

# City of Redmond



## Agenda

Tuesday, October 8, 2024

4:30 PM

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

## Committee of the Whole - Finance, Administration, and Communications

### Committee Members

*Steve Fields, Presiding Officer*

*Jeralie Anderson*

*Jessica Forsythe*

*Vanessa Kritzer*

*Angie Nuevacamina*

*Osman Salahuddin*

*Melissa Stuart*

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

**AGENDA**

ROLL CALL

1. Approval of Two Consultant Services Agreements for On-Call [CM 24-478](#)  
Communications and Public Outreach

[Attachment A: Consulting Services Agreement](#)

[Attachment B: Stepherson and Associates Communications](#)

*Department: Executive, 5 minutes*

*Requested Action: Consent, October 15th*

2. Award Construction Contract for the NE 40th St Sidewalk [CM 24-463](#)  
Repair Project - 156th Avenue to Bel-Red Road

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, November 4th*

3. 2025-2026 Budget Process Monthly Update [CM 24-453](#)

*Department: Finance, 15 minutes*

*Requested Action: Informational*

4. Redmond 2050: Final Planning Commission Recommendations [CM 24-473](#)  
for Adoption in 2024

[Attachment A: Council Discussion Topics](#)

*Department: Planning and Community Development/Public Works, 15 minutes*

*Requested Action: Informational*

**Legislative History**

9/3/24	City Council	referred to the City Council Study Session
9/10/24	City Council	referred to the City Council Study Session
9/24/24	City Council	referred to the City Council Study Session

5. Permit Fee Refund Mandates under State Legislation Senate [CM 24-470](#)  
Bill 5290

[Attachment A: Excerpts of the Local Project Review Act](#)

*Department: Planning and Community Development/Finance, 15 minutes*

*Requested Action: Informational*

#### ADJOURNMENT

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



Memorandum

**Date:** 10/8/2024

**File No.** CM 24-478

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Executive	Malisa Files	425-556-2166
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**DEPARTMENT STAFF:**

Executive	Lisa Maher	425-556-5844
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**TITLE:**

Approval of Two Consultant Services Agreements for On-Call Communications and Public Outreach

**OVERVIEW STATEMENT:**

Two (2), two-year agreements with Stepherson and Associates Communications and Cascadia Consulting Group Inc., each valued at \$75,000 for a total of \$150,000 annually. Each contract has the option for one additional two-year renewal term, for a potential maximum total term of four (4) years. Both contracts are intended to support or augment citywide communications and community outreach. Services may include:

- Content development and strategies related to public forums
- Informational material design, printing, distribution
- Neutral facilitation of focus or stakeholder groups
- Emergency communication messaging or design

**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 contracts exceeding \$50,000.
- **Council Request:**  
N/A

- **Other Key Facts:**  
N/A

**OUTCOMES:**

These contracts will ensure that the city remains on track with specified projects and tasks that require messaging and community outreach when city staff capacity is at its maximum, preventing any lapse in services.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
October 16, 2024 - October 15, 2026
- **Outreach Methods and Results:**  
RFP Process - RFP 10813-24  
The scoring committee reviewed and scored six proposals through the Request for Proposal (RFP) process.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
\$150,000

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

**Budget Offer Number:**  
00026

**Budget Priority:**  
Strategic and Responsive

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

*If yes, explain:*  
N/A

**Funding source(s):**  
Will be billed to department or division that requires the service via task orders

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

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Current agreements have expired. To ensure continuity of services, one or both contracts need to be in place as soon as possible.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, communication and community outreach needs may not be met in the appropriate timelines or may not be completed at all.

**ATTACHMENTS:**

Attachment A: Cascadia Consulting Group, Inc

Attachment B: Stepherson and Associates Communications

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<p><b>PROJECT TITLE</b></p>	<p><b>EXHIBITS</b>  <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p>
<p><b>CONTRACTOR</b></p>	<p><b>CITY OF REDMOND PROJECT ADMINISTRATOR</b>  <i>(Name, address, phone #)</i></p> <p>City of Redmond</p>
<p><b>CONTRACTOR'S CONTACT INFORMATION</b>  <i>(Name, address, phone #)</i></p>	<p><b>BUDGET OR FUNDING SOURCE</b></p>
<p><b>CONTRACT COMPLETION DATE</b></p>	<p><b>MAXIMUM AMOUNT PAYABLE</b></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 10813-24**  
**On-Call Communications and Community Outreach Services**  
**Exhibit A and B**  
**Scope of Work / Work Schedule**

**Scope of Work**

Consultants will augment and support City communications and community outreach services for City communication projects, which may include content development and strategies related to public forums, informational materials for distribution/notification, and presentations in digital or print format.

One or more firms may be selected to enter a contract with the City, as a result of this RFP process. The City does not guarantee that Consultant will receive a specific volume of work or total contract amount. Specific services assigned under this on-call contract will be authorized by a project-specific Task Order. Each Task Order will provide a specific scope of services, deliverables, schedule, completion date, and budget to complete the task. The City will furnish the Consultant with copies of any materials/documents needed to facilitate the assigned Task Order.

The scope of work includes the following:

On-call community outreach support services may include any of the below listed topics. The City or Consultant may propose additional tasks as deemed necessary. Any additional work shall be compensated as agreed upon in the Consultant's contract with the City.

**I. General**

- Attend project meetings with City staff
- Develop project-specific Community Outreach plans, strategies, standards, goals and objectives for specific projects
- Manage and update Community Outreach plans as project progresses
- Collaborate and develop outreach strategies

**II. Communications**

- Develop print and electronic content for project collaterals, including flyers, newsletters, post cards, door hangers, bulletins, and other print and online/social media
- Draft letters and email messages to business owners, property owners, tenants, property managers and other targeted audiences
- Conduct phone conversations, surveys and questionnaires regarding the City's projects to gauge levels of interest and guide outreach strategies
- Communications may be requested in multiple languages

**III. Graphics**

- Create graphic designs for outreach collateral and support materials that incorporate and support City graphic standards
- Design project signage, flyers, newsletters, post cards, door hangers and other outreach materials
- Design logos and branding within the scope of the City's graphic standards

- Create poster boards, PowerPoint and other presentation materials
- Take photos and videos to incorporate in outreach communications

**IV. Presentations**

- Coordinate and facilitate meetings and give presentations to educate the public, affected businesses and residents about projects
- Prepare, conduct and summarize briefings on the City's projects to community organizations
- Document public feedback from meetings

**V. Printing, Mailing, Distributing Materials**

- Develop project-specific mailing lists using the City's GIS software, available on the City of Redmond website
- Printing, labeling and mailing of Community Outreach materials
- Hand-delivering printed materials to businesses and/or residences, or public
- Source files for all materials produced shall be provided to the City in both PDF and source file form



## On-Call Communications and Community Outreach Services

### Attachment C - Payment Schedule

Please note, rates to be charged per hour for professional services are to be fully burdened (they are to include direct labor costs, overhead and profit).  
Payment will be based on actual services performed. Services are to be requested on an on-call basis and not to exceed \$75K for the initial contract term.

Jenny Ugolino, Project Manager	\$ 195
Jasmine Beverly, Strategic Advisor & Contract Support	\$ 195
Julie Stein, Creative Lead	\$ 260
Keiko Betcher, Graphic Design Lead	\$ 150
May Xie, Events Lead	\$ 140
Nicole Saho Okimoto Wentworth, Outreach Support	\$ 115
Liam Heng, Outreach Support	\$ 110
Chris Iverson, Transportation Strategic Advisor	\$ 160
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$



## RFP 10813-24

### On-Call Communications and Community Outreach Services

#### Attachment D – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss a price adjustment, in accordance with the Bureau of Labor Statistics Consumer Price Index (CPI-W) for the Seattle-Tacoma-Bellevue area occurring during the immediately preceding 12-month period for which CPI-W data is available, or a fixed 3% increase, whichever is greater. The Bureau of Labor Statistics website can be found at: <https://www.bls.gov/cpi/data.htm>. Consultant shall notify the City in writing at least thirty (30) days prior to a proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.

## RFP 10813-24

# On-Call Communications and Community Outreach Services

## Attachment E – Limitation of Liability

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This language is to be incorporated with the consulting services agreement as follows. This is in addition to the language in the consulting services agreement.

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TASK ORDER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



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

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**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,**

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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**

# Exhibit A and B

## Scope of Work / Work Schedule

### **Scope of Work**

Consultants will augment and support City communications and community outreach services for City communication projects, which may include content development and strategies related to public forums, informational materials for distribution/notification, and presentations in digital or print format.

One or more firms may be selected to enter a contract with the City, as a result of this RFP process. The City does not guarantee that Consultant will receive a specific volume of work or total contract amount. Specific services assigned under this on-call contract will be authorized by a project-specific Task Order. Each Task Order will provide a specific scope of services, deliverables, schedule, completion date, and budget to complete the task. The City will furnish the Consultant with copies of any materials/documents needed to facilitate the assigned Task Order.

The scope of work includes the following:

On-call community outreach support services may include any of the below listed topics. The City or Consultant may propose additional tasks as deemed necessary. Any additional work shall be compensated as agreed upon in the Consultant's contract with the City.

#### **I. General**

- Attend project meetings with City staff
- Develop project-specific Community Outreach plans, strategies, standards, goals and objectives for specific projects
- Manage and update Community Outreach plans as project progresses
- Collaborate and develop outreach strategies

#### **II. Communications**

- Develop print and electronic content for project collaterals, including flyers, newsletters, post cards, door hangers, bulletins, and other print and online/social media
- Draft letters and email messages to business owners, property owners, tenants, property managers and other targeted audiences
- Conduct phone conversations, surveys and questionnaires regarding the City's projects to gauge levels of interest and guide outreach strategies
- Communications may be requested in multiple languages

#### **III. Graphics**

- Create graphic designs for outreach collateral and support materials that incorporate and support City graphic standards
- Design project signage, flyers, newsletters, post cards, door hangers and other outreach materials
- Design logos and branding within the scope of the City's graphic standards



- Create poster boards, PowerPoint and other presentation materials
- Take photos and videos to incorporate in outreach communications

**IV. Presentations**

- Coordinate and facilitate meetings and give presentations to educate the public, affected businesses and residents about projects
- Prepare, conduct and summarize briefings on the City's projects to community organizations
- Document public feedback from meetings

**V. Printing, Mailing, Distributing Materials**

- Develop project-specific mailing lists using the City's GIS software, available on the City of Redmond website
- Printing, labeling and mailing of Community Outreach materials
- Hand-delivering printed materials to businesses and/or residences, or public
- Source files for all materials produced shall be provided to the City in both PDF and source file form



# Exhibit C

## Payment Schedule

### RFP 10813-24

#### On-Call Communications and Community Outreach Services

Please note, rates to be charged per hour for professional services are to be fully burdened (they are to include direct labor costs, overhead and profit).

Payment will be based on actual services performed. Services are to be requested on an on-call basis and not to exceed \$75K for the initial contract term.

Principal	\$ 250
Senior Associate 2	\$ 230
Senior Associate 1	\$ 215
Associate 3	\$ 190
Associate 2	\$ 160
Associate 1	\$ 135
Project Coordinator	\$ 120
Project Controls	\$ 165
Senior Graphic Designer	\$ 185
Graphic Designer	\$ 140
Diversity Contract Manager	\$ 180
Subconsultant: Eli Brownell with 173B Media	\$ 100
	\$
	\$
	\$
	\$



## RFP 10813-24

### On-Call Communications and Community Outreach Services

#### Exhibit D – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss a price adjustment, in accordance with the Bureau of Labor Statistics Consumer Price Index (CPI-W) for the Seattle-Tacoma-Bellevue area occurring during the immediately preceding 12-month period for which CPI-W data is available, or a fixed 3% increase, whichever is greater. The Bureau of Labor Statistics website can be found at: <https://www.bls.gov/cpi/data.htm>. Consultant shall notify the City in writing at least thirty (30) days prior to a proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.





Memorandum

Date: 10/8/2024

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 24-463

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2446
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DEPARTMENT STAFF:

Public Works	Aaron Noble	Project Manager
Planning and Community Development	Micah Ross	Senior Planner
Public Works	Steve Gibbs	Capital Projects Division Manager
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:

Award Construction Contract for the NE 40<sup>th</sup> St Sidewalk Repair Project - 156<sup>th</sup> Avenue to Bel-Red Road

OVERVIEW STATEMENT:

Public Works is requesting to award the construction contract for the NE 40<sup>th</sup> St Sidewalk Repair Project - 156<sup>th</sup> Avenue to Bel-Red Road, Project No. 2336. The project will be advertised for construction bids on September 25, 2024, with bid opening scheduled for October 9, 2024. It is anticipated that contract documents will be complete for the November 4, 2024 Business Meeting. Council memo documents will be updated with contractor and bid amount information once available.

This project will remove and replace the damaged sidewalk along the north side of NE 40th St from 156th Ave NE to Bel-Red Road. The existing sidewalk along NE 40th St has been severely damaged due to tree root upheavals. In order to meet ADA guidelines, this project requires replacement of thirteen curb ramps and nine driveway entrances as well as the removal of approximately 59 street trees that have caused severe tripping hazards.

Public Works has been in contact with all affected properties throughout the design phase. Communications and Public Works have developed a public outreach plan which consists of flyers, posters, and social media communication. The outreach plan will start once the project is advertised for bid.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:



- **Relevant Plans/Policies:**  
Community Strategic Plan - Objective #1:  
Invest in infrastructure preservation and replacement across the City to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.
- **Required:**  
Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503).
- **Council Request:**  
N/A
- **Other Key Facts:**  
If Council approves this contract, construction can begin before the end of November.

**OUTCOMES:**

Construction of this project creates an ADA compliant sidewalk on the north side of NE 40<sup>th</sup> St between 156<sup>th</sup> Ave NE and Bel-Red Road which improves access to the Redmond Technology Station. Completion of needed ADA improvements helps reduce the frequency of maintenance service requests.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**
  - Postcard to property owners regarding project impacts - Oct. 2024.
  - Webpage updates including FAQ - Sept. 2024
  - Tree removal flyers and posters - Sept. 2024

Email newsletter and social media to alert commuters will be timed to approximately one week prior to traffic revisions.
- **Outreach Methods and Results:**
  - Direction communication with adjacent property owners via postcard
  - Flyers, posters, and social media posts
  - Webpage Updates including FAQs
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

Engineer’s Estimate for construction is \$1,565,681

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

**Budget Offer Number:**

CIP

**Budget Priority:**

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

General Fund, Real Estate Excise Tax, Transportation CIP

Budget/Funding Constraints:

None

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
11/4/2024	Business Meeting	Approve

Time Constraints:

Award of bid must occur within 45 days of the bid opening which is scheduled for October 9 or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A: Project Information Sheet

Attachment B: Additional Project Information



# CIP Project Information Sheet

**Project Name:** Sidewalk Repair Project - 40th Street (156th Avenue to Bel-Red Road)

**Project Status:** Existing - Revised

**Time Frame:** 2023-2026

**Functional Area(s):** Transportation

**Budget Priority:** Vibrant and Connected

**Relevant Plan(s):** Transportation Master Plan, ADA Transition Plan

**Citywide Rank:** 38

**Neighborhood:** Overlake

**Functional Area Priority:** Medium

**Location:** NE 40th Street, from 156th Avenue NE to Bel-Red Road

**Description:**

Repair sidewalk and replace street trees (due to ongoing damage to sidewalk) on the north side of NE 40th Street from 156th Avenue NE to Bel-Red Road.

**Anticipated Outcomes:** *Primary:* Rehabilitation *Secondary:*

Safe pedestrian access to Redmond Technology Station that meets ADA requirements, eliminates tripping hazards, and reduces maintenance frequency.

**Request:** *Primary Reason(s):*

Project extended from NE 163rd St. to NE 156th St.

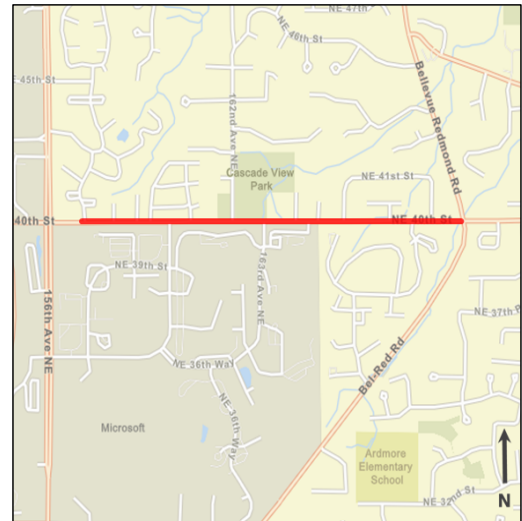
Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	\$675,214	\$799,060	\$592,087						\$2,066,361
Approved Changes									
<b>Current Approved Budget</b>	<b>\$675,214</b>	<b>\$799,060</b>	<b>\$592,087</b>						<b>\$2,066,361</b>
<b>Proposed New Budget</b>	<b>\$1,594,911</b>	<b>\$1,556,451</b>							<b>\$3,151,362</b>
Proposed changes due to	X Scope Change	X Schedule Change		X Budget Change					

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	\$256,571								\$256,571
Right of Way	\$20,484								\$20,484
Design (31-100%)	\$427,618								\$427,618
Construction	\$890,238	\$934,221							\$1,824,459
Contingency		\$622,230							\$622,230
<b>Total</b>	<b>\$1,594,911</b>	<b>\$1,556,451</b>							<b>\$3,151,362</b>

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost									

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
General Fund	\$1,186,943	\$98,450		\$1,285,393
Real Estate Excise Tax	\$399,530	\$281,045		\$680,575
Transportation CIP	\$8,438	\$1,176,955		\$1,185,394
<b>Total</b>	<b>\$1,594,911</b>	<b>\$1,556,451</b>		<b>\$3,151,362</b>



**Attachment B – Additional Project Information**

**Sidewalk Repair Project – 40<sup>th</sup> Street (156<sup>th</sup> Avenue to Bel-Red Road)**

**Project Discussion**

This project was originally planned to only repair the sidewalk from 162<sup>nd</sup> Ave NE to Bel-Red Road. After chartering the project, it was determined that it would be beneficial to create an ADA compliant pathway on the north side of NE 40<sup>th</sup> St all the way from 156<sup>th</sup> Ave NE to Bel-Red Road. Therefore, the scope was expanded to include that sidewalk section.

During our research for the project, we discovered that in 1986 the City granted the Harper Hill Condominium Association a street use permit to build a fence within the right of way between 159<sup>th</sup> Ave NE and 160<sup>th</sup> Ave NE. The project team coordinated directly with the homeowner’s association and developed a plan to rebuild the fence, continuing to keep the area safe while maintaining the welfare of the residents.

Street trees that were planted in the 1980’s are red oaks and as they grew the sidewalk was damaged by root growth. Red oak is not a species that would be selected as a street tree today as they have a root reach of up to 20 feet and it is recommended that they not be planted within 25 feet of a roadway. Unfortunately, to provide a safe pedestrian corridor most of the trees must be removed. To save trees where possible, and where the City has adequate right of way, the sidewalk alignment was adjusted to avoid tree removals.

**Project-Related Community/Stakeholder Outreach**

To inform the public about the project, flyers, posters, web site updates, and social media communications will be published and distributed commencing when the project goes out to bid.

**Bid Results (This section will be updated once bids are opened)**

The project will be advertised in the *Daily Journal of Commerce* on September 25, 2024, and October 2, 2024. Bids were received and opened on October 9, 2024.

<b>Bidder</b>	<b>Bidder Location</b>	<b>Bid Amount</b>
To be filled out after bid opening		

All bidders’ unit prices, extension and additions have been checked for accuracy and unbalanced bid items. The contractor’s references were checked and found to be acceptable.

**Fiscal Information**

<b>Current Project Budget</b>	
General Fund	\$1,285,393
Real Estate Excise Tax	\$680,575
Transportation CIP	\$1,185,394
<b>Total Funding</b>	<b>\$3,151,362</b>

**Estimated Project Costs**

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Design	\$171,628
Construction	\$1,968,817
Contingency	<u>\$656,272</u>
<b>Total Estimated Project Cost</b>	<b>\$2,468,581</b>

**Budget Difference** **\$682,781**



Memorandum

Date: 10/8/2024

File No. CM 24-453

Meeting of: Committee of the Whole - Finance, Administration, and Communications

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Finance	Kelley Cochran	425-556-2748
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DEPARTMENT STAFF:

Finance	Haritha Narra	Deputy Finance Director
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**TITLE:**

2025-2026 Budget Process Monthly Update

**OVERVIEW STATEMENT:**

Council will be provided with timely and consistent updates related to the development of the 2025-2026 budget. Updates will be provided monthly until final budget adoption and will cover the forecast, internal processes, and community involvement and engagement. Other updates will be provided as requested by Council or as needed by staff.

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 following information will be provided to Council:

1. Update on 2025-2026 Community Budget Questionnaire
2. Council budget review

- a. Agenda
- b. Budget documents
- c. Supporting documents
- 3. Business License Program
- 4. Technology Update

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
A community questionnaire for the 2025-2026 budget was open August 5-September 20, 2024.
- **Outreach Methods and Results:**  
The Budget Questionnaire was posted on the Let’s Connect Redmond platform. It was promoted on eNews, Facebook, Twitter, and Nextdoor, as well as in the Parks & Rec newsletter and the Plans, Policies, and Regulations newsletter.
- **Feedback Summary:**  
A total of 157 responses were submitted.

**BUDGET IMPACT:**

**Total Cost:**

N/A

**Approved in current biennial budget:**

Yes       No       N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

Strategic and Responsive

**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
2/13/2024	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
2/27/2024	Study Session	Provide Direction
3/19/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction
4/9/2024	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
4/23/2024	Study Session	Provide Direction
5/28/2024	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction
6/11/2024	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
6/25/2024	Study Session	Receive Information
7/9/2024	Committee of the Whole - Finance, Administration, and Communications	Receive Information
7/9/2024	Study Session	Provide Direction
7/16/2024	Business Meeting	Receive Information
8/13/2024	Committee of the Whole - Finance, Administration, and Communications	Receive Information
9/10/2024	Committee of the Whole - Finance, Administration, and Communications	Receive Information
9/24/2024	Study Session	Receive Information
10/1/2024	Business Meeting	Receive Information

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
10/15/2024	Business Meeting	Receive Information

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A



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**Date:** 10/8/2024

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 24-453

**Type:** Committee Memo

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**ATTACHMENTS:**

N/A



Memorandum

Date: 10/8/2024

File No. CM 24-473

Meeting of: Committee of the Whole - Finance, Administration, and Communications

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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DEPARTMENT STAFF:

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TITLE:

Redmond 2050: Final Planning Commission Recommendations for Adoption in 2024

OVERVIEW STATEMENT:

Staff recommends that the Council conclude its review of the Planning Commission’s final recommendations for Redmond 2050 content to be adopted in 2024. The remaining topics are:

- Electric vehicle infrastructure requirements
- Carbon tracking
- Wording change related to open space

Electric Vehicle Infrastructure Requirements

Staff is recommending that the Council allow the Planning Commission to hold a hearing on this topic as part of the 2025 Code Package. The Commission would forward a recommendation to the Council in Q1 2025. See Attachment A beginning on page 25 for additional information and details.

Carbon Tracking

The proposed requirement to track embodied carbon is limited to the top three most carbon-intensive building materials: steel, concrete, and insulation. This recommendation arose from the Planning Commission’s discussion, where

the Commission provided feedback that limiting the tracking to the top three most carbon-intensive materials would provide most of the benefit with the least amount of additional burden. In the Green Building Program appendix, staff provides resources to embodied carbon calculators. This information has been added to Appendix A on page 21.

Wording Change Related to Open Space

Staff recommends changing the term “Privately-Owner Public Space” (“POPS”) to “Publicly-Accessible Enhanced Amenity Space (“PEAS”) throughout RZC 21.36, Open Space. Staff determined that “POPS” was being used to refer to two distinct types of spaces, causing confusion for staff, and ultimately for customers. If Council concurs, staff will show this change in the adoption preview packet at the Nov. 4 Committee of the Whole meeting.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
Policy PI-15 calls for periodic Comprehensive Plan reviews.
- **Required:**  
The Growth Management Act requires that Washington cities and counties review and, if needed, revise their comprehensive plans and development regulations every ten years. For King County cities the periodic review must be completed by December 31, 2024.  
The Water System Plan update is required under Chapter 246-290-100 Washington Administrative Code (WAC).
- **Council Request:**  
The City Council requested quarterly reports on project milestones, staff progress, and public involvement.
- **Other Key Facts:**  
N/A

OUTCOMES:

Updating the Redmond Comprehensive Plan will ensure that the Plan is consistent with state law and regional policy direction; advances equity and inclusion, sustainability, and resiliency; and that Redmond is prepared for growth expected through the year 2050.

Development and adoption of the WSP and GWP, including through the implementation of associated capital projects, ensures the City is taking appropriate actions to: protect its underground drinking water aquifer; provide sufficient water storage and distribution to meet the community’s drinking water, irrigation, and fire flow needs; and provide wastewater collection services for its growing population.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**  
Outreach for Summer 2024 Omnibus / Wrap-Up package occurred in Q2 and Q3 2024.

- The Redmond 2050 Technical Advisory Committee reviewed portions of the package at its May 31 and June 28 meetings.
- The Planning Commission most recently held briefings and study sessions and May, June, and July, with public hearings on June 26 (WSP, GWP) and July 24 (Omnibus).
- Staff tabled at Derby Days on July 13 to raise awareness about Redmond 2050 generally.
  
- **Outreach Methods and Results:**  
Redmond 2050 outreach methods have included:
  - Redmond 2050 Website
  - Digital City Hall Lobby
  - Let’s Connect questionnaires, idea boards, and other tools
  - Press releases and Social media
  - Short videos and posting of recordings of workshops
  - Yard signs and Posters
  - Utility Bill inserts
  - Email newsletters to multiple City lists and partner organizations
  - Hiring of Eastside for All for intensive, focused community engagement
  - Stakeholder input and Focus group meetings
  - Hybrid and remote workshops, interviews, and office hours
  - Tabling at community events
  - Pop-up events in community spaces and workplaces
  - Translation of selected materials
  - Community Advisory Committee input
  - Technical Advisory Committee input
  - Planning Commission public hearings
  - Human Services Commission meetings
  - Other boards & Commissions meetings
  - Mailed property owner notifications

Quarterly engagement summaries are available at [redmond.gov/1495](http://www.redmond.gov/1495) <<http://www.redmond.gov/1495>>.

- **Feedback Summary:**

The Planning Commission received public testimony on the Summer 2024 Omnibus / Wrap-up package. Topics included:

- Ensuring that the “Transition to New Standards” section of the Overlake regulations would work as intended and not stop projects in the pipeline.
- Concern that phased projects in the pipeline in Overlake will not be able to vest to 2024 regulations.
- Appreciation for City staff’s responsiveness.
- Language recommendations for policy NE-22 concerning “beneficial public infrastructure uses”
- Allowed and prohibited land uses in the Critical Aquifer Recharge Area.

The Planning Commission deliberations included substantive discussion of the following topics (see Planning Commission Reports Appendix A for details):

- Comprehensive Plan
  - Smart-city policy language
  - First- and last-mile connections to transit

- Building materials in capital facilities
  - Updating definitions of greenhouse gas and universal design in the Comprehensive Plan glossary
  - Removing the draft foreword, revising, and bringing it forward separately
- Zoning Code
  - New land use table format, including discussion of residential uses
  - Organization and content of new landscaping open space chapters
  - Affordable housing in neighborhoods (see this summary, which the Commission requested be shared with the Council: <[https://www.redmond.gov/DocumentCenter/View/33505/2024\\_07-31---Omnibus---Att-B---Affordable-Housing-in-Neighborhoods-PDF](https://www.redmond.gov/DocumentCenter/View/33505/2024_07-31---Omnibus---Att-B---Affordable-Housing-in-Neighborhoods-PDF)>.
- Water System Plan
  - Planning assumptions and transmission/supply planning details provided by Cascade Water Alliance.
  - Water conservation needs in light of changing climatic conditions and possible water supply impacts.

**BUDGET IMPACT:**

**Total Cost:**

\$4,616,401 is the total value of the Community and Economic Development budget offer. This budget offer includes staff and consultant resources necessary to complete Redmond 2050. The Water System Plan, including a separate Risk and Resiliency Assessment was budgeted at \$600,000. The General Wastewater Plan update was budgeted at \$147,533.

Approved in current biennial budget:  Yes  No  N/A

Budget Offer Number: 0000040, 0000003, 0000147

Budget Priority: Vibrant and Connected, Healthy and Sustainable

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

If yes, explain: N/A

Funding source(s): General Fund, Washington State Department of Commerce grants, City Water and Wastewater Utility funds

**Budget/Funding Constraints:**

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
10/6/2020	Business Meeting	Approve

Date: 10/8/2024

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 24-473

Type: Committee Memo

11/17/2020	Business Meeting	Receive Information
3/16/2021	Business Meeting	Receive Information
3/23/2021	Study Session	Provide Direction
6/15/2021	Business Meeting	Receive Information
6/22/2021	Study Session	Provide Direction
9/21/2021	Business Meeting	Receive Information
9/28/2021	Study Session	Provide Direction
11/16/2021	Business Meeting	Receive Information
11/23/2021	Study Session	Provide Direction
2/15/2022	Business Meeting	Receive Information
5/3/2022	Business Meeting	Receive Information
5/10/2022	Study Session	Provide Direction
6/7/2022	Committee of the Whole - Planning and Public Works	Receive Information
7/19/2022	Business Meeting	Receive Information
7/26/2022	Study Session	Provide Direction
8/9/2022	Study Session	Provide Direction
10/4/2022	Business Meeting	Receive Information
10/11/2022	Study Session	Provide Direction
1/17/2023	Business Meeting	Receive Information
1/24/2023	Study Session	Provide Direction
3/7/2023	Business Meeting	Receive Information
3/14/2023	Study Session	Provide Direction
7/18/2023	Business Meeting	Receive Information
9/5/2023	Business Meeting	Receive Information
9/12/2023	Study Session	Provide Direction
9/26/2023	Study Session	Provide Direction
10/3/2023	Business Meeting	Receive Information
10/10/2023	Study Session	Provide Direction
11/28/2023	Study Session	Provide Direction
1/9/2024	Study Session	Provide Direction
1/23/2024	Study Session	Provide Direction
2/6/2024	Business Meeting	Receive Information
2/13/2024	Study Session	Provide Direction
2/27/2024	Study Session	Provide Direction
3/5/2024	Business Meeting	Receive Information
3/12/2024	Study Session	Provide Direction
3/26/2024	Study Session	Provide Direction

4/2/2024	Business Meeting	Receive Information
4/9/2024	Study Session	Provide Direction
5/7/2024	Business Meeting	Receive Information
6/4/2024	Business Meeting	Receive Information
6/11/2024	Study Session	Provide Direction
7/2/2024	Business Meeting	Receive Information
7/9/2024	Study Session	Receive Information
9/3/2024	Business Meeting	Receive Information
9/10/2024	Study Session	Provide Direction
9/24/2024	Study Session	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
11/4/2024	Committee of the Whole - Planning and Public Works	Provide Direction
11/19/2024	Business Meeting	Approve

**Time Constraints:**

The Comprehensive Plan periodic update must be complete by Dec. 31, 2024. The 2011 Water System Plan was due for an update by July 2024. Department of Health has approved the delay in completion and adoption of the plan, but additional delays would be detrimental as there are capital projects recommended in the Plan that should be added to the CIP and budgeted.

**ANTICIPATED RESULT IF NOT APPROVED:**

Staff is not requesting action at this time.

**ATTACHMENTS:**

Attachment A: Council Questions and Discussion Topics

Issue	Discussion Notes	Issue Status
<b>Water System Plan</b>		
<p>Water Storage Planning (Overlake focus) (Stuart)</p>	<p><b>Councilmember Comment</b>                      9/10: Councilmember Stuart asked when storage would be needed to address needs identified in the Water System Plan. She expressed concern that, in an emergency, sufficient water would not be available in the right place at the right time.</p>	<p>Opened 9/3                      Closed 9/24</p>
<p><i>Begin discussion 9/10</i></p>	<p>9/3: Councilmember Stuart asked what steps are needed to plan for the anticipated water storage deficit in Overlake, especially in light of anticipated growth in the area. CM Stuart expressed the importance of addressing potential storage shortfalls ahead of growth.</p>	
	<p><b>Staff Comment</b>                      Given the ability to move water supply within the system as needed, the needs identified in Overlake can be met by adding storage in multiple locations in Rose Hill and Overlake. The well service area (including the Education Hill Tanks) can be fed by the higher Rose Hill/Overlake pressure zones but the higher Rose Hill/Overlake pressure zones cannot be fed by the well service area. Additional storage in Rose Hill will directly benefit the Overlake area. The WSP specifically identifies adding a third storage tank on Education Hill where there is adequate space to construct a new 2-3 MG storage tank. The total estimated cost to add the needed storage is \$24 million (in 2023 \$). Project design and construction would likely take three years from start to finish. The project is not on the current CIP but has been identified and will be prioritized as needed. The City of Kirkland is designing a new tank to replace the South Rose Hill Reservoir. That project, when completed, will offer 1.12 MG additional storage to Redmond. City of Bellevue is also exploring a project to add storage in Overlake that could benefit Redmond. To provide the total volume identified in the current plan, a new reservoir site will be needed to meet the 20-year demand.</p> <p>9/16: The WSP analysis shows that in the Bellevue/Overlake/Viewpoint service area, water source capacity (supply feeding the area) has a large surplus, even under the most conservative assumptions. The deficit is only with storage.</p> <p>Redmond’s engineering standard requires sufficient storage for 400 gallons per Equivalent Residential Unit (ERU). Washington State Department of Health (WSDOH) requires a minimum storage of 200 gallons per ERU. Current storage meets the WSDOH standard but not the City of Redmond’s. Our storage requirements are based on conservative assumptions that have been in place in Redmond for the last 20+ years. We may want to revisit this at some point, but doing so in this WSP is not feasible as it has already been through review by Department of Ecology, Department of Health and King County.</p>	



Issue	Discussion Notes	Issue Status
	<p>Water from both of the Rose Hill reservoirs in Kirkland can be used to feed the Overlake service area. Redmond’s share of the capacity of these reservoirs is five million gallons. While that volume of water is not used in the WSP storage calculations, it can be used in an emergency. The additional 1.12 MG storage allocated to Redmond in the proposed South Rose Hill Reservoir improvement can also be used in an emergency for Overlake. Additionally, Bellevue is looking at building a third reservoir that may also feed the Overlake service area.</p> <p>Public Works is actively investigating the most cost-effective options to provide additional storage <u>in Overlake</u>. If the current storage assumptions are maintained, the additional storage will be costly and will require consideration as part of a rate study in the near future. Construction or enhancement of reservoirs by Kirkland and Bellevue will reduce the amount and cost of storage Redmond will need to build.</p>	
<p><b>Alignment with Redmond 2050 (Stuart)</b></p> <p><i>Begin discussion 9/10</i></p>	<p><b>Councilmember Comment</b>                      Councilmember Stuart noted that Section 2.3.2 references Redmond 2030 population and zoning assumptions. She requested clarification on how the Water System Plan will be updated to reflect Redmond 2050 planning assumptions.</p> <p><b>Staff Comment</b>                      Maps included in Section 2.3.2 of the Water System Plan were based on zoning at the time of its drafting (2023). These maps will be updated to reflect new zoning, once Redmond 2050 and associated zoning code changes are approved and adopted by Council. At that time, the model will be updated to reflect adopted zoning assumptions to identify any needed improvements to transmission lines, storage or booster pumps. Since pipe sizing is based on fire flow, staff anticipate few significant changes to the piping networks with the exception of areas that have been rezoned from single family to multi family or commercial. Growth projections in the Water System Plan under review by Council are based on the preferred growth alternative from Redmond 2050 and will not need to be updated.</p>	<p>Opened 9/3                      Closed 9/10</p>
<p><b>Reclaimed Water (Stuart)</b></p> <p><i>Begin discussion 9/10</i></p>	<p><b>Councilmember Comment</b>                      Councilmember Stuart asked staff to share the Memoranda of Understanding with Cascade Water Alliance re: reclaimed water and asked what actions the City would need to take to support the use of reclaimed water outside the Critical Aquifer Recharge Area (CARA).</p> <p><b>Staff Comment</b>                      Copies of the requested MOUs are included as attachments in the September 10 Council packet.</p>	<p>Opened 9/3                      Closed 9/10</p>

Issue	Discussion Notes	Issue Status
	<p>The Water System Plan includes an evaluation of reclaimed water opportunities within the city (Section 7.4). CARA areas are excluded from the evaluation given City concerns re: movement of contaminants into the shallow drinking water aquifer. The evaluation notes that serving reclaimed water would require planning and installation of an entirely separate network of pipes to deliver the reclaimed water, along with execution of an Interlocal Agreement with King County. This infrastructure investment is quite costly and would be enormously disruptive. Development of a reclaimed water pipe network is not currently considered a high priority capital improvement.</p>	
<p><b>Limits on Bottling Water for Resale (Forsythe)</b></p> <p><i>Begin discussion 9/10</i></p>	<p><b>Councilmember Comment</b>                      9/24: Council Vice President Forsythe noted that this policy conversation would come back in 2025.</p> <p>9/3: Council Vice President Forsythe asked for information on how the Council’s recent policy work related to restricting commercial water bottling activities is reflected in the Water System Plan.</p> <p><b>Staff Comment</b>                      9/10: The policy work related to commercial water bottling activities is outside of the scope of the Water System Plan.</p>	<p>Opened 9/3                      Closed 9/10</p>
<p><b>Water System Risk Mitigation Planning (Fields)</b></p> <p><i>Begin discussion 9/10</i></p>	<p><b>Councilmember Comment</b>                      Councilmember Fields requested information on the key risks facing Redmond’s water distribution and storage system and asked how the Water System Plan addresses or mitigates such risks.</p> <p><b>Staff Comment</b>                      Redmond’s 2020 Risk and Resilience Assessment (RRA), a component of the Water System Planning process, followed a federally recognized 7-step process to identify and propose how to manage risks to Redmond’s water system. Threats to key Redmond water system assets included cybersecurity threats, failure of infrastructure (due to age or damage from earthquakes), and accidental contamination. Mitigation measures, several of which have been implemented, include: improving physical security at priority assets such as reservoirs, tanks and wells; controlling access to key areas; training staff; developing incident action checklists; and ensuring the availability of backup power sources. The Water System Plan outlines an Emergency Response Program (Section 11.6) and notes that the City is a member of WAWARN (Washington Water/Wastewater Agency Response Network), an organization that allows Redmond to receive rapid mutual aid and assistance from other water systems during an emergency. Both the Risk and Resiliency Analysis and Emergency Response Plan will be updated as needed by mid-2025. For security reasons, the Risk and Resiliency Analysis and Emergency Response Plans are not included in the Water System Plan.</p>	<p>Opened 9/3                      Closed 9/24</p>

Issue	Discussion Notes	Issue Status
<p>PFAS Testing (Stuart)</p>	<p><b>Councilmember Comment</b>                      9/24: Councilmembers asked to explore potential changes to water quality testing protocols in a Q1 2025 study session. CM Stuart noted that background information is available in Feb. 2024 study session materials.</p> <p>9/13: The Planning Commission recommend more frequent and expanded water quality testing in City wells. At the study session on September 10, the Commission leadership provided further context that the particular concern is PFAS. The current testing schedule is listed on page 256 of Attachment C and shows that Redmond currently tests for PFAS every three years. What would be needed in budget, staffing, or lab capacity in order to increase the frequency of PFAS testing to annually?</p> <p><b>Staff Comment</b>                      9/18: The City could increase to annual testing for all of its water supply sources with minimal additional investment. We have sufficient staff capacity in our Water Quality Division to take on sample collection and handling. Our operating budget, which is designed to accommodate a dynamic water quality monitoring schedule, should be able to absorb the additional costs for analysis through a certified lab.</p> <p>The City's water quality monitoring schedule is issued by the State Department of Health and changes regularly based on sample results, changing federal regulations, and new methods of analysis. Staff are working with subject matter experts internally and with our partners at the Department of Health to understand if there are benefits, as well as any potential unintended impacts of deviating from our established water quality monitoring schedule for PFAS.</p>	<p>Opened 9/13                      Closed 9/24</p>
<p>Rose Hill Tank Project (Stuart)</p>	<p><b>Councilmember Comment</b>                      9/24: CM Stuart noted that the Rose Hill tank project had expanded to include adding storage, understands there will be a budget request in the 2025-26 budget, and understands that there will be a \$10M request in the 2027-28 budget for the project. She emphasized the need for Redmond and Bellevue to work together on this issue.</p> <p>9/13: During the September 10 study session, staff and the Council discussed the role of the joint use tank in Kirkland in storing water for Redmond. We were reminded that this tank has a current project in our CIP. The title of that project is "tank painting and seismic retrofit." Please clarify if this project in the current CIP adds additional capacity to that asset, or just extends its reliability.</p>	<p>Opened 9/13                      Closed 9/24</p>

Issue	Discussion Notes	Issue Status
	<p><b>Staff Comment</b>                      9/16: The original project scope was for tank painting and seismic retrofit. During engineering analysis by the City of Kirkland’s engineering consultant it was discovered that the tank could not be retrofitted adequately and would need to be replaced with a new reservoir. The new reservoir will be larger, providing additional storage for Kirkland, Bellevue and Redmond. Redmond’s share of the project cost with additional storage is \$10.56 million dollars. The current CIP has the tank project funded at \$2.9 million with construction to be completed in 2025, which will not be met. As the owner of the reservoir, City of Kirkland is working on scheduling the updated project and necessary funding, and will continue to coordinate with Redmond and Bellevue to move the project forward. Public Works is coordinating with Finance to secure additional funding for the project and based on the current schedule, the funds will not be needed in the next few years.</p>	
<h3>Wastewater General Plan</h3>		
<p><b>Wastewater System Risk Mitigation Planning (Fields)</b></p> <p><i>Begin discussion 9/10</i></p>	<p><b>Councilmember Comment</b>                      9/24: Councilmember Salahuddin asked about the timeline for being able to monitor sewer flows.</p> <p>9/3: Councilmember Fields requested information on the key risks facing Redmond’s Wastewater System and asked how the General Wastewater Plan addresses or mitigates such risks.</p> <p><b>Staff Comment</b>                      9/24: Staff is targeting 2025 for launching a flow monitoring program to obtain better data on wastewater flows.</p> <p>9/10: The biggest risk for the wastewater system is overflowing during a heavy rainfall event. We use a computer model to predict where, and how much, surcharging will occur during a 100-year rainfall event under “Buildout” conditions. Many municipalities and King County use a 20-year rainfall event. Redmond used a 20-year event until the 2021 GWP when the city switched to a 100-year event because the City of Redmond Climate Vulnerability Assessment Report predicted more frequent and intense storms as climate change progressed. The City currently does not have a way to monitor the wastewater levels in manholes during heavy rain events to check against the model predictions. We plan on developing a Flow Monitoring Program to corroborate the modeling results and help determine the appropriate storm intensity to use.</p>	<p>Opened 9/3                      Closed 9/24</p>

Issue	Discussion Notes	Issue Status
<p>Rose Hill Septic to Sewer Conversion (Kritzer)</p> <p><i>Begin discussion 9/10</i></p>	<p><b>Councilmember Comment</b>                      Council President Kritzer requested information on how the General Wastewater Plan address septic to sewer conversions on Rose Hill.</p> <p><b>Staff Comment</b>                      Many of the hard-to-serve septic parcels are along the 132<sup>nd</sup> corridor. Kirkland owns all the 132<sup>nd</sup> corridor right-of-way and would not allow Redmond’s sewer pipe in their ROW. Staff is working on an agreement with Kirkland on a Master Wastewater Plan to serve the 132<sup>nd</sup> corridor. Once completed, the GWP will be amended to show how each parcel could be connected to sewer. A Septic to Sewer program could then be developed to get these parcels off septic. A Septic to Sewer program would need funding/staffing, policies outlining how much the ratepayers fund versus the homeowner, a loan program for fixed/low-income homeowners, and how to prioritize where to build sewer pipe with the available funds. People generally don’t want to pay to connect to sewer until their septic fails.</p>	<p>Opened 9/3                      Closed 9/10</p>

### Omnibus Package – Comprehensive Plan

<p>Rent Data (Forsythe)</p> <p><i>Begin discussion 9/10</i></p>	<p><b>Councilmember Comment</b>                      9/10: Council decided to keep the 2021 ACS numbers in the Plan, recognizing that there would be ongoing monitoring.</p> <p>9/3: Council Vice President Forsythe noted that documentation in the Housing Element includes rent data from 2021, which do not reflect current realities. She would like to see the numbers updated.</p> <p><b>Staff Comment</b>                      The Redmond 2050 Housing Element contains data from many sources. One of the primary sources is the United States Census Bureau data. Rent data is drawn from United States Census Bureau Data table DP04   Selected Housing Characteristics, 2021 5-Year Estimates. As of the writing of this discussion topic matrix, the newest version of this source is the 2022 5-Year Estimates. The change from 2021 to 2022 for median rent is \$2,172 to \$2,299. This change in median rent vales does not impact the overall policy direction of the Housing Element.</p>	<p>Opened 9/3                      Closed 9/10</p>
<p>Smart City Language (Kritzer)</p>	<p><b>Councilmember Comment</b>                      Council President Kritzer asked where the revised language for smart cities can be found in the Economic Vitality Element.</p> <p><b>Staff Comment</b></p>	<p>Opened 9/3                      Closed 9/24</p>

Issue	Discussion Notes	Issue Status
	<p>Based on Council feedback, policy EV-12, Smart Cities, was modified for the omnibus package. During Commission review of the omnibus package, Commissioner Van Niman requested more active language around the concept in EV-12 - "...Encourage other service providers to do the same."</p> <p>The Planning Commission recommended -</p> <p>EV-12 - Implement and promote smart-city technological initiatives that enhance the city's economic vitality while ensuring data privacy and security. <del>Encourage</del> Collaborate with other service providers to do the same take similar actions.</p> <p>Please note that this version of the policy was inadvertently not included in the Council's omnibus package presented at the staff report Sept. 3, 2024. It has been updated in the source file and will be part of the adoption package to be previewed on Nov. 4.</p>	
<p><b>Risk Mitigation (Fields)</b></p>	<p><b>Councilmember Comment</b>                      Councilmember Fields asked for a risk mitigation plan. What are the key risks, especially infrastructure risks, that the City sees in this planning period? How will the Council and community respond and mitigate if those risks manifest?</p> <p><b>Staff Comment</b>                      Specific water system and wastewater system risks are addressed above, separately.</p> <p>Key risks in comprehensive planning generally include:</p> <ul style="list-style-type: none"> <li>• Inaccurate assumptions about growth, either the total amount, or in where growth "wants" to occur.</li> <li>• Inaccurate assumptions about human behavior, such as how people travel or household size.</li> <li>• Technological advances that upend one or more planning assumptions, such as how advances in video conferencing have changed how people work, or the unpredictable consequences of the widespread use of artificial intelligence.</li> </ul> <p>Some mitigation strategies for these risks include:</p> <ul style="list-style-type: none"> <li>• Regularly updating plans to take account of new information and course correct as needed.</li> <li>• Making plans that can be implemented in a wide variety of conditions, or in other words, are resilient to real-world conditions. For example, the zoning regulations that will implement Redmond 2050 allow for some flexibility in how Redmond accommodates its growth target. If the market moves more toward a specific location or building typology, the plan can accommodate that.</li> </ul>	<p>Opened 9/3                      Closed 9/24</p>

Issue	Discussion Notes	Issue Status
	<ul style="list-style-type: none"> <li>Redmond 2050 included a main theme of resiliency in the review and update, including adopting a resiliency lens and review protocol. More information can be found at <a href="http://redmond.gov/1598">redmond.gov/1598</a> and <a href="http://redmond.gov/DocumentCenter/View/19917/Themes-20-Report---July-2021">redmond.gov/DocumentCenter/View/19917/Themes-20-Report---July-2021</a></li> </ul> <p><b>Redmond 2050 Theme and Definition of Resiliency:</b></p> <p><i><u>Resiliency: Ensuring that the community, as a whole, is prepared for, able to adapt to, and can recover effectively from disruptive conditions.</u></i></p> <p>Key infrastructure risks during this planning period, apart from those already identified for the water and wastewater systems, include:</p> <ul style="list-style-type: none"> <li>Climate Change impacts were folded into the development of the growth scenarios and evaluated as a part of the SEPA Environmental Impact Statement process.</li> <li>Growth happens more quickly than anticipated, stressing infrastructure. One of the hallmarks of growth management in Washington state is the concept of “concurrency” – that infrastructure needs to keep pace with growth. This is implemented in Redmond through Comprehensive Plan policies and development regulations that require a showing of concurrency. As a last resort these policies and regulations pause development approvals under concurrency can be achieved.</li> <li>Fiscal conditions change rapidly and unexpectedly. A severe recession, or major changes in how much outside revenue the City receives for infrastructure, or a combination, would impact the City’s ability to fund infrastructure. Mitigation measures include adopting prudent fiscal policies, which Redmond has, and re-opening plans to account for changed conditions.</li> </ul> <p>The City also has an adopted Hazard Mitigation Plan. See <a href="http://redmond.gov/589/Emergency-Plans">redmond.gov/589/Emergency-Plans</a>.</p>	
<p><b>Bringing the Comprehensive Plan Together (Kritzer)</b></p>	<p><b>Councilmember Comment</b></p> <p>9/24: Council President Kritzer remarked with appreciation on the multiyear process of bringing Redmond 2050 to this point.</p> <p>9/3: Council President Kritzer asked to discuss how the entire Comprehensive Plan is coming together as part of the Omnibus package.</p> <p><b>Staff Comment</b></p> <p>Early in the development of Redmond 2050 the Council endorsed themes around which the plan would be built. The themes are equity and inclusion, sustainability, and resilience. The themes are the primary way that the Comprehensive Plan coheres. With the Omnibus package, staff’s objectives were to improve consistency across elements drafted at different times by different people, correct errors, incorporate</p>	<p>Opened 9/3                  Closed 9/24</p>

Issue	Discussion Notes	Issue Status
	<p>requests made since the elements were last reviewed, remove duplication where appropriate, and generally tie all Comprehensive Plan elements together. The last objective was achieved in part by drafting the Goals, Vision, and Framework Element, which functions as a plan summary and contains and extended vision statement.</p> <p>Staff welcomes Council discussion on how the Comprehensive Plan reads as a cohesive document.</p>	
<p><b>Letter from Snoqualmie Tribe (Stuart)</b></p>	<p><b>Councilmember Comment</b>                      9/24: Councilmembers asked to hold a study session in 2025 to learn more about the context of the Critical Areas Regulations code update stream buffers topic.</p> <p>9/13: Has the Council seen the letter from Snoqualmie Tribes? It would be helpful to see the full context, in addition to the edits made throughout the omnibus package.</p> <p><b>Staff Comment</b>                      The letter from the Snoqualmie Tribe can be found in the public comments of the Planning Commission Report for the Natural Environment element:  <a href="https://www.redmond.gov/DocumentCenter/View/32910/2024_05-08-NE-CAR---PC-Report--Appendices#page=57">https://www.redmond.gov/DocumentCenter/View/32910/2024_05-08-NE-CAR---PC-Report--Appendices#page=57</a></p> <p>Updates made responding to the Tribe’s comments:</p> <p><b>Natural Environment Element</b></p> <ul style="list-style-type: none"> <li>• Intro/Vision Statement                             <ul style="list-style-type: none"> <li>○ Add statement on significance of area to local tribes</li> <li>○ Reference indigenous knowledge in planning processes</li> </ul> </li> <li>• Background section                             <ul style="list-style-type: none"> <li>○ Add language recognizing tribal stewardship of area land and waters</li> <li>○ Address indigenous knowledge in environmental stewardship</li> </ul> </li> <li>• Section C - Tree Canopy                             <ul style="list-style-type: none"> <li>○ Add contextual statement on culturally modified trees (CMTs)</li> <li>○ Add CMT identification and protection language to policy NE-86</li> </ul> </li> </ul> <p><b>Critical Areas Regulations</b>                      In the April 5 letter, the Snoqualmie Tribe requested that the City or Redmond apply the same protective buffers for fish bearing streams to non-fish bearing streams. City staff evaluated doing this. However, since</p>	<p>Opened 9/13                      Closed 9/24</p>



Issue	Discussion Notes	Issue Status
	<p>a large portion of the city has already been developed, increasing the non-fish bearing buffers would create nonconformities and would not provide an ecological lift due to the disconnect of hydrological functions due to buildings and impervious surfaces.</p> <p><b>Parks, Arts, Recreation, Culture, and Conservation Element</b></p> <ul style="list-style-type: none"> <li>Added paragraph to vision statement reflecting indigenous knowledge, responsible recreation, and tribal access.</li> <li>Participation, Implementation and Evaluation                     <ul style="list-style-type: none"> <li>Revised language in Policy PI-5: "PI-5 Promote and honor government relationships with federally recognized tribes, ensuring substantial opportunities for tribal governments to review the city's plans and projects."</li> </ul> </li> </ul>	
<p><b>Culturally Modified Trees (Stuart)</b></p>	<p><b>Councilmember Comment</b>                      9/13: Page 122: Please share examples of "culturally modified trees" in Redmond, as addressed by the letter from the Snoqualmie Tribes.</p> <p><b>Staff Comment</b>                      City staff are not aware of, and have not been made aware of, any culturally modified trees (CMTs) in Redmond. Based on the Tribe's feedback, narrative text was added to the Natural Environment element's <i>Section C - Tree Canopy</i> to provide context on this topic, as well as add policy language to help support efforts to identify and protect CMTs.</p> <p>The narrative that introduces the Tree Preservation and Canopy Enhancement section is shown below, together with policy NE-86. The bolded and underlined text is the proposed addition to the policy.</p> <p><i>The tree preservation and canopy enhancement policies address the value of protecting trees and enhancing the placement of trees within the city. A healthy tree canopy supports stormwater management and provides water quality improvements in receiving waters, as well as helps resist the spread of wildfire during drier months. In addition, the preservation of trees is important for the cultural and ecological heritage of the region. <b>Culturally Modified Trees, or CMTs, are trees that were modified in some way by past or current Indigenous People. CMTs are cultural resources and are non-renewable. The City will work with local tribal communities to identify and preserve CMTs.</b></i></p> <p><i>The City maintains and regularly updates a Tree Canopy Strategic Plan to implement the policies found in this section.</i></p> <p>...</p>	<p>Opened 9/13                      Closed 9/24</p>

Issue	Discussion Notes	Issue Status
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NE-86 Maximize tree retention and a treed appearance when development occurs through the following:

- Require the retention of viable tree clusters, forested slopes, treed gullies, and specimen trees that are of species that are long-lived, not dangerous, well-shaped to shield wind, and located so that they can survive within a development without other nearby trees.
- Design and construct developments to retain trees.
- Identify and protect trees during land divisions and site development.
- Allow some tree removal in Centers when required to allow development of climate-friendly higher-density and transit-oriented development.
- Allow removal of nonsignificant trees to provide for project construction.
- Plant replacement trees on appropriate areas of the site or off-site locations to replace significant trees removed during construction.
- Encourage appropriate tree pruning, avoiding topping.
- **Identify possible Culturally Modified Trees (CMTs) and take appropriate action to protect them in consultation with tribal communities.**

Examples of culturally modified trees:

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Issue	Discussion Notes	Issue Status
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This is an Indian Marker Tree, or culturally modified tree perhaps dating as far back to pre-Columbian times. Native Americans used to tie specific trees as saplings to create this curve as it grows to mark paths through high ground. Commonly found throughout North America in the Great Lakes Region. This specific tree is a sugar maple. Photos by me. Beaver Island, Michigan.



A culturally modified tree in Gifford Pinchot National Forest, Washington



<p>Capital Facilities (Stuart)</p>	<p><b>Councilmember Comment</b>                      9/24: Councilmembers agreed to this change.</p> <p>9/13: Page 142/Capital Facilities: Regarding large capital needs over the next 20 years, I suggest that we modify the language to include location of public safety facilities. Suggested edit: "new, upgraded, <u>and appropriately located</u> fire stations and public safety facilities..."</p> <p><b>Staff Comment</b>                      Pending Council direction, the Capital Facilities element will be updated with proposed language.</p>	<p>Opened 9/13                      Closed 9/24</p>
<p>Mental Health (Human Services Element) (Stuart)</p>	<p><b>Councilmember Comment</b>                      9/24: Council Vice President Forsythe asked that the acronym "LGBTQIA2S+" be used throughout Redmond 2050. Councilmembers agreed to this.</p>	<p>Opened 9/13                      Closed 9/24</p>

Issue	Discussion Notes	Issue Status
	<p>9/13: Page 202/Regarding current conditions: Suggested edit to be more inclusive. "Mental health is a challenge for many community members, which is made worse due to the lack of accessible mental health services. Disparate impacts of mental distress are found with: Lesbian, gay, <a href="#">bisexual, and transgender</a> community members..."</p> <p><b>Staff Comment</b>                      10/8: Staff will implement Council direction to use "LGBTQIA2S+" throughout Redmond 2050.</p> <p>9/24: Pending Council direction, the Human Services element will be updated with proposed language.</p>	
<p><b>Collaboration with Bellevue re: water storage in Overlake (Stuart)</b></p>	<p><b>Councilmember Comment</b>                      9/24: Councilmembers agreed to this change.</p> <p>9/13: Page 225/OV-2: Per water system plan, add water storage facilities to the list of facilities to collaborate with Bellevue on. Suggested edit: "Coordinate on transportation and other public facilities, such as <a href="#">water storage and</a> regional stormwater treatment facilities, that impact both cities."</p> <p><b>Staff Comment</b>                      Pending Council direction, the policy language will be revised as suggested.</p>	<p>Opened 9/13                      Closed 9/24</p>
<p><b>Definition of Equity (Stuart)</b></p>	<p><b>Councilmember Comment</b>                      9/24: Councilmembers Stuart and Nuevacamina expressed concern about the use of the word "equal" in the Redmond 2050 definition of equity, since there are instances where providing the same service is not the same as providing equitable service. CM Anderson was interested in ensuring that equitable decision-making processes are part of comprehensive planning.</p> <p>9/13: Page 456/Glossary: The definition of equity provided in this plan's glossary is important because it's a key value of all of the policies included. The definition here is similar, but slightly different, than the city's working definition that Council saw in the spring (draft REDI AR plan). Please share the context for the change from "equal access" to "equal" services.</p> <p><b>Staff Comment</b>                      9/24: The recommended Comprehensive Plan Glossary definition of equity is:</p>	<p>Opened 9/13                      Closed 9/24</p>

Issue	Discussion Notes	Issue Status
	<p><i>The City provides all community members with equal and effective city services, resources, opportunities, and influence so that all people achieve their full potential and thrive. Equity is a purposeful and eager journey toward well-being as defined by those most negatively impacted.</i></p> <p>The current draft REDI plan definition of equity (revised since spring) is:</p> <p><i>We treat people fairly and provide access to opportunities, resources, and decision-making processes, regardless of identity.</i></p> <p>The definition of Equity recommended in the glossary of the Comprehensive Plan was created as a component of the Redmond 2050 community engagement process – by the community for the community. The REDI plan definition was developed for the purpose of managing internal programs on equity and inclusion and was created through engagements with City staff, leadership, Council, and the Civics Results Team during the budget process. The Welcoming Committee is currently reviewing and offering their input into the final REDI plan, and a copy of the community generated definition of Equity from Redmond 2050 will be provided to them to inform their work.</p> <p>Director Helland noted that the Participation, Implementation, and Evaluation Element describes equitable decision-making processes.</p>	
<p>Minor Revisions to Comprehensive Plan Responding to Review from Department of Commerce (Staff)</p>	<p><b>Councilmember Comment</b></p> <p><b>Staff Comment</b>                      The Washington State Department of Commerce identified three recommended changes in a recent review of the Redmond Comprehensive Plan. A final comment letter is pending. The three recommended changes are described below.</p> <p><u>Land Use Element</u>                      Commerce staff recommends adding policy language specifically addressing environmental justice, consistent with recent changes in the Growth Management Act. Staff recommends adding a bullet point to FW-LU-2, which is a framework policy identifying the objectives of Redmond’s land use pattern. The additional objective would be: “Reduces and protects against disproportionate negative impacts from land development and exposure to environmental injustice.”</p> <p>Staff also recommends editing policy LU-9 in the Land Use Compatibility section: Ensure that land uses <u>consider environmental justice and</u> meet development regulations that limit adverse impacts, such as noise, spillover lighting, glare, vibration, smoke, and fumes.</p>	<p>Opened 9/24                      Closed 9/24</p>

Issue	Discussion Notes	Issue Status
	<p>Finally, staff recommends adding the following language to LU-23 as a new bullet point, directing the City to consider "Community members most vulnerable to climate change, and those with disproportionate exposure to environmental injustice."</p> <p><u>Population Projection</u>                      Commerce staff asked that the Comprehensive Plan include a population projection that is used consistently throughout the plan. Currently the plan discusses dwelling units, not population. Staff is developing a projection that is consistent with the preferred growth alternative. It will be available on or before the November 4 Committee of the Whole meeting.</p> <p><u>Accessory Dwelling Units</u>                      Commerce noted that ADU's should be a permitted use in all zones where residential uses are allowed. There was a drafting error that inadvertently omitted ADU's as a permitted use in the Urban Recreation zone, where homes are allowed. Staff will correct the error.</p>	

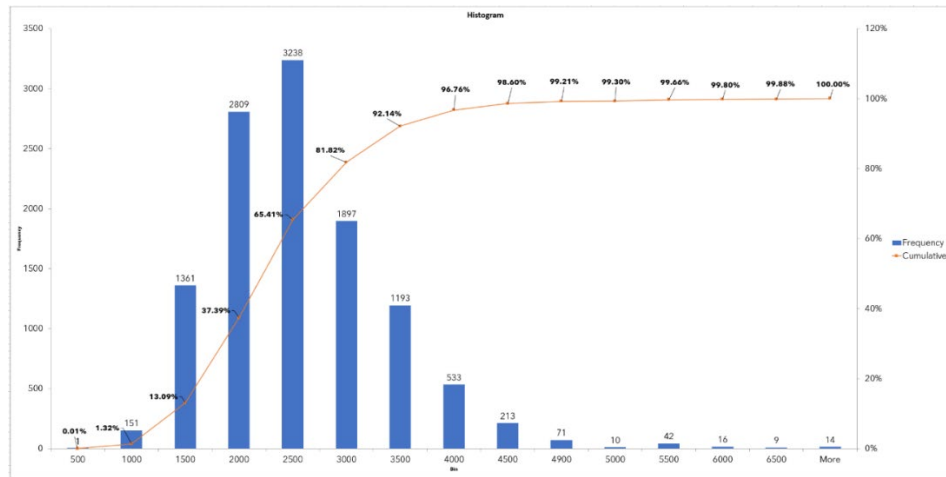
### Omnibus Package – RZC and RMC Amendments

<p><b>Outcomes of Grant for Multifamily Property Tax Exemption (Anderson)</b></p> <p><i>Begin discussion 9/10</i></p>	<p><b>Councilmember Comment</b>                      Councilmember expressed interest in the outcomes of the Housing Action Plan Implementation (HAPI) Grant and the associated updates to IZ and MFTE parameters.</p> <p><b>Staff Comment</b>                      Broadly, the HAPI grant work has informed both recommended affordability outcomes (mandatory inclusionary zoning (MIZ) and voluntary multifamily property tax exemption program (MFTE). The work provided economic data and financial feasibility models which have serve as one input into various affordability analyses.</p> <p>State law requires that jurisdictions create "Residential Targeted Areas" (RTAs) to identify geographic areas where developments might be eligible for local jurisdiction MFTE programs. Currently, the City of Redmond has Residential Targeted Areas: Downtown, Marymoor, and Overlake.</p> <p>Each of the RTAs have unique qualifying program parameters. Currently, the 8-year MFTE exemption parameters for Downtown are 10% of units at 60% Area Median Income. In contrast, Marymoor 8-year MFTE exemption parameters are 10% of units at 50%.</p> <p>Currently, the MFTE parameters require deeper levels of affordability (as determined by required AMI levels for the affordable housing units) than the underlying MIZ parameters, in exchange for the tax</p>	<p>Opened 9/3                      Closed 9/10</p>
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Issue	Discussion Notes	Issue Status
	<p>exemptions. The Redmond 2050 approach is to align MIZ and MFTE parameters, such that developments satisfying MIZ will also be eligible for MFTE. The intent of this effort is to achieve deeper levels of affordability and increasing the already successful participation rate in the MFTE program.</p> <p>This immediate Redmond 2050 comprehensive plan update package proposes to:</p> <ul style="list-style-type: none"> <li>• Update 8-year MFTE parameters for Overlake (12.5% of units at 50% AMI)</li> <li>• Create two new MFTE RTAs: Neighborhoods and Faith-Based Institutions</li> </ul> <p>The 2025 work plan includes:</p> <ul style="list-style-type: none"> <li>• Update 8-year MFTE parameters for Marymoor and Downtown</li> <li>• Create one additional new MFTE RTA: Citywide Mixed-Use                             <ul style="list-style-type: none"> <li>◦ Will also have bespoke MFTE parameters</li> </ul> </li> <li>• Continued analysis of 12-year and 20-year MFTE options</li> </ul>	
<p><b>Detached Single Family Home Size - follow-up to Jun. 11 study session (Stuart, Salahuddin, Kritzer, Forsythe)</b></p> <p><i>Begin discussion 9/10</i></p>	<p><b>Councilmember comment:</b></p> <p>9/24: A majority of Councilmembers favored setting a maximum detached single-family home size of 4,500 sq. ft. when there is a single unit on a lot.</p> <p>9/10: Councilmembers discussed and did not have a majority in favor of moving away from the Planning Commission’s recommendation. Three Councilmembers favored a maximum of 4,500 sq. ft., two favored a maximum of 4,900 sq. ft, and one had no preference. One Councilmember was absent, whose opinion could be decisive.</p> <p>9/3: Councilmembers expressed interest in the discussion around the 4,900 sq. ft. size limit for a single dwelling unit.</p> <p><b>Staff comment:</b></p> <p>The Planning Commission chair and vice chair will attend the September 10 meeting to offer the Commission’s perspective on this topic. The Commission has not had additional discussion on this topic since making a recommendation to the Council. Below is information copied from the Council’s last discussion of this topic on June 11.</p> <p>Staff conducted analysis of the King County assessor’s data on single family dwelling size in Redmond. This data contains 11,558 records with an extraction date of 3/1/2024. Based on this data:</p> <ul style="list-style-type: none"> <li>• <b>98.6%</b> of all single-family structures are <b>up to 4,500 sq. ft.</b></li> <li>• <b>99.2%</b> of all single-family structures are <b>up to 4,900 sq. ft.</b></li> </ul>	<p>Opened 9/3                      Closed 9/24</p>

**Issue**                      **Discussion Notes**                      **Issue Status**

- 2,330 sq. ft. is the average total living square feet for single-family structures.





**Issue                      Discussion Notes                      Issue Status**

<i>Home size up to (sqft)</i>	<i>Frequency</i>	<i>Cumulative %</i>
500	1	0.01%
1000	151	1.32%
1500	1361	13.09%
2000	2809	37.39%
2500	3238	65.41%
3000	1897	81.82%
3500	1193	92.14%
4000	533	96.76%
4500	213	98.60%
4900	71	99.21%
5000	10	99.30%
5500	42	99.66%
6000	16	99.80%
6500	9	99.88%
<b>Greater than 6500</b>	<b>14</b>	<b>100.00%</b>
	<b>11558</b>	

The maximum residential structure size would be based on “Gross Floor Area,” which is defined in RZC as “The area included within the surrounding exterior walls of a building or portion thereof, exclusive of vent shafts, elevator shafts, stairwells, courts, second-story atriums, and lobbies.” This definition includes below grade portions of the building, such as basements, and garages. By using the existing Gross Floor Area definition, the RZC will have a consistent methodology across all zones, which simplifies calculations for designers and staff.

Mayor Birney has identified a potential exemption to the maximum structure size for detached single-family homes for Council’s consideration, which is to exempt the finishing of interior space within an existing building envelope. This could be an unfinished basement or garage conversion, for example. The Assessor’s data extracted in March of 2024, indicates that there are no unfinished basements in single-family structures that are 4,900 sqft or bigger.

The 4,900 square foot limit impacts turnover from older homes to newer, larger, more expensive homes, but does not prevent the construction of detached single-family homes. Property owners will retain the freedom to redevelop older homes into new detached single-family homes if they choose to do so. However, the size limit, combined with other proposed residential regulations amendments, will leverage

Issue	Discussion Notes	Issue Status
	<p>market demand for more housing units to create financial incentives for middle housing. As such, the pressures of redevelopment on older (relatively) affordable housing stock would be similar under the proposed residential regulations amendments as to the status quo.</p> <p><u>Planning Commission Rationale for changing DSFH max square footage from 4,500 to 4,900:</u>                      This topic generated the majority of discussion from the Planning Commission. The Commission had a diversity of views on the appropriate size for the maximum limit on the detached single dwelling unit structure. Some Commissioners favored a limit of 5,000 sq. ft., and one commissioner favored a limit of 4,000 sq. ft. A majority recommendation emerged at 4,900 square feet.</p> <p>Planning commissioner viewpoints included the following considerations:</p> <ul style="list-style-type: none"> <li>• 3-car garages (for and against)                             <ul style="list-style-type: none"> <li>◦ Whether garages should be included in the square footage limit calculations</li> </ul> </li> <li>• Basements (finished and unfinished)</li> <li>• Home businesses</li> <li>• Creation of legally non-conforming properties</li> <li>• Intergenerational housing</li> </ul>	
<p><b>Pre-fabricated Housing (Forsythe)</b></p> <p><i>Begin discussion 9/10</i></p>	<p><b>Councilmember Comment</b>                      Council Vice President Forsythe noted a question from Planning Commission Chair Weston about how pre-fabricated housing would be allowed in the code. CVP Forsythe seeks clarity in the path for building pre-fabricated housing, as it is a cost-effective means of advancing middle housing goals.</p> <p><b>Staff Comment</b>                      Pre-fabricated homes, etc., are reviewed and permitted in substantively the same manner as conventionally constructed homes. So long as the pre-fabricated home is code compliant then the review process should be substantively similar to conventionally constructed homes.</p> <p>The key component for determining the implication for pre-fabricated/manufactured housing review and permitting is whether or not the structure has a <u>permanent</u> foundation.</p> <p>Per RZC 21.08.320 (<a href="https://redmond.municipal.codes/RZC/21.08.320">https://redmond.municipal.codes/RZC/21.08.320</a>), "Designated Manufactured Homes" can be sited on individual residential lots; these need to be on a <u>permanent</u> foundation and must meet the applicable density and dimensional standards of the underlying zone.</p> <p>"Manufactured Home" (<a href="https://redmond.municipal.codes/RZC/21.78_M">https://redmond.municipal.codes/RZC/21.78_M</a>) is a currently a distinct use in the Allowed Use Tables in the residential zones. It is a use by right in RA-5 through R-30. Manufactured</p>	<p>Opened 9/3                      Closed 9/10</p>

Issue	Discussion Notes	Issue Status
	<p>homes (i.e. <u>not</u> on a permanent foundation) and mobile homes are permitted only in manufactured home parks and mobile home parks. Such parks are permitted through the binding site plan process in RA-5 through R-18 and must be a minimum of 3 acres. The units must meet the density and dimensional standards of the underlying zone, except for lot coverage and impervious surface coverage. There are also a number of additional requirements (parking, screening, separation, etc.).</p>	
<p><b>Achieving Middle Housing Goals (Forsythe)</b></p> <p><i>Begin discussion 9/10</i></p>	<p><b>Councilmember Comment</b>                      Council Vice President Forsythe wrote: "Tonight [Sep. 3], we heard from a concerned resident about the health impacts of redevelopment in her neighborhood. Our new 2050 package is meant to work in favor of housing density and middle housing, but current economic trends are leading builders to build larger more expensive housing. How have we pivoted / future-proofed in the face of these economic trends to ensure we achieve our goals?"</p> <p><b>Staff Comment</b>                      Middle housing development, like all development, is influenced by many factors. It is true that economic conditions can, and sometimes do, change radically. Some of these factors are outside of the City's influence.</p> <p>To support the actual creation of middle housing typologies, staff endeavored to provide flexibility in the middle housing zoning code regulations. For example, the Neighborhood Residential zoning district standards do not have individual regulatory standards for the different typologies of middle housing (e.g., cottages, townhomes, triplexes, etc.). Staff also sought to remove costly barriers to middle housing such as streamlining some design standards.</p> <p>In addition, the economic scaling of housing in Redmond (and other high cost of living areas with significant demand for housing) lends itself towards fiscally incentivizing developers to explore middle housing over conventional detached single-family housing. The reason for this is that, in some circumstances, it is plausible that one big house on a big lot would sell for less than the sum of multiple smaller houses on that same lot. We have seen this occur already in Redmond where a lot that contained a detached single-family dwelling redeveloped into a handful of townhomes and thus sold for a greater total sum. The proposed middle housing regulations, and on-going middle housing implementation work, will make it easier, faster, and cheaper for developers to create middle housing.</p> <p>Staff will also observe middle housing development trends and continue to iterate in order to improve outcomes for this important housing effort.</p>	<p>Opened 9/3                      Closed 9/10</p>

Issue	Discussion Notes	Issue Status
<p><b>Green Building Incentives vs. Requirements (Fields)</b></p>	<p><b>Councilmember Comment</b>                      9/24: Councilmember Fields asked staff to double-check on the feasibility of requiring carbon tracking.</p> <p>9/3: Councilmember Fields asked for a Council discussion on the incentivization of green building elements vs. adopting mandatory requirements. CM Fields met with staff on 9/12 and additional information has been added below in response to that meeting.</p> <p><b>Staff Comment</b></p> <p>10/8: The proposed requirement to track embodied carbon is limited to the top three most carbon-intensive building materials: steel, concrete, and insulation. This recommendation arose from the Planning Commission’s discussion, where the Commission provided feedback that limiting the tracking to the top three most carbon-intensive materials would provide most of the benefit with the least amount of additional burden. In the Green Building Program appendix, staff provides resources to embodied carbon calculators.</p> <p>9/24: As part of the Redmond Zoning Code Rewrite (RZCRW), an overhaul of the green building program was identified as a need as the current program is out of date and not matching current codes and trends. The direction at that time was to update the program but keep it voluntary and paired with incentive program updates.</p> <p>From 2/13/24 Council Discussion Items: The City is updating its <a href="#">Green Building Incentive Program</a> (RZC 21.67) to align with the ESAP and modernize the program. Key elements of the proposed Green Building Incentive Program include:</p> <ul style="list-style-type: none"> <li>• 100% voluntary (consistent with the current program).</li> <li>• Reorients towards outcomes rather than specific certification programs</li> <li>• Applicable to multifamily and commercial projects.</li> <li>• Requires all electric buildings.</li> <li>• Aligns with the Washington <a href="#">Clean Building Performance Standard</a>, which creates energy performance requirements for existing buildings 20,000 SF and above. Alignment with the CBPS promotes higher long term compliance with the state law and leverages a widely used standard defined and managed by the state.</li> <li>• Creates flexibility for additional techniques (solar, EV charging stations, energy storage, water conservation, tree preservation, etc.).</li> <li>• Provides land use incentives identified by the underlying zoning district.</li> </ul>	<p>Opened 9/3</p>

Issue	Discussion Notes	Issue Status
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- Planning staff worked closely on code updates to ensure the RZCRW edits were coordinated with the Overlake incentive program revisions.
- During the testing phase of the Overlake incentives, a few green building incentives were identified by the consultant and stakeholders as having low to no cost implications and the community and developer feedback was a preference to **move the following items to mandatory**:
  - Building performance standard (any green building certification program)
  - Prescriptive energy code credits and energy management
  - Tracking and reporting requirements
  - Embodied carbon reduction



- As part of the 2025 code package, the following is proposed:
  - Those items mandatory in Overlake be made mandatory for all centers (moving all mandatory items to be found in RZC 21.67).
  - Considering mandatory for Urban Mixed-Use and Corridor Mixed-Use zones as well (either now or as part of a "next step").
  - Example Table for RZC 21.67 below. To be part of community discussion in fall of 2024.

Issue	Discussion Notes	Issue Status
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- Next steps would be to monitor which items on the incentive package get utilized most frequently and gather data on what the impacts are for the next three to five years. After analysis of the data consider if we should select new or alternative items for the mandatory requirements. This could be paired with a review of the incentive options and points for a coordinated recalibration based on the data collected.

EXAMPLE TABLE:

Applicability of Requirement (M = Mandatory, O = Optional)	In Centers		Outside Centers By Development Type	
	All Development Types	Non-Residential	Mixed Use	Multifamily
<b>1. Building performance standard</b>				
1a. Achieve any Green Building Rating or Certification System	M	O	O	O
1b. Compliance with WA State Clean Buildings performance standard at Tier 1 or Tier 2 EUI within 24 months.	M	M	O	O
1c. Share energy benchmarking data with City via Energy Star Portfolio Manager	M	M	M	M
<b>2. Energy Conservation and Management</b>				
2a. Washington State Energy Code for Commercial (WSEC-C) and Residential (WSEC-R) buildings	M	M	M	O
2b. Earn Green Lease Leaders Certification Silver or greater	M	O	O	O
<b>3. Embodied Carbon</b>				
Minimum reduction of 10%	M	M	M	M

Impact Fee  
 Reductions for  
 Affordable

Councilmember Comment

9/24: Council Vice President Forsythe expressed concern about queueing at day care centers, vs. total trips, due to day care centers having fewer parking spots than a similarly-sized retail outlet. Council

Opened 9/3  
 Closed 9/24

Issue	Discussion Notes	Issue Status
<p>Housing and Daycares (Salahuddin)</p>	<p>President Kritzer expressed support for the impact fee reductions proposed. Councilmember Nuevacamina asked how the City supports small businesses impacted by construction.</p>	
<p>Transportation Impacts of Daycare Facilities (Forsythe)</p>	<p>9/3: Councilmember Salahuddin wished to discuss the impact fee reductions and exemptions for affordable housing and daycares proposed in RMC 3.10. Council Vice President Forsythe wished to understand the transportation impacts of daycare facilities when they are operating, especially at pick-up and drop-off times.</p> <p><b>Staff Comment</b></p> <p>9/24: Director Helland noted that the impact of day care operations on the street system is studied when land use applications are reviewed. Depending on the size of the facility, it may be required to develop a mobility management program to manage peak demand and mitigate impacts like queueing. Regarding construction impacts to small businesses, Director Helland noted that there are regulatory limits to impacts (hours, e.g.), and that the City works with small businesses to mitigate impacts that are unavoidable.</p> <p>9/10:  <u>Impact Fee Reductions:</u>                      The Revised Code of Washington (per RCW 82.02.060) allows local jurisdictions to implement reductions or waivers of impact fees for low-income housing, childcare facilities, and developments with a “broad public purpose” are permitted.</p> <ul style="list-style-type: none"> <li>• Full Exemptions or Partial Exemptions of more than 80% of the impact fee <u>do</u> have an explicit requirement to pay the exempted portion of the fee from public funds other than impact fee accounts.</li> <li>• Partial Exemptions of 80% of the impact fee or less, do <u>not</u> have an explicit requirement to pay the exempted portion of the fee from public funds other than impact fee accounts.</li> </ul> <p>The draft regulatory amendments offer partial exemptions up to 80% of the impact fee.</p> <p>The draft regulatory amendments make progress toward Action 1.2 (Add criteria to the Redmond Municipal Code to allow for the consistent and predictable implementation of affordable housing impact fee waivers) of the adopted Redmond Housing Action Plan.</p> <p><u>Transportation Impacts of Daycare Facilities:</u>                      Transportation staff reviewed the Institute of Transportation Engineers (ITE) manual for daycares.</p> <ul style="list-style-type: none"> <li>• When comparing daycares to other types of commercial spaces, such as retail or office spaces, the vehicle trip generation can differ significantly.</li> <li>• The difference is due to the nature of the activities and operating hours.</li> </ul>	

Issue	Discussion Notes	Issue Status
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General comparison based on typical estimates from the (ITE) Trip Generation Manual:

**Vehicle Trip Generation Estimates**

Daycare Centers (ITE Land Use Code 565):

- AM Peak Hour: Approximately 40-50 trips per 1,000 square feet.
- PM Peak Hour: Approximately 30-40 trips per 1,000 square feet.
- Daily Trips: Approximately 300-500 trips per 1,000 square feet.

Retail (e.g., General Retail Stores, ITE Land Use Code 820):

- AM Peak Hour: Approximately 70-100 trips per 1,000 square feet.
- PM Peak Hour: Approximately 100-150 trips per 1,000 square feet.
- Daily Trips: Approximately 500-800 trips per 1,000 square feet.

Office Buildings (ITE Land Use Code 710):

- AM Peak Hour: Approximately 40-60 trips per 1,000 square feet.
- PM Peak Hour: Approximately 30-50 trips per 1,000 square feet.
- Daily Trips: Approximately 200-400 trips per 1,000 square feet.

**Comparison:**

- AM Peak Hour Trips: Retail spaces generally generate the highest number of trips per square foot during the AM peak hour, followed by daycares and then office spaces.
  - Daycares have lower trip generation compared to retail and are similar to office spaces.
- PM Peak Hour Trips: Retail spaces again tend to generate the highest number of trips during the PM peak hour.
  - Daycares have a moderate trip generation compared to retail and a bit higher than typical office buildings.
- Daily Trips: Retail spaces typically have the highest daily trip generation, followed by daycares, with office spaces having the lowest daily trip generation.

These numbers can vary depending on factors such as location, size, and specific operational characteristics of the commercial space.

<p><b>Electric Vehicle Spaces (Forsythe)</b></p>	<p><b>Councilmember Comment</b>                  9/24: Council Vice President Forsythe asked about the difference between EV “ready” and EV “capable.” CVP Forsythe suggested increasing requirements for “ready” and “capable” spaces to 40-50% and 50-70% of total spaces, respectively, to future-proof new buildings. CM Stuart asked Councilmembers to consider if establishing a minimum was contrary to other Redmond 2050 principles; CM Nuevacamina similarly asked Councilmembers to consider the unintended equity consequences of establishing a minimum. CM</p>	<p>Opened 9/3</p>
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Issue	Discussion Notes	Issue Status
	<p>Fields asked what the City's responsibility would be to those who would be required to maintain this infrastructure. CVP Forsythe asked to know how many stalls in a typical building would be affected. Mayor Birney suggested obtaining information about EV infrastructure delivery in recent projects to inform the discussion. Council President Kritzer identified this topic as a potential topic to resolve at a future Committee of the Whole meeting.</p> <p>9/10: Council Vice President Forsythe asked for a staff recommendation on whether to have a minimum electrical vehicle charging requirement in the Redmond Zoning Code.</p> <p>9/3: Council Vice President Forsythe noted the removal of language for electric vehicle spaces in RZC 21.40.030.B.1. She asked to know where language can be found in the RZC in support of electric vehicle spaces, and capabilities for future-proofing capacity.</p> <p><b>Staff Comment</b></p> <p>10/8: Staff has gathered additional information in support of advancing this topic.</p> <p><u>Definitions</u></p> <ul style="list-style-type: none"><li>• EV-Capable parking stalls have panel capacity and conduit for future charging.</li><li>• EV-Ready parking stalls are those with panel capacity, conduits, full circuits, and receptacles or junction boxes. They are "ready" for charger installation.</li></ul> <p><u>Future Proofing</u></p> <p>EV adoption is accelerating, and faster in Redmond than statewide. In 2023, 24% of new vehicle registrations in ZIP code 98052 were for battery electric vehicles, compared to 11% statewide. Sales of new internal combustion engine vehicles in Washington state will end in 2035 under state law. Buildings with parking built today will be in service for many years beyond 2035.</p> <p><u>Upfront vs. Retrofit Costs</u></p> <p>Requiring EV-capable or EV-ready infrastructure adds upfront construction costs, while saving considerably more in future retrofit costs. King County estimated these costs in 2020 as shown in the table below.</p>	

**Issue                      Discussion Notes                      Issue Status**

<b>Development Type</b>	<b>EV Ready – per space</b>	<b>EV Installed – per space (does not include EV Ready costs)</b>	<b>Total Cost Range (for new construction)</b>	<b>Retrofit Total Cost Range – per space</b>
<b>Single Family/ Duplex</b>	\$150 – \$375	\$500 – \$600	\$650 – \$975	\$1,100 – \$2,000
<b>Townhome</b>	\$150 – \$3,600	\$500 – \$3,250	\$650 – \$6,850	\$1,100 – \$7,500
<b>Apartment – simple chargers</b>	\$1,200 – \$1,500	\$1,200 – \$1,500	\$2,400 – \$3,000	\$2,900 – \$8,200
<b>Apartment, Commercial &amp; Parking Lots – dynamic chargers</b>	\$600 – \$1,500	\$3,000 – \$3,250	\$4,200 – \$4,750	\$4,100 – \$10,000

In 2024, the City of Bellevue estimated that the added upfront cost of mandating EV infrastructure (20% capable, 40% ready, 15% installed) was \$29,000-\$45,000 for a 50-unit building, representing about a 0.34% premium over typical construction costs for such a building.

Data

The City captures some electric vehicle infrastructure information in its permit system, but not in a way that readily allows staff to see what percentage of parking in a project is developed as EV capable, ready, and installed. Staff is aware that some new developments, like Proctor Willows, have placed EV chargers in all townhome units. Staff will investigate capturing this information, and parking information generally, in a systematic fashion so that it can be easily reported in the future.

Equity and Maintenance Considerations

Beyond climate action and sustainability, Councilmembers identified equity and maintenance as important considerations. The recommended Redmond 2050 Transportation Element includes these two statements on equity in mobility:

- *[A]dvancing equity means investing in travel modes that improve mobility for those who do not drive.*
- *To advance equity and inclusion, Redmond must especially consider the impacts of transportation decisions on communities who have been disproportionately harmed by past decisions.*

Issue	Discussion Notes	Issue Status
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The Council should consider how establishing a minimum amount of electric vehicle infrastructure would impact mobility for those who do not drive. Would setting a minimum standard that exceeds IBC requirements shift resources from the non-driving population to the driving population? Perhaps, but at the same time, vehicle parking is expensive. Thus, developers will still have ample incentive to provide only as much parking as they believe the market demands.

The recommended Transportation Element does not directly address privately-owned charging infrastructure. It generally encourages transportation system design that shifts more people to “efficient and zero emission vehicles.” One way to consider the issue of maintenance is that the IBC is already requiring EV charging system installations in many buildings. City action to increase the actual or potential size of those systems won’t change that. EV charging systems will join many other systems as components for which owners and property managers must account.

Recommendation

This fall the Planning Commission will be reviewing green building requirements and incentives as part of the 2025 Code Package. This provides an excellent opportunity for staff to continue to collect and analyze information on EV infrastructure, provide it to the Planning Commission, and for the Planning Commission to conduct a hearing process and forward a recommendation on EV infrastructure requirements to the City Council in Q1 2025. The benefit of this path is that it provides additional opportunities for public engagement with the material, including a public hearing, and it offers an opportunity to establish EV infrastructure requirements citywide.

9/24: Earlier in the Redmond 2050 review process, the City Council reviewed changes to RZC 21.67 Green Building Incentive Program. One of the recommendations that Council supported was setting a voluntary standard for EV charging that exceeds requirements in adopted building codes. In most cases, the voluntary standard would require 10 percentage points more electric vehicle charging than what the building code requires, as shown in the table below.

Occupancy	Number of EV Charging Stations		Number of EV-Ready Parking Spaces		Number of EV-Capable Parking Spaces	
	<i>Building Code Requirement</i>	<i>Proposed Green Building Incentive Standard</i>	<i>Building Code Requirement</i>	<i>Proposed Green Building Incentive Standard</i>	<i>Building Code Requirement</i>	<i>Proposed Green Building Incentive Standard</i>

Issue	Discussion Notes	Issue Status
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Group A, E, F, H, I, M, and S occupancies	10% of total parking spaces	20% of total parking spaces	10% of total parking spaces	20% of total parking spaces	10% of total parking spaces	20% of total parking spaces
<b>Group R occupancies</b>						
Buildings that do not contain more than two dwelling units	Not required	Not required	One per dwelling unit	One per dwelling unit	Not required	Not required
Dwelling units with private garages	Not required	Not required	One per dwelling unit	One per dwelling unit	Not required	Not required
All other Group R occupancies	10% of total parking spaces	20% of total parking spaces	25% of total parking spaces	35% of total parking spaces	10% of total parking spaces	20% of total parking spaces

Council could choose to change the EV parking incentives into a requirement. This could be citywide or only in centers. There is additional cost to building EV station/spaces/capacity, but at the same time staff is seeing developers respond to market pressures to add EV infrastructure even in the absence of additional incentives. The cost to retrofit a building with EV infrastructure after it is complete is about 3-4x the cost to incorporate EV infrastructure at the outset.

9/10: Building code requirements for electric vehicle charging spaces have changed since this section of code was last updated. IBC section 429.1 requires that between 10% and 25% of parking stalls for new construction be electric vehicle spaces, depending on the occupancy. The zoning code provisions conflicts with this and so the RZC provision is proposed to be eliminated. The IBC provision will result in the construction of EV spaces without the need to require the same in the RZC.

Both the IBC and RZC are subject to continued updates to meet evolving community needs. The Council could choose to re-instate a minimum EV space percentage through the RZC if it determined that the IBC provisions did not meet Redmond's needs. Separately, the City is studying locations for deploying public EV charging.



Memorandum

Date: 10/8/2024

File No. CM 24-470

Meeting of: Committee of the Whole - Finance, Administration, and Communications

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
Finance	Kelley Cochran	425-556-2748

DEPARTMENT STAFF:

Planning and Community Development	Jason Lynch	Deputy Director
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TITLE:

Permit Fee Refund Mandates under State Legislation Senate Bill 5290

OVERVIEW STATEMENT:

Over the last several months, staff have been briefing City Council on the process improvements necessary to meet state legislative timeline mandates contained in Senate Bill (SB) 5290. The enacted legislation also stipulates that if permit review timelines are not met, the City will be required to reimburse a portion of permit fees to individual applicants. The City can avoid this impact by adopting three additional measures identified in the bill. This memorandum addresses the three additional measures that can be implemented at this time as a component of the 2025-26 budget package to insulate the City from having to pay refunds.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

Direct staff to draft a resolution describing the three additional measures that can be implemented to insulate the City from having to pay mandated permit fee refunds. The resolution would be adopted together with the budget package for 2025-26.

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
Community Strategic Plan - Housing Choices: Strategy #1 Increase the overall supply of housing and provide access to more affordable homes. Actions - Implement Housing Action Plan two-year goals.  
Housing Action Plan - Strategy 2: Reduce the cost to develop housing through process improvements and

increased regulatory predictability.

Action 2.2. Regularly assess development review processes to identify opportunities for increased efficiencies.

Fiscal Policy - City of Redmond, Washington

- 1. General Financial Goals
- 2. Operating Budget Policies
- 3. Revenue Policies
- 4. Expenditure Policies
- 11. Accounting, Auditing, and Financial Reporting Policies

• **Required:**

Senate Bill-5290 amended the Local Project Review Act, Chapter 36.70B RCW, required timelines for jurisdictions to issue a final decision on an application for land use review within the following timeframes.

- 65 Days: For project permits that do not require public notice under RCW 36.70B.110, a local government must issue a final decision within 65 days of the determination of completeness under RCW 36.70B.070.
- 100 Days: For project permits that require public notice under RCW 36.70B.110, a local government must issue a final decision within 100 days of the determination of completeness under RCW 36.70B.070.
- 170 Days: For project permits that require public notice under RCW 36.70B.110 and a public hearing, a local government must issue a final decision within 170 days of the determination of completeness under RCW 36.70B.070.

Beginning January 1, 2025, if SB 5290 timelines are not met, a jurisdiction will be required to refund 10-20% of application review fees unless additional measures have been adopted. The full list of additional measures is provided in Attachment A Excerpts of the Local Project Review Act.

• **Council Request:**

N/A

• **Other Key Facts:**

N/A

**OUTCOMES:**

Having a predictable and consistent set of development review timelines will benefit both applicants and staff, and support City goals identified in the Community Strategic Plan and Housing Action Plan. The City has hired Matrix Consulting Group to provide process improvement services related to development review. The Matrix contract and scope of work were approved by the City Council on the May 21, 2024, Consent Agenda. [City of Redmond - File #: AM No. 24-070 \(legistar.com\)](#) <

<https://redmond.legistar.com/LegislationDetail.aspx?ID=6693812&GUID=F8A17DB7-9569-4085-AAD4-B8E363AEFD34>>

The Planning and Community Development, Public Works, and Fire Departments will continue their performance improvement efforts into the next biennium as we continue to identify amendments needed to the Redmond Zoning Code to implement additional streamlining measures aimed at reducing timelines. The following three additional measures from SB 5290 can be implemented in the meantime as a component of the 2025-26 budget package to insulate the City from the fee refund mandates.

- (b) Imposing reasonable fees, consistent with RCW [82.02.020](#) <

<http://app.leg.wa.gov/RCW/default.aspx?cite=82.02.020>>, on applicants for permits or other governmental approvals to cover the cost to the city, town, county, or other municipal corporation of processing applications, inspecting and reviewing plans, or preparing detailed statements required by chapter [43.21C](#) <  
<http://app.leg.wa.gov/RCW/default.aspx?cite=43.21C>> RCW. The fees imposed may not include a fee for the cost of processing administrative appeals. Nothing in this subsection limits the ability of a county or city to impose a fee for the processing of administrative appeals as otherwise authorized by law;

(d) Maintaining and budgeting for on-call permitting assistance for when permit volumes or staffing levels change rapidly;

(e) Having new positions budgeted that are contingent on increased permit revenue;

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

• **Timeline (previous or planned):**

A draft resolution will be introduced to the City Council at the November Planning and Public Works Committee of the Whole. The resolution necessary to insulate the City from permit fee refund mandates would be adopted as a component of the 2025-26 budget package.

• **Outreach Methods and Results:**

Staff have discussed this approach with the Master Builders of King and Snohomish County and One Redmond Government Affairs. Matrix Consulting circulated a questionnaire to all Redmond applicants who had submitted permit applications for review in the last three years. Feedback from that questionnaire and focused conversations with applicants that are planned in October will be used to identify streamlining priorities for the next biennium.

• **Feedback Summary:**

Developers uniformly want the departments that contribute to permit review to streamline their practices. They view refunds as antithetical to departmental efforts to improve performance and are supportive of the additional measures that would insulate the City from having to pay refunds while streamlining efforts are underway.

**BUDGET IMPACT:**

The City contracted for and completed a developer user fee study that supports imposition of reasonable fees consistent with RCW 82.02.020. The City also hired Matrix Consulting Group to undertake process improvement services related to development review that will inform code amendments necessary to continue streamlining efforts into the next biennium.

**Total Cost:**

\$ 250,000: Developer User Fee Update

\$ 145,000: Matrix Consulting Group Contract

**Approved in current biennial budget:**

Yes

No

N/A

**Budget Offer Number:**

0000137 One-time Service Enhancement: Developer User Fee Update (\$250,000)

0000021 Finance

Date: 10/8/2024

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 24-470

Type: Committee Memo

0000042 Development Services (\$145,000 plus staff support)

**Budget Priority:**

Strategic and Responsive

Vibrant and Connected

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

If yes, explain:

N/A

**Funding source(s):**

General Fund

Development Review Fees

**Budget/Funding Constraints:**

Optional measures must be adopted by January 1, 2025, to insulate the City from having to pay mandated permit fee refunds.

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/2/2024	Committee of the Whole - Planning and Public Works	Receive Information
7/16/2024	Business Meeting	Provide Direction
9/10/2024	Study Session	Receive Information
10/1/2024	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
11/4/2024	Committee of the Whole - Planning and Public Works	Provide Direction

**Time Constraints:**

Optional measures must be adopted by January 1, 2025, to insulate the City from having to pay mandated permit fee refunds. Staff recommends that these measures be adopted as a component of the 2025-26 budget adoption package.

**ANTICIPATED RESULT IF NOT APPROVED:**

If permit review timelines mandated under SB 5290 are not met, the City will be required to reimburse a portion of permit fees to individual applicants.

**ATTACHMENTS:**



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**Date:** 10/8/2024

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 24-470

**Type:** Committee Memo

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Attachment A: Excerpts of the Local Project Review Act - Refund Mandates (measures that can be adopted by the City before January 1, 2025 have been highlighted for ease of reference)

## Excerpts of the Local Project Review Act – Refund Mandates

### RCW 36.70B.160

#### **Additional project review encouraged—Additional measures for certain jurisdictions—Construction (*as amended by 2023 c 338*).**

(1) Each local government is encouraged to adopt further project review and code provisions to provide prompt, coordinated review and ensure accountability to applicants and the public~~((, including expedited review for project permit applications for projects that are consistent with adopted development regulations and within the capacity of systemwide infrastructure improvements))~~by:

(a) Expediting review for project permit applications for projects that are consistent with adopted development regulations;

(b) Imposing reasonable fees, consistent with RCW **82.02.020**, on applicants for permits or other governmental approvals to cover the cost to the city, town, county, or other municipal corporation of processing applications, inspecting and reviewing plans, or preparing detailed statements required by chapter **43.21C** RCW. The fees imposed may not include a fee for the cost of processing administrative appeals. Nothing in this subsection limits the ability of a county or city to impose a fee for the processing of administrative appeals as otherwise authorized by law;

(c) Entering into an interlocal agreement with another jurisdiction to share permitting staff and resources;

(d) Maintaining and budgeting for on-call permitting assistance for when permit volumes or staffing levels change rapidly;

(e) Having new positions budgeted that are contingent on increased permit revenue;

(f) Adopting development regulations which only require public hearings for permit applications that are required to have a public hearing by statute;

(g) Adopting development regulations which make preapplication meetings optional rather than a requirement of permit application submittal;

(h) Adopting development regulations which make housing types an outright permitted use in all zones where the housing type is permitted;

(i) Adopting a program to allow for outside professionals with appropriate professional licenses to certify components of applications consistent with their license;  
or

(j) Meeting with the applicant to attempt to resolve outstanding issues during the review process. The meeting must be scheduled within 14 days of a second request for corrections during permit review. If the meeting cannot resolve the issues and a local government proceeds with a third request for additional information or corrections, the local government must approve or deny the application upon receiving the additional information or corrections.

(2)(a) After January 1, 2026, a county or city must adopt additional measures under subsection (1) of this section at the time of its next comprehensive plan update under RCW **36.70A.130** if it meets the following conditions:

(i) The county or city has adopted at least three project review and code provisions under subsection (1) of this section more than five years prior; and

(ii) The county or city is not meeting the permitting deadlines established in RCW **36.70B.080** at least half of the time over the period since its most recent comprehensive plan update under RCW **36.70A.130**.

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