support, OneRedmond Contract Administration, Redmond 2050 Update, Small Business Support, and Transportation Master Plan Update - Carol Helland, Director of Planning and Community Development, responded to inquiries regarding: staff work; technology solution; funding source; LTAC funding; grant process; supporting the small business community; access to parking garages; engaging with high school students; and multi modal safety/
 - o Building Security Strategic Plan, Maintenance and Operations Center Master Plan, Facilities Condition Assessment, Redmond Senior & Community Center Operations, Community Events - Loreen Hamilton, Parks and Recreation Director, responded to inquiries regarding: master plan process, funding and prioritization.
- Council Proposals
 - o DEI;
 - o Facilitator;
 - o Council Travel and Training; and
 - o Further discussion will be held on November 15, 2022.

The public was reminded of the next budget meeting on Thursday, November 10, 2022.

COUNCIL TALK TIME

- SCA board applications due; and
- Mayor and Council salary review.

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 10:07 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: November 15, 2022

DRAFT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 11/15/2022
Meeting of: City Council

File No. SPC 22-121
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
 Pay period: 10/01 - 10/31/2022
 Check Date: 10/31/2022

Check Total:	\$ -
Direct Deposit Total:	\$ 7,925.55
Wires & Electronic Funds Transfers:	\$ 2,191.24
Grand Total:	<u>\$ 10,116.79</u>


City of Redmond
Payroll Final Check List
 Pay period: 10/01 - 10/31/2022
 Check Date: 10/31/2022

Total Checks and Direct deposit:	\$ 8,791.05
Wire Wilmington Trust RICS (MEBT):	\$ 1,325.74
Grand Total:	<u>\$ 10,116.79</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

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

All Checks numbered _____ through _____,
 Direct deposits numbered **138925** through **138931**, and
 Electronic Fund transfers **1507** through **15007**
 are approved for payment in the amount of **\$10,116.79**
 on this **15 day of November 2022**.

DocuSigned by:

 7C0092BCC9C549B...

Human Resources Director, City of Redmond
 Redmond, Washington

Note:

City of Redmond
Payroll Check Approval Register
Pay period: 10/16 - 10/31/2022
Check Date: 11/10/2022

Check Total:	\$ 45,118.34
Direct Deposit Total:	\$ 2,330,953.88
Wires & Electronic Funds Transfers:	\$ 1,437,246.96
Grand Total:	<u>\$ 3,813,319.18</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **187510** through **187524** ,
Direct deposits numbe **138932** through **139654** , and
Electronic Fund transf **1508** through **1512**
are approved for payment in the amount of **\$3,813,319.18**
on this **15 day of November 2022**.

Note:

-
- 187508 Dana Yost - Direct Deposit Reject/Check Reprint
 - 187509 Teresa Tremble - Special Run/Pay Adj
-
-

City of Redmond
Payroll Final Check List
Pay period: 10/16 - 10/31/2022
Check Date: 11/10/2022

Total Checks and Direct deposit:	\$ 3,449,585.58
Wire Wilmington Trust RICS (MEBT):	\$ 363,733.60
Grand Total:	<u>\$ 3,813,319.18</u>

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

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

-
-
-
-

I, Financial Services Manager, do hereby certify to the City Council, that the checks for the month of October & November 2022 are true and correct to the best of my knowledge.

DocuSigned by:

Chip Corder

5528A221CC9646C...

Chip Corder, Finance Director
City of Redmond
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 442335 through 442656, and Wire Transfers are approved for payment in the amount of \$7,910,657.66 This 15th day of November 2022.



Memorandum

Date: 11/15/2022
Meeting of: City Council

File No. AM No. 22-172
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager

TITLE:
Acceptance of a Grant for the Periodic Comprehensive Plan Update

OVERVIEW STATEMENT:

Staff recommends that the City Council accept a grant from the Washington State Department of Commerce for the periodic update of the Comprehensive Plan (aka Redmond 2050) for \$175,000, and authorize the Mayor to enter into a grant contract with the Department of Commerce, substantially as shown in Attachment A. Commerce is dividing the award between two state fiscal years, with \$87,500 awarded for the state’s fiscal year ending June 30, 2023 and the remainder awarded for the state’s fiscal year ending June 30, 2024.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
RCW 36.70A.130 requires that Redmond complete a periodic review and update of its comprehensive plan by December 31, 2024.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Accepting the grant funds supports the City’s ability to complete the required periodic update of the Redmond Comprehensive Plan by December 31, 2024. Specifically, the Mayor’s budget proposes a service enhancement for Redmond 2050 for focused outreach to those who traditionally have not participated in community planning efforts, and for economic analyses of zoning incentive packages to support the community’s vision for Redmond. Accepting the grant funds would free-up local funds to support the service enhancement.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The periodic update, known as “Redmond 2050,” has a wide-ranging community involvement plan reviewed and approved by the Council in late 2020.
- **Outreach Methods and Results:**
Redmond 2050 outreach methods are detailed in the Community Involvement Plan. Summaries of such work are regularly posted to www.redmond.gov/1495/Engagement-Summaries.
- **Feedback Summary:**
Community feedback is summarized in engagement summaries at the linked provided above.

BUDGET IMPACT:

Total Cost:

The grant has a total value of \$175,000; there is no cost to the City.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

000250

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

Washington State Department of Commerce grant in amount of \$175,000

Budget/Funding Constraints:

Grant funds must be spent on the periodic update of the Redmond Comprehensive Plan and implementing regulations.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/1/2022	Committee of the Whole - Planning and Public Works	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

The first half of the grant must be expended by June 30, 2023; the second half must be expended by June 30, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the Redmond 2050 project would not benefit from the \$175,000 in grant funds.

ATTACHMENTS:

Attachment A: Interagency Agreement between Department of Commerce and City of Redmond
Attachment B: Award Letter



Interagency Agreement with

City of Redmond

through

Growth Management Services

**Contract Number:
23-63210-023**

For

GMA Periodic Update Grant – FY2023

Dated: Date of Execution

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Face Sheet

Contract Number: 23-63210-023

Local Government Division Growth Management Services

1. Contractor City of Redmond Planning and Community Development PO Box 97010, MS 4SPL Redmond, WA 98073-9710		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Jeff Churchill Long Range Planning Manager 425-556-2492 jchurchill@redmond.gov		4. COMMERCE Representative Valerie Smith Deputy Managing Director Growth Management Services (360) 725-3062 valerie.smith@commerce.wa.gov	
5. Contract Amount \$87,500	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2023			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN N/A			
10. Tax ID # N/A	11. SWV # SWV0003729-10	12. UBI # 176-000-016	13. UEI # N/A
14. Contract Purpose Grant funding to assist the City of Redmond with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Angela Birney, Mayor City of Redmond _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed eighty-seven thousand five hundred dollars (\$87,500), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 23-63210-023. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2022, for services and deliverables described under this Agreement.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

4. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

6. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

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Attachment A: Scope of Work

Tasks / Actions / Deliverables	Description	End Date
Task 1	Prepare Phase 1 Elements for Adoption: Housing; Economic Vitality; Transportation; Parks, Arts, Recreation, Conservation, and Culture (PARCC); and Urban Centers (Overlake only).	
Action 1.1	Develop second drafts of Phase 1 elements for public review based on comments received during review of first drafts.	Oct. 2022
Action 1.2	Conduct community engagement for second drafts of Phase 1 elements.	Nov. 2022
Action 1.3	Publish final drafts of Phase 1 elements for public review and for formal Planning Commission and City Council consideration and action.	Jan. 2023
Action 1.4	Conduct community engagement for final drafts of Phase 1 elements.	Mar. 2023
Action 1.5	Conduct final review of Phase 1 elements with the City Council.	Apr. 2023
Deliverable 1.1	<ul style="list-style-type: none"> • Quarterly progress reports documenting Task progress through the end of each calendar quarter. • Final drafts of Phase 1 elements • Community engagement summaries for Q3 and Q4 2022, and Q1 and Q2 2022 • <i>Final action on Phase 1 elements is expected in July 2023, after the end of the SFY22-23.</i> 	Jun. 30, 2023
Task 2	Prepare Regulations Related to Housing, Transportation, and Overlake that Implement Phase 1 Elements.	
Action 2.1	Conduct community engagement for regulations associated with Phase 1 elements.	Oct. 2022
Action 2.2	Develop second drafts of regulations based on comments received during review of first drafts.	Jan. 2023
Action 2.3	Publish final drafts of regulations associated with Phase 1 elements for formal Planning Commission and City Council consideration and action.	Feb. 2023

Action 2.4	Conduct final review of the regulations with the City Council.	Jun. 2023
Deliverable 2.1	<ul style="list-style-type: none"> Quarterly progress reports documenting Task progress through the end of each calendar quarter. Final drafts of Phase 1 regulations <i>Final action on Phase 1 regulations is expected in July 2023, after the end of the SFY22-23.</i> 	Jun. 30, 2023
Task 3	Commerce Periodic Update Checklist	
Action 3.1	Review the comprehensive plan using the Commerce periodic update checklist	Dec. 2022
Action 3.2	Review development regulations, including critical areas regulations, using the Commerce periodic update checklist	Dec. 2022
Deliverable 3.1	Completed Commerce periodic update checklists for comprehensive plan and development regulations.	Jan. 31, 2023
Task 4	Develop Phase 2 Policy Updates, including for: Community Character and Historic Preservation; Human Services; Participation, Implementation, and Evaluation; Natural Environment; Annexation and Regional Planning; Capital Facilities; Land Use; Urban Centers (Downtown); and Goals, Vision, and Framework.	
Action 4.1	Conduct community engagement for “policy considerations,” i.e., those ideas that need to be considered as part of the comprehensive plan update.	Oct. 2022
Action 4.2	Identify policy options/alternatives for those policy considerations where there is an unresolved tension.	Jan. 2023
Action 4.3	Conduct community engagement for policy options/alternatives to obtain policy direction for Phase 2 elements.	Mar. 2023
Action 4.4	Develop first draft of Phase 2 elements for community input.	May 2023
Action 4.5	Conduct community engagement on first drafts of Phase 2 elements.	Jun. 2023
Deliverable 4.1	<ul style="list-style-type: none"> Quarterly progress reports documenting Task progress through the end of each calendar quarter. Updated Existing Conditions Reports for Phase 2 elements, which documents policy considerations First draft of Phase 2 elements Community engagement summaries for Q3 and Q4 2022, and Q1 and Q2 2022 	Jun. 30, 2023

	• Policy options/alternatives summaries	
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Attachment B: Budget

SFY 2022 Task/Deliverable	SFY 2022 Amount
Deliverable 1.1 – Phase 1 Policies: Final Drafts	\$30,625
Deliverable 2.1 – Phase 1 Regulations	\$21,875
Deliverable 3.1 – Commerce Checklist	\$4,375
Deliverable 4.1 – Phase 2 Policies: First Drafts	\$30,625
Total Grant (SFY 2022 only)	\$87,500

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STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

July 18, 2022

The Honorable Angela Birney
Mayor of Redmond
15670 NE 85th Street
Redmond, Washington 98073-9710

RE: 2024 Growth Management Act Periodic Update Grants

Dear Mayor Birney:

The City of Redmond is required by RCW 36.70A.130(5)(a) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2024, to ensure they comply with the Growth Management Act (GMA).

We are pleased to inform you that, based on your population size, that \$175,000 has been reserved for the City of Redmond as a grant to assist in completing your update work. This funding is reserved for the city as a non-competitive formula grant. Due to the state biennial split, one-half of this funding, or \$87,500 is available to reimburse related periodic update project costs from July 1, 2022 to June 30, 2023. Commerce will sign a grant agreement with you by this fall. All related GMA update project costs incurred by your jurisdiction, beginning July 1, 2022, will be eligible for reimbursement. Therefore, you will not need to delay work on the update grant until the contract is signed.

In addition to this financial assistance, Growth Management Services will continue to provide technical assistance for you during this periodic update process, until your scheduled update deadline, and our professional senior planners are ready to assist you with any questions. Please feel free to contact your assigned senior planner with any questions.

Your first grant deliverable will be the completion and submittal of the periodic update checklist, which we provide for review for your comprehensive plan and development regulation. You may find a copy of the checklist and instructions on our webpage here:

<https://www.commerce.wa.gov/serving-communities/growth-management/periodic-update/>

In order to receive this funding, please complete the GMA Update Grant Application materials. These materials are located on the Growth Management Services grants webpage located at

<https://www.commerce.wa.gov/serving-communities/growth-management/growth-management-grants/>

We request application materials please be returned by **September 30, 2022**. As soon we receive your submitted application, we will begin preparing your contract and negotiate your final scopes of work.

If you have questions regarding this grant program or receiving technical assistance regarding your update, please contact Kirsten Larsen, at (360) 280-0320, or kirsten.larsen@commerce.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Andersen". The signature is fluid and cursive, with a large initial "D" and "A".

Dave Andersen, AICP
Managing Director, Growth Management Services

cc: Deborah McMahon



Memorandum

Date: 11/15/2022
Meeting of: City Council

File No. AM No. 22-173
Type: Consent Item

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

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

Public Works	Paul Cho	Engineering Manager
Public Works	Steve Flude	City Engineer

TITLE:

Approval of Amendments to RMC 10.24.045 and 10.24.047 on Temporary Road Closures or Restrictions

- a. Ordinance No. 3097: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code (RMC) 10.24 Speed Regulations, to Amend the Duration of Temporary Road Closures and Restrictions that Require City Council Approval from a Duration that Exceeds Twelve (12) Hours to a Duration that Exceeds Fourteen (14) Days

OVERVIEW STATEMENT:

Redmond Municipal Code Section 10.24.045 and 10.24.047 currently require Council approval for any speed reduction or temporary road closures over twelve hours in duration. The proposed change would amend the approval process as follows:

Proposed duration of temporary road closures and/or speed reductions: Approval authority -

- 24 hours or less: City Traffic Engineer
- Over 24 hours but not exceeding 72 hours: City Public Works Director
- Over 72 hours but not to exceed 14 days: City’s Technical Committee
- Exceeds 14 days: City Council

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Municipal Code
- **Required:**
Redmond Municipal Code 10.24.045, 10.24.047
- **Council Request:**
NA
- **Other Key Facts:**
Currently, Council must approve any road closures or speed reductions that exceed 12 hours in duration. This is a time-consuming process that can take up to six weeks depending on Committee and Council schedule. To facilitate project schedules and reduce overall wait times for approvals, Staff is requesting that the current approval process be amended to provide greater responsiveness and better customer service while still requiring Council approval for longer duration restrictions that exceed 14 days in length. Regardless of the length of closure, notification will be provided to the City Council and the Mayor by the Public Works Director outlining why the closure is happening and for what duration. Additionally, outreach to impacted properties adjacent to the closure will be notified by City staff.

OUTCOMES:

Projects can be constructed more efficiently when approval timelines for road closures or speed reductions are shortened.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
NA
- **Outreach Methods and Results:**
NA
- **Feedback Summary:**
NA

BUDGET IMPACT:

Total Cost:

There is no cost to this proposal

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

NA

Budget Priority:

NA

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

If yes, explain:

NA

Funding source(s):

NA

Budget/Funding Constraints:

NA

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/15/2022	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

The current municipal code would not change, and projects would still be required to get approval from City Council for road restrictions or road closures that are more than 12 hours in duration.

ATTACHMENTS:

Attachment A: RMC 10 24 Amendment

**CITY OF REDMOND
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING REDMOND MUNICIPAL CODE
(RMC) 10.24 SPEED REGULATIONS, TO AMEND THE
DURATION OF TEMPORARY ROAD CLOSURES AND
RESTRICTIONS THAT REQUIRE CITY COUNCIL
APPROVAL FROM A DURATION THAT EXCEEDS TWELVE
(12) HOURS TO A DURATION THAT EXCEEDS FOURTEEN
(14) DAYS

WHEREAS, the City requires Council approval for any temporary speed reductions, road closures, and road restrictions that exceed twelve (12) hours in duration; and

WHEREAS, the City seeks to increase the duration of temporary speed reductions, road closures, and road restrictions that require Council approval that exceed fourteen (14) days; and

WHEREAS, temporary speed reductions, temporary road closures, and temporary road restrictions that are fourteen (14) days or less in duration will be approved by either the City Traffic Engineer, the City Public Works Director, or the City's Technical Committee as set forth in Amended Section 10.24.047.

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

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

Section 2. Amendment of Subsection. RMC 10.24.045, Speed Regulations, Temporary Closure or Restriction Authorized, is hereby amended to read as follows:

10.24.045 Temporary Closure or Restriction Authorized.

A. Subject to the procedures set forth in RMC 10.24.047, the City may temporarily close any street, road, or highway to travel by all vehicles or any class of vehicles, or may declare a lower maximum speed for all vehicles or any class of vehicles using such street, road, or highway, whenever any of the following occur:

1. The condition of the street, road, or highway, or any portion thereof, is such that its unrestricted use or continued use by all vehicles or any specific class of vehicles will greatly damage that street, road, or highway, or will be dangerous to traffic; or

2. Such street, road, or highway is being constructed, altered, repaired, improved, or maintained and temporary closure or restriction is necessary to facilitate such construction, alteration, repair, improvement, or maintenance.

B. The City Traffic Engineer shall have authority to classify vehicles according to gross weight, axle weight, height, width, length, braking area, performance, vehicle combinations or tire equipment for the purposes of this section, and may restrict the use of any portion of any street, road or highway to use by an urban public transportation system; provided action taken under this section in cases involving state highways shall be subject to the approval of the Secretary of Transportation.

~~10.24.045 TEMPORARY CLOSURE OR RESTRICTION AUTHORIZED.~~

~~WHENEVER THE CONDITION OF ANY STREET, ROAD OR HIGHWAY, EITHER NEWLY OR PREVIOUSLY CONSTRUCTED, ALTERED, REPAIRED OR IMPROVED, OR WHEN ANY PART THEREOF IS SUCH THAT FOR ANY REASON ITS UNRESTRICTED USE OR CONTINUED USE BY VEHICLES OR BY ANY CLASS OF VEHICLES WILL GREATLY DAMAGE THAT STREET, ROAD OR HIGHWAY, OR WILL BE DANGEROUS TO TRAFFIC, OR IT IS BEING CONSTRUCTED, ALTERED, REPAIRED, IMPROVED, OR MAINTAINED IN SUCH A MANNER AS TO REQUIRE THAT USE OF THE STREET, ROAD OR HIGHWAY, OR ANY PORTION THEREOF, BE CLOSED OR RESTRICTED TO ALL VEHICLES OR ANY CLASS OF VEHICLES FOR ANY PERIOD OF TIME, THE CITY TRAFFIC ENGINEER, SUBJECT TO THE PROVISIONS IN SECTION 10.24.047 OF THIS CHAPTER, MAY CLOSE THE STREET, ROAD~~

~~OR HIGHWAY TO TRAVEL BY ALL VEHICLES OR BY ANY CLASS OF VEHICLES, OR MAY DECLARE A LOWER MAXIMUM SPEED FOR ANY CLASS OF VEHICLES FOR SUCH DEFINITE PERIOD OF TIME AS THE CITY TRAFFIC ENGINEER MAY DETERMINE. THE CITY TRAFFIC ENGINEER SHALL FURTHER HAVE AUTHORITY TO CLASSIFY VEHICLES ACCORDING TO GROSS WEIGHT, AXLE WEIGHT, HEIGHT, WIDTH, LENGTH, BRAKING AREA, PERFORMANCE, VEHICLE COMBINATIONS OR TIRE EQUIPMENT FOR THE PURPOSES OF THIS SECTION, AND MAY RESTRICT THE USE OF ANY PORTION OF ANY STREET, ROAD OR HIGHWAY TO USE BY AN URBAN PUBLIC TRANSPORTATION SYSTEM; PROVIDED ACTION TAKEN UNDER THIS SECTION IN CASES INVOLVING STATE HIGHWAYS SHALL BE SUBJECT TO THE APPROVAL OF THE SECRETARY OF TRANSPORTATION. (ORD. 1477 § 6, 1989).~~

Section 3. Amendment of Subsection. RMC 10.24.047, Speed Regulations, Procedure for Temporary Closure or Restriction, is hereby amended to read as follows:

A. The City Traffic Engineer shall have the authority to approve all temporary closures and restrictions provided for in RMC 10.24.045.A that will not exceed 24 hours in duration or that are necessary to address an emergency.

B. The City Public Works Director shall have the authority to approve all temporary closures and restrictions

provided for in RMC 10.24.045.A that will exceed 24 hours in duration but will not exceed 72 hours in duration.

C. The City's Technical Committee shall have the authority to approve all temporary closures and restrictions provided for in RMC 10.24.045.A that will exceed 72 hours in duration but will not exceed 14 days in duration.

D. City Council approval shall be required for all temporary closures and restrictions provided for in RMC 10.24.045.A that will exceed 14 days in duration. The City Traffic Engineer shall, with the approval of the Mayor, place advance written notice of any proposed closure that will exceed 14 days on the regular agenda of the City Council. The notice will include a description of the proposed closure or restriction recommended by the City Traffic Engineer, including the street, road, or highway involved, and the length of time that the proposed closure or restriction will remain in effect.

The City Council may accept, reject or modify the proposed closure or restriction recommended by the City Traffic Engineer. Failure of the City Council to take action upon the notice shall be deemed an approval of the action proposed by the notice.

E. Whenever a street closure or restriction has been approved as provided in this section, the Public Works Department shall immediately do the following:

1. Publish the notice of closure in the official newspaper of the city; and

2. Publish the notice of closure through official electronic communication means of the City; and

3. Notify the Mayor and City Council of the closure via electronic communication means; and

4. Post a like notice, on or prior to the date of publication, in a conspicuous place at each end of the street, road, highway, or portion thereof to be closed or restricted.

5. No street, road or highway, or portion thereof, may be closed sooner than three days after the publication and posting of the notice herein provided for; provided, however, that in cases of emergency or conditions the following may apply:

a. The maximum time the closure will be in effect is seventy-two hours or less.

b. The City Traffic Engineer may, without publication or delay, close streets, roads or highways temporarily by posting notice at each end of the closed

portion thereof and at all intersecting highways if the closing is of a portion of a highway, at all intersecting highways and roads if the closing is of a portion of a road, and at all intersecting streets if the closing is of a street.

c. In all emergency cases or conditions in which the maximum time the closure will be in effect is seventy-two hours or less, as herein provided, the orders of the City Traffic Engineer shall be immediately effective; provided further, action taken under this section in cases involving state highways shall be subject to the approval of the Secretary of Transportation.

F. The authority and procedures set forth in this section shall control over any contrary authority or procedures set forth in the Model Traffic Ordinance, as adopted by the City in RMC 10.10.

~~10.24.047 PROCEDURE FOR TEMPORARY CLOSURE OR RESTRICTION.
BEFORE ANY STREET, ROAD OR HIGHWAY IS CLOSED TO, OR THE
MAXIMUM SPEED LIMIT THEREON REDUCED FOR, ALL VEHICLES OR ANY
CLASS OF VEHICLES, THE CITY TRAFFIC ENGINEER WITH THE APPROVAL
OF THE MAYOR, SHALL PLACE ADVANCE NOTICE THEREOF IN THE NEXT
REGULAR AGENDA OF THE CITY COUNCIL, WHICH NOTICE SHALL INCLUDE
ANY SPEED LIMIT MODIFICATION, INCLUDING THE STREET, ROAD OR
HIGHWAY INVOLVED, AND THE LENGTH OF TIME THE CLOSURE OR~~

~~DECREASED SPEED LIMIT WILL STAY IN EFFECT. THE CITY COUNCIL MAY ACCEPT, REJECT OR MODIFY THE DETERMINATION OF THE CITY TRAFFIC ENGINEER. FAILURE OF THE CITY COUNCIL TO TAKE ACTION UPON THE NOTICE SHALL BE DEEMED AN ACCEPTANCE OF THE ACTION PROPOSED BY THE NOTICE. IF APPROVED AS PROPOSED OR APPROVED AS MODIFIED, THE CITY CLERK SHALL IMMEDIATELY CAUSE PUBLICATION OF THE NOTICE IN THE OFFICIAL NEWSPAPER OF THE CITY AND SHALL POST A LIKE NOTICE, ON OR PRIOR TO THE DATE OF PUBLICATION OF SUCH NOTICE, IN A CONSPICUOUS PLACE AT EACH END OF THE STREET, ROAD, OR HIGHWAY, OR THE PORTION THEREOF TO BE CLOSED OR RESTRICTED; PROVIDED, THAT NO SUCH STREET, ROAD OR HIGHWAY, OR PORTION THEREOF, MAY BE CLOSED SOONER THAN THREE DAYS AFTER THE PUBLICATION AND POSTING OF THE NOTICE HEREIN PROVIDED FOR; PROVIDED, HOWEVER, THAT IN CASES OF EMERGENCY OR CONDITIONS IN WHICH THE MAXIMUM TIME THE CLOSURE WILL BE IN EFFECT IS TWELVE HOURS OR LESS, THE CITY TRAFFIC ENGINEER MAY, WITHOUT PUBLICATION OR DELAY, CLOSE STREETS, ROADS OR HIGHWAYS TEMPORARILY BY POSTING NOTICE AT EACH END OF THE CLOSED PORTION THEREOF AND AT ALL INTERSECTING HIGHWAYS IF THE CLOSING IS OF A PORTION OF A HIGHWAY, AT ALL INTERSECTING HIGHWAYS AND ROADS IF THE CLOSING IS OF A PORTION OF A ROAD, AND AT ALL INTERSECTING STREETS IF THE CLOSING IS OF A STREET. IN ALL EMERGENCY CASES OR CONDITIONS IN WHICH~~

~~THE MAXIMUM TIME THE CLOSURE WILL BE IN EFFECT IS TWELVE HOURS OR LESS, AS HEREIN PROVIDED, THE ORDERS OF THE CITY TRAFFIC ENGINEER SHALL BE IMMEDIATELY EFFECTIVE; PROVIDED FURTHER, ACTION TAKEN UNDER THIS SECTION IN CASES INVOLVING STATE HIGHWAYS SHALL BE SUBJECT TO THE APPROVAL OF THE SECRETARY OF TRANSPORTATION. (ORD. 1477 § 7, 1989).~~

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Effective date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this _____ day of _____, 20XX.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.



Memorandum

Date: 11/15/2022
Meeting of: City Council

File No. AM No. 22-174
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill, AICP	Long Range Planning Manager
Planning and Community Development	Ian Lefcourte, AICP	Senior Planner

TITLE:

Approval of Middle Housing Grant in the Amount of \$120,000 from the Washington State Department of Commerce, Consultant Contract with BDS Planning & Urban Design and a Memorandum of Agreement (MOA) between the cities of Bellevue, Redmond, Bothell, Kenmore, and Newcastle for Cost Sharing

OVERVIEW STATEMENT:

Staff recommends that the Council take three actions related to a Middle Housing grant in the amount of \$120,000 from the Washington State Department of Commerce:

- I. Accept the Middle Housing Grant from the Washington State Department of Commerce and authorize the Mayor to enter into a contract with the State substantially as shown in Attachment A.
- II. Authorize the Mayor to execute a consultant contract with BDS Planning & Urban Design, in an Amount Not-to-Exceed \$120,000, substantially as shown in Attachment B.
- III. Approve a Memorandum of Agreement (MOA) between the cities of Bellevue, Redmond, Bothell, Kenmore, and Newcastle Concerning the Sharing of Costs Related to Middle Housing Community-Based Organization Engagement, substantially as shown in Attachment C.

All three of the above are required for the City to conduct the consultant work necessary to fulfill the obligations of the Washington State Department of Commerce Middle Housing grant program. The goal of this grant program is to identify potential changes to regulations, policies, and programs, to maximize middle housing production and to remediate racial discrimination.

The City of Redmond solicited proposals from qualified firms with expertise in community engagement, racial equity analysis, real estate, and affordable housing to provide professional services to support analysis of adopting moderate density housing options, including, but not limited to duplexes, triplexes, and townhomes. The contract with BDS Planning & Urban Design will fund this project through completion in summer 2023. The MOA with four other ARCH member jurisdictions will allow the cities to pool their individual grant resources for compensating community-based organizations (CBOs) to realize a higher and a more effective use of resources. The five parties' total resources for compensating CBOs is \$100,000.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan Housing Element: provides a framework for housing goals, policies, and actions to address housing needs that advance the City's vision.
Housing Action Plan: Identifies actions to complete to pursue the City's housing goals, including amending regulations to broaden housing options by promoting middle housing development.
- **Required:**
Council approval is required.
- **Council Request:**
N/A
- **Other Key Facts:**
Consultant assistance is required to complete this work.

OUTCOMES:

The outcome of the work related to this grant will be progress on fulfilling new requirements for Comprehensive Plan Housing Elements and implementing the Housing Action Plan. Specifically, the outcomes from this item include engaging with the community, creating educational outreach materials on middle housing, developing a racial equity analysis report with proposed policies, and identifying remaining opportunities for middle housing amendments. Approving the MOA will result in fulfilling grant obligations to compensate COBs for their engagement support and provide the City with robust, extensive, and equitable community engagement.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The Washington State Department of Commerce requires that all grant deliverables must be submitted to Commerce by June 15, 2023.
- **Outreach Methods and Results:**
The City, through the support of CBOs compensated through this grant, will conduct engagement with communities historically impacted by inequitable housing policy. There will also be community-wide opportunities for input through the Planning Commission and Council review of proposed housing policy or regulatory changes.
- **Feedback Summary:**
Any feedback provided will be summarized by staff and provided to Council.

BUDGET IMPACT:

Total Cost:

\$120,000 funded through the Washington State Department of Commerce grant. Of this, \$20,000 is reserved for compensating CBOs.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

000248

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

Washington State Department of Commerce Middle Housing Grant - \$120,000

Budget/Funding Constraints:

The Washington State Department of Commerce requires that all grant deliverables be submitted to Commerce by June 15, 2023.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/1/2022	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None	N/A

Time Constraints:

Council approval is required for the grant-related work to begin.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the scope of work funded through this grant will not be completed.

ATTACHMENTS:

Attachment A - Commerce Contract

Exhibits A and B - Middle Housing Grant Award Letter, Commerce Interlocal Agreement
Attachment B - Middle Housing Consulting Services Agreement, Non-Public Work
Exhibits A, B, and C - Scope, Budget, and Schedule
Attachment C - Memorandum of Agreement for ARCH Middle Housing Grant Collaboration
Exhibit A - Middle Housing Community-Based Organization Engagement



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

July 18, 2022

City of Redmond
PO Box 97010
Redmond, WA 98073-9710

Delivered via Email to abirney@redmond.gov

RE: Middle Housing Program Grant

Greetings:

I am pleased to inform you that the City of Redmond has been awarded \$100,000 in grant funds and \$20,000 to subcontract with community based organizations from the Middle Housing Grant Program. The 2022 Legislature created this grant program to support the adoption of middle housing types in the Puget Sound region, along with conducting a racial equity analysis and establishing antidisplacement policies. This funding will support these required components of the update to your housing element. Commerce will also have technical assistance staff that can help with various tasks.

This grant will be administered by the Washington Department of Commerce, Growth Management Services (GMS) unit. Before we disburse the funds, a contract with an agreed upon scope of work and budget will need to be executed between your organization and the Department of Commerce. Funds may be retroactively applied to project costs related to your grant scope of work, beginning July 1, 2022, the date the funding became available. You should also have received funding to support the periodic update of your comprehensive plan and development regulations in a separate award.

Anne Fritzel, our GMS housing programs manager, or another staff member will be in touch with you to develop the contract and answer any questions you may have. Anne can be reached at anne.fritzel@commerce.wa.gov or 360-259-5216.

Sincerely,

Dave Andersen, AICP
Managing Director
Growth Management Services

cc: Ian Lefcourte, Senior Planner
Angela Birney, Mayor
Gloria Hulskamp, Capital and Grant Analyst
Kirsten Larsen, Senior Planner
Anne Fritzel, Housing Programs Manager, Growth Management Services



Interagency Agreement with

City of Redmond

through

Growth Management Services

For

Middle Housing Grant

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Exhibit B

Contract Number: 23-63326-018

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Middle Housing Grant**

1. Contractor City of Redmond PO Box 97010 Redmond, WA 98033		2. Regional planner Matt Ojennus Senior Planner 360-292-3435 matthew.ojennus@commerce.wa.gov N/A						
3. Contractor Representative Ian Lefcourte Senior Planner 425-556-2438 ilefcourte@redmond.gov		4. COMMERCE Representative Dave Osaki Housing Policy Analyst (360) 725-3133 dave.osaki@commerce.wa.gov <table style="float: right; margin-left: 20px;"> <tr> <td>PO Box 42525</td> </tr> <tr> <td>1011 Plum Street SE</td> </tr> <tr> <td>Olympia Washington</td> </tr> <tr> <td>98504-2525</td> </tr> </table>			PO Box 42525	1011 Plum Street SE	Olympia Washington	98504-2525
PO Box 42525								
1011 Plum Street SE								
Olympia Washington								
98504-2525								
5. Contract Amount \$120,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2023					
9. Federal Funds (as applicable) NA		Federal Agency: NA						
		CFDA Number NA						
10. Tax ID # NA	11. SWV # 0003729-10	12. UBI # 176-000-016	13. DUNS # NA					
14. Contract Purpose Implementation of Middle Housing grant for the purpose of funding actions needed to evaluate the adoption of middle housing types on thirty percent (30%) or more of lots that, before this work, only allowed single family development.								
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.								
FOR CONTRACTOR _____ Angela Birney, Mayor City of Redmond _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.						

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed one-hundred and twenty thousand dollars (\$120,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 23-63326-018.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

The grantees must invoice for all expenses by June 17, 2023. All contracts with community based organizations must be submitted by June 17, 2023.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2022. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE. Subcontracting with multiple community based organizations is encouraged for this granting program. COMMERCE shall approve each community based organization, such approval to be provided in writing.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a

subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

SOURCE: Section 189 of [Engrossed Substitute Senate Bill 5693](#), of the supplemental operating budget for fiscal year 2023 is provided solely for Commerce to administer grants to eligible cities for actions relating to adopting ordinances that would authorize middle housing types on at least 30 percent of lots currently zoned as single family residential. For the purposes of this grant program, "middle housing types" include duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing, and stacked flats.

- (a) A city is eligible to receive a grant if:
 - i. The city is required to plan under RCW 36.70A.040; and
 - ii. The city is required to take action on or before June 30, 2024, to review and, if needed, revise its comprehensive plan and development regulations pursuant to RCW 36.70A.130(5)(a).
- (b) Grant recipients must use grant funding for costs to conduct at least three of the following activities:
 - i. Analyzing comprehensive plan policies and municipal code to determine the extent of amendments required to meet the goal of authorizing middle housing types on at least 30 percent of lots currently zoned as single family residential;
 - ii. Preparing informational material for the public;
 - iii. Conducting outreach, including with the assistance of community-based organizations, to inform and solicit feedback from a representative group of renters and owner-occupied households in residential neighborhoods, and from for-profit and nonprofit residential developers;
 - iv. Drafting proposed amendments to zoning ordinances for consideration by the city planning commission and city council;
 - v. Holding city planning commission public hearings;
 - vi. Publicizing and presenting the city planning commission's recommendations to the city council; and
 - vii. Holding city council public hearings on the planning commission's recommendations.
- (c) Before updating their zoning ordinances, a city must use a racial equity analysis and establish antidisplacement policies as required under RCW 36.70A.070(2)(e) through (h) to ensure there will be no net displacement of very low, low, or moderate-income households, as defined in RCW 43.63A.510, or individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past.
- (d) Commerce will prioritize applicants who:
 - i. Aim to authorize middle housing types in the greatest proportion of zones; and
 - ii. Subcontract with multiple community-based organizations that represent different vulnerable populations in overburdened communities, as defined in RCW 70A.02.010, that have traditionally been disparately impacted by planning and zoning policies and practices, to engage in eligible activities as described in (b) of this subsection.

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

Grant Objective: Conduct a racial equity analysis and establish anti-displacement policies, consistent with RCW 36.70A.070(2), with identification of policy and code changes that would to allow middle housing types on at least 30% of lots or area on lands zoned single family residential.			
Steps/ Deliverables	Description	Start Date	End Date
Action 1	Public Engagement Activities	October 2022	June 2023
Step 1.1	Conduct initial review of Redmond’s existing and potential, stakeholders, community-based organizations, commissions, and other partners.	October 2022	November 2022
Step 1.2	Subcontract with community-based organizations where feasible to assist with outreach.	October 2022	December 2022
Step 1.3	Inform and solicit feedback from a representative group of for-profit and nonprofit residential developers, renters, and owner-occupied households in residential neighborhoods, to inform racial equity report and to inform recommended code and policy amendments.	November 2022	May 2023
Step 1.4	Develop middle housing informational documents, in multiple languages, which explain what missing middle is, how missing middle can benefit community members, and a high-level process summary of how a homeowner could convert a detached single-family home into an attached middle housing structure.	November 2022	May 2023
Deliverable 1a	Public Engagement Results Report	October 2022	May 30, 2023
Deliverable 1b	Middle Housing Informational Material for the Public	October 2022	May 30, 2023
Action 2	Racial Equity Report	October 2022	April 30, 2023
Step 2.1	Access support from Commerce technical assistance staff.	Date of Award of Grant	November 2022
Step 2.2	<i>Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including: zoning that may have a discriminatory effect; disinvestment; and infrastructure availability.</i>	October 2022	December 2022

Step 2.3	<i>Identify areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations.</i>	October 2022	December 2022
Step 2.4	Evaluate displacement risk of very low-, low-, and moderate-income households.	December 2022	February 2023
Step 2.5	Evaluate displacement risk of individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past.	December 2022	February 2023
Step 2.6	Evaluate displacement risk of locally owned businesses.	December 2022	February 2023
Step 2.7	<i>Develop policies and regulations to address and begin to undo the impacts of local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing.</i>	October 2022	March 2023
Step 2.8	Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment.	October 2022	March 2023
Step 2.9	Develop anti-displacement policy documents that include a schedule of programs and actions to implement the anti-displacement strategies including a timeline.	February 2023	March 2023
Deliverable 2a	Racial equity analysis report	October 2022	April 30, 2023
Deliverable 2b	Proposed policies to support anti-displacement measures	October 2022	April 30, 2023
Action 3	Code and policy amendment recommendations	January 2023	June 2023
Step 3.1	Review and evaluate the current and proposed housing element and other policies to support middle housing.	October 2022	May 2023
Step 3.2	Review current and proposed programs, development regulations, impact fees, system development charges, site designs (density, dimensions, setbacks, parking requirements, etc.) and permitting processes as to how they might encourage or discourage the development of multiunit housing.	October 2022	May 2023

Deliverable 3	Middle housing staff report on recommended policy and code changes needed to support middle housing in areas zoned single family residential, to include summary of racial equity analysis and anti-displacement policy findings.	January 2023	June 15, 2023
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Budget

Grant Objective: Conduct a racial equity analysis and establish anti-displacement policies, consistent with RCW 36.70A.070(2), with identification of policy and code changes that would to allow middle housing types on at least 30% of lots or area on lands zoned single family residential.	Commerce Funds
Deliverable 1a. Public Engagement Results Report	\$30,000
Deliverable 1b. Middle Housing Informational Material for the Public	\$10,000
Deliverable 2a. Racial equity analysis report	\$25,000
Deliverable 2b. Proposed policies to support anti-displacement measures	\$15,000
Deliverable 3. Middle housing staff report on recommended policy and code changes needed to support middle housing in areas zoned single family residential, to include summary of racial equity analysis and anti-displacement policy findings.	\$20,000
Total:	\$100,000
Subcontracting with CBOs (approximately \$2,000/CBO)	\$20,000

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<p>PROJECT TITLE</p>	<p>EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p>
<p>CONTRACTOR</p>	<p>CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i></p> <p>City of Redmond</p>
<p>CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i></p>	<p>BUDGET OR FUNDING SOURCE</p>
<p>CONTRACT COMPLETION DATE</p>	<p>MAXIMUM AMOUNT PAYABLE</p>

page 2 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

page 3 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. **Changes in Work.** The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. **Extra Work.**

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

page 4 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form

6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

**page 5 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form**

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

page 6 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form

12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

page 7 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

**page 8 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form**

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

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A: Scope of Work

RACIAL EQUITY, ANTI-DISPLACEMENT POLICIES, AND “MIDDLE HOUSING” UPDATES

PROJECT MANAGEMENT

BDS Planning will manage the project throughout the duration of the process, which includes the all the following.

Project Kick-Off

A project kick-off meeting will include key members of the consulting team and be an opportunity to get acquainted with city staff, review the scope of work, identify critical issues, and establish priorities for the project’s timeline and budget. This will be particularly important to ensure that City staff is well aligned in expectations of the work. In our experience, a focused kick-off meeting among key leaders from the client organization and consulting team can set an effective tone for the whole project, align expectations, and allow us all to “begin with the end in mind.” Key elements of this kick-off meeting will be agreeing on key communities for targeted engagement, phasing of the engagement, general compensation models for community consultants.

Regular Project Planning Check-in

Ashley Fontaine will serve as Project Manager. Regular in person/virtual project management check-ins with City’s project manager and BDS Planning to review project progress, schedules, outstanding tasks, and related issues.

Planning & Coordination Meetings

BDS Planning is committed to bringing this engagement process in on time and on budget with high client satisfaction. Daily time sheets and financial record keeping make this possible and simple. A close working relationship between BDS Planning and the City of Redmond will be supported through regular phone calls, virtual and in-person meetings, and e-mail communication to keep everyone up to speed, avoid misunderstandings, and ensure efficient product delivery.

Deliverables:

- Agendas and meeting summary notes
- Monthly invoices with written progress reports

PHASE I: RESEARCH, REVIEW, AND INFORMATION MATERIAL DEVELOPMENT

1.1 Project Kick-Off

A project kick-off meeting will include key members of the consulting team and be an opportunity to get acquainted with city staff, review the scope of work, identify critical issues, and establish priorities for the project’s timeline and budget. This will be particularly important to ensure that City staff is well aligned in expectations of the work. In our experience, a focused kick-off meeting among key leaders from the client organization and consulting team can set an effective tone for the whole project, align expectations, and allow us all to “begin with the end in mind.” Key elements of this kick-off meeting will be agreeing on key communities for targeted engagement, phasing of the engagement, general compensation models for community consultants.

1.2 Research & Review of Community Needs

Our team recognizes that each place has its own unique housing characteristics and community needs. As we get started working with Redmond, we will take time to understand the local housing context and factors influencing supply of missing middle housing. We will start with material review of the City’s recent work on housing policies, including the Tenant Protection Ordinance, Community Strategic Plan Actions related to housing, the draft Housing Action Plan, the Housing Needs Assessment, existing Comprehensive Plan Policies, and other relevant materials as needed. We will also conduct interviews with key staff to understand: (1) any challenges not reflected in the existing planning documents (2) details of existing products and (3) other nuances of the housing economy in Redmond. To understand factors influencing missing middle housing supply and critical population dynamics, we will research and review existing materials to seek responses to questions such as:

- What is the distribution of housing types in Redmond? What type of housing has been built most frequently? Which types of housing are missing?
- Who are the major housing developers in the community? Do they always build the same types of housing?
- Are smaller developers able to develop in the City? Are there barriers, such as permitting costs or timelines, that make small-scale development more difficult?
- Have any “missing middle” housing typologies, been successfully built in Redmond?
- How long does it take to permit different housing types, such as single-family homes, duplexes, townhouses, cottage housing, etc.?
- Does the City have zoning programs aimed at promoting any medium-density housing types?
- Are there zoning regulations or comprehensive plan policies that would prevent development of medium density housing types throughout the City?

1.3 Information Material Development

Equally important is the current and future residents of Redmond who will be seeking housing. In assessing the local housing demand, we will consider, for example:

- What does existing data tell us about Redmond’s demographics, and how might the community’s housing needs may be changing now or in the future?
- As population grows, how might the demand for rental housing change?
- What types of housing barriers are known to exist in Redmond? Cost? Housing Type? Housing location near services?
- What are the relationships of housing challenges on and in response to critical population dynamics both past and projected?

Deliverables:

- Project Kick Off
- Initial review of Redmond’s existing and potential, stakeholders, community-based organizations, commissions, and other partners.
- Gathering, reviewing, and analyzing data, policies, and regulations relevant to “middle housing”.

PHASE II: OUTREACH, ENGAGEMENT, AND RACIAL EQUITY LENS

2.1 Outreach - Identifying Community Based Organizations

The *BDS Planning team* suggests a session with a staff project team to align expectations for the engagement and community partnerships. It's crucial to allow for enough time to build appropriate relationships and understanding and this vision should be clear from the City's perspective. Given the scope and timeline of this effort, we recommend partnership with Community Based Organizations to help co-lead in the delivery of the work at hand *and* to model what a long-term community consultant program might look like. Our goal is to ensure that the recommendations out of this initiative have meaningful contribution and buy-in from targeted populations, but it will be of ultimate benefit for the City of Redmond to establish the trust, accountability, and transparency needed to develop a leadership pipeline in community for ongoing collaboration. Getting this right from the start will be crucial in the success of the engagement.

2.2 Recruitment - Contracting with Community Based Organizations

Trusted advocates are those that are embedded in community and recognized as respected leaders. Among many tasks, these CBO's can serve as important connectors to ethnic media, door to door engagement and in convening affinity groups. Recruitment strategies should bear in mind current gaps in engagement, community demographics, and language needs. In Redmond, this will likely mean recruiting consultants in the Asian communities. In addition, City staff should consider other non-demographic needs such as seniors, youth, people with disabilities and unhoused populations.

2.3 Engagement

Following the development of a citywide outreach and engagement framework that can align guiding principles and goals, BDS Planning will prepare a project specific engagement and communications plan. This plan will outline intended public engagement activities, timelines, and specific strategies for reaching target audiences as well as all marketing materials. The BDS Planning team is regularly evaluating our menu of engagement options. We understand that the intent of this outreach is to solicit feedback on current challenges community faces with affordable housing. For this plan we suggest:

- a) *Targeted Affinity Groups and roundtable discussions* – With the client, *BDS Planning* will finalize a plan for targeted outreach.
- b) *One-On-One meetings* – *BDS Planning* strongly recommends a series of one-on-one meetings with key individual, organizational, and development stakeholders. These can
- c) serve as opportunities for dive deeper into feedback that perhaps wasn't shared in other, more public, arenas.
- d) *Surveys* – In partnership with community consultants, the *BDS Planning* team can provide in-language surveys that further collect feedback on challenges that community is experiencing as well as what future investments they prefer.

Our pre-engagement process will be guided by the following:

- Assess what the barriers to engagement might be; address those as directly as possible
- Make sure past engagement has been fully mined in order to pick up where past conversations have left off
- If equitable rebalancing is a concern, collecting enough demographic data or targeting certain segments of the community may be important to framing the engagement and who we talk to.
- Invite stakeholders in with a good understanding of what the time commitment will be.
- Manage expectations as best as possible; be honest with how their input will be used.

During the engagement process we will facilitate conversations on the heels of an appropriate level of education.

- If we are asking for feedback on missing housing typologies or barriers to building affordable housing, it is important to make sure that the group you are conversing with has all the appropriate definitions and context for an empowered and informed conversation.
- In some instances, it may be best for collaboration to be built between City staff and CBOs.
- In others, it might be best for a third-party consultant to take on the facilitation role as the City takes a listening or even note-taking role.

2.4 Affinity Group / Meeting Facilitation

We recommend convening a series of Affinity Group meetings recruited in part by partnership with CBO's and City Staff to collectively discuss and work toward recommendations on the middle housing report. We allocated time for 5 affinity group meetings throughout the project at distinct milestones to weigh all information gathered up to that point and plan for the next steps and milestones. Ishmael Nuñez will lead facilitation as needed and directed by the Client. Our team's consensus-building practice includes clear communication, substantive facilitation, individual engagement, and working consensus toward collaborative action. Our process begins with a candid assessment of the current situation with our client, in which we tailor an approach to arrive at a product that specifically meets our client's objectives. Our tactics vary depending on the circumstances, but we maintain four core consensus-building strengths.

2.5 Racial Equity & Displacement Analysis

Since its inception, *BDS Planning* has been active in advancing diversity, equity, and inclusion by helping organizations create more inclusive and just environments. Through collaboration with established and emerging partners, *BDS Planning* has a comprehensive team with an expansive set of skills, competencies, and approaches to racial equity work. To develop the racial equity report, we envision the need to develop an "agile" race and social equity analysis that can subsequently be applied to the final recommendations and staff report. Working with the input from CBO's and the analysis done by BHC, together these partners will be able to rely on the most up to date information that is Redmond's reality, to inform and design a final racial equity & displacement analysis.

Deliverables:

- Subcontract with Community Based Organizations
- Final Public Engagement Report
- Public Information Materials
- Final Racial Equity Analysis

PHASE III: ANALYSIS & POLICY SYNTHESIS

3.1 Policy & Regulation Development

Our team recognizes the many considerations that make for a successful pathway from rich community feedback to meaningful policy writing. We feel it is important to share goals and expectations from the beginning in order to honor the time commitment community members have made in providing valuable feedback on our project. Following our pre-engagement and ongoing engagement plans, we will synthesize the feedback received to develop the final policy and regulation as follows:

- Debrief with staff about the results of the feedback

- Whether this is notes from a conversation or meeting or the results of a survey, staff generally needs time to hear the results of the feedback and absorb them.
- Initial policy discussions may start to take shape during this phase.
- Additional research may be required in order to best address community concerns. This could look like going back to community for focused conversations to clarify certain points, or this could mean researching similar situations in other cities or contexts.
- Rebalancing
 - If one slice of a community has primarily had the loudest voice, it may be in the project's best interest to be able to prioritize other community voices when selecting issues and feedback for policy influence.
- Collective Review
 - Building collaboration with stakeholders can sometimes look like bringing early drafts back for feedback and review.
 - Allowing the community to assess what the City has captured in policy language can be very powerful, particularly if the project allows for policy edits and adjustments at this stage based on review feedback.

3.2 Public Information Materials

BDS Planning will create print and digital information materials such as posters, brochures, Power-Point presentations based on City guidance. *BDS Planning* is known for its design and communication skills in creating and turning complex language into easily digestible and visually pleasing informational materials for the public.

Deliverables:

- Public Information Materials
- Final Reports
 - Final Public Engagement Report
 - Final Racial Equity Report
 - Final Staff Report on Recommended Changes

Exhibit B and C: Project Schedule and Budget

RACIAL EQUITY, ANTI-DISPLACEMENT POLICIES, AND “MIDDLE HOUSING” UPDATES

BDS Planning will create will complete all tasks and deliverables in time for the City to deliver all final materials to the Washington State Department of Commerce by June 15, 2023. *BDS Planning* can complete the work plan for an estimated budget of approximately \$90,000. The proposed plan includes approximately \$10,000 of contingency funds and \$20,000 for Community-Based Organization Payment. These components result in a grand total budget not to exceed \$120,000.

DIRECT & RESERVE EXPENSES

Contingency Funds

The City of Redmond will withhold \$10,000 of the total consulting budget (\$100,000) as a contingency reserve. Use of these contingency dollars shall be agreed upon by agreement between Redmond staff project manager and the consulting team Director.

Community Based Organization Payment

As part of this contract, the City of Redmond, in addition to the \$100,000 consulting budget, will allocate \$20,000 in funds for payment of community-based organizations (CBOs), selected upon direction of the City of Redmond and in support of this project. *BDS Planning* will only use this additional \$20,000 for subcontracting with and paying identified CBOs.

WORKING DRAFT BUDGET

Task	Approximate Budget
Project Management	\$21,000
Task 1. Research, Review & Informational Material Development	\$9,000
Task 2. Outreach, Engagement & Racial Equity	\$26,000
Task 3. Analysis & Policy Synthesis	\$9,000
Deliverables	\$25,000
Contingency	\$10,000
Community-Based Organizations	\$20,000
TOTAL	\$120,000

WORKING DRAFT SCHEDULE

**CITY OF REDMOND
RACIAL EQUITY, ANTI-DISPLACEMENT POLICIES, AND "MIDDLE HOUSING" UPDATES**



		RESEARCH & INFORMATION MATERIAL DEVELOPMENT			OUTREACH, ENGAGEMENT, & RACIAL EQUITY FRAMEWORK			ANALYSIS & POLICY SYNTHESIS	
		NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
DELIVERABLES	PUBLIC ENGAGEMENT	<ul style="list-style-type: none"> Initial Engagement Review CBO Identification & Recruitment 	<ul style="list-style-type: none"> CBO Subcontracts 	<ul style="list-style-type: none"> Staff + Admin Survey Interviews 	<ul style="list-style-type: none"> Affinity Group Meeting #1 Affinity Group Meeting #2 	<ul style="list-style-type: none"> Affinity Group Meeting #3 	<ul style="list-style-type: none"> Affinity Group Meeting #4 Affinity Group Meeting #5 		
	POLICY & REVIEW	<ul style="list-style-type: none"> Initial Policy, Data & Regulation Analysis 							
	RACIAL EQUITY ANALYSIS	<ul style="list-style-type: none"> Initial Racial Equity Review 		<ul style="list-style-type: none"> Policy & Regulation Development 				<ul style="list-style-type: none"> CBO Synthesis Meeting 	
	DELIVERABLES	<ul style="list-style-type: none"> Kick-Off Meeting 	<ul style="list-style-type: none"> Coordination Meeting #1 		<ul style="list-style-type: none"> Coordination Meeting #2 		<ul style="list-style-type: none"> Coordination Meeting #3 Final Policies 	<ul style="list-style-type: none"> Final Public Engagement Report Public Informational Materials Final Racial Equity Report 	<ul style="list-style-type: none"> Final Staff Report on Recommended Changes
PROJECT MANAGEMENT		<ul style="list-style-type: none"> Weekly Engagement Bi-Weekly Client Check In Weekly Team Meeting Debrief Logistics Scheduling Monthly Invoices Progress Report Summary 							

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITIES OF BELLEVUE, REDMOND, BOTHELL, KENMORE AND NEWCASTLE
CONCERNING
THE SHARING OF COSTS RELATED TO
MIDDLE HOUSING COMMUNITY-BASED ORGANIZATION ENGAGEMENT**

This MEMORANDUM OF AGREEMENT is entered into by and between the CITY OF BELLEVUE, a Washington municipal corporation (“BELLEVUE”), the CITY OF REDMOND, a Washington municipal corporation (“REDMOND”), the CITY OF BOTHELL, a Washington municipal corporation (“BOTHELL”), the CITY OF KENMORE, a Washington municipal corporation (“KENMORE”) and the CITY OF NEWCASTLE, a Washington municipal corporation (“NEWCASTLE”) (collectively referred to as the “Parties”).

WHEREAS, the Parties are each members of A Regional Coalition for Housing (ARCH) and to its underlying interlocal agreement;

WHEREAS, Section 3 of the interlocal agreement authorizes ARCH to assist its members “in developing strategies and programs to achieve Growth Management Act [(GMA)] housing goals” and “to implement county-wide affordable housing policies that meet the [GMA] objective for an equitable and rational distribution of low- and moderate-income housing”;

WHEREAS, Section 3 of the inter local agreement authorizes ARCH, through its administering agency, to enter into agreements to provide technical assistance to its members on a reimbursable basis;

WHEREAS, Section 11 of the interlocal agreement requires ARCH and its members to adopt an annual operating budget and work plan, which shall contain an itemization of all budgeted expenses and the amount of each member’s contribution;

WHEREAS, Section 13 of the interlocal agreement allows amendments to the annual operating budget and work plan, without approval by all ARCH members, when there is an agreement from one or more members to totally fund any additional task(s) not currently included in the approve budget;

WHEREAS, the 2022 ARCH operating budget and work plan does not presently include tasks related to the contracting with community-based organizations (CBO) to engage vulnerable communities and underrepresented populations as part of individual members’ examination of “Middle Housing” policies;

WHEREAS, the Parties have each received planning grants from the Department of Commerce to support the development of public policies that further the availability of “middle housing” types consistent with the requirements of Section 189 of Engrossed Substitute Senate Bill 5693 (2022);

WHEREAS, such grant awards include funds to subcontract with CBO’s to foster engagement with vulnerable communities and underrepresented populations, which historically have not been a part of public planning processes;

WHEREAS, many CBO’s operating in East King County provide services across multiple jurisdictions;

WHEREAS, the Parties seek to combine their grant funds to hire one or more CBO’s to engage vulnerable communities and underrepresented populations as part of their GMA update processes;

WHEREAS, the Parties have developed a scope of work to facilitate this engagement and are committed to sharing the cost related to the same;

WHEREAS, the Parties wish to memorialize their commitment to share the cost related to a future contract as described herein, add a new work item to the 2022 ARCH work plan, and amend the 2022 ARCH budget to reflect that funding for any future contract as described herein is to be solely the responsibility of the Parties.

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

1. Purpose: The purpose of this agreement is to memorialize the Parties' commitment to share the cost of a future contract or contracts for **Middle Housing Community-Based Organization Engagement**, which will contract with one or more community-based organizations (CBO) to engage vulnerable communities and underrepresented populations that have traditionally not been part of comprehensive planning processes and include a scope of work (SOW) that is substantially similar to that included in Attachment A; and to facilitate an amendment to the 2022 ARCH operating budget and work plan, with the Parties being solely responsible for all increased costs consistent with the ARCH interlocal agreement.
2. Duration: The duration of this Agreement shall be the same period necessary to complete the identified scope of work and the financing obligations described herein. The estimated end date for all work to be performed under each Party's grant agreement is July 31, 2023.
3. Administration:
 - A. The Parties recognize BELLEVUE serves as the administrative and fiscal agent for ARCH, which authorizes it to execute contracts, agreements, or other legal documents as may be allowed under the ARCH interlocal.
 - B. ARCH and BELLEVUE staff shall be responsible for the procurement and contracting of needed services on behalf of the Parties
 - C. ARCH and Bellevue staff shall be responsible for the day-to-day administration of any funded contracts, including, but not limited to, timely payment of all required invoices submitted by the approved contractor(s).
4. Access to Contractor(s) and Work Product: All Parties shall have all access to, and any work product from, the retained contractor(s). It is the Parties' intent to share any/all work product from the retained contractor(s) with ARCH and its member cities to facilitate planning and policies related to middle housing.
5. Financing:

A. The Parties shall each be responsible for equal 1/5 shares of the total cost, plus all applicable taxes, related to the contemplated “**Middle Housing Community-Based Organization Engagement**” scope of work. This scope of work shall not exceed \$100,000.

B. The Parties respective shares are as follows:

<u>City</u>	<u>Individual Share</u>
Bellevue	\$20,000.00
Bothell	\$20,000.00
Kenmore	\$20,000.00
Newcastle	\$20,000.00
Redmond	\$20,000.00
	\$100,000.00

C. The Parties respective shares are to be applied to cover cost of work performed within their respective jurisdictions

D. BELLEVUE shall invoice each Party its respective 1/5 share of all costs paid under the future contract consistent with the terms of this Agreement.

E. The Parties shall pay any/all invoices promptly, within thirty days of receipt.

6. ARCH Budget and Work Plan: The Parties agree that the 2022 ARCH operating budget and work plan should be amended to add an additional task, i.e. to retain one or more community based organizations to help the Parties engage vulnerable communities and underrepresented populations, which historically have not been a part of public planning processes, as they evaluate “Middle Housing” policies as part of their comprehensive planning processes. The Parties agree to be responsible for all costs associated with this additional task.

7. Modification: This Agreement may be amended as the Parties may mutually agree. No amendment or modification shall be binding unless memorialized in writing and signed by the appropriate authorized individual for each Party.

8. Notices: The Parties shall direct any notices or communications required to facilitate the purpose of this agreement to the following individuals:

<u>Bellevue</u>	<u>Bothell</u>	<u>Kenmore</u>
Name:	Name: Dave Boyd	Name: Lauri Anderson
Title:	Title: Senior Planner	Title: Senior Planner
Address:	Address: 18415 101 st Ave NE	Address:
Telephone:	Telephone: 425-471-4705	Telephone:
Email:	Email: david.boyd@ bothellwa.gov	Email: landerson@kenmorewa.gov

<u>Newcastle</u>	<u>Redmond</u>
Name: Mark Hofman	Name: Ian Lefcourte
Title: Community Development Director	Title: Senior Planner
Address: 12835 Newcastle Way, Suite 200	Address: 15670 NE 85 th Street

Newcastle, WA 98056
Telephone: 425.386.4108
Email: markh@newcastlewa.gov

Telephone: 425-556-2438
Email: ilefcourte@redmond.gov

9. Indemnification: To the fullest extent provided by law, each Party agrees to accept full responsibility for its own acts and those of its respective officers, officials, employees, agents and volunteers, and to defend indemnify, and hold harmless from and reimburse the other for any liabilities, claims, demands, costs and expenses incident to any claim, loss, damage, or injury of any kind, including attorney's fees and court costs incurred, arising from their respective acts and omissions. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.
10. Execution: The Parties affirm they have the lawful authority to execute this Agreement and be bound by the same. The effective date of this Agreement shall be the date on which it is last signed below.

City of Bellevue

Date:

Name:

Title:

City of Bothell

Date:

Name: Kyle Stannert

Title: City Manager

Kenmore

Date:

Name: Rob Karlinsey

Title: City Manager

City of Newcastle

Date:

Name: Scott Pingel

Title: City Manager

City of Redmond

Date:

Name: Angela Birney

Title: Mayor

ATTACHMENT – A
Middle Housing Community-Based Organization Engagement

The Cities of Bellevue, Bothell, Kenmore, Newcastle and Redmond (“Partner Cities”) are undertaking a series of planning processes to consider expanding the types of housing that may be built in neighborhoods that currently allow only single family or low density residential housing types. Additional housing types under consideration could include accessory dwelling units, duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing and stacked flats. At the same time, each city will be undertaking a racial equity analysis to address displacement of very low, low or moderate-income households, and/or individuals from racial, ethnic and religious communities which have been subject to discriminatory housing policies in the past.

As a part of this process, the Partner Cities have agreed to collaborate through ARCH to contract with one or more community-based organizations to assist with engaging underrepresented populations whose voices and perspectives haven’t historically been a part of public planning processes in East King County. Such populations may include, but are not limited to:

- Renters
- BIPOC individuals, families and communities;
- Immigrant and non-English-speaking communities, including cultural communities from the top-spoken languages in East King County (Spanish, Mandarin, Cantonese, Russian, Vietnamese, Korean, Hindi)
- Low, very low and moderate -income persons, including people who work in East King County but live elsewhere
- Disabled/disability communities
- Religious minority communities
- People experiencing housing instability and homelessness

On behalf of the Partner Cities, ARCH and the City of Bellevue are inviting responses from community-based organizations interested in contracting to provide support for this critical public engagement. Such responses should present a proposal for any of the following services:

1. Serve as a lead Community-Based Organization responsible for assisting with the scoping and designing the engagement process, and coordinating involvement and subcontracts with other CBOs.
2. Provide direct input on proposed city policies or code changes, including identifying displacement or affordability concerns, preferred housing types/locations/designs, or other input. Example discussion questions include:
 - a. Who needs middle housing? Who could be helped by allowing middle housing types in single family areas?
 - b. What housing types are most in need?
 - c. Are the housing prices expected from the types under consideration attainable?
 - d. What design goals should cities have to create housing that meets people’s needs?
 - e. Where should cities allow more housing types? Are there locations where housing should be preserved to avoid displacement?
 - f. What other policies should cities consider to provide for people’s housing needs?

3. Support engagement by underrepresented communities and individuals through various activities, including but not limited to:
 - a. Host multiple small focus groups, community conversations or individual interviews
 - b. Help to review and curate information for community members to respond to, providing feedback on what will make discussions meaningful and accessible for community members
 - c. Implement stipends to compensate time spent by individual community members, as needed
 - d. Produce a summary report(s) that documents engagement results, including developing narrative stories, key themes and any specific recommendations
 - e. Vet the translation of a various materials into other languages
 - f. Assist with developing and publicizing larger events/open house opportunities
4. Provide iterative feedback to ARCH and Partner City staff on the process, helping to lay the groundwork for future planning processes.

Proposals should describe overall interest in performing one or more of the tasks above, primary point person for the contract(s), and hourly rates of key individuals. If expressing interest in serving as a Lead CBO, please describe the extent of the role you would be willing to take on, and any planned arrangements with other CBOs.



Memorandum

Date: 11/15/2022
Meeting of: City Council

File No. AM No. 22-175
Type: Consent Item

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

Public Works	Aaron Bert	425-556-2768
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DEPARTMENT STAFF:

Public Works	Anne-marie Marshall-Dody	Assistant Director
Public Works	Steve Hitch	Engineering Supervisor
Public Works	Emily Flanagan	Senior Surface Water Engineer

TITLE:

Acceptance of a Cooperative Watershed Management Grant from King County in the Amount of \$825,000 and a Flood Reduction Grant from King County Flood Control District in the Amount of \$750,000 for the Construction of the Evans Creek Relocation Project

OVERVIEW STATEMENT:

The Evans Creek Relocation project is an existing Stormwater CIP project. The purpose of the project is to improve salmon habitat and reduce flooding by moving the existing channel away from heavy industrial land use to open space.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required for grant acceptance.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Accepting these grants supplants \$1,575,000 in Stormwater CIP which can then be applied to other projects. These funds will be applied to the construction phase of the project.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The grant will be acknowledged on the City’s project website and on the project signage on site.
- **Outreach Methods and Results:**
Website and physical signage.
- **Feedback Summary:**
King County gets public acknowledgement for their contribution of funds to the project.

BUDGET IMPACT:

Total Cost:
\$0

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP

Budget Priority:
CIP

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

If yes, explain:
N/A

Funding source(s):

Cooperative Watershed Management Grant funds from King County
Flood Reduction Grant funds from King County Flood Control District
The Cooperative Watershed Management Grant is in the preliminary budget and will be in the adopted budget. The Flood Reduction Grant is not in the preliminary budget, but will be in the adopted budget.

Budget/Funding Constraints:

The grant agreement will be in effect until December 31, 2025.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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11/1/2022	Committee of the Whole - Planning and Public Works	Approve
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Proposed Upcoming Contact(s)

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

Time Constraints:

King County would like the grants accepted in 2022.

ANTICIPATED RESULT IF NOT APPROVED:

Loss of awarded grant funding.

ATTACHMENTS:

Attachment A: CWM Grant Agreement

Attachment B: Flood Reduction Grant Agreement

**AGREEMENT FOR AWARD OF
COOPERATIVE WATERSHED MANAGEMENT GRANT FUNDS
BETWEEN THE CITY OF REDMOND AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the City of Redmond (“Recipient”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2025**.

Primary Contact for King County: Kim Harper, Grant Administrator, 206-477-6079, Kim.harper@kingcounty.gov.

Primary Contact for Recipient: Emily Flanagan, Senior Surface Water Engineer, 425-556-2707, Eflanagan@redmond.gov.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for cooperative watershed management arrangements and actions for purposes of water quality, water resource, and habitat protection and management;
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget;
- 1.3 Whereas, the Board of Supervisors of the District (the “Board”), the District’s governing body, passed Resolution FCD 2021-12 on November 9, 2021, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$10,309,697 in 2022 for water quality, water resources and habitat restoration and management projects and activities in King County, provided that the project list is approved by the Board;
- 1.4 Whereas, in accordance with Resolution FCD2012-07.2 and in its capacity as service provider to the District, King County has established a grant award program, called the Cooperative Watershed Management Award Program, to fund water quality, water resources and habitat restoration and management projects and activities;
- 1.5 Whereas, the Recipient submitted an application to its respective WRIA forum or committee for the Project, as described in Exhibit A attached hereto and incorporated herein by this reference, and that body has recommended the Project for funding under the Cooperative Watershed Management Grant Program in accordance with King County’s Cooperative Watershed Management Grant Program Policies and Procedures, a copy of which has been furnished by King County to the Recipient and which are incorporated herein by this reference (“Grant Policies and Procedures”);

- 1.6 Whereas the District's Board of Supervisors has received a list of proposed projects that includes the Project, and the Board of Supervisors, in Resolution FCD2022-09, has approved the Project for funding up to the amount of **\$825,000**;
- 1.7 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B ("Scope of Work"), and the Budget, attached hereto and incorporated herein as Exhibit C ("Budget Summary"), are consistent with the Grant Policies and Procedures;
- 1.8 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with the Policies and Procedures, and the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to award the Recipient an award in the total amount of **\$825,000** from District funds (the Award). The Award shall be used by the Recipient solely for the performance of the Project. King County shall pay the Recipient in accordance with the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) The activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; and 5) such activities and expenses do not occur prior to the date the grants were approved by the District and reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.
- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budgets and according to the rules set forth in the

Grant Policies and Procedures. A request for payment shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form and backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. The amount of the advance may not exceed 25% of the total award amount. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.

- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Close-out Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the Project's successes and shall address the watershed benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources, and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding, and the WRIA as a funding partner, for the Project on all printed, online, and electronic documents; signage or press releases; audio-visual materials; or any other materials produced in association with the Project. Grant recipients shall submit documentation of acknowledgement activities with their final reporting documents.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Project shall be completed by no later than **December 31, 2025**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the

King County Council to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

KING COUNTY:

RECIPIENT:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A: PROJECT DESCRIPTION

Project	Recipient	Description	Leverage	Award
Evans Creek Relocation	City of Redmond	Construct this project to relocate Reach 2 of Evans Creek out of an industrial area and into adjacent floodplain wetland, enhancing in-stream and riparian habitat and improving the stream’s water quality. The design of this project was previously funded by WRIA 8 CWM grant funds.	7,575,000	\$825,000

Project Location: Evans Creek Reach 2 – North Lake Washington Tributaries

EXHIBIT B: SCOPE OF WORK

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of Grant Budget	Month/Year Task will be Completed
Task 1: Project Administration (Required)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	0%	December 2024
Task 2:	Produce 60% complete Plans, Specification and Estimate	0%	September 2021
Task 3:	Secure Project Permits	0%	December 2022
Task 4:	Produce 90% complete Plans, Specifications and Estimate	0%	June 2022
Task 5:	Produce a bid-ready construction package	0%	February 2023
Task 6:	Construction	100%	December 2024

EXHIBIT C: BUDGET SUMMARY

Budget Item	Grant Request
Commercial Services & Crew Time	\$825,000
TOTAL	\$825,000

**AGREEMENT FOR AWARD OF
FLOOD REDUCTION GRANT FUNDS
BETWEEN THE CITY OF REDMOND AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the City of Redmond (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2025**.

Project Contacts:

Contact for King County – Kim Harper, Grant Administrator, 206-477-6079,
Kim.harper@kingcounty.gov.

Contact for Recipient – Emily Flanagan, Senior Surface Water Engineer, 425-556-2707,
Eflanagan@redmond.gov.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement (“ILA”) by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget; and
- 1.3 Whereas, on November 12, 2013, the District’s Board of Supervisors passed Resolution FCD2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 9, 2021, the Board passed Resolution FCD2021-12, which authorized an allocation of \$12,000,000 from the District’s 2022 budget to fund flood reduction projects; and
- 1.4 Whereas, on October 11, 2022, the District’s Board of Supervisors passed Resolution FCD2022-12, which approved the flood reduction projects described in Attachment A to that Resolution; and
- 1.5 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies and Procedures”); and
- 1.6 Whereas, the Recipient submitted an application to receive funds for a project to be

funded by the Flood Reduction Grant Program; and

- 1.7 Whereas the District’s Board of Supervisors approved funding of Recipient’s application for the project (“Project”), as described in Attachment A to Resolution FCD2022-12 in the amount of **\$750,000** (“Award”); and
- 1.8 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B (“Scope of Work”), and the Budget, attached hereto and incorporated herein as Exhibit C (“Budget”), are consistent with the Grant Policies and Procedures, the Recipient’s application for the Project, and the Resolution approving funding for the Project; and
- 1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD2022-12, and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to Recipient in the total amount of **\$750,000** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD2022-12. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Project; 5) such activities and expenses otherwise comply with all

other terms of this Agreement; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. A request for payment shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form and backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance of no more than 25% of the Award amount may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from advances payment shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Closeout Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the Project's successes and shall address the flood reduction benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.

- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Project on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Project shall be completed by no later than **December 31, 2025**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.

- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.

- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District, King County's obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

KING COUNTY:

RECIPIENT:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A: PROJECT DESCRIPTION

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
Evans Creek Relocation	City of Redmond	Relocate Reach 2 of Evans Creek out of an industrial area and into adjacent floodplain wetlands. The project will reduce flooding, engage the channel with floodplain wetlands, increase flood storage, restore in-stream habitat, and improve an existing multi-use pedestrian trail. Funding will be used towards project construction.	\$7,805,000	\$750,000

EXHIBIT B: SCOPE OF WORK

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD REQUEST	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	0%	December 2023
Task 2:	Final design and permitting – produce bid-ready documents (Plans, Specifications and Estimate) and provide support sufficient to secure permits necessary for construction.	0%	June 2023
Task 3:	Construction	100%	December 2024

EXHIBIT C: BUDGET

BUDGET ITEM	GRANT AWARD REQUEST	FINANCIAL LEVERAGE (not required)			LEVERAGE TOTAL	TOTAL (Grant + Leverage)
		SOURCE NAME				
		CWM 2022	CWM 2021	Redmond Stormwater CIP		
		AMOUNT				
COMMERCIAL SERVICES AND CREW TIME FOR CONSTRUCTION	\$750,000	\$825,000	\$450,000	\$6,530,000	\$7,400,000	\$8,150,000
TOTAL	\$750,000	\$825,000	\$450,000	\$6,530,000	\$7,805,000	\$8,555,000



Memorandum

Date: 11/15/2022
Meeting of: City Council

File No. AM No. 22-176
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

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

TITLE:

Approval of an Ordinance for Development Impact Fees - 2023 Annual Indexing

- a. Ordinance No. 3098: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code Chapter 3.10, Subsection 3.10.080(B), Fire Impact Fees Schedule, Subsection 3.10.080(C), Park Impact Fees Schedule, Subsection 3.10.080(D), School Impact Fees, and Subsection 3.10.100(C), Transportation Impact Fee Schedule; Providing for Severability; and Establishing an Effective Date

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.

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 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 2023,

- Fire impact fees will increase by 5.29%,
- Park impact fees will increase by 8.70% (see note below),
- Transportation impact fees will increase by 7.19%, and
- School impact fees for single-family homes will decrease by 2%, and for multifamily, will increase by 2%.

Note: staff discovered that Park impact fee rates were calculated slightly lower than they should have been in 2021 and 2022. Thus, while the index used to calculate Park impact fees increased 8.42% in the last year, the fees must be increased by 8.70% to correct the error.

Staff requests that Council adopt an ordinance to index impact fees for 2023.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information** **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan policy CF-14
- **Required:**
 - Redmond Municipal Code 3.10 - Impact Fees
 - 2006 Interlocal Agreement between the City and LWSD for the Collection, Distribution, and Expenditure of School Impact Fees
- **Council Request:**
N/A
- **Other Key Facts:**
RMC 3.10 authorizes the annual indexing of 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 - November 2022
- **Outreach Methods and Results:**
Staff will inform the development community about the recommended impact fee adjustments. This includes direct outreach to OneRedmond, the Master Builders, the Parks and Trails Commission, and posting notices at the Development Services Center and on the City website.

- **Feedback Summary:**
No feedback received at this time.

BUDGET IMPACT:

Total Cost:

Staff working on Development Impact Fees - 2023 Annual Indexing are funded through the adopted budget.

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

Budget Offer Number:

000250

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/11/2022	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
11/01/2022	Business Meeting	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

Changes to impact fees are effective **January 1, 2023**. 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 2023, the fees will remain at 2022 levels, resulting in underfunding system improvements needed to address population and employment growth.

ATTACHMENTS:

Attachment A: Ordinance Adopting 2023 Fire, Park, School, and Transportation Impact Fees

CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING REDMOND MUNICIPAL CODE
CHAPTER 3.10, SUBSECTION 3.10.080(B), FIRE
IMPACT FEES SCHEDULE, SUBSECTION 3.10.080(C),
PARK IMPACT FEES SCHEDULE, SUBSECTION
3.10.080(D), SCHOOL IMPACT FEES, AND
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 2022-2027 for the Lake Washington School District #414 on June 6, 2022; 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 2023; and

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

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

Section 2. Amendment of 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	\$132.63 <u>\$139.64</u>
Mobile homes and detached single-family manufactured homes	1 housing unit	\$158.41 <u>\$166.79</u>
Multi-family residences	1 housing unit	\$224.00 <u>\$235.86</u>
Residential suites	1 residential suite	\$112.00 <u>\$117.94</u>
Offices	1,000 square feet of gross floor area	\$185.46 <u>\$195.28</u>
Retail trade	1,000 square feet of gross floor area	\$213.79 <u>\$225.10</u>
Manufacturing	1,000 square feet of gross floor area	\$21.91 <u>\$23.06</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: 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 residences (including mobile homes and detached single-family manufactured homes)	1 housing unit	\$5,413.28 <u>\$5,884.24</u>

Multi-family residences	1 housing unit	\$3,758.01 <u>\$4,084.96</u>
Residential suites	1 residential suite	\$2,042.52 <u>\$2,220.23</u>
Offices	1,000 square feet of gross floor area	\$1,466.36 <u>\$1,593.94</u>
Retail trade	1,000 square feet of gross floor area	\$650.54 <u>\$707.14</u>
Manufacturing	1,000 square feet of gross floor area	\$659.98 <u>\$717.40</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

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	2021-2026 <u>2022-2027</u> LWSD CFP approved on 6/07/21 <u>6/06/22</u>	\$18,997.00 <u>\$18,610.00</u>
Multi-family residences	1 housing unit	2021-2026 <u>2022-2027</u> LWSD CFP approved on 6/07/21 <u>6/06/22</u>	\$3,510.00 <u>\$3,586.00</u>

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.

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	Standard of Measure ^{1,2,3}	Cost Per Unit		
		Downtown Urban Center	Overlake Urban Center	Rest of City
Residential				
Single-family	dwelling	\$6,653.95	\$6,883.46	\$8,145.09
		<u>\$7,132.37</u>	<u>\$7,378.38</u>	<u>\$8,730.72</u>
Multi-family	dwelling	\$4,673.36	\$4,834.56	\$5,720.66
		<u>\$5,009.38</u>	<u>\$5,182.16</u>	<u>\$6,131.97</u>
Residential Suites	residential suite	\$2,850.24 <u>\$3,055.17</u>	\$2,948.55 <u>\$3,160.56</u>	\$3,488.97 <u>\$3,739.83</u>
Retirement Community	dwelling	\$2,135.22 <u>\$2,288.74</u>	\$2,208.86 <u>\$2,367.68</u>	\$2,613.72 <u>\$2,801.64</u>
Nursing Home	bed	\$1,739.81 <u>\$1,864.90</u>	\$1,799.82 <u>\$1,929.22</u>	\$2,129.69 <u>\$2,282.82</u>
Congregate Care/Asst Living	dwelling	\$1,344.40 <u>\$1,441.06</u>	\$1,390.77 <u>\$1,490.76</u>	\$1,645.67 <u>\$1,763.99</u>
Hotel/Motel	room	\$6,267.05 <u>\$6,717.66</u>	\$6,483.22 <u>\$6,949.36</u>	\$7,671.48 <u>\$8,223.06</u>
Commercial - Services				

Bank/Savings & Loan	sq ft/GFA	\$78.58 <u>\$84.23</u>	\$81.28 <u>\$87.13</u>	\$96.19 <u>\$103.10</u>
Carwash	Stall	\$23,289.07 <u>\$24,963.55</u>	\$24,092.38 <u>\$25,824.62</u>	\$28,508.12 <u>\$30,557.86</u>
Day Care	sq ft/GFA	\$59.85 <u>\$64.15</u>	\$61.92 <u>\$66.37</u>	\$73.27 <u>\$78.54</u>
Health Club/Racquet Club	sq ft/GFA	\$23.02 <u>\$24.67</u>	\$23.81 <u>\$25.53</u>	\$28.18 <u>\$30.20</u>
Library	sq ft/GFA	\$35.41 <u>\$37.95</u>	\$36.63 <u>\$39.27</u>	\$43.34 <u>\$46.46</u>
Movie Theater	seat	\$384.81 <u>\$412.48</u>	\$398.09 <u>\$426.71</u>	\$471.05 <u>\$504.92</u>
Post Office	sq ft/GFA	\$54.43 <u>\$58.34</u>	\$56.30 <u>\$60.34</u>	\$66.62 <u>\$71.41</u>
Service Station	fuel position	\$35,881.08 <u>\$38,460.93</u>	\$37,118.71 <u>\$39,787.55</u>	\$43,921.98 <u>\$47,079.97</u>
Service Station/Minimart	fuel position	\$26,212.33 <u>\$28,096.99</u>	\$27,116.46 <u>\$29,066.13</u>	\$32,086.47 <u>\$34,393.49</u>
Commercial - Institutional				
Elementary School	student	\$550.93 <u>\$590.54</u>	\$569.92 <u>\$610.90</u>	\$674.38 <u>\$722.87</u>
High School	student	\$537.15 <u>\$575.77</u>	\$555.68 <u>\$595.63</u>	\$657.52 <u>\$704.80</u>
Church	sq ft/GFA	\$3.55 <u>\$3.81</u>	\$3.68 <u>\$3.94</u>	\$4.35 <u>\$4.66</u>
Hospital	sq ft/GFA	\$5.11 <u>\$5.48</u>	\$5.29 <u>\$5.67</u>	\$6.26 <u>\$6.70</u>
Commercial - Restaurant				
Fast Food Restaurant	sq ft/GFA	\$105.58 <u>\$113.17</u>	\$109.22 <u>\$117.07</u>	\$129.25 <u>\$138.54</u>

Restaurant	sq ft/GFA	\$38.75 <u>\$41.54</u>	\$40.09 <u>\$42.97</u>	\$47.44 <u>\$50.85</u>
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Commercial - Retail Shopping Center				
up to 99,999	sq	\$21.31	\$22.04	\$26.08
	ft/GLA	<u>\$22.84</u>	<u>\$23.63</u>	<u>\$27.96</u>
100,000-199,999	sq	\$20.34	\$21.04	\$24.90
	ft/GLA	<u>\$21.80</u>	<u>\$22.55</u>	<u>\$26.69</u>
200,000-299,999	sq	\$18.61	\$19.25	\$22.78
	ft/GLA	<u>\$19.95</u>	<u>\$20.64</u>	<u>\$24.42</u>
300,000 and over	sq	\$17.94	\$18.56	\$21.95
	ft/GLA	<u>\$19.22</u>	<u>\$19.89</u>	<u>\$23.53</u>
Supermarket	sq	\$45.98	\$47.57	\$56.29
	ft/GFA	<u>\$49.28</u>	<u>\$50.99</u>	<u>\$60.33</u>
Convenience Market	sq	\$152.53	\$157.79	\$186.72
	ft/GFA	<u>\$163.50</u>	<u>\$169.13</u>	<u>\$200.14</u>
Free Standing Discount Store	sq	\$15.16	\$15.68	\$18.56
	ft/GFA	<u>\$16.25</u>	<u>\$16.80</u>	<u>\$19.89</u>
Miscellaneous Retail	sq	\$17.99	\$18.61	\$22.03
	ft/GFA	<u>\$19.28</u>	<u>\$19.95</u>	<u>\$23.62</u>
Furniture Store	sq	\$1.75	\$1.80	\$2.14
	ft/GFA	<u>\$1.88</u>	<u>\$1.93</u>	<u>\$2.29</u>
Car Sales - New/Used	sq	\$13.55	\$14.03	\$16.60
	ft/GFA	<u>\$14.53</u>	<u>\$15.04</u>	<u>\$17.79</u>
Commercial - Administrative Office				
up to 99,999	sq	\$22.13	\$22.90	\$27.09
	ft/GFA	<u>\$23.72</u>	<u>\$24.54</u>	<u>\$29.04</u>
100,000-199,999	sq	\$19.02	\$19.67	\$23.28
	ft/GFA	<u>\$20.39</u>	<u>\$21.09</u>	<u>\$24.96</u>
200,000-299,999	sq	\$16.60	\$17.17	\$20.32
	ft/GFA	<u>\$17.79</u>	<u>\$18.41</u>	<u>\$21.78</u>
300,000 and over	sq	\$15.56	\$16.10	\$19.04
	ft/GFA	<u>\$16.67</u>	<u>\$17.25</u>	<u>\$20.41</u>

Medical Office/Clinic	sq	\$22.73	\$23.52	\$27.82
	ft/GFA	<u>\$24.36</u>	<u>\$25.21</u>	<u>\$29.82</u>
Industrial				
Light	sq	\$10.38	\$10.75	\$12.72
Industry/Manufacturing	ft/GFA	<u>\$11.13</u>	<u>\$11.52</u>	<u>\$13.64</u>
Industrial Park	sq	\$9.10	\$9.42	\$11.14
	ft/GFA	<u>\$9.75</u>	<u>\$10.10</u>	<u>\$11.94</u>
Warehousing/Storage	sq	\$3.43	\$3.54	\$4.20
	ft/GFA	<u>\$3.68</u>	<u>\$3.80</u>	<u>\$4.50</u>
Mini Warehouse	sq	\$2.04	\$2.10	\$2.49
	ft/GFA	<u>\$2.18</u>	<u>\$2.25</u>	<u>\$2.67</u>

Notes:

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

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 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 ~~\$3,361.61~~ \$3,603.31, effective January 1, ~~2022~~ 2023.

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, 2023, after publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 15th day of November, 2022.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL Xanthos, CMC, 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. _____



Memorandum

Date: 11/15/2022
Meeting of: City Council

File No. AM No. 22-177
Type: Consent Item

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

Executive	Malisa Files	425-556-2166
Executive	Lisa Maher	425-556-2427

DEPARTMENT STAFF:

Executive	Jill Smith	Communications Manager
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TITLE:

Approval of a Contract with EMC Research, Inc., in the Amount of \$250,000, for the Annual Community Survey and On-Call Services

OVERVIEW STATEMENT:

City staff recently completed a Request for Proposal (RFP) to conduct statistically valid surveys, prepare reports of survey findings, and complete related work, such as focus groups.

After a review of the five proposals received, which were rated against the criteria identified in the RFP such as survey approach, related experience, and fee structure, staff is recommending contracting with EMC Research. The on-call contract would be \$250,000 for two-years, with two additional optional two-year renewal terms, for a potential maximum total term of six years. Each two-year contract renewal would be reviewed and approved by City Council. As this is an on-call contract, the expenses related to each task order would be charged to the associated departmental budget.

The initial task would be the City’s annual community survey in January 2023. This year’s annual community survey would be conducted using a multi-modal address-based sampling (ABS) approach, fielded primarily as a postcard-to-web survey of residential households in Redmond, not just registered voters as in the past. The survey would be translated into Redmond’s top languages to encourage diverse participation.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Strategic Plan, City budget, and other plans that use data collected from the annual community survey to track performance measures.
- **Required:**
Contracts over \$50,000 require Council approval.
- **Council Request:**
This updated approach to the annual community survey addresses Council's previously expressed interest in expanding this survey to non-voters and non-English speaking residents.
- **Other Key Facts:**
N/A

OUTCOMES:

Contract for on-call services, including annual community survey, is approved for the next two years.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
If not approved, the survey would not be complete in Q1 2023.
- **Outreach Methods and Results:**
Annual community survey postcards will be mailed to about 4,000 Redmond households in January and follow up outreach will take place until a statistically valid representative of Redmond is achieved.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$250,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
000027 Community outreach and involvement for annual community survey.

Budget Priority:
Strategic and Responsive

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

If yes, explain:
N/A

Funding source(s):
General fund for annual community survey. Varies for additional on-call task orders.

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/8/2022	Study Session	Receive Information
11/7/2022	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

If not approved, the annual community survey will be delayed.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the annual community survey and final results would not be completed in early 2023.

ATTACHMENTS:

Exhibit A - EMC Research, Inc. contract

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<p>PROJECT TITLE</p>	<p>EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p>
<p>CONTRACTOR</p>	<p>CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i></p> <p>City of Redmond</p>
<p>CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i></p>	<p>BUDGET OR FUNDING SOURCE</p>
<p>CONTRACT COMPLETION DATE</p>	<p>MAXIMUM AMOUNT PAYABLE</p>

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. **Retention of Consultant - Scope of Work.** The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. **Completion of Work.** The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. **Payment.** The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. **Changes in Work.** The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. **Extra Work.**

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

**page 8 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form**

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

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

RFP 10764-22
Request for Proposals

Annual Community Survey and On-Call Services

Prepared for:



The City of Redmond

Submitted by:



EMC Research, Inc.

October 21, 2022

Contact:

Ian Stewart, Principal, EMC Research, Inc.
720 3rd Avenue, Suite 1110, Seattle, WA 98104
(206) 204-8032 | ian@emcresearch.com



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Cover Letter

October 21, 2022

City of Redmond, Washington
c/o Audrey Stenerson, Senior Purchasing Agent
Purchasing Division, M/S: 3NFN
15670 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710

Dear Audrey Stenerson,

Thank you for the opportunity to respond to **RFP 10764-22** for Redmond's Annual Community Survey, and serve as an on-call to conduct statistically valid surveys of community members, to prepare reports of survey findings, and related work on an on-call basis, such as focus groups, in-depth interviewing (IDI), and other surveys on behalf of the City of Redmond. EMC is interested in this project because – through conducting the highest-quality public opinion research – we strive to help inform local municipalities, regional governments, and public agencies in making high-impact decisions to improve the lives of the people and communities they serve. The enclosed outlines EMC Research's relevant qualifications.

EMC Research is a majority women-owned full-service public opinion research firm serving a broad range of clients since 1989. We pride ourselves on providing highly accurate data and staying on the cutting edge of industry innovations. We believe EMC is especially well-matched to provide high quality research services on behalf of the City of Redmond because:

We know what works. We combine years of practical experience with an in-depth academic understanding of the science of research. We've conducted thousands of research projects using a variety of research methodologies and have extensive experience researching the opinions and attitudes of residents overall as well as traditionally hard-to-reach and marginalized communities.

We know Redmond. EMC Research is one of the Pacific Northwest's premier opinion research firms, particularly in working with public agencies to understand community sentiment. We are adept at conducting research to measure and track community satisfaction, priorities, and behavior through innovative community research, including surveys on behalf of a long list of municipalities and public agencies in the region. Central to this experience, EMC has partnered with the City of Redmond and its stakeholders for more than 13 years to conduct a variety of quantitative and qualitative research including community surveys, public safety research, business priority research, parks and recreation surveys, budget priorities research, and more.

Overview and capabilities: EMC Research, Inc. is a full-service opinion research and data analytics firm serving a broad range of clients, including public and private corporations, state and local governments, nonprofit organizations, public agencies, and political campaigns. Founded in 1989, EMC Research is a team of over 50 professionals with decades of research experience that we apply to every project. Our firm has offices in Columbus, OH; Irving, TX; Oakland, CA; Portland, OR; Seattle, WA; and Washington, D.C.; and we have conducted research in all 50 states and several foreign countries. EMC Research is a member of the Insights Association and the American Association for Public Opinion Research, the two leading industry groups for the market research and public opinion industry, and is the United States representative to IRIS, the world's largest international network of market research providers.

EMC Research, Inc. is certified as a women-owned business by the National Women Business Owners Corporation (NWBOC), the leading third-party national certifier for women-owned small businesses. EMC Research is also a certified Women-Owned Small Business (WOSB) under the guidelines provided by the U.S. Small Business Administration.

EMC Research's mission is to provide clients with strategic guidance using a thorough understanding of public and stakeholder opinion. Our staff and principals provide a powerful synthesis of experience and methodological capabilities that allow us to successfully execute a wide range of projects. EMC Research combines an in-depth academic understanding of research with extensive real-world experience to design research programs that best help clients achieve their goals and get the most out of their research.

EMC Research has a breadth of clients across a host of sectors including municipal and regional governments, public agencies, small and large corporations, member organizations, local campaigns, and utilities. This wide array of research experience has given us the freedom to try and refine new, innovative approaches that we use to inform our research projects.

Our research capabilities include:

- Multi-modal online and telephone surveys
- In-person and online focus groups
- Multi-lingual and multi-cultural research
- Mail & multi-modal studies using Address-Based Sampling (ABS)
- Online surveys
- One-on-one in-depth interviewing studies (IDIs)
- Visitor intercept surveys
- Multi-lingual and multi-cultural research
- Online bulletin boards
- Geographic Information Systems (GIS)
- Online panel building and management
- Advertising effectiveness tracking
- Message testing
- Customer satisfaction
- Key Driver Analysis
- New product/service evaluation
- Data processing and tabulation
- Multivariate analysis
- Data analytics and modeling
- Cluster analysis and personas
- Market segmentation
- Branding research

EMC Research brings to the table a committed team of research and consulting professionals. We will listen to your needs, design the best combination of research methods, collect reliable and accurate data, and synthesize research results into a product that is easy to understand and apply to further your strategic goals and initiatives.

As the primary point of contact for EMC Research on roster requests, I welcome the opportunity to answer questions and I look forward to hearing from you soon.

Sincerely,



Ian Stewart, Principal
 EMC Research, Inc.
 720 3rd Avenue, Suite 1110, Seattle, WA 98104
 (206) 204-8032
ian@emcresearch.com

Business Name

Firm Name

EMC Research, Incorporated

Incorporated in 1989 as Evans/McDonough Company

Changed name to EMC Research in 2007

Firm Address

Seattle:

720 3rd Avenue, Suite 1110

Seattle, WA 98104

Oakland:

2001 Broadway, Suite 110

Oakland, CA 94612

Firm Licensure

Unified Business ID #: 601360641

City of Redmond Endorsement: Redmond General Business – Non-Resident #RED19-000214

Contact Person

Ian Stewart, Principal

EMC Research, Inc.

(206) 204-8032

ian@emcresearch.com

Contact Signature



Ian Stewart, Principal

EMC Research, Inc.

Firm Personnel

At EMC Research, we believe that teams are best served by a fully integrated and collaborative team. Project Lead Ian Stewart and Project Manager Brian Vines will be active members of your team from day one, ready to participate in early conversations around announcement, rollout, and strategy. We ensure each client gets attention from every member of our project team to handle this research project in an expedient manner.

The team would be structured as follows:

- **Ian Stewart, Principal and Project Lead:** Ian will be available for calls and/or meetings with the City of Redmond to discuss the project approach and timeline, provide input on drafting the questionnaire, be available for calls and/or meetings with the City of Redmond to discuss questionnaire revisions, develop key findings and recommendations after data collection is complete, and be available to meet with the City of Redmond to discuss and present survey results.
- **Brian Vines and Ayse Toksoz, Senior Directors and Project Managers:** Brian and Ayse will be the primary contacts on a per-project basis. If EMC is conducting multiple concurrent projects for Redmond under the on-call contract, one would plan to manage the Annual Community Survey while the other would manage other research for the City. They will manage the overall projects, including project design, task schedules, team members, and deliverables. Ayse and Brian will assist Ian with leading calls and meetings with the City of Redmond to discuss the project approach and timeline, drafting the questionnaire, leading calls with the City staff to discuss questionnaire revisions, managing and overseeing data collection, providing data analysis and presentation design, and presenting survey results.
- **Strategy and Data Associates:** We will assign associates to assist with technical logistics such as questionnaire edits, data collection, management, and analysis, and creation of deliverables. They will be supervised by senior management and all deliverables will be thoroughly reviewed and checked for accuracy.
- **Shani McElroy, Field Director:** Shani's main responsibility is to ensure the data we collect is of the highest quality, and that our surveys represent our clients in the best possible way. She will ensure data integrity and that the project performs on time and on budget. In her time with EMC Research, she has developed strong relationships with numerous top-quality subcontractors, and she will serve as a liaison between EMC Research and its subcontractors and ensure all vendors are adhering to EMC's strict quality standards.

Ian Stewart, Principal

Ian started as an Analyst at EMC Research in 1999 and has served in many different capacities at EMC on his way to becoming a Principal in the company. His wide range of experience on research projects has included extensive work for private sector clients, public agencies, and hundreds of successful funding measure and candidate campaigns. Ian has found that the learnings from these different projects all contribute to each other; from the simple to the complex, what Ian and his team learns on each project has given him unique insights and skill into giving clients the key answers they need.

One of the things EMC's clients appreciate most about Ian is his ability to walk them through complex concepts and findings in ways that everyone on the team can understand and use. He says: "What we're really doing is working with our clients to identify the core of the issues or challenges they want to know about. Our clients often know generally where they want to go, but it's the specifics that we help them identify and the way we build our questionnaires and analysis from what we've learned that sets us apart in this industry. We're telling a story with research that helps inform everyone at the table to make informed decisions on how to move forward."

Ian has spent decades collaborating with public agency clients to conduct public opinion research that has informed successful policymaking, planning efforts, communication strategies, and funding campaigns for a wealth of governments and public agencies. Ian's recent relevant experience includes a broad mix of quantitative and qualitative studies for clients, including King Country Metro, WA; Sound Transit, WA; Seattle City Light; Metro Parks Tacoma, WA; Pierce Transit, WA; the City of Redmond, WA; the City of Renton, WA; Seattle Department of Transportation (SDOT), WA; the City of Eugene, OR; the Metropolitan Wastewater Management Commission (Eugene, OR); and many more.

Ian has a BA degree in Political Science from Western Washington University, with a minor in Environmental Studies. He spends his time away from work adventuring with his family and not-so-secretly encouraging his two daughters to be strong leaders and citizens of the world.

In the last five years, Ian's relevant project experience includes client consulting and project management for:

- Community Priority Surveys and Focus groups; Budget Gap Bulletin Board Research | City of Redmond (WA)
- Greater Portland Metro Area and Clark County Regional Attitudes Survey | I-5 Interstate Bridge Replacement (IBR) Program
- Recycling Education Campaign Survey and Waste Prevention Focus Groups | City of Eugene
- Community Perceptions Survey and Focus Groups | Metropolitan Wastewater Management Commission (Eugene-Springfield)
- Community Priorities and Satisfaction Survey | City of Burien (WA)
- City of Redmond Public Safety Survey | City of Redmond (WA)
- City of Redmond Community Priority Surveys | City of Redmond (WA)
- University Place Police Plan Survey | City of University Place (WA)
- Pierce Transit Community Survey | Pierce County (WA)

Brian Vines, Senior Director

Brian Vines is a Senior Director in EMC's Seattle office. He manages public opinion research projects and oversees the phases required to complete them, including questionnaire, methodology and sample design, data collection, analysis, reporting and consulting.

Since joining EMC as an intern in 2008, Brian has enjoyed the challenge of learning and implementing new methodologies and has managed hundreds of studies across a broad mix of topic areas including community and customer satisfaction and priorities, branding, transportation, public priority research and political campaigns.

His experience includes numerous forms of quantitative and qualitative research methodologies including online, phone and mail surveys, ongoing research panels, focus groups, in-depth interviewing projects, and mode split surveys. Brian is a RIVA trained focus group moderator.

Brian graduated a Bachelor of Arts degree from Western Washington University in Business Administration in 2008, with majors in Marketing and Operations Management.

In the last five years, Brian's relevant project experience includes client consulting and project management for:

- Biennial Kirkland Community Satisfaction and Priorities Surveys | City of Kirkland (WA)
- Ongoing Multimodal Address-Based Sampling (ABS) Rider and Non-Rider Surveys | King County Metro (WA)
- Biennial Parks Usage and Seattle Parks & Recreation 2021 Residents Surveys | Seattle Parks & Recreation (WA)
- Kirkland Resident and Worksite Commuter Mode Split Survey | City of Kirkland (WA)
- Biennial Downtown Commuter Mode Split Surveys | Commute Seattle (WA)
- Community Priorities ABS Surveys | City of Shoreline (WA)
- Community Priorities and Satisfaction Survey | City of Burien (WA)
- Pierce Transit Community Survey | Pierce County (WA)

Ayse Toksoz, Senior Director

Ayse joined EMC Research's Seattle office in 2017 upon leaving academia. As a Senior Director, Ayse manages qualitative and quantitative projects, and is involved at all levels of the research process, from design to data collection to analysis. Her natural curiosity drives her to engage with each of her projects with commitment, and to strive to deliver high-quality research to her public agency, non-profit, and campaign clients.

Prior to joining EMC Research, she worked on various academic projects on topics ranging from urban segregation to turn-of-the-century migration movements in Europe, alongside her specialization in reproductive justice.

Ayse holds a PhD in Sociology from University of Washington, Seattle.

In the last five years, Ayse's relevant project experience includes client consulting and project management for:

- Community Priority Surveys and Focus groups; Budget Gap Bulletin Board Research | City of Redmond (WA)
- King County Solid Waste RE+ Program Survey, Focus Groups and IDIs | King County Solid Waste Division (WA)
- County Parks Visitor Profile Surveys | Santa Clara County Department of Parks & Recreation (CA)
- Recycling Education Campaign Survey and Focus Groups | City of Eugene
- Biennial Customer and Resident Surveys | San Jose Environmental Services Department (CA)
- Seattle Parks District Measure | Seattle Parks Foundation (WA)
- Community Surveys | East Bay Regional Park District (CA)

Organizational Chart

Below is the organizational chart for EMC Research, including all lead consultant staff at the company.



Recent Similar Experience

We frequently contract with public agencies on a variety of projects, including a range of methodologies. These projects have ranged from ad hoc work to extensive annual contracts covering various research supporting strategic planning. We strive to make this research understandable and usable for internal staff and external stakeholders.

We have learned the unique challenges and requirements of conducting research for public agencies, including presenting politically sensitive opinion research in a public setting, dealing with media inquiries, and meeting open records requirements. Our government and public agency clients return to EMC Research year after year because of our ability to present research findings in the local political environment, flexibly work with their needs, and handle projects of many sizes, scopes, and levels of complexity.

Public Agency Clients

Some of our recent public agency clients include:

- *Alameda-Contra Costa Transit District (CA)*
- *California Department of Transportation (Caltrans)*
- *California Department of Public Health (CA)*
- *Castro Valley Sanitary District (CA)*
- *Central Ohio Transit Agency (COTA)*
- *Chico Area Recreation & Park District (CA)*
- *City of Alameda (CA)*
- *City of Bellevue (WA)*
- *City of Burien (WA)*
- *City of Citrus Heights (CA)*
- *City of Davis (CA)*
- *City of Issaquah (WA)*
- *City of Kirkland (WA)*
- *City of Milpitas (CA)*
- *City of Redmond (WA)*
- *City of Renton (WA)*
- *City of Redwood City (CA)*
- *City of Redmond (WA)*
- *City of Riverside (CA)*
- *City of San Diego (CA)*
- *City of San Jose (CA)*
- *City of Seattle (WA)*
- *East Bay Municipal Utility District (CA)*
- *Franklin County Department of Job & Family Services (OH)*
- *Golden Gate Bridge, Highway, & Transportation District (CA)*
- *Green Building Alliance (PA)*
- *King County Metro (WA)*
- *King County Public Libraries (WA)*
- *Los Angeles Metropolitan Transportation Authority (CA)*
- *Los Angeles Unified School District (CA)*
- *Metropolitan Transportation Commission (CA)*
- *Metropolitan Water District of Southern California (CA)*
- *Nebraska Tourism Commission*
- *Oakland Public Library (CA)*
- *Ohio Department of Development*
- *Reno-Sparks Convention & Visitors Authority*
- *San Francisco Department of the Environment (CA)*
- *San Francisco Municipal Transportation Agency (SFMTA) (CA)*
- *San Luis Obispo County Library (CA)*
- *San Mateo County Transit District (SamTrans) / Caltrain (CA)*
- *Santa Clara County (CA)*
- *Santa Clara Valley Medical Center/Health & Hospital System (CA)*
- *Seattle Department of Transportation (WA)*
- *Seattle Parks and Recreation (WA)*
- *Solano County (CA)*
- *Solid Waste Authority of Central Ohio*
- *Sonoma County (CA)*
- *St. Paul Regional Water Services (MN)*
- *The Palo Alto Transportation Management Association (CA)*

EMC is currently on call to conduct research for King County Metro, Pierce Transit, Community Transit, Oregon Metro, and other non-transportation related agencies.

Included in this section is a sampling of EMC's recent and relevant client work:

City of Redmond – Annual Resident Surveys, Parks & Recreation Survey, and Budgeting Priority Research

Since 2015, EMC has conducted annual resident priority and satisfaction surveys on behalf of the City of Redmond. While the work has been done annually, the methodology has evolved over time from telephone-only to a mixed-mode methodology that includes telephone and online interviewing, in addition to adding a non-representative, self-selecting survey that the City publishes on its website and continues to collect feedback from residents after the random sample survey cycle is completed.

This annual survey gauges resident priorities, satisfaction, and concerns with regards to City services and quality of life in Redmond, as well as tracking the changes in these metrics over time. The research also includes a gap analysis of the perceived importance and performance of several key City services and functions. Through this research, EMC has provided the City of Redmond with key insights into where opportunities for improvement exist with regards to city services and performance.

Starting in the Fall of 2019, EMC has also been conducting qualitative research with Redmond residents and business leaders using in-person and online focus groups and online bulletin boards. This study delves into perceptions, priorities, and experiences with various City functions to help inform the City's budgeting strategy for the coming years.

Lead Consultant(s): Ian Stewart, Principal | ian@emcresearch.com, and Ayse Toksoz, Senior Director | ayse@emcresearch.com

City of Redmond – 2020 Budget Gap Bulletin Board Project

As part of a broader research agenda designed to help with the City of Redmond's decision making around its budget priorities, EMC conducted qualitative research using online bulletin boards with Redmond residents in the Summer of 2020. With budget cuts looming into the subsequent budget cycles, this study was designed to help the City understand how residents' priorities shifted in this new environment. To that end, participants were recruited by the City through an online posting and represented a mix of gender, age and ethnicity from various Redmond neighborhoods. Over the Online Bulletin Board, a platform allowing for the collection of responses and discussion of topics in a comment thread similar to those on social media sites, participants shared comments and engaged in activities over the span of several days, to express their thoughts, attitudes, and preferences regarding the future of Redmond.

Lead Consultant(s): Ian Stewart, Principal | ian@emcresearch.com, and Ayse Toksoz, Senior Director | ayse@emcresearch.com

City of Kirkland – Biennial Community Surveys

Since 2012, EMC has been hired by the City of Kirkland to conduct biennial community surveys to assess and track residents' attitudes and opinions about the quality of life in Kirkland, as well as priorities for and satisfaction with city government and its services. The information is used to inform the city's strategic plan. This research helps the City understand respondents' evaluation of Kirkland as a place to live, satisfaction with city governance across a variety of attributes, and an importance and performance analysis of specific city services and functions to identify key improvement opportunities. EMC conducted the most recent iteration of this community research in June 2022.

Lead Consultant: Brian Vines, Senior Director | brian@emcresearch.com

City of Renton – Parks & Recreation Satisfaction and Priorities Surveys

EMC Research has worked with the City of Renton on two projects related to parks and recreation in the City. First, in 2018, EMC Research conducted a telephone survey examining support for potential funding mechanisms to maintain and expand parks assets.

In the summer of 2019, EMC Research was hired by the City of Renton to conduct a survey of its residents using address-based sampling. The purpose of the survey was to understand current usage, satisfaction, and desired investment priorities for city parks, recreation, and natural areas. Full surveys were mailed to Renton residents with an option to complete it online; online survey also included three language options. The City of Renton used the survey results to strategically guide its priorities and future directions.

Lead Consultant: Ian Stewart, Principal | ian@emcresearch.com

City of Kenmore – Parks & Recreation Surveys and City Budgeting Survey

EMC Research has worked with the City of Kenmore on several projects over the years.

EMC first worked with the City in 2015 and 2016 as part of Kenmore’s community input process leading up to a bond measure for safety and transportation-related investments. EMC conducted two telephone surveys to understand residents’ satisfaction with Kenmore’s parks and recreation facilities, waterfront access, and pedestrian and bicycle infrastructure, as well as their receptivity to a bond measure. The research demonstrated that safe routes for pedestrians and cyclists and connecting residents with the City’s public open space and waterfront were top priorities for voters. In November 2016, the City successfully passed its Proposition 1 Walkways & Waterways Improvements bond measure, the first city bond measure ever on the ballot in the City of Kenmore.

Faced with increasing operating costs and projected budget shortfalls, the City of Kenmore hired EMC in 2019 to conduct research related to the development of its financial sustainability plan. The plan aims to resolve the City’s budget gap for 2021-26 while also being attentive to community needs. EMC conducted a mixed-mode telephone and text-to-online survey to understand residents’ perceptions of the City’s financial situation and its priorities for city services. Results from the community survey were used to inform subsequent stages of the planning process.

Lead Consultant: Ian Stewart, Principal | ian@emcresearch.com

Seattle Parks & Recreation – Resident Usage & Satisfaction Surveys

EMC Research has partnered with the Seattle Department of Parks and Recreation (SPR) in 2016 and 2019 to conduct multi-modal address-based sampling (ABS) baseline and tracking surveys of Seattle households. The goals of the 2016 survey were to establish a baseline understanding of residents’ usage, perceptions and funding priorities for Seattle’s Parks and Recreation facilities. The survey gauged how often residents use each type of SPR facility, their key reasons for visiting, and their satisfaction with SPR’s facilities overall, and on safety, maintenance, cleanliness, meeting neighborhood needs and responsible tax spending. The survey also helped SPR to better understand residents’ priorities for facility improvements and future investments. This survey was repeated in 2019 to better understand how perceptions, usage and priorities have changed over time. SPR plans to use the data to invest in new facilities and programs important to residents.

Lead Consultant: Brian Vines, Senior Director | brian@emcresearch.com

City of Burien – 2022 Community Assessment Survey

In the Summer of 2022, EMC Research conducted a multi-modal ABS survey, with supplemental live telephone and email- and text-to-web interviewing, for the City of Burien to understand current satisfaction with City priorities, services, features, and quality of life. Burien is currently using the findings from this research to inform City priorities and communication with residents going forward."

Lead Consultant(s): Ian Stewart, Principal | ian@emcresearch.com, and Brian Vines, Senior Director | brian@emcresearch.com

References

Below is a list of three references, as outlined in the Request for Proposals. EMC is happy to provide additional references upon request.

City of Redmond

Contact: Lisa Maher, Executive Deputy Director
Address: 15670 NE 85th St, Redmond, WA 98073
Phone: 425-556-2427
Email: lmaher@redmond.gov

** Please see the project descriptions on the preceding pages.*

City of Kirkland

Contact: James Lopez, Assistant City Manager
Address: 123 5th Ave, Kirkland, WA 98033
Phone: (425) 587-3001
Email: jlopez@kirklandwa.gov

Contact: David Wolbrecht, Neighborhood Services Outreach Coordinator
Phone: (425) 587-3011
Email: dwolbrecht@kirklandwa.gov

** Please see the project description on the preceding pages.*

City of Renton

Contact: Bob Harrison, Chief Administrative Officer (former); City Manager at the City of Yakima
Address: 129 N 2nd St, Yakima, WA 98901
Phone: (513) 305-3164
Email: Bob.Harrison@yakimawa.gov

** Please see the project description on the preceding pages.*

Annual Community Survey Methodology and Approach

In conducting Redmond's Annual Community Survey, EMC offers two methodological approaches for conducting quantitative research, both of which present us with different trade-offs. Regardless of the methodology chosen, EMC is confident in our ability to collect robust, representative data from residents.

Option A (Recommended Option): Mail-Driven Multimodal Web with Phone Option via Address-Based Sampling

For the City of Redmond Community Survey, EMC recommends conducting the survey using a multi-modal address-based sampling (ABS) approach, fielded primarily as a postcard-to-web survey of residential households in Redmond. Recent advancements in technology and data management by the United States Postal Service have resulted in household coverage rates of nearly 98% of households. The near-ubiquity of its sample frame makes address-based sampling an ideal approach to reach residents who may not be reachable another way (e.g., no home phone/cell only). The survey will also include a live telephone option to ensure hard-to-reach populations with limited web access are captured in the final data. We recommend offering the survey in additional languages, including Chinese, Spanish, and Hindi.

Using a mail-based survey with a randomized statistical ABS sample of residential addresses in Redmond, the survey results will be projectable to the City's wider population. Once EMC completes data collection for the representative survey effort, the City will have the option of distributing a separate, public version of the survey online (e.g. on the City's website, social media, etc.) and by print to allow others to respond to the same questions as participants in the random sample survey. The ABS approach allows for a distinct, statistically representative survey, while opening the survey to the general public after the first phase is completed ensures that more residents' voices are heard. For the purposes of reporting and deliverables, EMC would focus on the statistically representative survey results for its analysis and recommendations.

Depending on the City's specific goals and objectives for the survey, we would plan to invite a random sample of all residential households in Redmond to participate in the survey. For this project, we expect to conduct a minimum target of 400 completed interviews (n) with an average survey length of 15 minutes. Throughout data collection, EMC will monitor the representativeness of respondents compared to the known Census population counts for city sub-geographies, age, gender, ethnicity, household income, homeownership/rent mix, and other key variables and adjust its survey distribution and reminder strategy accordingly.

We would prepare our reminder strategy based on response rates and how the survey performs but would plan to send at least one follow-up reminder by postcard or SMS text to households which have yet to respond after the first week or two. For households with listed numbers available, we would conduct at least one follow-up reminder by phone. We will call these respondents using an automated Interactive Voice Response (IVR) message to remind them about the survey and repeat the instructions for accessing it online.

Traditionally, for our address-based surveys, EMC offered the option to call-in and schedule a time with a live interviewer to take the survey. Yet, over the recent years, as online access became more ubiquitous, we have seen that that the call-in option is rarely used, so we are not including it in our proposal.

A major benefit of this approach is that everyone in the sample gets contacted and has a convenient option to respond, which reduces barriers to participation. Because the survey invitation is mailed out to the physical addresses of all respondents in the sample, with everyone receiving options for

participating online or by telephone, no segment of the population is left out. Those that prefer to take the survey over the phone can do so, and those that are more comfortable with a web survey can respond online.

While address-based sampling is considered the most robust methodology for conducting resident surveys, the data collection window required for this methodology is 6-7 weeks with the additional time required for materials design, printing and mailing logistics, and additional reminders, as needed. EMC would recommend extending the timeline for this methodology option.

Option B (Alternative Option): Multimodal Live Telephone/Email-and Text-to Web via Listed samples

Alternatively, if timeline constraints prohibit a more comprehensive address-based, mail-driven approach, EMC can conduct the survey using a combination of contact information available that we would obtain from listed voter and non-voter samples and reach out to prospective respondents in multiple ways. This multi-modal approach would combine a mix of live telephone interviewing with email and text invitations to residents to complete the survey online, thereby reaching Redmond residents in their preferred medium. We believe this approach will yield scientifically sound and actionable data and provide a sufficient sample size at a competitive price. The telephone survey portion will be conducted on landlines and cell phones. The overall sample will be demographically and geographically representative of residents in Redmond. Scope-wise, EMC would plan to conduct up to 400 interviews (n) at an average interview length of 15 minutes under Option B.

By employing a mixed-mode methodology where we will conduct interviews both by phone and online, we will maximize sample size and survey reliability within a reasonable budget. As the database of available voter emails becomes increasingly robust, we have been utilizing this approach in other communities and have had great success. We have found that the two modes complement each other well; we are able to obtain data from a broad cross-section of residents because those who may not answer their phone may take the survey online, and those who do not respond to the email survey invitation may take the survey over the phone.

To conduct the online portion of the survey, EMC would pull a list of residents with email addresses from a sample vendor that maintains a robust voter file with email addresses and supplements the email list with commercial lists. We will send an email invitation to respondents which includes a web link to take the survey. We take several steps to ensure that our online voter survey respondents are demographically representative of Redmond's population through targeting reminders via email to harder to reach populations.

Community Survey Approach Considerations

Each of the approaches described above includes relative benefits and tradeoffs for timeline, cost, and the robustness of sample. Approach Option B, while faster to execute compared to the ABS approach (Option A), involves some trade-offs in terms of the breadth of the sample frame as listed sample coverage is not as comprehensive as an address-based methodology. Because the outbound telephone and email sample may not be as robust or accurate as an address-based sample frame, we would expect fewer interviews (n) to be feasible under this approach. The multi-modal methodology nonetheless presents significant improvements over a telephone-only or web-only interviewing, as it allows us to combine the growing reach and efficiency of online survey methodologies among populations who may not be inclined to answer a phone call, with more traditional telephone interviewing for those who prefer a live interviewer or for whom an email address or cell phone number is not available from commercially available lists. Therefore, it allows us to maximize our sample size and representatives despite relatively more limited coverage.

Tasks and Timelines

EMC consistently turns around projects in short time frames and with critical strategic analysis. EMC has a solid reputation for capacity to perform under tight deadlines. Our clients know us as flexible and responsive and we regard this reputation as one of our most competitive brand attributes.

EMC makes it a priority to work with our clients, at the beginning of each project, to create a detailed timeline that will be responsive to our clients' needs and deadlines, while remaining flexible to accommodate changing client needs, shifting deadlines, and a fluid public opinion environment.

Below is a tentative timeline for both approaches under Options A and B for the Annual Community Survey. If the City opts for address-based sampling for the approach using address-based sampling (ABS), EMC recommends an extended project timeline to allow for the longer design and data collection period. By comparison, Option B – while less robust with fewer estimated surveys – will take less time to develop and can be comfortably conducted within the timeline established in the RFP.

Task #	Annual Community Survey Estimated Task Schedule	Estimated Task Timeline	
		Option A Multimodal ABS Min. 400n	Option B Live Phone & Web 400n
1	Review refine and develop survey	Nov. – Jan.	Nov. – Dec.
a.	<i>Review draft survey questions developed by City of Redmond</i>	Mid-Nov.	Mid-Nov.
b.	<i>Recommend refinements to survey questions</i>	Late Nov. – Early Dec.	Late Nov. – Early Dec.
c.	<i>Develop survey instrument using “best practices”</i>	Early Dec. – Early Jan.	Early - Mid-Dec.
d.	<i>Meet in-person or virtually with city representative as necessary to develop survey</i>	Mid-Nov. – Early Jan., as needed	Mid-Nov. – Early Jan., as needed
2	Conduct survey	Dec. – Feb.	Dec. – Jan.
e.	<i>Draw representative survey sample within Redmond city limits large enough to provide reliable analysis of subgroups</i>	Mid-Dec.	Mid-Dec.
f.	<i>Conduct survey using a variety of methods as agreed to by the City (to specifically include use of technology such as a web version and cell phone)</i>	Mid-Jan – Mid-Feb	Early – Mid Jan.
3	Prepare report on survey results	Late Feb. – Mid-March	February
g.	Provide a preliminary report with comparisons to previous survey results, where applicable	Late Feb.	Late Jan.
h.	Prepare a final written report of survey results in electronic form. Include a description of survey methodology, an executive summary, and detailed analysis for the overall respondent population and for relevant subgroups	Early – Mid-March	February
i.	Present summary of results to the Redmond City Council	Mid-March	Late Feb.

Annual Community Survey Pricing

EMC's standard practice is to provide clients with an upfront, not-to-exceed cost for our research projects. We find this allows our clients to better plan their budgets and projects without being surprised by new fees or charges down the road.

For both approach options for the Annual Community Survey, EMC has provided total, all-inclusive project costs for the research services requested. The pricing estimates below cover the full costs of project management, survey development, analysis and reporting, strategy consultation, including all costs relating to data collection, data processing and tabulation, as well as any related subcontracting and vendor costs to complete the research.

Task	Task Pricing	
	Option A Multimodal ABS Min. 400n	Option B Live Phone & Web 400n
Task 1: Review, refine and develop survey	\$12,200	\$10,100
Task 2: Conduct survey	\$29,200	\$28,900
Task 3: Prepare report on survey results	\$9,600	\$9,600
Total Project Cost (Year 1)	\$51,000	\$48,600

Potential On-Call Research Projects – Hourly Rates

EMC prices its projects using a flat fee – rather than hourly rates – but for the purposes of this proposal, our team's hourly rates per task are shown in the table below:

Role	Hourly Rate
Principal/Senior Principal	\$162.82
Director/Senior Director	\$97.19
Strategy Associate/Senior Strategy Associate	\$66.23
Data Associate/ Senior Data Associate	\$68.66
Field Associate	\$72.78
Accounting	\$72.73

Example On-Call Research Approaches

In addition to the Annual Community Survey, the City could consider a number of other quantitative and qualitative research projects to serve Redmond's needs. Below are a few descriptions of approaches EMC has done for other municipalities, including Redmond, which the City could consider as it determines its needs for the on-call research contract.

At a glance, these projects can include but are not limited to:

- Resident Focus Groups
- Business Focus Groups
- In-Depth Interviewing (IDI)
- Resident Discussion Boards
- Online Resident Surveys
- Multi-modal Registered Voter Survey
- Business Surveys

In this section, EMC describes its general approaches for these potential research studies, as well as preliminary estimated costs of similar work we have conducted recently. If Redmond opts to pursue any of the following – and as those needs arise – EMC will work with the City to determine the specific scope, methodology, and budget to best suit Redmond's specific research goals. Based on those factors, EMC will plan to work with Redmond to determine specific estimates for the City's on-call projects as requested.

Focus Groups

EMC often uses focus groups to investigate complex opinions and elicit responses that might not otherwise be available as part of a quantitative research program. The focus group format allows us to analyze the thinking process, emotions, and language participants use while discussing certain topics. We typically design our groups to allow for discussion of what is important to participants relative to the topic at hand, before introducing our own questions, topics, and assumptions into the discussion. Thus, we make sure that we do not miss the latent themes that can be overlooked during quantitative research. Focus group discussions will often lead to unexpected discoveries, attitudes, opinions, and ideas that we may not have previously considered, or may not have been uncovered in the quantitative research.

These qualitative sessions also allow our clients to introduce new products, services, technologies, marketing materials and ideas to respondents to register their feedback. We strive to create focus groups that will allow our clients to concentrate their developmental and marketing efforts on themes that are persuasive and emotionally accessible to the target population.

We provide all services related to the successful execution of your focus group project, including:

- Group design, including who should participate and how the discussion should be structured;
- Participant recruitment, based on identified target population with a mix of demographic and geographic profiles, as appropriate;
- All logistical arrangements, including a facility for hosting the groups and an opportunity for clients to view the groups live;
- Pay incentives and provide a light meal and refreshments for participants;
- Moderation of groups with an EMC Research professionally-trained moderator;
- Video recordings of the groups with live streaming available on request;
- Discussion of key findings and observations immediately following each group; and,
- Report and presentation of results, including application of findings to your strategic needs.

Resident Focus Groups

For focus groups with members of the community, EMC would plan to recruit residents to participate. Each focus group will include six to eight qualified participants, and last approximately 90 minutes. Focus group participants will be provided with a monetary incentive to compensate for their time. A professional focus group moderator will lead the groups, following a discussion guide developed in collaboration with the client and any other consultants involved in the work. The groups will be held online via an online web conferencing platform.

Focus groups are, by nature, qualitative research, and are not projectable over a broader population with any degree of statistical reliability. However, in setting up the group profiles, we will make efforts to recruit group participants that reflect a reasonable representation of a range of residents, to ensure you are hearing from the diversity of voices present in your community.

We recommend conducting no less than two focus groups on a topic, to make sure we have adequate opportunities to hear different discussions and present the opportunity to consider dividing the groups by characteristics that may be correlated to recycling attitudes (such as age, housing type, or urbanicity).

Example cost estimate based on similar projects (per focus group): \$9,500-\$10,000

Business Focus Groups

For qualitative research with the business community, EMC will work with the City team to determine the key stakeholders to be included in the research and recruit respondents using City's established contacts. For sampling, EMC may work with the City to recruit from its business license records if that information is available. Otherwise, it will plan to work with one of several trusted commercial sample providers.

EMC will make all the logistical arrangements for the focus groups. Groups will also be video recorded, and those videos can be shared with the client team for viewing at your convenience. EMC will ensure all participants are provided with an incentive for their participation.

The groups will be moderated by a trained, professional moderator on staff at EMC. The moderator will help guide the discussion utilizing the moderator's guide developed in collaboration with the client team. The moderator and other members of the EMC team will be on-hand following the groups to discuss key findings and observations with the client team.

For both resident focus groups and business stakeholder focus groups, EMC will work with Redmond to develop the moderator's guide and adapt it as necessary for different populations and individuals. A recording and transcripts of each focus group/interview will be made available to the City.

Example cost estimate based on similar projects (per focus group): \$11,000-\$12,000

In-Depth Interviewing (IDIs)

As a potential alternative to focus groups, in-depth interviews (IDIs) are another option for conducting qualitative research. IDIs are especially useful when involving difficult-to-reach audiences where varying availability and schedule needs are prohibitive to scheduling synchronous discussion sessions that work for everyone. For this approach, EMC would schedule and conduct qualitative discussions with each individual participant to capture their detailed attitudes, beliefs, and behaviors surrounding specific topics. With IDI studies, EMC would generally recommend conducting at least 10 or 20 interviews, with the individual discussions would last for 45 minutes or an hour depending on the topic, audience, and research needs.

In-depth interviewing provides a flexible and insightful means of engaging with specific audiences about their experiences with any variety of subjects, and will enable us to hear, in their own words, how various audiences engage with City services and feel about specific aspects of living in Redmond. Individual interviewing typically is conducted by phone or virtually, following a screening process to recruit panel members to participate in longer, one-on-one conversations with qualified moderators. This approach would provide an equitable means of learning from participants, as individual interviews may be scheduled flexibly around participant commitments, and do not require travel or in-person attendance to participate.

Potential audiences for IDIs include difficult-to-reach participants, including business owners and managers, limited English proficiency speakers, and traditionally marginalized and underrepresented communities.

Example cost estimate based on similar projects (per IDI): \$500-1,000

Discussion Boards

An online discussion board works in a similar way to a chat-based focus group and incurs the same advantages as lower costs and overcoming geographic barriers. Additionally, online discussion boards allow longitudinal insights. In a bulletin board environment, moderators can leverage iterative, ongoing feedback to steer the discussion in desirable directions. It is easy to present visual and audio content to participants on an online discussion board to observe their immediate reactions.

On an online discussion board, participants answer questions before seeing other participants' responses and free from peer influence or pressure, which can lead to higher quality input and richer discussions. There is an added element of flexibility to discussion boards as participants can engage with the board when it fits their schedule.

Since an online qualitative discussion board typically lasts for a few days, moderators can leverage iterative, ongoing feedback to steer the discussion in certain desirable directions.

This project would follow a similar approach to the Community Engagement Process research conducted in 2020 to gather citizen input during the City's budget review process.

Example cost estimate based on similar projects (per discussion group): \$11,000-13,000

Online Resident Surveys

For a more immediate read on time-sensitive issues facing the City, another option is to conduct an online only survey. Online surveys are quicker and more cost-efficient than a traditional multi-modal survey that includes mail or telephone components. However, a drawback of this approach is it would draw from a non-random convenience sample that is less robust and representative as a survey that utilizes a broader, multi-modal approach. It is inherently not random, as we can only contact residents with a commercially-available cell phone number or email, or those who engage with the City via social media or email lists.

Example cost estimate based on similar projects (400 interviews @ 15 minutes): \$15,000-25,000

Multi-modal Registered Voter Surveys

For studies where the City needs to hear from registered voters for City budgeting, funding priorities and viability, EMC could conduct a multi-modal survey of up to 400 registered voters in Redmond using a 15-minute survey instrument. This mixed-mode survey project will be conducted by landline, cell phone, text message-to-web, and email-to-web.

EMC will draft the survey, program for data collection, supervise data collection, provide topline results, produce crosstabs and a PowerPoint report, present results to the project team, and provide ongoing consultation and advice for as long as the research is used.

Example cost estimate based on similar projects (400 interviews @ 15 minutes): \$35,000-40,000

Business Surveys

Depending on the number of available business contacts available, EMC could work with Redmond to conduct an online survey of businesses at an average length of 15 minutes using a commercial database, supplied by either the City or one of EMC's trusted sample partners. For these studies, EMC would plan to conduct interviews with someone with a senior role – such as managers or senior HR or accounting personnel – who can speak to the key decision-making factors and issues facing their worksite.

If the City's business license list includes email addresses for most records as well as phone numbers and additional information about each business, EMC recommends using this list and sending email invitations to complete the survey online. An email invitation to complete a web survey is, in our opinion, the most cost-effective way to get a robust quantitative dataset. We also believe that with large swaths of businesses and employees continuing to work remotely, an email invitation is likely the most effective outreach approach for this research, with additional live interviewer-administered telephone surveys for businesses that are most likely to operate on-site. EMC will monitor responses based on available business profile information from the larger lists of businesses available and/or a set of criteria developed in consultation between the City and EMC.

Ultimately, the final number of completed survey interviews will be dependent on the quality and accuracy of the contact information in the list and the responsiveness of local businesses to participate in the study. In general, business lists such as this have been successful in the past, but because the response rate is unknown, we are unable to guarantee a specific number of completed interviews. However, we will employ strategies that we have found to be successful in maximizing the number of responses.

The availability of additional information about the businesses such as number of employees, industry type, street address, annual revenue, and any other characterizations will help EMC develop a data collection plan that aims to collect responses from a representative sample of Redmond businesses. We will assume that together with the City we will be able to establish mutually agreeable criteria to track during data collection.

Example cost estimate based on similar projects (~50-100 interviews @ 15 minutes): \$30,000-40,000

Example Work Plan for On-Call Research Studies

EMC Research's approach to conducting public opinion research projects for the City of Redmond would typically include the following phases:

Project Kick-Off

Our typical first step in any project is a kick-off session to finalize the scope for the project and gather more detailed information about the specific project goals and objectives, and a realistic timeline for the research. In the case of research for this RFP, there may be a general discussion of research approaches that can be used to answer the question at hand. This is also a time for the client team to share any previous research or other background material that may be relevant to this project. EMC is happy to accept any background information that may relate the project or speak with other individuals within or outside the Redmond project team as deemed appropriate for crafting the research approach.

The kick-off meeting is also an opportunity to discuss the specifications of the project, be it a survey sampling methodology or approach to recruiting a specific population for a focus group study.

Draft the Sampling Plan and Research Instrument

After the kick-off meeting, the EMC team will review relevant background information and develop a draft questionnaire or qualitative research instrument for review. If applicable, we will start from previous research that has been conducted on behalf of the City of Redmond. This previous research may also inform development of the sampling plan or recruitment approach.

We expect research instruments to cover a variety of potential topics, which could include testing resident priorities, awareness of and/or satisfaction with the City's policies and services, message testing, usage and habits surrounding travel/transportation, parks and recreation services, or specific City services, testing the interest in new policies and investments, investigating resident satisfaction metrics, and many others.

Calls and meetings will be scheduled and facilitated by EMC to work through the survey editing and revising process. Additional drafts of the instrument(s) will be iterated through feedback and additional conversations convened until everyone is comfortable with the research design. EMC Research will be available for meetings and teleconferences as needed to review the draft research instrument, and the sampling and research methodologies with Redmond. We will also revise the instruments, as appropriate, based upon feedback from the City. We will not begin conducting the research until all sides are satisfied with the instruments and methodology and until the City has approved the instruments. We will provide all draft and final copies of instruments to the project team.

Data Collection

Data collection varies by project type. For a quantitative survey, we will begin the fielding process upon field service placement, questionnaire approval, survey programming and quality control and, if necessary for an on-board intercept, interviewer training. For a qualitative project, there is a recruitment period, where participants are found for the study, that may continue while the study is being conducted for projects like customer diaries or one-on-one interviews, or will conclude before the study is conducted, like for focus groups or bulletin boards.

If interviewer training is necessary, like it is for on-board intercept projects, it will consist of an approximately two-hour long training session, and interviewers will be monitored by EMC staff on their first shift and as needed throughout the project. The survey will be conducted in accordance with the approved sampling plan, including specified hours, routes, languages, and other elements.

As for other data collection, EMC employs numerous quality control methods to ensure that our interviewing, be it quantitative and via telephone or an online instrument, or qualitative and in-person or online, is consistent, of high-quality, and, for quantitative work, produces scientifically-sound results. We achieve this in the following ways:

- Developing sampling and recruitment plans that reflect the population at large and developing an understanding of the research population to set appropriate demographic quotas if needed.
- Ensuring random selection of respondents to achieve a representative sample via replicate dialing (which essentially ensures the survey doesn't fall to the "take all comers" issue that results in skewed data), through dialing windows across different times and days to ensure a variety of people are able to take the survey, and callback strategies.
- Ensuring that cell phone numbers are called at the same proportion they come up in the survey universe, even when it costs more.
- Sending reminders (email, IVR, SMS, and/or postcard) when appropriate with more passive methodologies.
- Working with highly qualified research vendors who meet our stringent quality standards.
- Testing phone and online survey and recruitment instruments prior to launch.
- Sending instructions for phone interviewers and recruiters that includes notes about each project that explain further context, question skip patterns, open-end response criteria, and include pronunciation information for any confusing or local words, places, and names.
- Monitoring telephone interviewing on every project.
- Comparing survey data daily to known population distributions and changing sampling approach if needed.
- Moderating focus groups, one-on-one interviewers, and other qualitative projects with trained, experience, and culturally appropriate moderating staff, or subcontracting out if needed (for example, for a Chinese-speaking focus group).

Analysis

Upon completion of interviewing and data cleaning, EMC Research staff will conduct analysis. For quantitative surveys, this will consist of an extensive statistical analysis of the data gathered. The key steps in the analysis phase include the following:

- Coding open-ended responses for quantitative analysis;
- Tabulating survey results, and designing and generating cross-tabulations and other statistical tables as needed; and
- Performing in-depth analysis of the data, including:
 - *Analysis of Single Variable Statistics:* The process begins by analyzing the percentage distribution of responses on each question. This is sometimes known as "topline" results. It is the widest view and interpretation of the survey results, and generally shows where overall community perceptions are. In some cases, the issue at hand requires little more than an analysis of these "topline" results. But even in those cases, we employ other methods of analysis to dig deeper into the data.
 - *Variable Modification:* In this step, EMC analysts "compact" survey questions to investigate opinions. Most of the questions we ask provide an intensity of response. But sometimes these intensities do not tell the whole story. How do, for example, different

types of customers (commuters, non-commuters), people of different generations, or geographic regions view the key issues? Many of these questions can be answered in this step.

- *Analysis of Bivariate Frequency Distributions:* Extensive tables of these statistics, also known as cross-tabulation output or crosstabs, are generated for the entire survey by significant demographic and attitudinal variables. These tables are systematically analyzed to determine the relationship between variables. For example: opinion differences between previously defined customer or market segments or between different age groups. We identify differences between these variables to better understand the significant differences in populations. This analysis provides the basis to begin constructing segments of the population and to identify variables for further analysis using multiple regression techniques.
- *Segmentation Profile Construction:* Using the answers to survey questions, particularly those around behaviors and attitudes, we can construct and then analyze mutually exclusive groups that share a set of opinions. This allows us to understand which demographic groups may warrant special outreach and know what messages or information would be compelling to those groups. This analysis is the culmination of our research and is often the main tool our clients use. These groups may already be created for some types of research on behalf of the City of Redmond, but EMC is happy to update them or apply them to analysis.
- *Comparison Surveys:* Where applicable, we will take care to identify the most important differences and similarities in responses from populations over time, comparing current results with tracked data, and adding a temporal component to our analysis.

Our approach to analyzing qualitative research is a bit different, especially since qualitative projects tend to vary more in analysis than quantitative ones, and the analysis often begins as soon as the study starts. Upon completion of a qualitative study (or, in some cases with asynchronous studies, during), EMC will generally execute the following tasks to analyze the data collected:

- During or directly after the study:
 - Take observational notes during the study (interview, focus groups, etc.) to point to further themes to investigate in the data as a whole;
 - Transcribe audio/video to aid in the analysis;
 - If used, tally handouts and other response material.
- First stage of analysis:
 - Investigate common and divergent themes across responses identified during the study and highlight any others that arise afterwards;
 - Perform data reduction and response coding to cut through the “noise” of qualitative data.
- Second stage of analysis:
 - Highlight additional emergent categories;
 - As applicable, perform thematic, content, and narrative analysis.
- Third stage of analysis:
 - Interpret and summarize the data and link it to the research questions;
 - Choose explicative quotes to highlight key points;

- If applicable, highlight future study opportunities to more deeply investigate themes and topics uncovered study.

Reporting and Deliverables

EMC Research will work closely with the project team to develop a survey approach and design that provides answers to key questions and probes for the relevant information as outlined in the RFP. Additionally, EMC will not only develop a survey instrument designed to investigate key issues but more importantly will provide robust, detailed analysis, and reporting which will present the results and information in a manner that is easily understood and can be easily applied to help develop and implement long-range transportation plans and sustainable growth strategies.

The insights, key findings, and recommendations will vary for each project, and EMC focuses on reporting insights that give its clients' internal teams and stakeholders the clearest, most direct path for informing their most critical decisions. Additionally, EMC's comprehensive consulting approach offers both data and experience-driven insights by combining the results observed from the research studies at hand with our existing familiarity with the local transit and public opinion environment which shapes the deeper context underlying the research.

EMC's insights include a variety of deliverables for each project. Following the end of data collection, processing, cleaning and finalization, EMC Research provides "topline" survey results – an initial report showing the survey questionnaire with frequencies for each response item. We then provide a set of full cross-tabulated results, showing the results of each question in the survey among a variety of demographic and geographic subgroups.

Next, we work with our clients to develop a draft and final report of survey results that meets the needs of the project, including an in-person graphical presentation of results, analysis, and recommendations.

Our presentations contain key findings, analysis, and recommendations based on the research and demographic profile data including but not limited to ethnicity, geography, age, homeownership/rentership, etc. Our typical process is to create an extended report with detailed findings, and then work with agency staff to create a condensed version of key findings, appropriate for public release and no longer than 15 minutes.

In analyzing and reporting the results, we provide you with clear, concise analysis and strategic recommendations to meet your goals. Our emphasis is on making the data understandable and usable. We work with you to make sure you get the most out of our research, both internally and externally – data filed in a desk drawer will have no impact.

EMC provides ongoing assistance in developing strategies and techniques based on our research findings. We provide opinion research as a service, not a product, and we will remain available for further consultation and analysis as long as the research is used. This includes additional analysis, memos, conference calls, and presentations as needed. EMC frequently presents unique, tailored versions of its presentations to disparate client and stakeholder teams and is happy to work with the City to refine, improve, and tailor our reporting for various audiences, as needed.

Staff Availability and Meeting Deadlines

EMC Research confirms that our team is available and includes all of the necessary staff to conduct the annual community survey as outlined above and in the request for proposal. EMC routinely turns around projects in short time frames without compromising quality. EMC has a longstanding reputation for the capacity to perform under tight deadlines. Our clients know us as flexible and responsive, and we regard this reputation as one of our key brand attributes.

Annually, about 80 percent of the firm's projects are with repeat clients, who return to EMC for its proven experience and expertise. They value EMC as a trusted partner who will provide reliable data and actionable insights to inform the critical decisions they need to make. Clients routinely praise EMC's high-quality work, and value its ability to complete work on time and on budget. Most of all, clients appreciate our hands-on approach to ensuring they have the insights and guidance they need, at no extra charge, for the life of the project.

EMC is able sustain an exceptional quality of work for its clients, along with consistency in its on-time and on-budget performance, by instituting several processes and policies to guide its day-to-day operations. The project team is available via email, telephone, web conference and mobile phone for the City of Redmond. EMC holds weekly company-wide staff meetings to share capacity status and dynamically distribute workloads. Additionally, EMC has developed a custom workload management resource program that tracks each staff member's projects and allows us to dynamically review and rebalance workload to ensure each project gets the attention it deserves. This flexibility of contact allows the client and stakeholders full access to its research team.

EMC's system of resource management allows us to give every client and project the staff, time, and expertise needed to meet their goals, even when a project necessitates quick turnaround time or extra staff time. Projects are assigned to Principals, Directors, and Associates based on many factors, including existing relationships, location, specialty, and availability; however, we often bring in other staff members when a particular expertise in methodology or subject matter is called for, or if a project's timeline requires more staff time than the primary team members can provide.

EMC's process for interaction with its internal project team involves constant communication through staff meetings and all project team members receiving all relevant communications (i.e. voice mails and emails). Further, EMC analysts who are not assigned to the project review draft questionnaires for quality control. More importantly, the client is also kept fully abreast of the status of the project, and our timelines build in ample time for client review, comment, edit, and approval of key deliverables, including the questionnaire, report, and presentations.

Before starting a project, EMC Research constructs a project timeline in accordance with your needs. However, timelines often change in survey research because of changing client needs, shifting deadlines, and a fluid public opinion environment. Our experience has made us adept at responding to those changes and we have always met or exceeded timeline expectations.

At EMC Research, we are dedicated to constant improvement and are always seeking new opportunities to innovate with new research methods and new methods of analysis and reporting. We are on the cutting edge of new methodologies to address declining response rates, utilizing email-to-web, web panels, SMS invitations, and address-based-sampling approaches. Our innovative spirit also extends to the tools and measures we take to managing projects, quality control, and analysis and reporting. EMC provides a unique combination of decades of experience paired with the constant innovation needed to solve the challenges that have faced the industry over EMC's last three decades in business.

Business License

EMC Research, Inc. currently has an active business license in the City of Redmond and understands and agrees to renew its license as a requirement for performing research services for the City.

Valid Time Period

The terms of this proposal are valid for 90 days following the receipt of this proposal.



Memorandum

Date: 11/15/2022
Meeting of: City Council

File No. AM No. 22-178
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Haritha Narra	Financial Planning Manager
Finance	Marissa Flynn	Senior Financial Analyst

TITLE:
Adoption of an Ordinance for a 2021-2022 Budget Adjustment

- a. Ordinance No. 3099: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, 3042, 3045, 3046, 3047, 3048, 3049, 3050, 3051, 3069, and 3076 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

OVERVIEW STATEMENT:

The purpose of this budget adjustment is to formally recognize \$29.8M of new and increased revenue sources, increase the budget for projects and programs previously approved by the Council, increase the budget for a new City need, and make minor corrections identified throughout the biennium.

New and Increased Revenue:

- **Microsoft Vaccination Site - \$701,990**
 - The City has been reimbursed for Police and Fire Department overtime incurred while staffing the Microsoft Vaccination site beginning in 2021. This adjustment will increase both revenue and expenditure budgets in the General Fund.
- **Traffic Operations Knock Downs - \$57,742**
 - When traffic signals are hit and knocked down by motorists, insurance recoveries are accumulated in the City’s Risk Insurance Fund. This adjustment recognizes budget for these reimbursements, transfers the revenue to the General Fund, and increases the Traffic Operations budget where repairs and replacements of the damaged equipment were charged.
- **Fire Station 16 FEMA Grant - \$1,796,436**
 - The City was awarded a Federal Emergency Management Agency (FEMA) grant, which was accepted by Council on April 19, 2022, to aid in seismic upgrades to Fire Station 16. This adjustment will increase both revenue and expenditure budgets in the General Government CIP Fund.

- **90th Street Paving Grant - \$146,000**
 - The City was awarded a Puget Sound Regional Council grant, which was accepted by Council on July 6, 2021, to aid in the 90th Street Paving project. This adjustment will increase the revenue and ending fund balance budgets in the Transportation Maintenance Projects Fund.
- **Willow Run/Facebook Building X - \$100,000**
 - The City is part of a three-party contract with Willow Run, LLC and Aegis Engineering for technical review and inspection of performance-based elements for a new high-rise building. The contract's maximum payout amount was increased by \$100,000, which was accepted by Council on March 1, 2022, in order to accommodate unanticipated technical challenges related to the complex nature of the performance-based design. All costs incurred by the City are fully reimbursed by Willows Run, LLC. This adjustment will increase both revenue and expenditure budgets in the General Fund.
- **Transit Oriented Development and Implementation (TODI) Grant - \$115,000**
 - The City has been awarded a grant by the Washington State Department of Commerce, which was accepted by Council on April 29, 2022, to facilitate the adoption and implementation of transit-oriented development. This adjustment will increase both revenue and expenditure budgets in the General Fund.
- **Community Development Block Grant (CDBG) - Coronavirus Funds - \$392,857**
 - HUD's Office of Community Planning and Development (CPD) has allocated a third round of Community Development Block Grant- Coronavirus funds (CDBG-CV3) to the City. Council approved the funding allocations for this program on May 18, 2021. This adjustment will increase both revenue and expenditure budgets in the General Fund.
- **Body-Worn Cameras Grant - \$170,000**
 - The City has been awarded a grant by the Department of Justice to aid in the implementation and expansion of body-worn camera programs, which was accepted by Council on April 5, 2022. This adjustment will increase both revenue and expenditure budgets in the General Fund.
- **Economic Development Grant - \$120,000**
 - The City has been awarded an Economic Development grant by the Port of Seattle, which was accepted by Council on May 17, 2022. This adjustment will increase both revenue and expenditure budgets in the General Fund.
- **Cable Access Fees - \$34,584**
 - The City renegotiated its Cable Franchise Agreement with Comcast Cable Company, resulting in an expected increase in revenue. Council approved this agreement on July 6, 2021. This adjustment will increase both revenue and expenditure budgets in the Cable Access Fund.

Existing Projects and Programs:

- **Redmond Senior & Community Center Debt Service - \$350,375**
 - The City issued Limited Tax General Obligation Bonds totaling \$16,600,000, approved by Council on April 5, 2022, resulting in a scheduled interest payment in 2022. This adjustment will provide for a budgeted transfer from the Parks CIP Fund to the Debt Service Fund and an increase in both revenue and expenditure budgets in the Debt Service Fund.

- **City Hall Bond Refunding - \$18,850,000**
 - The City refunded Limited Tax General Obligation Refunding Bonds (2013) approved by Council on August 17, 2021, resulting in an inflow of funds from the new debt issuance and an outflow of funds to pay off the 2013 bonds. This adjustment will increase both revenue and expenditure budgets in the Debt Service Fund.
- **Electric Vehicle (EV) Charging - \$596,400**
 - The City proposed a project to upgrade electrical services at two City facilities to facilitate the installation of EV charging stations. The project was approved by Council on October 19, 2021. This adjustment will provide for a budgeted transfer from the REET Fund to the General Government CIP Fund in the amount of \$556,400 as well as a transfer from the Development Agreement Fund to the General Government CIP Fund in the amount of \$40,000 as this portion is to be funded by Microsoft.
- **Events Program Coordinator - \$159,390**
 - The Events Program Coordinator (1.00 FTE) was one of eight positions restored during the 2021-2022 biennium, following reductions made in response to the COVID-19 pandemic in 2020. These restorations were approved by Council on April 6, 2021. This adjustment provides one-time funding for the position from the Salary and Benefit Contingency through December 31, 2022 and will include a transfer from the General Fund to the Community Events Fund.
- **Risk Insurance Premiums - \$1,135,000**
 - The City became a member of the Cities Insurance Association of Washington (CIAW) through an interlocal agreement which was approved by Council on October 4, 2022. This adjustment provides for a budgeted transfer from the General Fund to the Risk Insurance Fund to accommodate the increase in insurance premiums for the 2021-2022 biennium. Budgeted sales tax will be increased to fund the transfer.

New Items:

- **Workers Compensation - \$1,300,000**
 - The Workers Compensation Fund has seen a rise in the number of claims as well as an increase in the cost of claims. This adjustment will provide for a budgeted transfer from the General Fund to the Workers Compensation Fund to fully cover the cost of claims in the 2021-2022 biennium as well as provide needed funding for claims that will likely be settled in the 2023-2024 biennium. Budgeted sales tax will be increased to fund the transfer.

Corrections:

- **Senior Center ADA - \$500,000**
 - During budget deliberations for the 2021-2022 biennium, Council chose to budget a \$400,000 transfer from the Real Estate Excise Tax (REET) Fund to the Transportation CIP Fund for the Americans with Disabilities Act (ADA) program as well as a \$100,000 transfer from the Recreation Analysis project in the Parks Maintenance Projects Fund to provide partial funding for the Senior Center Analysis project in the Parks CIP Fund. These changes were made in the 2021-2022 budget document but were inadvertently excluded from the total adopted budget in the ordinance. This adjustment aligns the 2021-2022 budget ordinance with Council's original intent.
- **Fire Stations 14 and 18 Seismic Retrofits - \$350,000**

- Seismic retrofits at Fire Stations 14 and 18 are Fire District 34 projects which are managed by the City. The City determined that the District is not contractually obligated to pay for certain project costs, so this adjustment will provide for a budgeted transfer from the REET Fund to the General Government CIP Fund to cover the amount for which the City is responsible.
- **Parks Property Tax - \$437,653**
 - In 2018 the annual transfer of property tax revenue from the General Fund to the Parks Levy and Parks Maintenance & Operations Funds was inadvertently under-budgeted. This adjustment corrects this error by providing for a one-time budgeted transfer from the General Fund to the Parks Levy and Parks Maintenance & Operations Funds in the amount of \$217,730 and \$219,923 respectively.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Fiscal Policies
- **Required:**
RCW 35A.33.120 Funds-Limitations on expenditures-Transfers and adjustments.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

This budget adjustment is necessary to align City financial records with decisions made by the Council.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$29,806,169

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

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

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	N/A	N/A

Proposed Upcoming Contact(s)

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

Time Constraints:

All budget adjustments for the 2021-2022 biennium must be approved no later than December 31, 2022.

ANTICIPATED RESULT IF NOT APPROVED:

Multiple funds would end the biennium over-budget.

ATTACHMENTS:

Attachment A: Ordinance: 2021-2022 Budget Adjustment #12-30
Exhibit 1: Summary of 2021-2022 Budget Adjustments

NON-CODE

ATTACHMENT A

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING ORDINANCE NO. 3026, 3041, 3042, 3045, 3046, 3047, 3048, 3049, 3050, 3051, 3069, and 3076 BY MAKING ADJUSTMENTS TO THE CITY'S 2021-2022 BIENNIAL BUDGET, IN EXHIBIT 1

WHEREAS, the Finance Director has identified the need to make certain revisions to the 2021-2022 biennial City budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made.

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

Section 1. Ordinance No. 3026 adopting the 2021-2022 biennial budget, passed by the City Council on December 10, 2020, and as amended by Ordinance No. 3041, 3042, 3045, 3046, 3047, 3048, 3049, 3050, 3051, 3069, and 3076 is hereby amended to recognize new and increased revenue sources, appropriate funds for projects and programs previously approved by Council, and make minor corrections identified throughout the 2021-2022 biennium.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 15th day of November, 2022.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL D. XANTHOS, CMC, 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.: _____

EXHIBIT 1

Summary of 2021-2022 Budget Adjustments

Fund Number	Fund Name	2021-2022 Adopted Budget (Ord 3026)	Adjustment #1	Adjustment #2	Adjustment #3	Adjustment #4	Adjustment #5	Adjustment #6	Adjustment #7	Adjustment #8
			Human Services Funding (Ord 3041)	Development Surge (Ord 3042)	Beginning Fund Balance Excl. GF (Ord 3045)	Body Worn Cameras (Ord 3046)	Redmond Central Connector Ph. 3 (Ord 3047)	Priority Maintenance (Ord 3048)	Municipal Facilities Reserves (Ord 3049)	ARPA - Tourism (Ord 3050)
100	General Fund	\$ 201,732,921	\$ 500,000	\$ 1,530,000	\$ -	\$ 3,961,110	\$ 2,800,000	\$ 1,800,000	\$ 15,611,470	\$ 364,157
011	Arts Activity	679,044	-	-	(4,365)	-	-	-	-	-
012	Parks Maintenance & Operations	3,636,220	-	-	54,869	-	-	-	-	-
013	Community Events	762,363	-	-	(14,164)	-	-	-	-	-
019	Human Services Grant Fund	5,279,457	500,000	-	(565,425)	-	-	-	-	-
020	Fire Equipment Reserve	4,430,207	-	-	(55,822)	-	-	-	-	-
021	Operating Reserve	8,029,824	-	-	115,297	-	-	-	-	-
025	COVID Recovery Fund	-	-	-	-	-	-	-	-	-
027	Capital Replacement Reserve	4,853,833	-	-	568,568	-	-	-	-	-
030	Business Tax	11,849,645	-	-	(45,482)	-	-	-	-	-
031	Real Property Fund	1,055,114	-	-	1,916,692	-	-	-	-	-
035	Fire Levy Fund	6,912,244	-	-	28,366	-	-	-	-	-
036	Police Levy Fund	8,805,302	-	-	(1,273,576)	-	-	-	-	-
037	Parks Levy Fund	1,200,074	-	-	(26,940)	-	-	-	-	-
095	Parks Maintenance Projects	1,839,253	-	-	150,195	-	-	-	-	-
096	Transportation Maintenance Project	14,988,555	-	-	3,647,405	-	-	-	-	-
099	General Governmental Maint	18,292,452	-	-	1,626,940	-	-	-	-	-
110	Recreation Activity	4,207,550	-	-	145,037	-	-	-	-	-
115	Development Review	19,581,584	-	-	386,969	-	-	-	-	-
117	Cable Access Fund	66,982	-	-	(2,588)	-	-	-	-	-
118	Operating Grants	2,360,334	-	-	389,383	-	-	-	-	-
122	Advanced Life Support	19,695,613	-	-	(250,666)	-	-	-	-	-
124	Fire Donations Fund	615,903	-	-	610	-	-	-	-	-
125	Real Estate Excise Tax	23,121,488	-	-	2,698,725	-	-	-	-	-
126	Drug Enforcement	117,601	-	-	3,241	-	-	-	-	-
131	Tourism (Hotel/Motel Tax)	2,090,906	-	-	(33,691)	-	-	-	-	364,157
140	Solid Waste Recycling	3,291,433	-	-	92,999	-	-	-	-	-
233	Non-Voted GO Bonds - Parks	9,583,033	-	-	(1,505)	-	-	-	-	-
315	Parks Capital Projects	17,541,679	-	-	4,285,265	-	2,800,000	-	-	-
316	Transportation Capital Project	47,582,673	-	-	(5,452,216)	-	-	-	-	-
319	General Governmental Capital	8,224,108	-	-	1,479,469	-	-	-	15,611,470	-
361	CFD 2014-1	7,631,421	-	-	-	-	-	-	-	-
362	CFD 2016-1	10,751,459	-	-	-	-	-	-	-	-
401	Water/Wastewater	84,418,594	-	-	931,718	-	-	-	-	-
402	UPD - Water/Wastewater	21,339,048	-	-	834,329	-	-	-	-	-
403	Water/Wastewater Capital Proj	18,394,238	-	-	9,213,532	-	-	-	-	-
404	Wastewater Capital Project	15,453,667	-	-	2,609,901	-	-	-	-	-
405	Stormwater Management	37,572,031	-	-	(923,426)	-	-	-	-	-
406	Stormwater Management Capital	45,594,836	-	-	6,300,334	-	-	-	-	-
407	UPD - Capital Projects	11,893,066	-	-	823,137	-	-	-	-	-
408	UPD Wastewater Capital Project	14,021,357	-	-	510,824	-	-	-	-	-
501	Fleet Maintenance	9,933,236	-	-	(318,076)	-	-	-	-	-
510	Insurance Claims & Reserves	3,714,231	-	-	(65,189)	-	-	-	-	-
511	Medical Self Insurance	34,128,975	-	-	110,814	-	-	-	-	-
512	Worker's Compensation	4,802,738	-	-	(384,966)	-	-	-	-	-
520	Information Technology	23,103,404	-	-	70,551	-	-	-	-	-
		\$ 795,179,696	\$ 1,000,000	\$ 1,530,000	\$ 29,577,073	\$ 3,961,110	\$ 5,600,000	\$ 1,800,000	\$ 31,222,940	\$ 728,314

Notes:

Ordinance #3026 establishing the 2021-2022 budget was approved by Council on December 10, 2020.
 Ordinances #3041 and 3042 amending the 2021-2022 budget were approved by Council on July 20, 2021.
 Ordinances #3045, 3046, 3047, 3048, 3049, 3050, and 3051 amending the 2021-2022 budget were approved by Council on November 1, 2021.
 Ordinance #3069 amending the 2021-2022 budget were approved by Council on February 15, 2022.

EXHIBIT 1

Summary of 2021-2022 Budget Adjustments

17000000

Fund Number	Fund Name	Adjustment #9 ARPA - COVID Recovery Fund (Ord 3051)	Adjustment #10 Redmond Senior and Comm Center (Ord 3069)	Adjustment #11 Redmond Senior and Comm Center (Ord 3076)	#12 Microsoft Vaccination Site (Ord XXXX)	#13 Knock Downs (Ord XXXX)	#14 Fire Station 16 FEMA Grant (Ord XXXX)	#15 90th Street Paving (Ord XXXX)	#16 Facebook Building X (Ord XXXX)	#17 TODI Grant (Ord XXXX)
100	General Fund	\$ 9,564,842	\$ -	\$ -	\$ 701,990	\$ 57,742	\$ -	\$ -	\$ 100,000	\$ 115,000
011	Arts Activity	-	-	-	-	-	-	-	-	-
012	Parks Maintenance & Operations	-	-	-	-	-	-	-	-	-
013	Community Events	-	-	-	-	-	-	-	-	-
019	Human Services Grant Fund	-	-	-	-	-	-	-	-	-
020	Fire Equipment Reserve	-	-	-	-	-	-	-	-	-
021	Operating Reserve	-	-	-	-	-	-	-	-	-
025	COVID Recovery Fund	9,564,842	-	-	-	-	-	-	-	-
027	Capital Replacement Reserve	-	-	-	-	-	-	-	-	-
030	Business Tax	-	-	-	-	-	-	-	-	-
031	Real Property Fund	-	-	-	-	-	-	-	-	-
035	Fire Levy Fund	-	-	-	-	-	-	-	-	-
036	Police Levy Fund	-	-	-	-	-	-	-	-	-
037	Parks Levy Fund	-	-	-	-	-	-	-	-	-
095	Parks Maintenance Projects	-	-	-	-	-	-	-	-	-
096	Transportation Maintenance Project	-	-	-	-	-	146,000	-	-	-
099	General Governmental Maint	-	-	-	-	-	-	-	-	-
110	Recreation Activity	-	-	-	-	-	-	-	-	-
115	Development Review	-	-	-	-	-	-	-	-	-
117	Cable Access Fund	-	-	-	-	-	-	-	-	-
118	Operating Grants	-	-	-	-	-	-	-	-	-
122	Advanced Life Support	-	-	-	-	-	-	-	-	-
124	Fire Donations Fund	-	-	-	-	-	-	-	-	-
125	Real Estate Excise Tax	-	-	-	-	-	-	-	-	-
126	Drug Enforcement	-	-	-	-	-	-	-	-	-
131	Tourism (Hotel/Motel Tax)	-	-	-	-	-	-	-	-	-
140	Solid Waste Recycling	-	-	-	-	-	-	-	-	-
233	Non-Voted GO Bonds - Parks	-	-	-	-	-	-	-	-	-
315	Parks Capital Projects	-	25,236,000	4,000,000	-	-	-	-	-	-
316	Transportation Capital Project	-	-	-	-	-	-	-	-	-
319	General Governmental Capital	-	-	-	-	-	1,796,436	-	-	-
361	CFD 2014-1	-	-	-	-	-	-	-	-	-
362	CFD 2016-1	-	-	-	-	-	-	-	-	-
401	Water/Wastewater	-	-	-	-	-	-	-	-	-
402	UPD - Water/Wastewater	-	-	-	-	-	-	-	-	-
403	Water/Wastewater Capital Proj	-	-	-	-	-	-	-	-	-
404	Wastewater Capital Project	-	-	-	-	-	-	-	-	-
405	Stormwater Management	-	-	-	-	-	-	-	-	-
406	Stormwater Management Capital	-	-	-	-	-	-	-	-	-
407	UPD - Capital Projects	-	-	-	-	-	-	-	-	-
408	UPD Wastewater Capital Project	-	-	-	-	-	-	-	-	-
501	Fleet Maintenance	-	-	-	-	-	-	-	-	-
510	Insurance Claims & Reserves	-	-	-	-	57,742	-	-	-	-
511	Medical Self Insurance	-	-	-	-	-	-	-	-	-
512	Worker's Compensation	-	-	-	-	-	-	-	-	-
520	Information Technology	-	-	-	-	-	-	-	-	-
		\$ 19,129,684	\$ 25,236,000	\$ 4,000,000	\$ 701,990	\$ 115,484	\$ 1,796,436	\$ 146,000	\$ 100,000	\$ 115,000

Notes:
 Ordinance #3026 establishing the 2021-2022 budget was approved by Council on December 10, 2020.
 Ordinances #3041 and 3042 amending the 2021-2022 budget were approved by Council on July 20, 2021.
 Ordinances #3045, 3046, 3047, 3048, 3049, 3050, and 3051 amending the 2021-2022 budget were approved by Council on November 1, 2021.
 Ordinance #3069 amending the 2021-2022 budget were approved by Council on November 1, 2021.
 Ordinance #3076 amending the 2021-2022 budget was approved by Council on February 15, 2022.

EXHIBIT 1

Summary of 2021-2022 Budget Adjustments

Fund Number	Fund Name	#18 CDGB Grant (Ord XXXX)	#19 Body-Worn Camera Grant (Ord XXXX)	#20 Economic Development Grant (Ord XXXX)	#21 Cable Access Fees (Ord XXXX)	#22 RSCC Debt Service (Ord XXXX)	#23 City Hall Bond Refunding (Ord XXXX)	#24 Electric Vehicle Charging (Ord XXXX)	#25 Events Program Coordinator (Ord XXXX)	#26 Risk Insurance (Ord XXXX)
100	General Fund	\$ 392,857	\$ 170,000	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,135,000
011	Arts Activity	-	-	-	-	-	-	-	-	-
012	Parks Maintenance & Operations	-	-	-	-	-	-	-	-	-
013	Community Events	-	-	-	-	-	-	159,390	-	-
019	Human Services Grant Fund	-	-	-	-	-	-	-	-	-
020	Fire Equipment Reserve	-	-	-	-	-	-	-	-	-
021	Operating Reserve	-	-	-	-	-	-	-	-	-
025	COVID Recovery Fund	-	-	-	-	-	-	-	-	-
027	Capital Replacement Reserve	-	-	-	-	-	-	-	-	-
030	Business Tax	-	-	-	-	-	-	-	-	-
031	Real Property Fund	-	-	-	-	-	-	-	-	-
035	Fire Levy Fund	-	-	-	-	-	-	-	-	-
036	Police Levy Fund	-	-	-	-	-	-	-	-	-
037	Parks Levy Fund	-	-	-	-	-	-	-	-	-
095	Parks Maintenance Projects	-	-	-	-	-	-	-	-	-
096	Transportation Maintenance Project	-	-	-	-	-	-	-	-	-
099	General Governmental Maint	-	-	-	-	-	-	-	-	-
110	Recreation Activity	-	-	-	-	-	-	-	-	-
115	Development Review	-	-	-	-	-	-	-	-	-
117	Cable Access Fund	-	-	-	34,584	-	-	-	-	-
118	Operating Grants	-	-	-	-	-	-	-	-	-
122	Advanced Life Support	-	-	-	-	-	-	-	-	-
124	Fire Donations Fund	-	-	-	-	-	-	-	-	-
125	Real Estate Excise Tax	-	-	-	-	-	-	-	-	-
126	Drug Enforcement	-	-	-	-	-	-	-	-	-
131	Tourism (Hotel/Motel Tax)	-	-	-	-	-	-	-	-	-
140	Solid Waste Recycling	-	-	-	-	-	-	-	-	-
233	Non-Voted GO Bonds - Parks	-	-	-	-	350,375	18,850,000	-	-	-
315	Parks Capital Projects	-	-	-	-	-	-	-	-	-
316	Transportation Capital Project	-	-	-	-	-	-	-	-	-
319	General Governmental Capital	-	-	-	-	-	-	596,400	-	-
361	CFD 2014-1	-	-	-	-	-	-	-	-	-
362	CFD 2016-1	-	-	-	-	-	-	-	-	-
401	Water/Wastewater	-	-	-	-	-	-	-	-	-
402	UPD - Water/Wastewater	-	-	-	-	-	-	-	-	-
403	Water/Wastewater Capital Proj	-	-	-	-	-	-	-	-	-
404	Wastewater Capital Project	-	-	-	-	-	-	-	-	-
405	Stormwater Management	-	-	-	-	-	-	-	-	-
406	Stormwater Management Capital	-	-	-	-	-	-	-	-	-
407	UPD - Capital Projects	-	-	-	-	-	-	-	-	-
408	UPD Wastewater Capital Project	-	-	-	-	-	-	-	-	-
501	Fleet Maintenance	-	-	-	-	-	-	-	-	-
510	Insurance Claims & Reserves	-	-	-	-	-	-	-	-	1,135,000
511	Medical Self Insurance	-	-	-	-	-	-	-	-	-
512	Worker's Compensation	-	-	-	-	-	-	-	-	-
520	Information Technology	-	-	-	-	-	-	-	-	-
		\$ 392,857	\$ 170,000	\$ 120,000	\$ 34,584	\$ 350,375	\$ 18,850,000	\$ 596,400	\$ 159,390	\$ 2,270,000

Notes:

Ordinance #3026 establishing the 2021-2022 budget was approved by Council on December 10, 2020.
 Ordinances #3041 and 3042 amending the 2021-2022 budget were approved by Council on July 20, 2021.
 Ordinances #3045, 3046, 3047, 3048, 3049, 3050, and 3051 amending the 2021-2022 budget were approved by Council on November 1, 2021.
 Ordinance #3069 amending the 2021-2022 budget were approved by Council on February 15, 2022.

EXHIBIT 1

Summary of 2021-2022 Budget Adjustments

Fund Number	Fund Name	#27 Workers Compensation (Ord XXXX)	#28 Senior Center ADA (Ord XXXX)	#29 Fire Stations 14 & 18 (Ord XXXX)	#30 Parks Property Tax (Ord XXXX)	Revised 2021-2022 Budget
100	General Fund	\$ 1,300,000	\$ -	\$ -	\$ -	\$ 237,864,500
011	Arts Activity	-	-	-	-	674,679
012	Parks Maintenance & Operations	-	-	-	219,923	3,691,089
013	Community Events	-	-	-	-	748,199
019	Human Services Grant Fund	-	-	-	-	5,214,032
020	Fire Equipment Reserve	-	-	-	-	4,374,385
021	Operating Reserve	-	-	-	-	8,145,121
025	COVID Recovery Fund	-	-	-	-	9,564,842
027	Capital Replacement Reserve	-	-	-	-	5,422,401
030	Business Tax	-	-	-	-	11,804,163
031	Real Property Fund	-	-	-	-	2,971,806
035	Fire Levy Fund	-	-	-	-	6,940,610
036	Police Levy Fund	-	-	-	-	7,531,726
037	Parks Levy Fund	-	-	-	217,730	1,173,134
095	Parks Maintenance Projects	-	-	-	-	1,989,448
096	Transportation Maintenance Project	-	-	-	-	18,635,960
099	General Governmental Maint	-	-	-	-	19,919,392
110	Recreation Activity	-	-	-	-	4,352,587
115	Development Review	-	-	-	-	19,968,553
117	Cable Access Fund	-	-	-	-	64,394
118	Operating Grants	-	-	-	-	2,749,717
122	Advanced Life Support	-	-	-	-	19,444,947
124	Fire Donations Fund	-	-	-	-	616,513
125	Real Estate Excise Tax	-	-	-	-	25,820,213
126	Drug Enforcement	-	-	-	-	120,842
131	Tourism (Hotel/Motel Tax)	-	-	-	-	2,421,372
140	Solid Waste Recycling	-	-	-	-	3,384,432
233	Non-Voted GO Bonds - Parks	-	-	-	-	28,781,903
315	Parks Capital Projects	-	100,000	-	-	53,962,944
316	Transportation Capital Project	-	400,000	-	-	42,530,457
319	General Governmental Capital	-	-	350,000	-	28,057,883
361	CFD 2014-1	-	-	-	-	7,631,421
362	CFD 2016-1	-	-	-	-	10,751,459
401	Water/Wastewater	-	-	-	-	85,350,312
402	UPD - Water/Wastewater	-	-	-	-	22,173,377
403	Water/Wastewater Capital Proj	-	-	-	-	27,607,770
404	Wastewater Capital Project	-	-	-	-	18,063,568
405	Stormwater Management	-	-	-	-	36,648,605
406	Stormwater Management Capital	-	-	-	-	51,895,170
407	UPD - Capital Projects	-	-	-	-	12,716,203
408	UPD Wastewater Capital Project	-	-	-	-	14,532,181
501	Fleet Maintenance	-	-	-	-	9,615,160
510	Insurance Claims & Reserves	-	-	-	-	4,841,784
511	Medical Self Insurance	-	-	-	-	34,239,789
512	Worker's Compensation	1,300,000	-	-	-	5,717,772
520	Information Technology	-	-	-	-	23,173,955
		\$ 2,600,000	\$ 500,000	\$ 350,000	\$ 437,653	\$ 943,900,770

Notes:

Ordinance #3026 establishing the 2021-2022 budget was approved by Council on December 10, 2020.
 Ordinances #3041 and 3042 amending the 2021-2022 budget were approved by Council on July 20, 2021.
 Ordinances #3045, 3046, 3047, 3048, 3049, 3050, and 3051 amending the 2021-2022 budget were approved by Council on November 1, 2021.
 Ordinance #3069 amending the 2021-2022 budget were approved by Council on February 15, 2022.



Memorandum

Date: 11/15/2022
Meeting of: City Council

File No. AM No. 22-179
Type: Public Hearing

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:
2023-2024 Preliminary Budget Public Hearing #5

OVERVIEW STATEMENT:
Hold final public hearing to gather public comments on the 2023-2024 Preliminary Budget.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Per Revised Code of Washington (RCW) 35.34.090/35A.34.090, the legislative body, or a committee thereof, must schedule preliminary "hearings on the budget or parts thereof" prior to the final budget hearing, which must be on or before the first Monday in December.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Public hearings provide a formal opportunity for Redmond residents and business owners to give public testimony regarding the proposed budget.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• **Timeline (previous or planned):**

Four public hearings have been held to date:

- July 5, 2022: 2023-2028 Capital Investment Program
- August 16, 2022: 2023-2028 Capital Investment Program
- October 18, 2022: Property taxes and other revenue sources for the coming fiscal year, which is required under RCW 84.55.120
- November 1, 2022: 2023-2024 Preliminary Budget, which was presented to the City Council and made publicly available on October 4, 2022

The public hearing on November 15, 2022 represents the fifth and final public hearing on the 2023-2024 Preliminary Budget.

• **Outreach Methods and Results:**

N/A

• **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

Yes

No

N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

Yes

No

N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/5/2022	Business Meeting	Receive Information
8/16/2022	Business Meeting	Receive Information
10/18/2022	Business Meeting	Receive Information
11/1/2022	Business Meeting	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
12/6/2022	Business Meeting	Approve

Time Constraints:

The final public hearing must be on or before the first Monday in December. The 2023-2024 budget is scheduled to be adopted on December 6, 2022.

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

N/A



Memorandum

Date: 11/15/2022
Meeting of: City Council

File No. AM No. 22-180
Type: Staff Report

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Kelley Cochran	Deputy Finance Director
Finance	Haritha Narra	Financial Planning Manager

TITLE:
Third Quarter 2022 Financial Report

OVERVIEW STATEMENT:

The purpose of this staff report is to review the City’s quarterly financial performance from January 1, 2021 through September 30, 2022.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The key financial highlights from January 1, 2021 through September 30, 2022 include the following:

General Fund

- **Total revenues** are 26.1%, or \$42.9 million, above target.
- **Property tax** is 0.2%, or \$56,000, above target.
- **Sales & use taxes** are 79.1%, or \$37.1 million, above target primarily due to the high level of development activity. This includes retail sales tax, criminal justice sales tax, and use tax. Ongoing retail sales tax is 25.6%, or \$10.7 million, above target. One-time retail sales tax, which primarily relates to construction, is \$30.2 million through September 30, 2022.
- **Utility & other taxes** are 7.6%, or \$1.4 million, above target primarily due to an electric and gas utility tax spike.
- **Intergovernmental revenues** are 5.5%, or \$1.6 million, above target primarily due to the second half of the American rescue Plan Act (ARPA) grant award, which was received in August 2022.
- **License & permit fees** are 22.2%, or \$4.5 million, above target primarily due to the high level of development activity.
- **Total expenditures** are 6.6%, or \$14.1 million, below target primarily due to position vacancies, reduced spending on travel and training, and the budget adjustments adopted by ordinance on August 17, 2021.

Other Funds

- **Recreation Activity Fund:** Total revenues are 42.2%, or \$897,000, above target primarily due to indoor programs starting in 2022, winter/spring/summer program registrations, field rentals, and donations.
- **Water/Wastewater M&O Fund:** Total revenues are 9.1%, or \$5.9 million, more than total expenditures. Commercial water consumption is 2.2% below target.
- **Capital Investment Program:** Total expenditures are 54.6% of budget at the 87.5% point of the 2021-2022 biennium.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
N/A

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

If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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



Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Third Quarter 2022 Financial Report Presentation



2021-2022 Budget
Third Quarter 2022 Financial Report

November 15, 2022





Agenda

- Brief review of major funds
 - General Fund
 - Water/Wastewater M&O Fund
 - Recreation Activity Fund
 - Capital Investment Program Funds

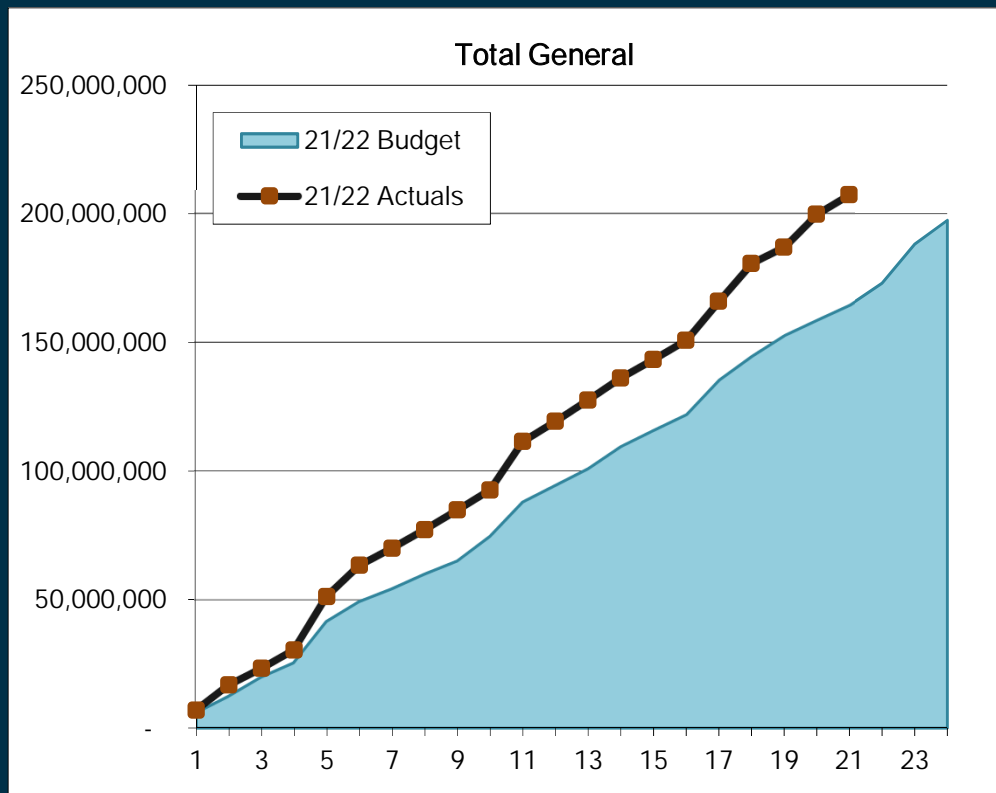
General Fund Revenues

Through Q3 2022 vs. Through Q3 2021

- Total revenues are up 3.6% (\$3.1M)
 - Sales & Use Taxes are up 7.5% (\$2.6M)
 - Utility & Other Taxes are up 18.3% (\$1.5M)
 - License & Permit Fees are down 2.2% (\$245,000)
 - Intergovernmental Revenues are down 10.1% (\$1.3M)

General Fund Revenues

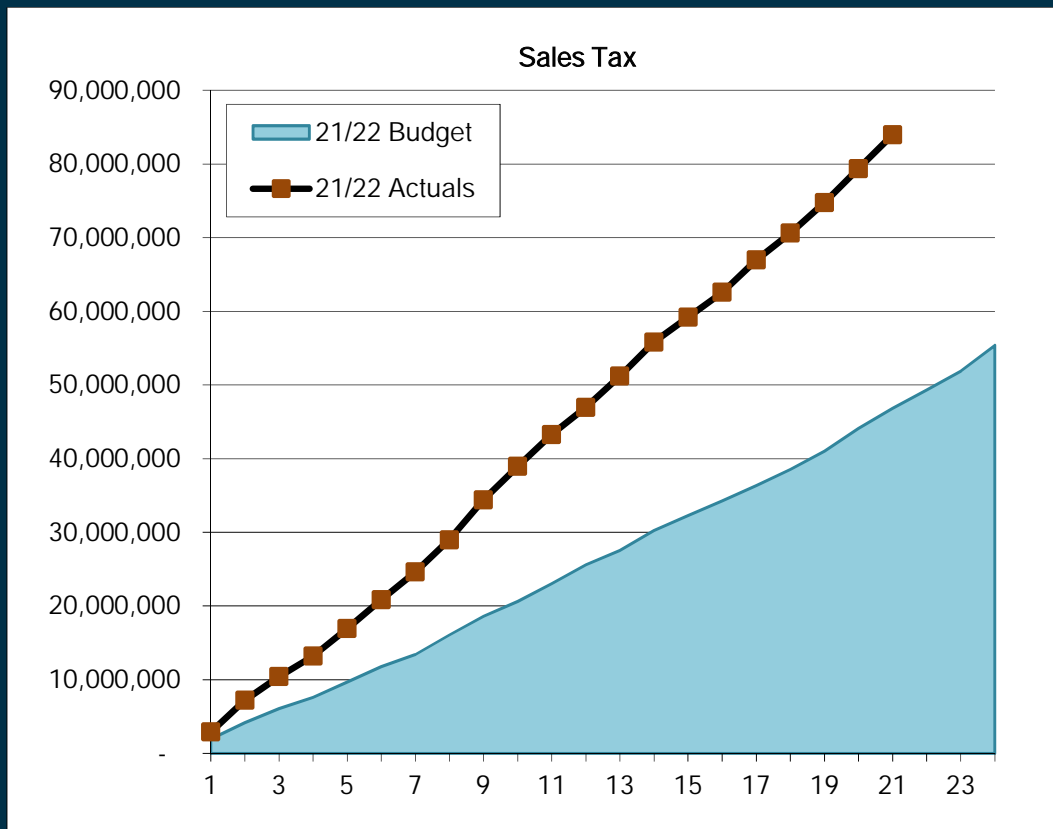
Budget to Actual Through Q3 2022



- Total revenues = \$207.4M, which is 26.1% (\$42.9M) > target
- Primary drivers:
 - Sales & use taxes
 - License & permit fees

General Fund – Sales & Use Taxes

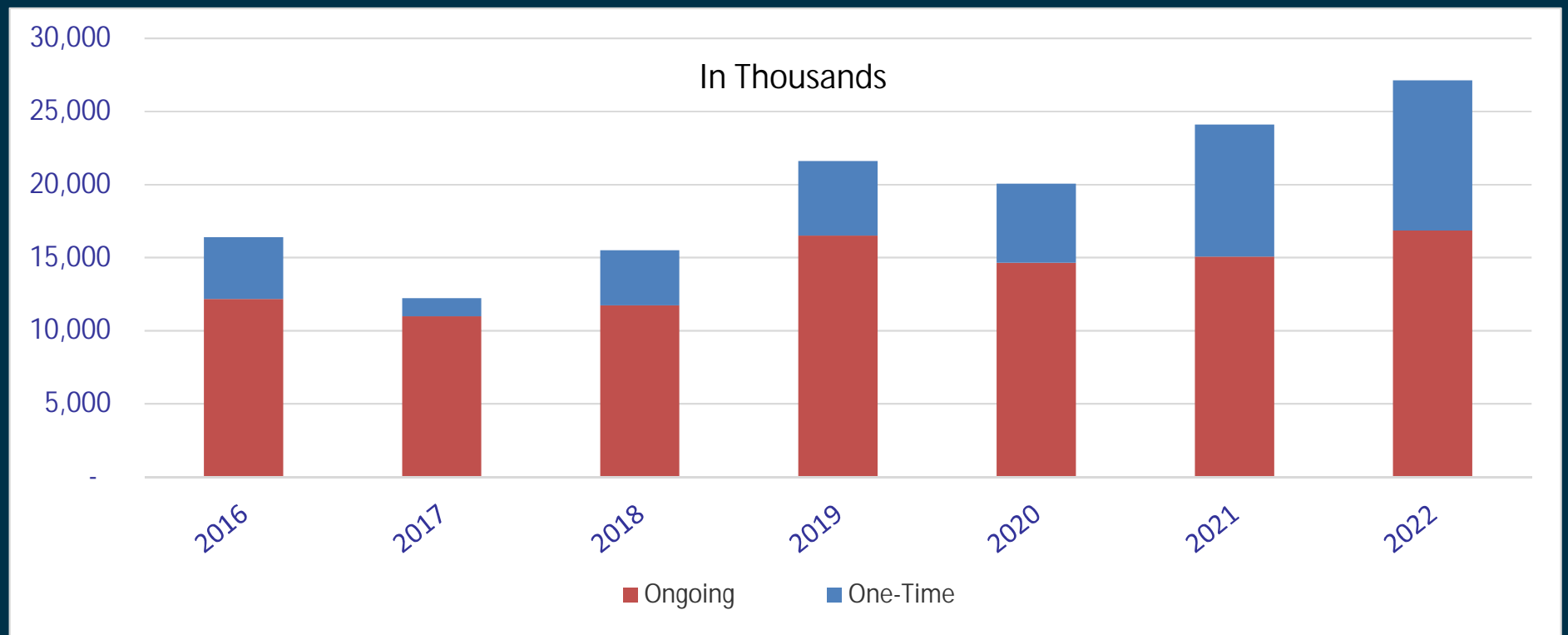
Budget to Actual Through Q3 2022



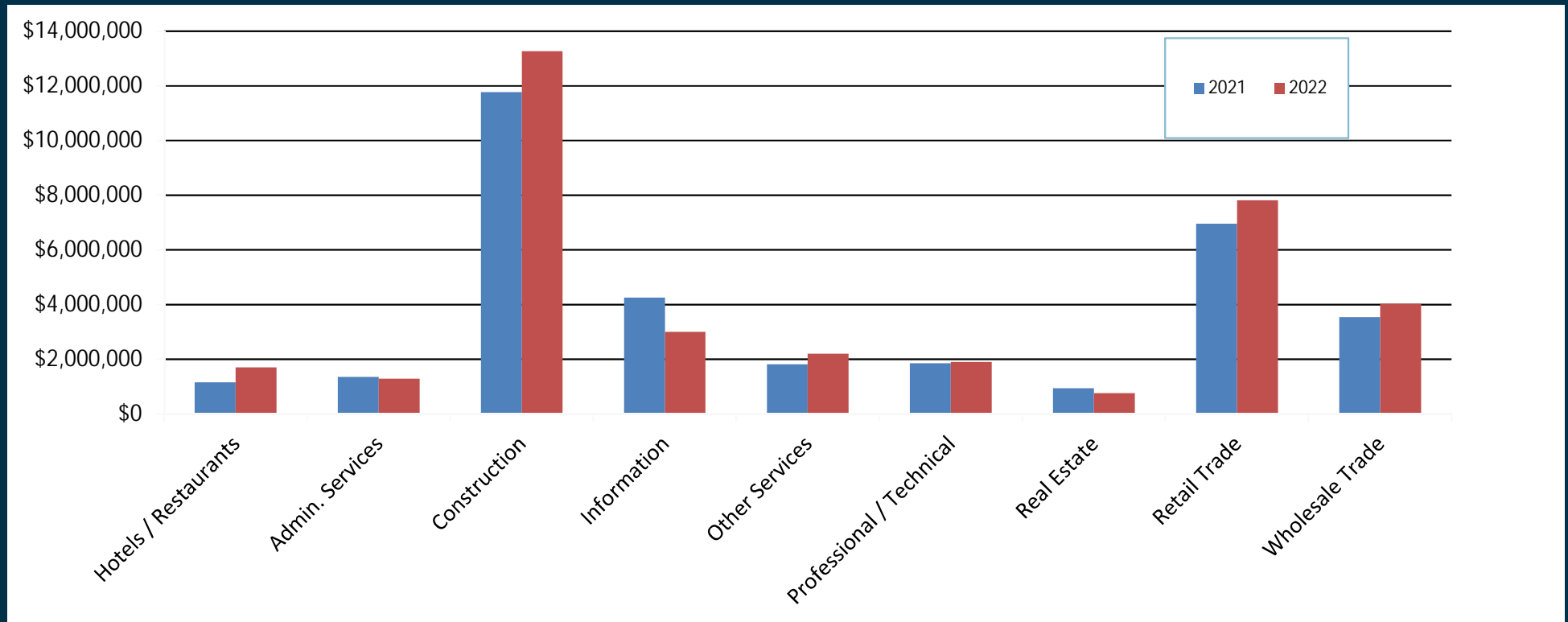
- Total sales & use taxes = \$83.9M, which is 79.1% (\$37.1M) > target
- Ongoing retail sales tax is 25.6% (\$10.7M) > target
- One-time retail sales tax = \$30.2M, which primarily relates to construction

General Fund – Retail Sales Tax

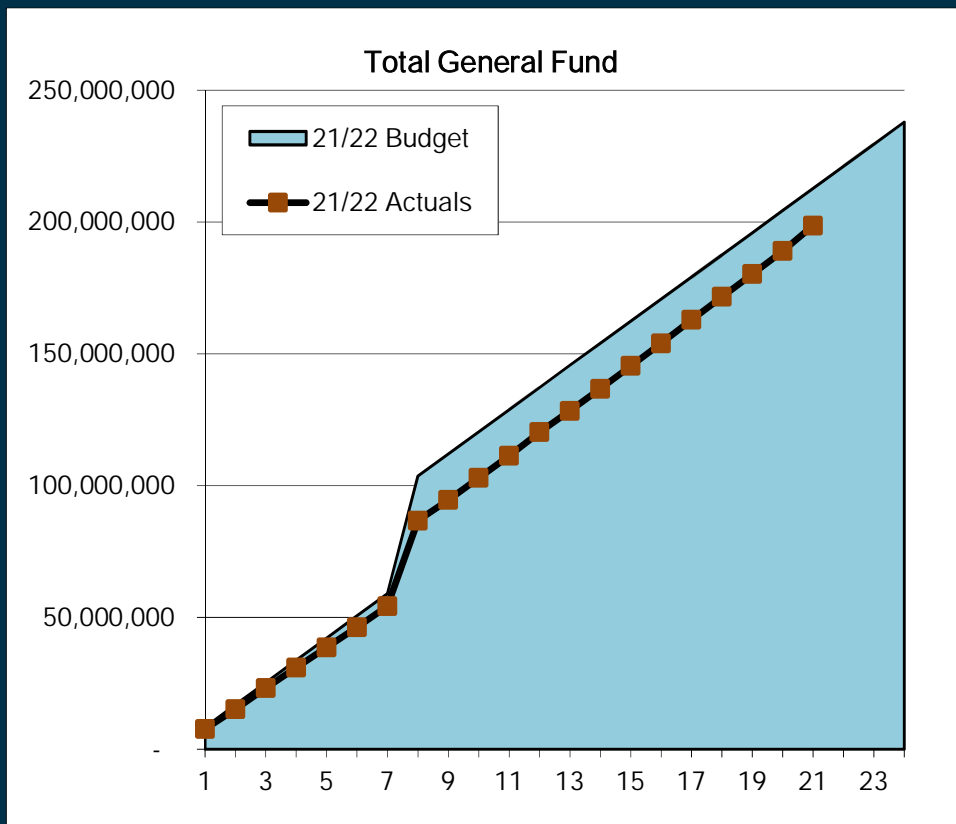
Ongoing vs. One-Time Through Q3 2016-2022



General Fund – Retail Sales Tax By Business Sector Through Q3 2022 vs. Through Q3 2021



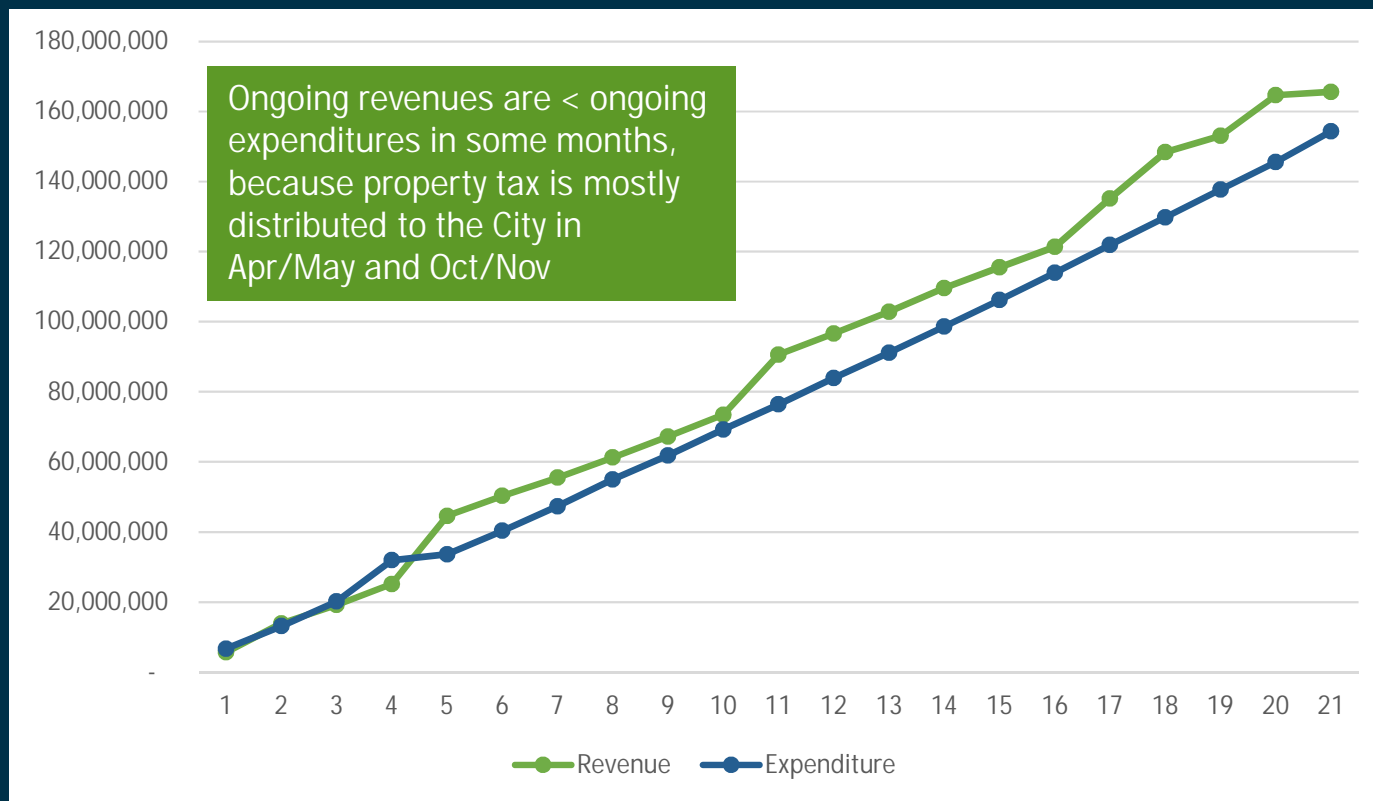
General Fund Expenditures Budget to Actual Through Q3 2022



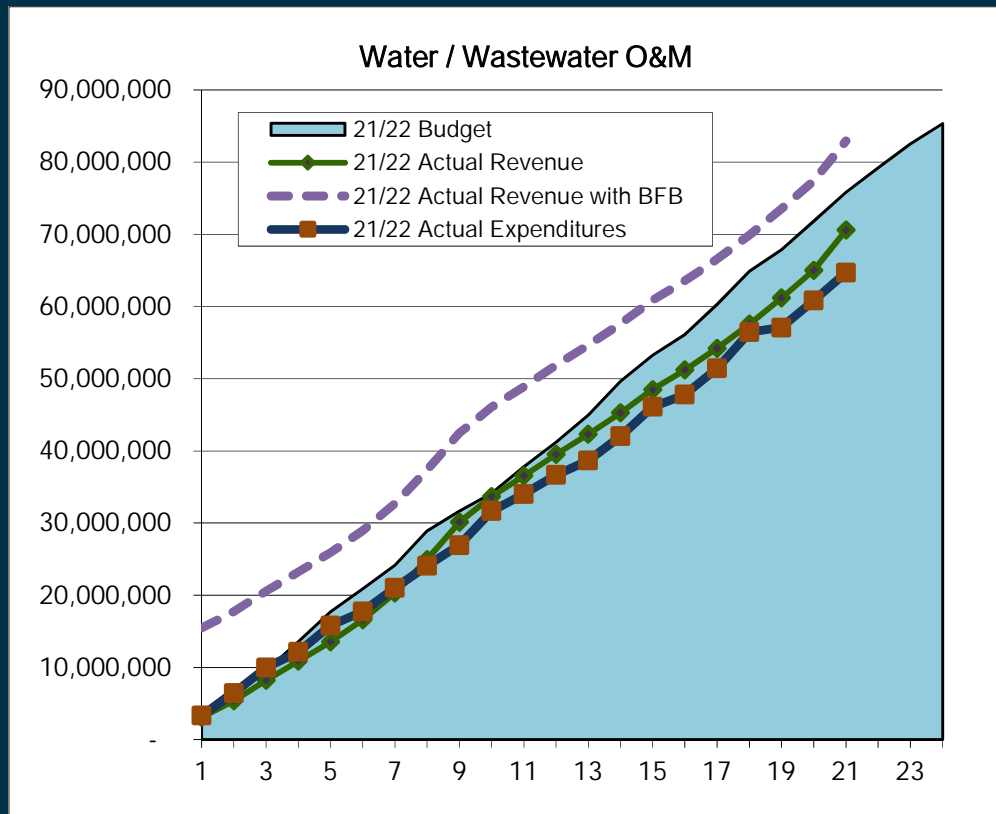
- Total expenditures = \$198.6M, which is 6.6% (\$14.1M) < target
- Primarily due to:
 - Position vacancies
 - Reduced spending on travel & training
 - Budget adjustments adopted on 8/17/21 that impact 2022 and beyond

General Fund

Ongoing Revenues vs. Ongoing Expenditures

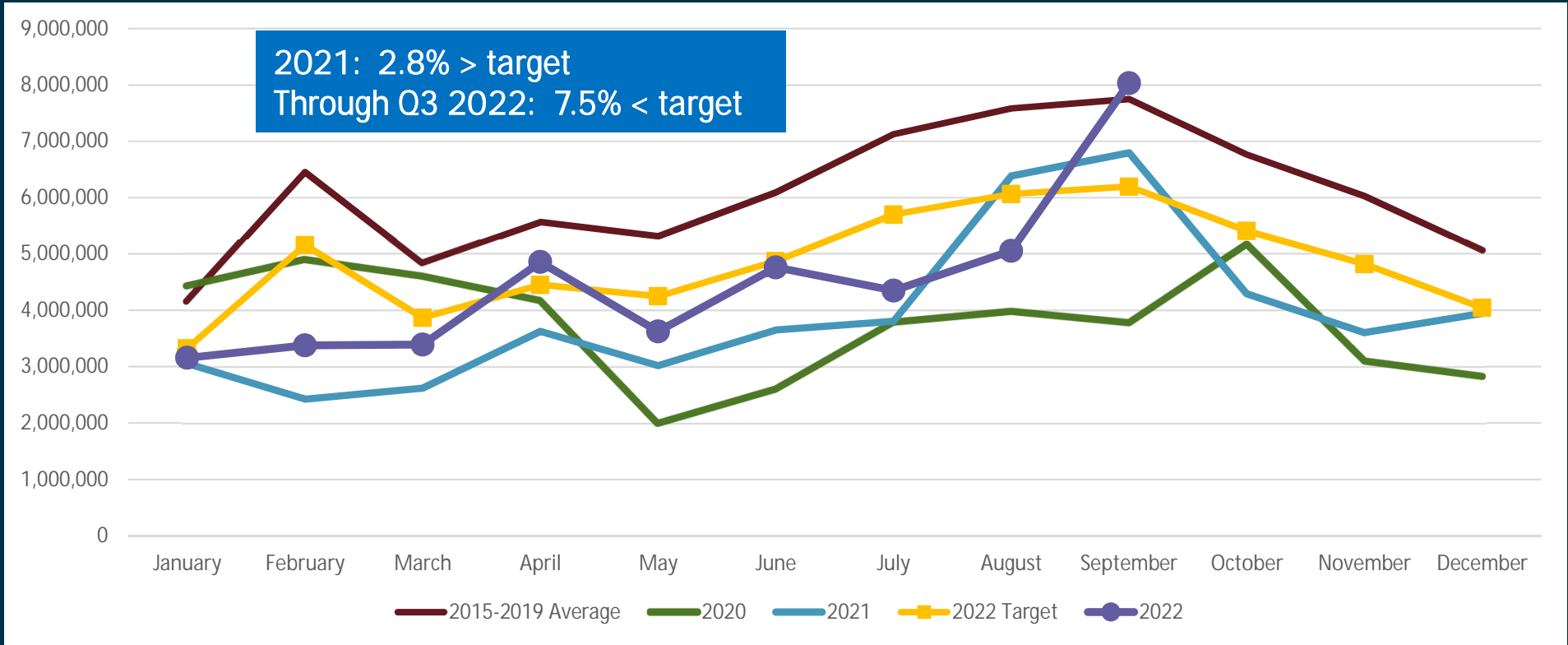


Water/Wastewater M&O Fund Budget to Actual Through Q2 2022

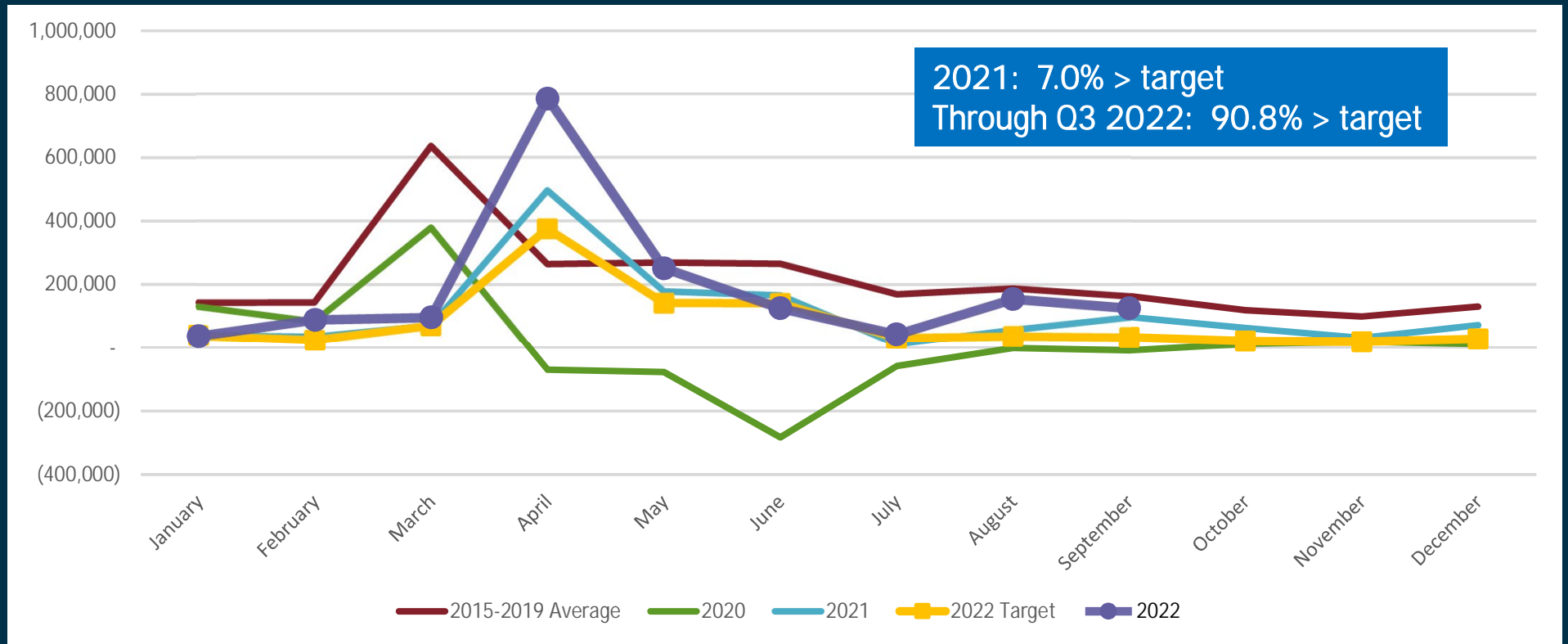


- Total revenues are 9.1% (\$5.9M) > total expenditures
- Primary drivers:
 - High irrigation use in summer months
 - Reduced expenditures
- Commercial water consumption is 2.2% < target

Commercial Water Consumption



Recreation Activity Fund Revenues



Capital Investment Program Funds

Fund	Budget	Expenditures	% Expended
CIP Maintenance	\$30.84M	\$23.24M	75.35%
General CIP	61.36M	29.85M	48.65%
Utility CIP	55.85M	27.69M	49.57%
Grand Total	\$148.05M	\$80.77M	54.56%

Total CIP expenditures are 54.6% of budget at the 87.5% point of the biennium

Projects of note:

- **General CIP:** Transportation projects associated with Sound Transit and Microsoft
- **Facilities Master Plan:** Redmond Senior and Community Center rebuild and Seismic Upgrades to Fire Stations
- **Utility CIP:** Lift Station Replacements and Pressure Reducing Valves



CityofRedmond
WASHINGTON

Chip Corder

Finance Director

425-556-2189

ccorder@redmond.gov



Memorandum

Date: 11/15/2022
Meeting of: City Council

File No. SS 22-081
Type: Study Session

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:

2023-2024 Preliminary Budget Review: Service Enhancement Budget Offers

OVERVIEW STATEMENT:

On November 3 and 7, 2022, Council reviewed service enhancement offers proposed for the 2023-2024 budget.

The Council has the opportunity to propose service enhancements not included in the 2023-2024 Preliminary Budget.

Following is a link to the 2023-2024 Preliminary Budget: <https://www.redmond.gov/987/Budgets>.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
The Council Budget Review Calendar for the 2023-2024 Preliminary Budget was distributed to the Council as an attachment to the October 20, 2022 special meeting agenda memo.

OUTCOMES:

The Council will be polled (thumbs up/down) by the Finance, Administration, and Communications Committee of the Whole Chair on the proposed enhancements.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

Four public hearings have been held to date to gather feedback on the following:

- Proposed 2023-2028 CIP (July 5, 2022)
- Proposed 2023-2028 CIP (August 16, 2022)
- 2023 property tax levy and other 2023 revenue sources (October 18, 2022)
- 2023-2024 Preliminary Budget (November 1, 2022)

A fifth and final public hearing on the 2023-2024 Preliminary Budget will be held on November 15, 2022.

- **Outreach Methods and Results:**

Public comments/questions are primarily received through public hearings and submittals to bpquestions@redmond.gov.

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

Yes

No

N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

Yes

No

N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/20/2022	Special Meeting	Provide Direction
10/25/2022	Study Session	Provide Direction
11/3/2022	Special Meeting	Provide Direction
11/7/2022	Study Session	Provide Direction
11/10/2022	Special Meeting	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/17/2022	Special Meeting	Provide Direction
11/22/2022	Study Session	Provide Direction

Time Constraints:

The 2023-2024 Budget must be adopted by the end of the year. It is currently scheduled to be adopted on December 6, 2022.

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

N/A