

City of Redmond



Agenda

Tuesday, March 14, 2023

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

Jeralee Anderson

David Carson

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

Melissa Stuart

AGENDA

ROLL CALL

1. 2022 Annual Community Survey Results [CM 23-121](#)
Department: Executive, 10 minutes
Requested Action: Informational

2. Quarterly Overtime Report, 1/1/21 - 12/31/22 [CM 23-131](#)
[Attachment A: 2022 4th Quarter Overtime Report](#)
Department: Finance, 10 minutes
Requested Action: Informational

3. Ordinances to Update Boards and Commissions Processes and Holding Meetings during a Declared Emergency [CM 23-130](#)
[Attachment A: Ordinance - General Boards and Commissions Code Update](#)
[Attachment B: Ordinance - Salary Commission](#)
[Attachment C: Ordinance - Arts and Culture Commission Code Update](#)
[Attachment D: Ordinance - Parks and Trails Commission Code Update](#)
[Attachment E: Ordinance - Protocol for Meetings Held During a Declared Emergency](#)
[Brief Summary of Changes](#)
Department: Executive, 5 minutes
Requested Action: Consent, March 21st

4. Discussion on 2023 Process for Updating Mayor's Salary [CM 23-118](#)
Department: Human Resources, 10 minutes
Requested Action: Study Session, March 28th

5. Lodging Tax Advisory Committee (LTAC) Reappointment of Latha Sambamurti [CM 23-113](#)
[Attachment A: Current Terms and Vacancies](#)
Department: Planning and Community Development, 5 minutes
Requested Action: Consent, March 21st

6. Contract Approval for Economic Study of Incentive Packages [CM 23-123](#)
for Redmond Centers

[Attachment A: Contract with Exhibits](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, March 21st

7. Supplemental Agreement for Redmond 2050 Environmental [CM 23-124](#)
Review

[Attachment A: Supplemental Agreement No. 3 and Scope of Work](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, March 21st

ADJOURNMENT



Memorandum

Date: 3/14/2023

File No. CM 23-121

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
Executive	Lisa Maher	425-556-2427

DEPARTMENT STAFF:

Executive	Jill Smith	Communications Manager
-----------	------------	------------------------

TITLE:

2022 Annual Community Survey Results

OVERVIEW STATEMENT:

Staff will brief City Councilmembers that a representative with EMC Research Inc. will present the results of the City's 2022 annual community survey during the April 25 study session. The statistically valid portion of the annual survey was conducted with a random subset of residents (voters and non-voters) January-February 2023. The survey then opened to all community members on March 6.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Strategic Plan, city budget, and other plans that use data collected from the annual community survey to track performance measures.
- **Required:**
N/A
- **Council Request:**
Council approved the project in city budget.
- **Other Key Facts:**
N/A

OUTCOMES:

This survey provides a statistically accurate “pulse” of the community and shows trends from year-to-year. The results provide community feedback and insight to inform the City’s budget and performance measures.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
 January-February 2023 - Statistically valid survey by invitation only to a random subset of residents, including voters and non-voters
 March 6, 2023 - Survey open online to entire community
 April 25, 2023 - EMC presents final survey results
 April/May - Results are shared with the community and posted on redmond.gov
- **Outreach Methods and Results:**
 Postcard invitations to participate in the annual community survey were mailed to about 4,000 Redmond households in January 2023, and then follow up contact was made to ensure a statistically valid representation of Redmond was achieved.

The citywide online survey was promoted through enews, social media, emails, and other city communications.

- **Feedback Summary:**
 N/A

BUDGET IMPACT:

Total Cost:
\$51,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000027 Community outreach and involvement

Budget Priority:
Strategic and Responsive

Other budget impacts or additional costs: Yes No N/A
If yes, explain:
N/A

Funding source(s):
General Fund

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/25/2023	Study Session	Receive Information

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

None



Memorandum

Date: 3/14/2023

File No. CM 23-131

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	425-556-2189
---------	----------------	--------------

DEPARTMENT STAFF:

Finance	Marissa Flynn	Sr. Financial Analyst
---------	---------------	-----------------------

TITLE:

Quarterly Overtime Report, 1/1/21 - 12/31/22

OVERVIEW STATEMENT:

Review Quarterly Overtime Report, 1/1/21 - 12/31/22

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:

Key highlights from the Quarterly Overtime Report include the following:

- **Excluding unbudgeted costs that are fully reimbursable** (i.e., related to the pandemic or development agreements):

- **Citywide** overtime costs are 195.3% of budget vs. 100% target for the biennium.
 - Primarily driven by firefighter backfill due to vaccination mandate.
- **Fire Department** overtime costs are 233.3% of budget vs. 100.0% target for the biennium.
 - Primarily driven by firefighter backfill due to vaccination mandate and new hire backfill during Fire Academy/Paramedic training.
- **Police Department** overtime costs are 177.1% of budget vs. 100.0% target for the biennium.
 - Primarily driven by investigations of sensitive criminal cases and recruitment/testing for commissioned officer vacancies.
- **All Other Departments'** overtime costs are 152.7% of budget vs. 100.0% target for the biennium.
 - Primarily driven by February 2021, December 2021, November 2022, and December 2022 snow events, water main breaks and SCADA issues, implementing a new business licensing application, opening a cooling shelter in during June 2021 heat dome, and Planning staff vacancies during a very high level of development activity.
- **Looking at regular salaries and overtime costs together**, excluding unbudgeted costs that are fully reimbursable (i.e., related to the pandemic or development agreements):
 - **Fire Department** costs are 108.3% of budget vs. 100.0% target for the biennium.
 - **Police Department** costs are 104.5% of budget vs. 100.0% target for the biennium.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:

N/A

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

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

2022 4th Quarter Overtime Report

Quarterly Overtime Report January 1, 2021 Through December 31, 2022

Citywide overtime costs are 215.5% of budget versus an 100% target for the biennium largely due to unanticipated overtime related to the Fire and Police response to the COVID-19 pandemic and backfill associated with the vaccination mandate for Fire personnel. Excluding unbudgeted costs that are fully reimbursable (i.e., related to the pandemic or development agreements), citywide overtime costs are 195.3% of budget. A brief summary by department follows.

Fire Department

Overtime costs are 233.3% of budget versus an 100.0% target for the biennium primarily due to the following:

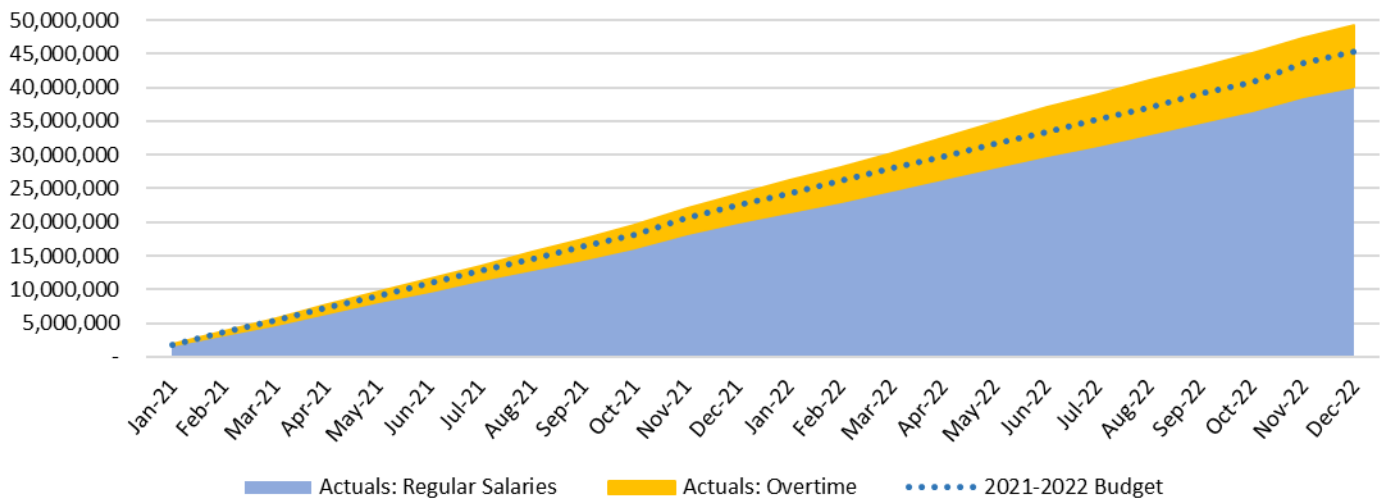
- *Extraordinary or Unanticipated Events:*
 - *COVID-19 Pandemic:* \$602,732 in unbudgeted overtime costs related to the staffing of vaccination programs and testing sites. These costs are fully reimbursable by the Federal Emergency Management Agency (FEMA), Washington State Patrol, King County Public Health, and Microsoft.
 - *February 2021 Snow Event:* \$12,809 in unbudgeted overtime costs.
 - *December 2021 Snow Event:* \$37,860 in unbudgeted overtime costs.
 - *Vaccination Mandate:* An estimated \$3M in unbudgeted overtime costs to backfill for 9 positions that opted to not get vaccinated.
 - The net impact of overtime costs were higher than anticipated (\$748K) due to continuing to pay salaries and benefits for unvaccinated staff who were on leave. This resulted in a decrease in anticipated salary savings which would have offset the increase in overtime expenditures.
- *King County Medic One Levy:* \$2,560,632 in overtime costs related to Advanced Life Support operations, the Mobile Integrated Health Program, and firefighters enrolled in the University of Washington/Harborview Medical Center Paramedic Training Program, which are fully reimbursable by the King County Medic One Levy. The resulting overtime budget overage is \$443K or 20.9%.
- *Development Revenues:* \$109,116 in overtime costs related to after-hours work performed by Fire Prevention, which are fully reimbursable by development services customers.
- *Fire Academy/Paramedic Training:* Several entry-level firefighters were hired in late 2020 and did not begin line service until June 2021, following their graduation from the Eastside Metro Training Group (EMTG) Fire Academy. Some overtime backfill was required while they were at the Academy. In addition, line personnel from participating EMTG agencies, including Redmond, also serve as trainers and are unavailable to serve on the line when working in this capacity, thereby requiring overtime backfill.

- *Light & Modified Duty*: Several Fire personnel are serving on light or modified duty mainly due to injuries. While these staff continue to support Department work, their unavailability for line service contributes to higher overtime costs.

Excluding unbudgeted costs that are fully reimbursable (i.e., related to the pandemic or development agreements), Fire overtime costs are 217.0% of budget.

Looking at regular salaries and overtime together, excluding unbudgeted costs that are fully reimbursable, total costs are 108.3% of budget relative to an 100.0% target for the biennium (see the following graph and table).

**Fire Regular Salaries & Overtime
(Excluding Development Agreements & COVID-19)**



Fire Department	2021-2022 Budget	2021-2022 Actual	% Spent	% Over (Under) Expected	\$ Over (Under) Expected
Regular Salaries	\$ 41,143,912	\$ 40,096,682	97.5%	-2.5%	\$ (1,047,230)
Overtime Salaries	4,283,352	9,116,258	212.8%	112.8%	4,832,906
Total Salaries	\$ 45,427,264	\$ 49,212,941	108.3%	8.3%	\$ 3,785,676

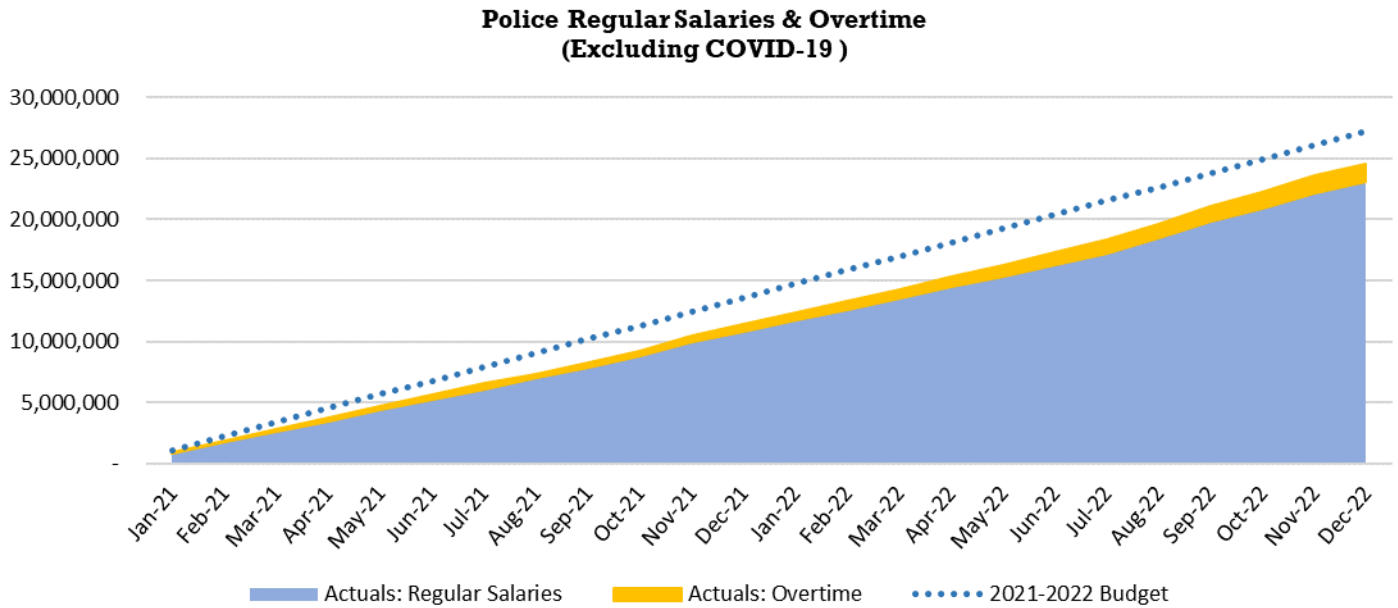
Police Department

Overtime costs are 177.1% of budget versus an 100.0% target for the biennium due to unanticipated overtime related to the COVID-19 pandemic, investigations of sensitive criminal cases, and recruitment and testing for commissioned officer vacancies.

Police overtime is also offset by flagging revenues of \$408,340.

Excluding unbudgeted costs that are fully reimbursable (i.e., related to the pandemic), overtime costs are 169.1% of budget.

Looking at regular salaries and overtime together, excluding unbudgeted costs that are fully reimbursable, total costs are 89.7% of budget relative to an 87.5% target for the biennium (see the following graph and table).



Police Department	2021-2022 Budget	2021-2022 Actual	% Spent	% Over (Under) Expected	\$ Over (Under) Expected
Regular Salaries	\$ 26,171,487	\$ 26,707,982	102.0%	2.0%	\$ 536,494
Overtime Salaries	1,010,905	1,709,815	169.1%	69.1%	698,910
Total Salaries	\$ 27,182,392	\$ 28,417,796	104.5%	4.5%	\$ 1,235,404

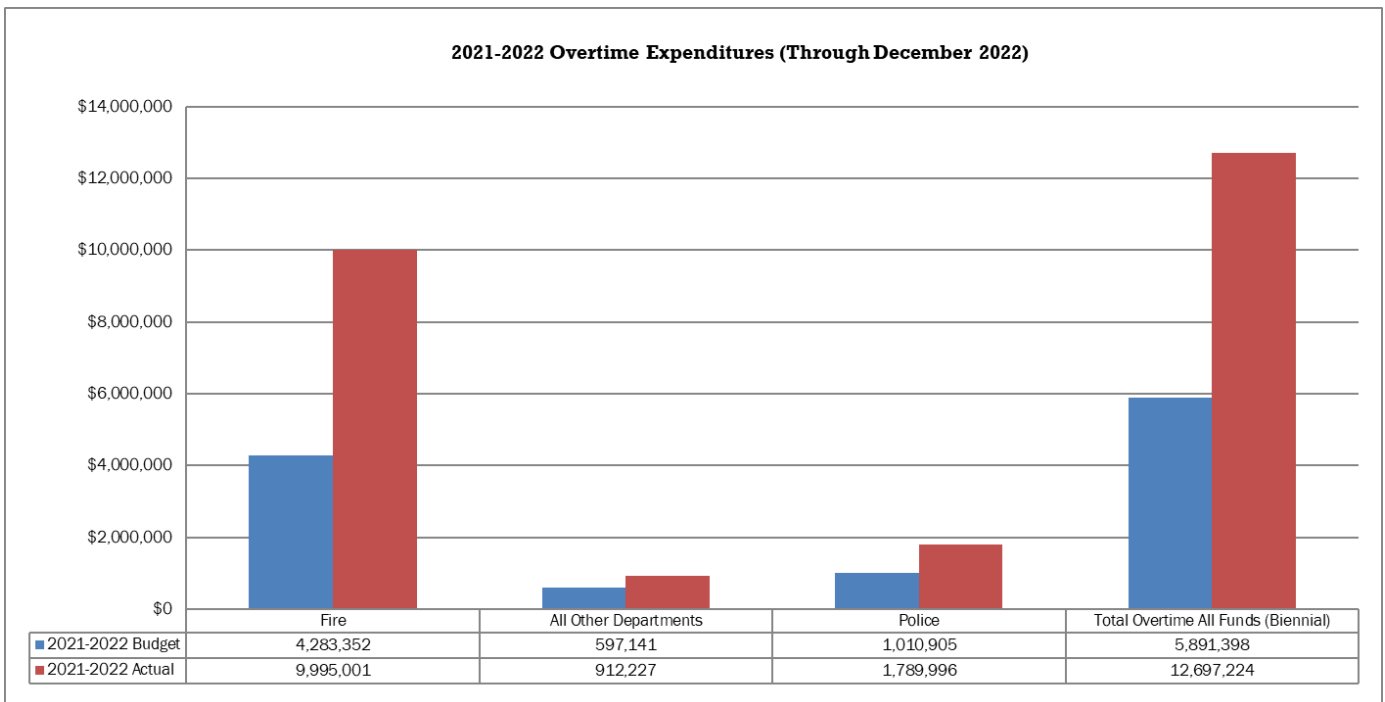
All Other Departments

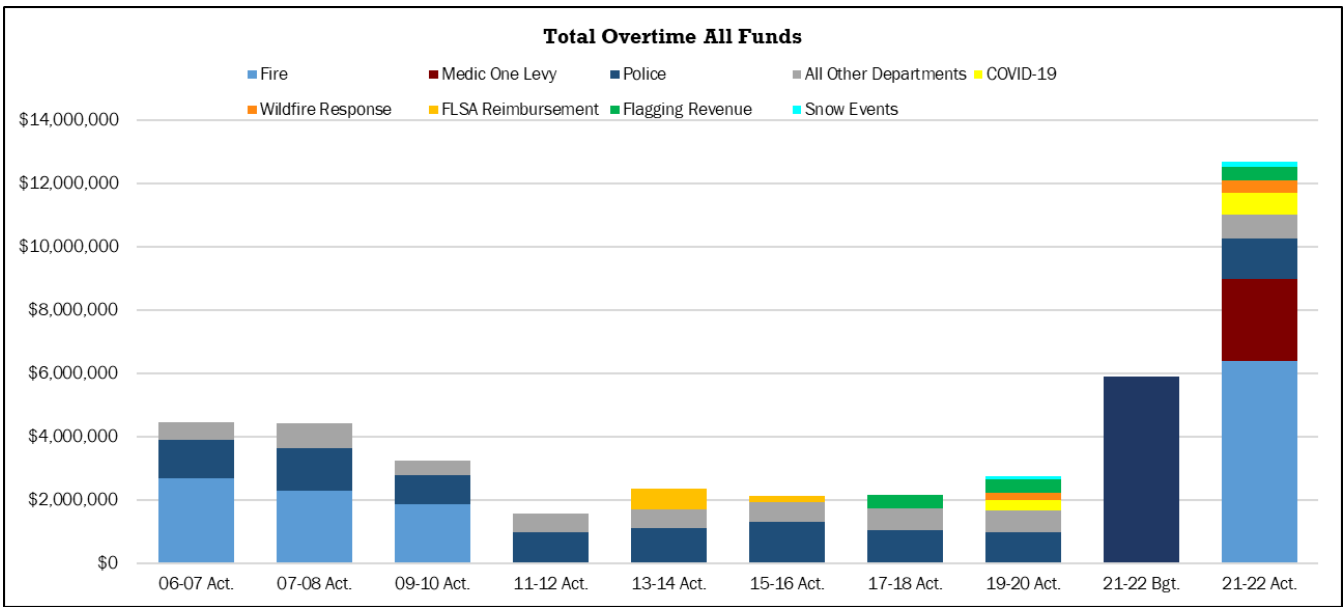
- Overtime costs for all other departments are 152.7% of budget versus an 100.0% target for the biennium, with 12.2% attributable to snow and ice events, which are discussed below.
- Public Works Department overtime costs are 148.7% of budget due to:
 - Snow event overtime costs*:
 - February 2021 - \$51,669
 - December 2021 - \$20,914
 - November 2022 - \$18,810
 - December 2022 - \$69,063

*The Department has a contingency for snow and ice control within their budget; however, these costs exceed that amount by \$132,995.

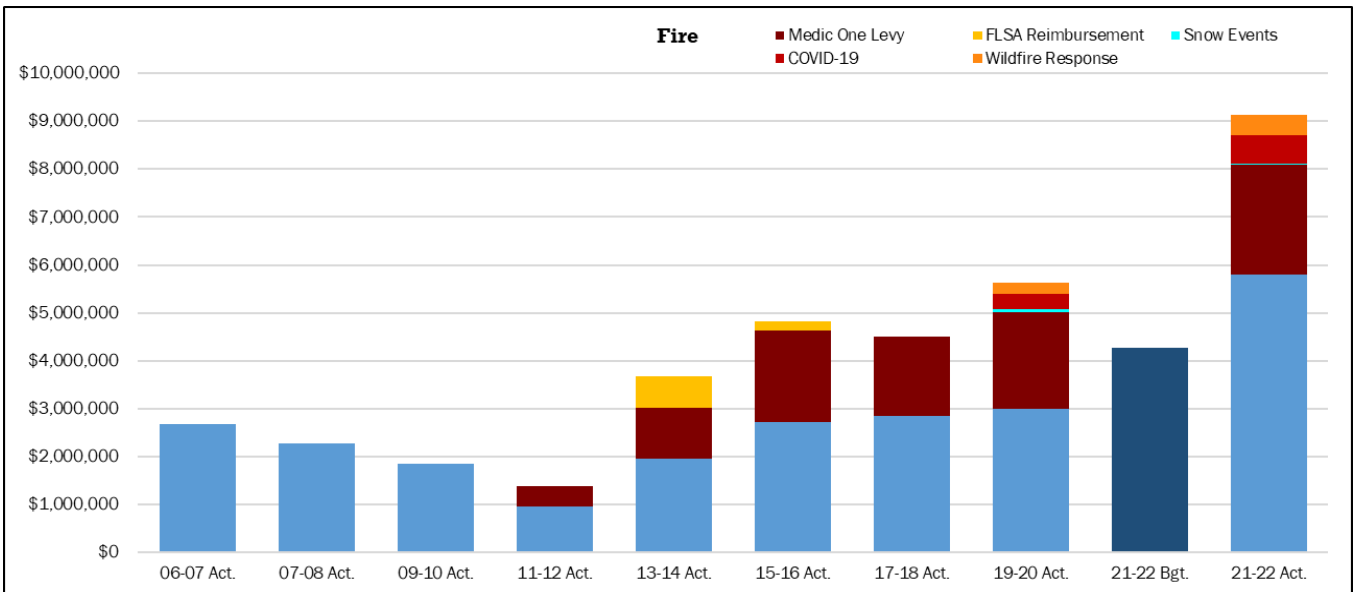
- Water/Wastewater overtime costs have been higher than expected due to water main breaks and Supervisory Control and Data Acquisition (SCADA) issues.
- Parks and Recreation Department overtime costs are 180.0% of budget due to:
 - Implementation of a new business licensing application.
 - Opening a cooling shelter during the June 2021 heat dome.
- Planning Department overtime costs are 125.8% of budget due to staff vacancies during a very high level of development activity. However, it should be noted that after-hours inspections are reimbursed by development services customers.

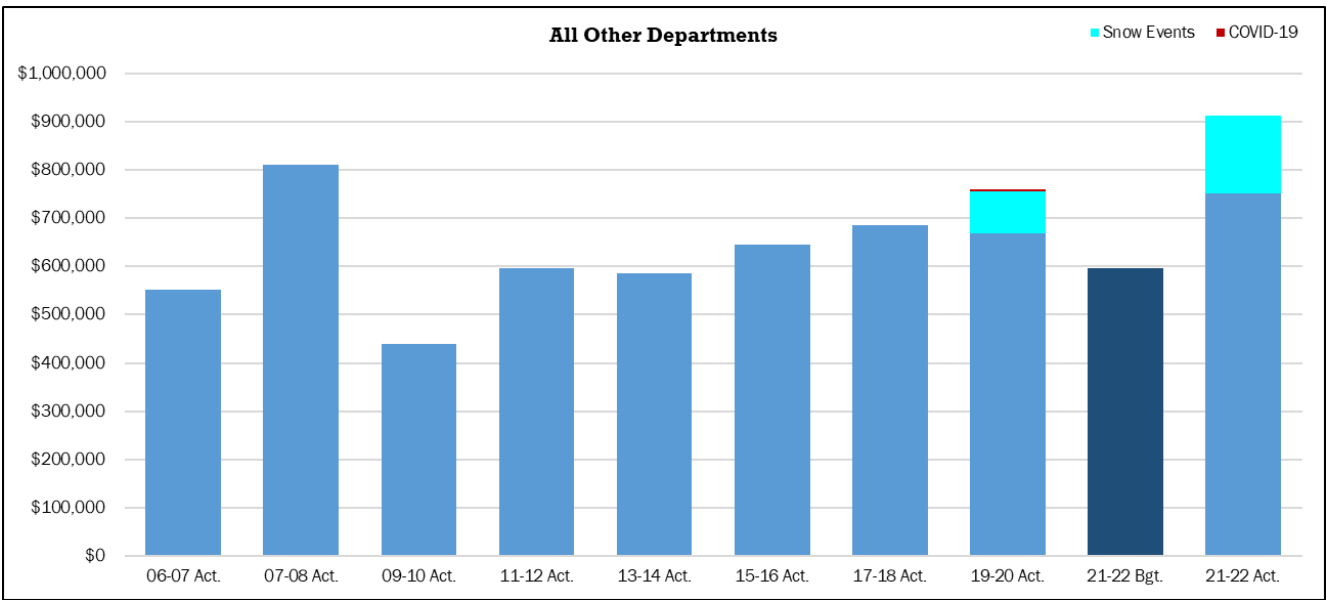
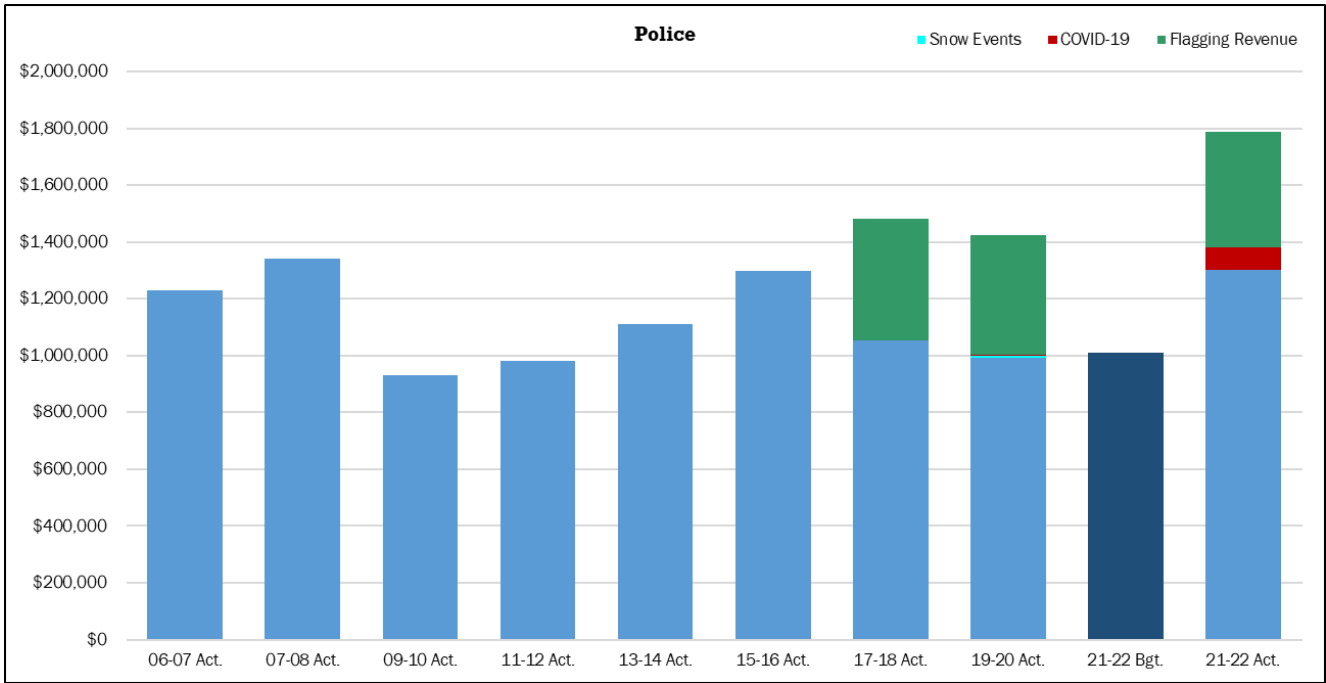
**Citywide Overtime Statistics
(2021-2022 Biennium)**





Please note: The City also received grant reimbursements of \$147,218 in 2013 and \$183,000 in 2014, reducing net overtime expenses for department operations backed by general revenues to \$391,595 and \$388,827, respectively. This is not depicted in the graph above.







Memorandum

Date: 3/14/2023

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

File No. CM 23-130

Type: Committee Memo

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

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425-556-2427
-----------	------------	--------------

DEPARTMENT STAFF:

Executive	Cheryl Xanthos	City Clerk
Executive	Kalli Biegel	Deputy City Clerk

TITLE:

Ordinances to Update Boards and Commissions Processes and Holding Meetings during a Declared Emergency

OVERVIEW STATEMENT:

Staff is proposing updates to the Boards and Commissions code to clarify processes. The changes in brief are below:

- Update processes to the general board code for clarity
- Adding in the Salary Commission and a schedule of salary review
- Updates to the Parks and Trails Commission and the Arts and Culture Commission

Staff is also proposing to add to the Redmond Municipal Code procedures for holding meetings during declared emergencies when in-person meetings can't safely be held, in accordance with changes to the Open Public Meetings Act.

A brief summary of the changes are included as Attachment F.

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 to update the Redmond Municipal Code.
- **Council Request:**

N/A

• Other Key Facts:

N/A

OUTCOMES:

These updates provide clarity in the City processes and allow the city the flexibility of holding fully remote meetings during a declared emergency.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• Timeline (previous or planned):

N/A

• Outreach Methods and Results:

N/A

• Feedback Summary:

N/A

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

Yes

No

N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

Yes

No

N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
------	---------	------------------

Date: 3/14/2023

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

File No. CM 23-130

Type: Committee Memo

N/A	Item has not been presented to Council	N/A
-----	--	-----

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/21/2023	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Processes would stay as they currently are and meetings will not be able to be held remotely in the event of an emergency, the meetings would have to be canceled instead.

ATTACHMENTS:

Attachment A: Ordinance - General Boards and Commissions Code Update

Attachment B: Ordinance - Salary Commission

Attachment C: Ordinance - Arts and Culture Commission Code Update

Attachment D: Ordinance - Parks and Trails Commission Code Update

Attachment E: Ordinance - Protocol for Meetings Held During a Declared Emergency

Attachment F: Brief Summary of Changes

CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING REDMOND MUNICIPAL CODE
4.10, GENERAL PROCEDURES, FOR CITY BOARDS,
COMMISSIONS AND COMMITTEES, TO UPDATE FOR
CLARITY AND CHANGES IN STATE LAW

WHEREAS, Redmond Municipal Code Title 4 Boards, Commissions, and Committees was adopted by Ordinance No. 2581, on March 15, 2011, as at that time governance for the city's various boards and commissions was scattered throughout the Redmond Municipal Code; and

WHEREAS, Redmond Municipal Code Chapter 4.10 enacted a general boards chapter within Title 4 to provide general meeting procedure for boards that do not already have their own rules of procedure; and

WHEREAS, boards and commissions currently established, having their own codified rules of procedure which address the topics in the general board chapter, will not be subject to these general provisions provided herein, and will be guided by their own rules of procedure; and

WHEREAS, the mayor and city staff have requested updated language to provide for clarity and to incorporate changes in state law; and

WHEREAS, the Redmond City Council now desires to codify these clarifications and updates.

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

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

Section 2. Amendment of Chapter. RMC 4.10, General Procedures, is hereby amended to read as follows:

Chapter 4.10
General Procedures

- 4.10.010 Applicability of chapter.
- 4.10.020 Creation/termination.
- 4.10.030 ~~APPOINTMENT, REMOVAL AND [V]Vacancy.~~
- 4.10.035** **Appointment and reappointment**
- 4.10.040 Qualification of board members.
- 4.10.050 Term of service.
- 4.10.055** **Resignation and removal**
- 4.10.060 Compensation and reimbursement.
- 4.10.070 **Attendance and [Q]quorum.**
- 4.10.080 Meetings.
- 4.10.090 Officers.
- 4.10.095** **Records.**

4.10.010 Applicability of chapter.

A. Each board, commission, or committee created by the [C]ouncil shall be governed by this chapter unless otherwise provided by ordinance, or rules of procedure, as allowed by the ordinance of the board. ~~For purposes of this chapter, the terms "board," "commission," and "committee" have identical~~

~~meanings.~~ As used herein, the term "board" refers to all council-created boards, commissions, and committees as governed by this chapter.

B. Temporary committees and committees formed for a special purpose of limited duration by ordinance or otherwise shall not be subject to the term of service provisions of this chapter. Such temporary committees shall not terminate until the duty assigned to them is accomplished and the council receives its final report, or upon dissolution by the council.

C. All committees and boards, whether temporary or not, shall comply with the relevant provisions of the code and each board's respective rules of procedure, if allowed by ordinance, and shall abide by the rules of procedure as outlined in the most current edition of Robert's Rules of Order, Newly Revised.

4.10.020 Creation/termination.

A. Mayor's Blue Ribbon Committees. The mayor may, as the mayor desires, create blue ribbon committees for the purpose of studying items of interest to the city.

B. A board shall be created either by ordinance or by resolution. Unless established by ordinance, a board shall have advisory functions only.

C. The council may terminate a board in the same manner as it was created.

D. This section shall not apply to boards created by state statute.

4.10.030 ~~[APPOINTMENT, REMOVAL AND]~~ **Vacancy.**

~~{A. BOARD MEMBERS SHALL BE NOMINATED BY THE MAYOR AND CONFIRMED BY THE COUNCIL, EXCEPT AS OTHERWISE PROVIDED BY CITY ORDINANCE OR STATE STATUTE. COUNCIL CONFIRMATION ON A NOMINATION MADE BY THE MAYOR MAY OCCUR ONLY AT A SPECIAL MEETING CALLED FOR THE PURPOSE OF CONSIDERING THE APPOINTMENT, OR THE NEXT REGULAR MEETING FOLLOWING THE MEETING AT WHICH THE INTERVIEW TOOK PLACE. A MEMBER MAY BE REMOVED BY THE COUNCIL BEFORE THE EXPIRATION OF THE MEMBER'S TERM IN ACCORDANCE WITH THIS SECTION.}~~

B. A vacancy occurs **during a member's term** ~~[ON THE BOARD]~~ when:

1. A member is removed for good cause by the mayor with the majority approval of the council. Good cause shall be as determined solely by the mayor and the council and shall be stated with each removal action;

2. A confirmed appointee fails to qualify and assume the duties of the office within 30 calendar days of confirmation;

3. A board member departs from the [€]city intending to remain outside of the [€]city for 90 calendar days or more or an indefinite amount of time;

4. A board member submits a resignation accepted by the mayor; ~~and~~ or

5. The board member is absent from more than three consecutive regular board meetings, or more than 25 percent of meetings in a calendar year, and the respective board requests the removal, in writing, to the mayor.

C. In the event that a vacancy is created on a board, during a member's term, the mayor shall promptly act to fill the vacancy for the remainder of the term.

1. If the remainder of the term is less than three months, the new member shall be appointed for the remainder of the term plus the next full term.

D. A vacancy occurs on a board at the expiration of a member's term when:

1. The member has reached the maximum number of terms;

2. The member does not wish to be reappointed;

3. The member no longer meets the qualifications for the board; or

4. The member does not qualify for reappointment per subsection 4.10.035.B of this chapter.

E. Vacancies will be filled following an open application process and will be advertised on the city's website, through a press release, and other outreach methods as appropriate. The application period will remain open for a minimum of two weeks unless a longer minimum period is required by law. All interested candidates must submit an application to be eligible for consideration.

4.10.035 Appointment and Reappointment

A. Appointments. Board members shall be nominated by the mayor and confirmed by the council, except as otherwise provided by city ordinance or state statute.

1. Applications must be completed and submitted by the specified deadline. If no qualified applications have been received, the recruitment will be reposted for a minimum of an additional two-weeks.

2. All qualified applications received by the deadline will be reviewed by the board or it's designee. The top candidate(s) will be recommended to the mayor for an interview. Applicant evaluation may include, but not be limited to:

- a. Desire to perform public service;
- b. Experience in the work of the board;
- c. Specialized knowledge important to the board; and
- d. Time available to serve.

3. Successful candidates will be interviewed by the council at an open public meeting. Council confirmation on an appointment made by the mayor may occur only at a special meeting called for the purpose of considering the appointment, or at a regular meeting following the interview by the council.

4. Applications not chosen for appointment and applications received in between vacancies may be kept for future consideration.

B. Reappointment. There is no vested right to reappointment for any member. Prior to an incumbent's term expiration, city staff will determine if the incumbent is eligible for reappointment. If the incumbent is eligible, they will be notified and given the opportunity to indicate their desire to be reappointed. Incumbents who wish to be reappointed and who are eligible for reappointment shall, at least 60 days prior to the expiration of their term, follow the established process to notify the mayor of their continued

interest. Requests for reappointment will be considered, without an open application process, based on the following criteria:

1. Regularity and timeliness of attendance;
2. Understanding of the function of the board;
3. Demonstrated contribution; and
4. Board chair or staff liaison recommendation.

C. The mayor shall make the final decision on reappointments and council confirmation will occur at an open public meeting. If the reappointment request is denied, the vacancy will be filled through the open application process.

4.10.040 Qualification of board members.

A. In addition to any other qualifications which may be required, each board member shall submit to a City of Redmond criminal background check. Determination of eligibility to serve on a city board, based on the results of the criminal background check, shall be determined by the mayor.

B. No person shall be appointed to any board where the position is used to secure personal benefit, special privileges, or financial gain for themselves or for another person, nor where they have an organizational responsibility

or a personal relationship that would present a conflict of interest. If this situation arises after appointment to a board, the member shall immediately resign.

C. City employees are not eligible for appointment to a board during the term of their employment with the city.

D. All newly appointed board members must complete the state-required Open Government Training within 90 days of taking the oath of office and must sign and return a training acknowledgement form. If this state-required training is not taken within the 90 day time period, the member may be removed from the board. This training must be retaken every four years. Each member shall perform their board duties in a manner consistent with applicable law.

4.10.050 Term of service.

A. The term of any board member is three years, unless a different term is established by ordinance. Terms shall be staggered by the appointment of initial members for lesser terms so that as nearly as possible a pro rata number of members are appointed each year.

B. Except as provided in RMC 4.10.030, the board member serves during the term for which they are appointed or

until a successor has been elected or appointed and has taken the seat to which they were elected or appointed.

C. Unless otherwise provided in the ordinance establishing a board, a board member may not serve more than two full consecutive terms on the same board. A board member who serves more than one-half of a term is considered to have served a full term. After two years from the date of termination of a board member's second full consecutive term, the ex-board member may be reappointed to the same board.

D. In filling vacancies for unexpired terms, an officer who has served more than half a term in office is considered to have served a full term.

E. The required three-year terms shall be calculated on a 12-month cycle, with a term-end considered to be March 31 of each year, unless otherwise established by ordinance.

4.10.055 Resignation and Removal

A. All resignations shall be provided in writing with the effective date to the mayor, staff liaison and city clerk. If no effective date is provided it will be considered effective on the date received.

B. An individual already serving on a board may apply for a different board. If appointed, that member must resign

from the current board prior to the start of the term on the new board unless otherwise allowed by ordinance, provided, this does not apply to appointments to boards that are temporary in nature.

C. Members may be removed from a board prior to the end of their term per subsection 4.10.030 of this chapter.

4.10.060 Compensation and reimbursement.

A. General Provisions. A board member shall be eligible for compensation and reimbursement; provided, that the board is established by codified ordinance which sets forth the amount of compensation and reimbursement a member is entitled to receive.

B. Compensation. Compensation for a board member shall be paid as follows:

1. A board member shall be compensated as prescribed by ordinance.

2. A board member may request a waiver of compensation for any reason or no reason by submitting the request in writing to the clerk.

3. For the purposes of compensation, meetings shall be narrowly construed as official and advertised board

meetings, and shall include regularly scheduled and special or emergency meetings and study sessions.

4. Compensation may not be paid for a member's attendance at meetings, trainings, or informal activities which are not official and advertised sessions of the board or commission, though attendance fees may be eligible for reimbursement.

C. Reimbursement. Members shall be reimbursed as follows:

1. A board member shall be reimbursed for actual, necessary, and pre-approved expenses incurred on authorized board business.

2. Board members whose city business takes them outside the [C]city for any reason shall receive approval from the mayor in advance to be eligible for reimbursement.

D. This section shall apply only to boards established by ordinance pursuant to RMC 4.10.020, provided said ordinance provides for compensation and reimbursement.

4.10.070 **Attendance and** quorum.

A. All meetings shall be conducted in accordance with the current edition of Robert's Rules of Order, Newly Revised.

B. A majority of those present, of the number of authorized board seats, shall be a quorum for the transaction of business, unless otherwise established by ordinance or rules of procedure for the respective board. In the absence of a quorum, any business transacted is null and void. The only action that can legally be taken in the absence of a quorum is to adjourn, recess, or take measure to obtain a quorum.

C. Members are expected to attend meetings, fully participate, and contribute to the work of the board. Regular attendance is essential so that decisions will represent the will of the board as a whole. If a member is unable to regularly attend meetings and participate, the member may be removed per subsection 4.10.030.B.5 of this chapter.

D. No board member is to participate in a hearing, consideration or decision on a matter where they have a financial, personal, familial or business relationship that will be directly or indirectly affected by the board's decision. Members must declare the conflict of interest and leave the room prior to any action being taken, including discussion and voting. The member shall also not attempt to influence any other member of the board. Members recusing

themselves for a conflict of interest are required to state the reason so that it is recorded in the minutes.

E. Members may attend meetings virtually as available and in accordance with the board's rules of procedure. When a member is attending by telephone or other electronic means, there shall be a device that, at a minimum, allows the voice of the member to be heard by everyone present in the meeting room and for the member to hear the other attendees of the meeting. Virtual attendance is counted towards the member's attendance and quorum requirements.

4.10.080 Meetings.

A. Board meetings shall be held regularly at a designated time and place [~~OR~~] as [~~OTHERWISE~~] provided by resolution, [~~OR~~] ordinance or the board's rules of procedure. The chair or majority of the board may call a special board meeting. All meetings shall be open to the public, unless otherwise provided by [~~ORDINANCE~~] law.

B. Meeting notices shall be provided at least 24 hours in advance of the meeting and will be posted on the city's website.

C. It is prohibited for a majority of members to discuss board business, give input or take action in-person,

via e-mail or telephone, or through any other means, if it is not part of a noticed meeting. This includes when a majority of members of a board have a series of smaller gatherings or communications that results in a majority of the body collectively taking action even if a majority is never part of any one communication.

D. Fully remote meetings may be held if a local, state, or federal emergency has been declared and the city has determined it cannot hold a meeting with in-person public attendance with reasonable safety. In a declared emergency, the city may fully prohibit or limit in-person public attendance.

1. Meetings held remotely will be published in the normal manner and will be open to the public to participate.

2. If public attendance is limited or prohibited, the city will provide an option to attend in real-time, either by telephone or through another alternative.

3. Methods for the public to attend the meeting virtually shall be published on the meeting notice.

4. All meetings conducted under this rule shall be noticed and conducted as provided in RCW 42.30.230, as amended or superseded.

E. Public comment will be accepted, either written or oral, for all regular meetings of the board in which final action is taken, in accordance with state law and the board's rules of procedure.

4.10.090 Officers.

A. Each board shall have a chairperson and a vice chairperson. Officers shall be elected by a majority of the board members for a term of one year. Election of officers shall be the first order of business at any time that an officer's seat is not filled, and shall occur nonetheless on or about April 1 of each calendar year, **or as otherwise provided by ordinance or the board's rules of procedure.**

B. The duties of the chairperson are:

1. To open the meeting at the appointed time and determine that a quorum is present;
2. To enforce the rules relating to debate, order, and decorum;
3. To state and put to a vote all questions that legitimately come before the board as motions or that otherwise arise in the course of the meeting;
4. If a motion is not in order, to rule it out of order; and

5. To assign a member to note those members present and absent and ensure minutes are taken on all actions by the board at each meeting.

C. The duties of the vice chairperson shall be to perform duties of the chairperson in the chairperson's absence.

D. In absence of both the chairperson and vice chairperson, the board may vote for another member to temporarily fill the acting chair role.

4.10.095 Records.

A. The minutes of all regular and special meetings except executive sessions shall be promptly recorded and available for public inspection. It is the responsibility of the individual board, or staff if assigned, to record and maintain minutes for all meetings. Minutes shall be approved by the board and posted on the city's website.

B. Board members shall use city-issued email addresses to conduct city business. City-issued email accounts must not be used for personal or political communications nor linked to a personal account. City emails will be archived and retained per the city's records management practices.

C. All records used or created by board members in the course of their city-related work are subject to Washington State records retention laws and disclosure under the Public Records Act. The recorded activity of the board, such as minutes, reports and correspondence are public records. Communications between members, to community members, officials and staff are public records as well. If any records are created or used outside of city systems, board members shall provide a copy to their staff liaison for inclusion in the public record, even those made on members' personal computers, phones or other personal devices. Exemptions to disclosure are very limited and are specifically identified in statute.

D. At the end of a board member's term, the member shall ensure that all city records are either in city systems or have been provided to the staff liaison and shall provide written acknowledgement that the foregoing has been completed.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or

constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

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

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

JAMES E. HANEY, CITY ATTORNEY

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

CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADOPTING REDMOND MUNICIPAL CODE (RMC) 4.47, REDMOND SALARY COMMISSION, CODIFYING PROVISIONS RELATING TO THE ESTABLISHMENT AND OPERATION OF THE SALARY COMMISSION; ADOPTING RMC 2.38 TO CODIFY THE FREQUENCY OF REVIEW OF THE MAYOR AND COUNCIL SALARIES; AND REPEALING ORDINANCE NOS. 2111, 2157 AND 2262

WHEREAS, RCW 35.21.015 authorizes cities to establish independent commissions in order to set the salaries of elected city officials, subject to certain terms and conditions; and

WHEREAS, the Redmond City Council created the Salary Commission through the passage of Ordinance No. 2111 on August 7, 2001, for the purpose of setting the salaries of the Mayor and the City Council; and

WHEREAS, Ordinance No. 2111 was amended by Ordinance No. 2157, passed on March 18, 2003, to update the term of appointment, and was further amended by Ordinance No. 2262, passed on July 19, 2005, to remove the mayor's salary from the commission; and

WHEREAS, the Redmond City Council now desires to codify the provisions of Ordinance No. 2111 as amended by Ordinance Nos. 2157 and 2262 relating to the establishment and operation of the

commission in the same manner as provisions relating to other city boards and commissions have been codified; and

WHEREAS, the council desires to codify a set schedule for the review of mayor and council salaries.

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

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

Section 2. Adoption of Chapter. RMC 4.47, Redmond Salary Commission, is hereby adopted to read as follows:

Chapter 4.47
Redmond Salary Commission

4.47.010 Commission created - Purpose.

4.47.020 Membership - Appointment.

4.47.030 Term of appointment.

4.47.040 Removal.

4.47.050 Commission meetings - Rules of procedure.

4.47.060 Salary increases and decreases - Effective date.

4.47.070 Referendum measures.

4.47.080 Effect of commission action on laws and ordinances.

4.47.10 Commission created - Purpose.

A. An independent salary commission is hereby created for the purpose of setting the salary of the City Council of the City of Redmond. The official name of the commission shall be the Redmond Salary Commission. The commission shall

review and establish the salaries of the members of the council and exercise the powers and perform the duties established by RCW 35.21.015, as now existing or hereafter amended.

4.47.20 Membership - Appointment.

A. The Redmond Salary Commission shall be composed of five members appointed by the mayor with confirmation by the council. Redmond Salary Commission members will be deemed to be eligible for appointment through the application process prior to confirmation, and it shall be unnecessary for the candidates to be interviewed by the mayor or council. No member shall be an officer, official, or employee of the City of Redmond or any of their immediate family members. For purposes of this chapter, "immediate family member" means the parents, spouse, siblings, children, or other dependent relatives of the officer, official, or employee, whether or not living in the household of the officer, official, or employee. All members shall be residents of the city.

4.47.030 Term of appointment.

A. The regular term of office for the Redmond Salary Commission shall be from time of appointment and council confirmation until the salary review is complete and the commission files a salary schedule with the City Clerk or

determines no change should be made. At that time the Redmond Salary Commission terms will expire.

B. The commission will not meet again until the City Council confirms a new Salary Commission for purposes of further studying council compensation. A new Salary Commission will be convened every four years per Redmond Municipal Code 2.38.020.

C. No member shall be appointed to more than two terms on the Redmond Salary Commission, whether consecutive or otherwise.

4.47.040 Removal.

A. The mayor may remove a member of the Redmond Salary Commission during the member's term of office only for cause of incapacity, incompetence, neglect of duty, malfeasance in office or for a disqualifying change of residence.

4.47.050 Commission meetings - Rules of procedure.

A. The Redmond Salary Commission shall meet on a regular schedule determined by city staff, with the understanding that attendance at all meetings is essential to finalizing the review and reaching a decision within the established timeline.

B. The Redmond Salary Commission shall review current councilmember salaries in relationship to the duties of the council, salaries of comparable jurisdictions, current market conditions, and any other factors as determined by the commission.

C. All meetings shall be governed by the provisions of the Open Public Meetings Act and shall be open to the public except as may be otherwise allowed under that Act.

D. Three members of the commission shall constitute a quorum and the votes of three members shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the salary commission.

E. The commission shall adopt rules of procedure to govern its meetings. Such rules shall make provision for the taking of minutes and the keeping of commission records and shall provide for the election of such officers as are deemed necessary by the commission for the conduct of its business.

4.47.060 Salary increases and decreases - Effective date.

A. As provided in state law, the Redmond Salary Commission shall have the authority to establish the salaries of the council. The decision on a salary increase, decrease, or determining there should be no salary change shall be made by the majority vote of the commission.

B. Upon determining to change any salary, the commission shall file a written salary schedule reflecting the change with the city clerk. The city clerk shall post the salary schedule on the city's website as soon as practicable after receiving the schedule from the salary commission

1. Salary increases established by the commission shall become effective as to the covered positions thirty days after the salary schedule is filed with the city clerk, unless a valid referendum petition is filed as provided in this chapter. Salary increases shall be effective as to the covered positions regardless of their terms of office.

2. Salary decreases established by the commission shall become effective as to incumbent city councilmembers at the commencement of their next subsequent term of office.

C. Approved salary changes for which no referendum petition is filed shall become effective and be incorporated into the city's budget without further action of the city council or the Redmond Salary Commission.

4.47.070 Referendum measures.

A. Salary increases and decreases shall be subject to referendum petition by the people of the City of Redmond in the same manner as provided for city ordinances under Chapter

1.12 of the Redmond Municipal Code, as the same now exists or may be hereafter amended.

B. A referendum petition seeking a vote on a salary increase or decrease must be filed within thirty days after the written salary schedule reflecting the change is filed with the city clerk.

C. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by vote of the people.

D. Referendum measures under this chapter shall be submitted to the voters of the city at the next following general or municipal election occurring thirty days or more after the referendum petition is filed and shall be otherwise governed by the provisions of the state constitution or laws generally applicable to referendum measures.

4.47.080 Effect of commission action on laws and ordinances.

A. The action of the Redmond Salary Commission fixing the salary of the council shall supersede any other provision of state law or city ordinance related to the city's budgets or to the fixing of salaries.

Section 3. Adoption of Chapter. RMC 2.38, Mayor and Council Salary Review, is hereby adopted to read as follows:

Chapter 2.38

Mayor and Council Salary Review

2.38.010 Mayor Salary Review

2.38.020 Council Salary Review

2.38.010 Mayor Salary Review

A. The salary of the mayor shall be set by the Redmond City Council.

B. The Redmond City Council shall review the mayor's salary and benefit compensation every four years, on the year where the office of mayor will be up for election. The City Council shall reach a decision on any adjustments in the mayor's salary and benefit compensation prior to May 1st of any such year so that such adjustments are known at the time the candidate filing period for the office of mayor is opened.

2.38.020 Council Salary Review

A. The salary of the council shall be set by the Redmond Salary Commission in accordance with RMC 4.47.

B. A new Salary Commission will be convened every four years, on the same schedule as the mayor salary review described in section 2.38.010 of this chapter, to review the council salary and benefit compensation. The Redmond Salary Commission shall reach a decision on any adjustments in the council's salary and benefit compensation prior to May 1st of

any such year so that such adjustments are known at the time the candidate filing period is opened.

Section 4. Repeal of Ordinances. Ordinance Nos. 2111, 2157 and 2262 are hereby repealed.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. This ordinance shall take effect and be in full force on June 1, 2023, provided five days have passed since the date of publication of a summary in the City's official newspaper or as otherwise provided by law.

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

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JAMES E. HANEY, CITY ATTORNEY

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

CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING REDMOND MUNICIPAL CODE
4.15, ARTS AND CULTURE COMMISSION, TO UPDATE
CODE LANGUAGE

WHEREAS, the Redmond Arts and Culture Commission would like to update code language to be more inclusive to the Redmond community and to reflect current processes; and

WHEREAS, the Parks and Recreation Department desires to align the Arts and Culture Commission and Parks and Trails Commission term limits and residency requirements; and

WHEREAS, the Redmond City Council now desires to codify these changes.

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

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

Section 2. Amendment of Chapter. RMC 4.15, Arts and Culture Commission, is hereby amended to read as follows:

Chapter 4.15

ARTS AND CULTURE COMMISSION

Sections:

- 4.15.010 Commission established - Membership.
- 4.15.020 Rules of procedure.
- 4.15.030 Authority of commission.
- 4.15.040 Meetings and staff services.
- 4.15.050 Budget.

4.15.010 Commission established - Membership.

A. The Redmond Arts and Culture Commission, consisting of nine members appointed by the Mayor and confirmed by the vote of a majority of the members of the City Council, is established. The term of office shall be three years. Initially, the current Commission members shall serve the balance of their unexpired term; thereafter, as their term of office expires, three Commissioners or their successors will serve a one, two or the full three-year term based on the position they currently hold in order to achieve staggered terms. All subsequent appointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All Commission members' terms shall expire on March 31st and all successive terms shall commence on April 1st. No member shall serve more than two consecutive full terms of office.

B. Commission members shall be appointed upon the basis of demonstrated interest in, and knowledge and support of, the arts. Members shall serve without salary or other compensation; provided that members shall be reimbursed for necessary expenses actually incurred. At least seven members of the commission shall reside

within the City limits at the time of their appointment and throughout their terms of office. Up to two members may be nonresidents who live in unincorporated King County on property with a Redmond postal address or whose main employment is with a business located within the Redmond city limits **and works primarily on-site in the city.**

C. Prior to appointing initial members and filling each vacancy in the membership of the commission, public notice of available positions shall be provided to the news media at least two weeks in advance of appointment. Applicants for vacant positions shall apply [~~TO THE OFFICE OF THE MAYOR~~] **on the city's website or contact the City Clerk's Office for assistance.**

4.15.020 Rules of procedure.

A. The commission shall adopt procedural rules governing the transaction of its business. The rules shall include provisions for the date, time and place of regular meetings of the commission. Provisions shall be made for maintaining minutes of commission meetings and records of all commission reports, conclusions and recommendations. The rules of procedure shall provide for the election of commission officers, which shall include a chairperson and vice chairperson who shall serve for at least one year. The rules of the commission shall provide that all commission meetings shall be open to the public and that notice of meetings shall

comply with the Washington Open Public Meetings Act, to the extent proceedings of the commission are governed by such Act. The procedures shall address receipt and processing of [~~CITIZEN~~] community members proposals and requests.

4.15.030 Authority of commission.

A. The Arts and Culture Commission is authorized to take the following actions:

1. On behalf of the City, to encourage, conduct, sponsor or cosponsor public programs to further the development and public awareness of, and interest in, the fine and performing arts;

2. To provide recommendations to the Mayor and City Council in connection with cultural and artistic endeavors and projects in which the City becomes involved and to act as a representative of the community in such matters;

3. To encourage donations, grants and other support to further expand the arts and cultural services and programs available to [~~CITIZENS OF REDMOND AND~~] members of the Redmond community;

4. To take such other actions as the City Council may direct from time to time.

4.15.040 Meetings and staff services.

A. The Arts and Culture Commission shall meet regularly at least once per month at a date, time and place to be established

by the commission. Commission meetings shall be open to the public and written meeting minutes shall be maintained and made available to the public upon approval of the minutes by the commission.

B. The Director of Parks and Recreation shall be responsible for providing administrative and staff services for the commission and may assign Parks and Recreation Department staff members to provide services to the commission.

C. The commission shall make a report to the City Council at least annually.

4.15.050 Budget.

A. Arts and Culture Commission programs and operating expenses shall be funded from the City general fund, grants, donations and admission charges. The Director of Parks and Recreation shall be responsible for submitting the annual operating budget to the Mayor.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall become effective five days after its publication, or publication of a

summary thereof, in the city's official newspaper, or as otherwise provided by law.

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

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

JAMES E. HANEY, CITY ATTORNEY

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

CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING REDMOND MUNICIPAL CODE 4.40, PARKS AND TRAILS COMMISSION, TO UPDATE CODE LANGUAGE, CHANGE MEMBER TERMS AND RESIDENCY CRITERIA, AND ADD "RECREATION" TO THE NAME OF THE COMMISSION

WHEREAS, the Parks and Trails commission would like to update code language to be more inclusive to the Redmond community and to reflect current processes; and

WHEREAS, the Parks and Recreation Department desires to align the Parks and Trails Commission term limit and residency requirements with that of the Arts and Culture Commission; and

WHEREAS, the Parks and Recreation Department desires to change the name of the Parks and Trails Commission to "Parks, Trails and Recreation Commission" as recreation programming is a substantial portion of the work of the department, and the commission may be asked to make recommendations regarding the programs, classes, events, and community centers where these activities take place; and

WHEREAS, the Redmond City Council now desires to codify these changes.

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

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

Section 3. Amendment of Chapter. RMC 4.40, Parks and Trails Commission, is hereby amended to read as follows:

Chapter 4.40

PARKS, [AND] TRAILS **AND RECREATION** COMMISSION*

Sections:

4.40.010 Parks, [AND] Trails **and Recreation** Commission established - Qualifications of members.

4.40.020 Term of office - Vacancies - Removal.

4.40.030 Powers and duties.

4.40.040 Compensation - Reimbursement.

4.40.050 Rules of procedure.

4.40.060 Previous references.

4.40.010 Parks, [AND] Trails **and Recreation** Commission established - Qualifications of members.

A. The Redmond Parks, [AND] Trails **and Recreation** Commission is hereby created and established. The Parks, [AND] Trails **and Recreation** Commission shall consist of nine members, each of whom shall be appointed by the Mayor, subject to confirmation by majority vote of the City Council. All appointments shall be made

from persons with an interest in parks, trails and recreation [~~AND AT LEAST FOUR MEMBERS SHALL HAVE A PRIMARY INTEREST IN TRAILS~~].

Consideration should be given to appointments that result in broad geographic and demographic representation of interested and knowledgeable people. Appointments should also strive to reflect the diverse park, recreation, and trail use interests of the community, such as active and passive recreation interests and the use of trails by walkers, joggers, skaters, bicyclists, equestrians, and nonmotorized watercraft on the City's "blue stream," the Sammamish River. Appointments shall be made without regard to political affiliations, race, color, creed, national origin, sex, sexual orientation, or physical or sensory handicap.

~~[SEVEN MEMBERS SHALL RESIDE WITHIN THE CITY LIMITS AND TWO MEMBERS SHALL RESIDE OUTSIDE THE CITY LIMITS.]~~ **At least seven members of**

the commission shall reside within the city limits at the time of their appointment and throughout their terms of office. Up to two members may be nonresidents who live in unincorporated King County on property with a Redmond postal address or whose main employment is with a business located within the Redmond city limits and works primarily on-site in the city.

4.40.020 Term of office - Vacancies - Removal.

A. [~~The initial membership of the Parks and Trails Commission shall consist of the five members of the Redmond Board of Park~~

~~Commissioners whose terms have not expired as of the date of passage of the ordinance creating the Parks and Trails Commission, together with the four members of the Redmond Trails Commission whose terms have not expired as of said date. Those members of the Redmond Board of Park Commissioners who become Parks and Trails Commission members under this section shall serve until the end of their current three-year terms of office as provided by previous ordinances. Those members of the Redmond Trails Commission who become Parks and Trails Commission members under this section shall serve until the end of their current four-year terms of office as provided by previous ordinances. All appointments to such positions thereafter shall be for four-year terms.]~~ **The term of any board member is three years, with an opportunity to renew for a second three-year term. Any member appointed prior to January 1, 2023, shall complete their four-year term, and if reappointed, shall serve a three-year term.** Vacancies that occur other than through the expiration of terms shall be filled for the unexpired term by appointment of the Mayor, subject to confirmation by majority vote of the City Council. Members may be removed by the Mayor for inefficiency, neglect of duty, misfeasance or malfeasance in office, or incapacity. Each member shall hold office until a successor is appointed and confirmed.

4.40.030 Powers and duties.

A. The Parks, ~~[AND]~~ Trails **and Recreation** Commission shall have the power and duty:

1. To make recommendations to the Mayor and Council concerning the acquisition, improvement and use of parks, playgrounds, and recreational equipment and facilities, and on the acquisition, development and use of trail facilities;

2. To make recommendations to the Mayor and Council concerning the development of enjoyable, safe, and convenient trail opportunities for pedestrians, bicyclists, and equestrians throughout the City of Redmond planning area;

3. To identify current and future park, recreation, and trail interests and needs of the community and to make recommendations to the Mayor, Council, and Planning Commission on parks, recreation, and trail policies and design issues for the Comprehensive Plan, the ~~[PARKS, RECREATION AND OPEN SPACE (PRO) PLAN]~~ **Parks, Art, Recreation, Culture & Conservation (PARCC) Plan**, and the Redmond Zoning Code;

4. To ~~[CONDUCT]~~ **support** surveys **and outreach** for parks and trails maintenance and safety;

5. To review and comment on public and private development actions to protect park, recreation, and trail interests and to identify park, recreation, and trail opportunities and options during development review;

6. To make recommendations to the Mayor and Council for rules and regulations governing the use and management of parks, playgrounds, recreational facilities, and trails, including, but not limited to, rules and regulations relating to user fees and charges;

7. To involve [~~THE CITIZENS~~] community members [~~OF REDMOND~~] and the users of Redmond parks, trails, and recreation facilities and programs on issues related to acquisition, design, maintenance, and use of such facilities and programs; and

8. To make recommendations on any and all other matters brought before the Parks, AND Trails and Recreation Commission by the Mayor, City Council, or staff.

4.40.040 Compensation - Reimbursement.

A. Members of the Parks, AND Trails and Recreation Commission shall serve without salary or compensation. Members may be reimbursed from park department funds for necessary expenses actually incurred.

4.40.050 Rules of procedure.

A. The Parks, AND Trails and Recreation Commission shall adopt procedural rules governing the transaction of its business. The rules shall include provision of the date, time, and place of regular meetings of the Commission. Provision shall be made for maintaining minutes of Commission meetings and records of all

Commission reports, conclusions and recommendations. The rules of procedure shall provide for the election of Commission officers, which shall include a chairperson and vice chairperson, who shall serve for at least one year. The rules of procedure shall provide that all Commission meetings shall be open to the public and that notice of meetings shall comply with the Washington State Open **Public** Meetings Act, to the extent proceedings of the Commission are governed by such Act. The procedures shall address receipt and processing of [~~CITIZEN~~] **community member** proposals and requests.

4.40.060 Previous references.

Whenever the terms "Board of Park Commissioners" [~~OR~~], "Trails Commission", **or "Parks and Trails Commission"** are used in any section of the Redmond Municipal Code or Redmond Zoning Code, or in any other ordinance, resolution, contract, or other document of the City of Redmond, the same shall be hereafter deemed to mean the Parks, [~~AND~~] Trails **and Recreation** Commission established by this chapter.

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

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

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

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

JAMES E. HANEY, CITY ATTORNEY

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

CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADOPTING REDMOND MUNICIPAL CODE (RMC) 2.08.025, MEETINGS HELD DURING A DECLARED EMERGENCY, TO ALLOW FOR LIMITED PUBLIC ATTENDANCE AND FULLY REMOTE MEETINGS IN ACCORDANCE WITH CHANGES TO THE OPEN PUBLIC MEETINGS ACT

WHEREAS, in February 2020, Governor Inslee issued Proclamation 20-05 proclaiming a state of emergency resulting from the COVID-19 pandemic. The governor then issued Proclamation 20-28, waiving the requirement that an in-person location be provided for meetings subject to the Open Public Meetings Act (OPMA) and instead requiring governing bodies to hold fully remote meetings; and

WHEREAS, for the purposes of this ordinance, a fully remote meeting is where city officials and the public attend meetings virtually by telephone or electronic means with no in-person attendance; and

WHEREAS, the restrictions on holding in-person public meetings expired June 1, 2022; and

WHEREAS, the Washington State Legislature enacted Engrossed Substitute House Bill 1329 making changes to the Open Public

Meetings Act by amending chapter 42.30 RCW, effective June 9, 2022;
and

WHEREAS, under RCW 42.30.230 meetings subject to the OPMA must be held at a physical location where the public can attend, unless a local, state, or federal emergency has been declared and the public agency determines it cannot hold an in-person meeting with reasonable safety; and

WHEREAS, the meeting may then be held remotely and either fully prohibit or limit in-person public attendance at the meeting; and

WHEREAS, if the meeting is held remotely or public attendance is limited or prohibited, the city must provide a cost-free option for the public to attend in real-time, either by telephone or another readily available alternative; and

WHEREAS the Redmond City Council desires to codify provisions allowing the city to hold a remote meeting during a declared emergency in compliance with the changes made to the Open Public Meetings Act.

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

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

Section 2. Adoption of Section. RMC 2.08.025, Meetings
Held During a Declared Emergency, is hereby adopted to read as
follows:

Chapter 2.08 COUNCIL MEETINGS
Sections:

2.08.010 Regular meetings - Business meetings - Study
sessions - Committee of the Whole.

2.08.020 Place.

2.08.025 - Meetings held during a declared emergency

2.08.030 Meetings Public - Executive Sessions.

2.08.040 Recordings - Preservation.

2.08.050 Recordings - use and Public Availability.

2.08.060 Recordings - Unlawful Practices.

2.08.070 Recordings - Penalty for Violations.

2.08.25 Meetings Held During a Declared Emergency

A. If, after a declaration of emergency by a local or
state government or agency, or by the federal government, the
city determines that a meeting of the council cannot be held
in-person with reasonable safety due to the emergency, then
the council meeting may:

1. Be held fully remotely without a physical
location; or

2. Be held where the physical attendance by some
or all members of the public is limited.

B. When a fully remote meeting or a meeting at which
the physical attendance by some or all members of the public

is limited due to a declared emergency, the city must provide an option for the public to listen to the meeting telephonically or by using a readily available alternative in real-time that does not require any additional cost for participation. Free readily available options include, but are not limited to, telephonic, broadcast on cable television, internet, or other means of remote access that does not require any additional cost.

C. Notice of a remote meeting without a physical location or a meeting at which the physical attendance by some or all members of the public is limited due to a declared emergency must be provided in accordance with state law and must include instructions on how the public may listen live to proceedings and on how the public may access any other electronic means of remote access offered by the city.

D. Meetings that are held under the provisions of this section shall be considered open and public in compliance with the requirements of the Open Public Meetings Act.

E. All meetings conducted under this section shall be noticed and conducted as provided in RCW 42.30.230, as further amended or superseded.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

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

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

JAMES E. HANEY, CITY ATTORNEY

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

Summary of Changes:

Attachment A: Ordinance – General Boards and Commissions Code Update

- Updating vacancy to differentiate between during a term and at the end of a term, clarifying attendance requirements and advertising for a vacancy.
- Clarifying the appointment, reappointment and resignation process.
- Additional qualification requirements to avoid a conflict of interest.
- Process for attending meetings virtually and for holding a fully virtual meeting in the event of an emergency, meeting notice requirements, and avoiding serial meetings.
- Providing for the creation and retention of city records.

Attachment B: Ordinance - Salary Commission

- Updating the previous ordinances to codify the Salary Commission.
- Adding in a section to codify the timing of the review of the Mayor's salary and the Councilmember salary.

Attachment C: Ordinance – Arts and Culture Commission Updates

- Updating the term “citizen” to “community member”.
- Updating language for residency requirements.
- Updating language to align with current processes.

Attachment D: Ordinance –Parks and Trail Commission Updates

- Updating the term “citizen” to “community member”.
- Updating language for residency requirements.
- Changing the name of the commission from “Parks and Trails Commission” to “Parks, Trails and Recreation Commission”.
- Changing the term limits for the Parks and Trails Commission from four years to three years to align with the term limits of the Arts and Culture Commission.
- Updating language to align with current processes.

Attachment E: Ordinance - Protocol for Meetings Held During a Declared Emergency

- Process for holding virtual meetings during a declared emergency.



Memorandum

Date: 3/14/2023

File No. CM 23-118

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):

Human Resources	Cathryn Laird	425-556-2125
-----------------	---------------	--------------

DEPARTMENT STAFF:

Human Resources	Mary Grady	Senior HR Analyst
-----------------	------------	-------------------

TITLE:

Discussion on 2023 Process for Updating Mayor’s Salary

OVERVIEW STATEMENT:

This memo provides information on the upcoming process and timeline for review of the Mayor’s salary. At a Study Session in November 2018, Council reviewed information and data related to the Mayor’s salary and determined that the Mayor’s salary should be reviewed at least every four years, at the beginning of the next election cycle. The next review should therefore occur in 2023.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Council approved Ordinance 2967 on May 7, 2019, setting the salary of the Mayor at \$145,000 annually effective January 1, 2020, and maintaining a monthly car allowance of \$500.
- **Required:**
- Ordinance 2262 in 2005 removed the Mayor’s salary from jurisdiction of the Redmond Salary Commission to have Mayor pay set by Council.
- **Council Request:**
NA
- **Other Key Facts:**
NA

OUTCOMES:

Data and information will be presented to Council at the Study Session on March 28, 2023. The Council’s review and recommendation for any changes to the Mayor’s salary would be implemented January 1, 2024.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Present data and information at Council Study Session on March 28, 2023
- **Outreach Methods and Results:**
NA
- **Feedback Summary:**
NA

BUDGET IMPACT:

Total Cost:

The cost will be determined by outcome of the Council’s review and recommendation.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

Offer # 0000023 (Human Resources)

Budget Priority:

Strategic and responsive.

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

NA

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s): NA

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/28/2023	Study Session	Receive Information
4/11/2023	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
4/18/2023	Business Meeting	Approve

Time Constraints:

The review and recommendation for any changes to the Mayor’s salary is anticipated to be complete by May 2023.

ANTICIPATED RESULT IF NOT APPROVED:

No changes to the Mayor’s salary would be implemented.

ATTACHMENTS:

None at this time.



Memorandum

Date: 3/14/2023

File No. CM 23-113

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
------------------------------------	---------------	--------------

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager
Planning and Community Development	Jackie Lalor	Economic Development and Tourism Program Administrator

TITLE:

Lodging Tax Advisory Committee (LTAC) Reappointment of Latha Sambamurti

OVERVIEW STATEMENT:

Latha Sambamurti is seeking reappointment to the LTAC for an additional 4-year term.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information
 Provide Direction
 Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
RCW 67.28.1817
- **Council Request:**
N/A
- **Other Key Facts:**
Per Council President Forsythe’s request: The March 14 FAC meeting is a chance for the Council to review Ms. Sambamurti’s reappointment application and resumé before going on the March 21 consent agenda.

OUTCOMES:

If approved, Ms. Sambamurti would be reappointed to the Lodging Tax Advisory Committee for an additional term.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

Yes

No

N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

Yes

No

N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	N/A	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/21/2023	Business Meeting	Approve

Date: 3/14/2023

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

File No. CM 23-113

Type: Committee Memo

Time Constraints:

Reappointment should be finalized by the end of Ms. Sambamurti's current LTAC term on March 31, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

We will need to recruit for a new LTAC member in the non-hotelier position if this member is not approved for reappointment.

ATTACHMENTS:

Attachment A: LTAC Current Terms and Vacancies

Attachment B: Application and Resume to be sent from the Clerk's Office prior to the Council meetings

LTAC Current Membership Terms

Position	Member	2018	2019	2020	2021	2022	2023	2024	2025	2026	Elected	Replaced	Notes
Council Chair	CM Steve Fields (2022)					Term 1-4 years				Term 2-4 years	4/1/22	CM Carson - Former Chair	
Hotel 1	Melody Lanthorn (2022)					Term 1-4 years				Term 2-4 years	9/6/22	VACANT Rene Molina (2019)	
Hotel 2 (VACANT)	Dave Norwood (2005) - Resigned January 2023	Term 1 - 2nd year		Term 2- 4 years			Resigned Jan. 2023	End of Term			2005	N/A	
Hotel 3	Dan Angellar (2021)			<i>Term 2- past member</i>	(Dan elected) Takes on as Term 1			(Dan) Term 2- 4 years			9/1/21	Scott Sheriff	Served partial 1st term and will start second term April 1, 2024
Non-Hotel 1	Nancy Heard (2022)					Term 1-4 years				Term 2-4 years	6/21/22	Rob Leavitt	
Non-Hotel 2	Latha Sambamurti (2019)		Term 1-4 years				Term 2- 4 years				5/7/19	N/A	
Non-Hotel 3	George Manojlovic (2022)					Term 1-4 years				Term 2-4 years	2/15/22	Courtney Klein (only 2 month replacement)	Term 1 as of April 1, 2022 (served 2 months of partial term when elected in Feb. 2022)

Members shall serve an initial 4-year term, with the opportunity to apply to serve for a second 4-year term, if desired. Term limits were adopted in 2018 by Redmond City Council, and at the time of implementation half of the members began with a 2-year term, instead of a 4 year term, to prevent a full committee turn over in the same year.

When a new member is appointed to the LTAC, they will complete the term of the outgoing member they replaced. That may be at the beginning of a new 4-year term or it may be completing a remaining portion of a 4-year term, if the previous LTAC member resigned mid-term. At the end of the initial term, the new member is eligible to reapply for a new 4-year term.

Term official start date is April 1 of term year.



Memorandum

Date: 3/14/2023

File No. CM 23-123

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
------------------------------------	---------------	--------------

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Lauren Alpert	Senior Planner

TITLE:

Contract Approval for Economic Study of Incentive Packages for Redmond Centers

OVERVIEW STATEMENT:

Staff recommends that the City Council authorize the Mayor to sign a contract with EcoNorthwest to complete an economic study of new zoning incentive programs for Overlake, Marymoor Village, and Downtown (see Attachment A). The City of Redmond is overhauling existing development incentive packages for its Centers to accommodate expected growth over the next 20 years and advance City priorities.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond 2050 - Growth Centers Policy Guide v 2.0
- **Required:**
Council approval is required for contracts exceeding \$50,000.
- **Council Request:**
The Council approved a Service Enhancement in the 2023-24 Budget for an economic analysis of incentive packages as part of Redmond 2050.
- **Other Key Facts:**
N/A

OUTCOMES:

The City needs to design incentive packages that can both encourage the level of development necessary to meet growth targets, while helping the City achieve its goals related to affordability, livability, sustainability, and equity. This project will help City staff and community stakeholders understand the draft incentive packages’ effectiveness and to ensure that incentives are calibrated to meet growth and policy objectives.

This study will answer the following questions:

- Are the draft incentive packages feasible for the types of development the City is looking to incentivize?
- What are the various costs and considerations for developers associated with each incentive requirement?
- Do development outcomes from the incentive packages help the City meet their policy goals?
- What are the various costs and considerations for the City in implementing and managing the various incentive programs?

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The project will begin as soon as Council approves the contract with Overlake incentives to be analyzed by June, and the remaining incentive packages to be reviewed Summer and Fall 2023.
- **Outreach Methods and Results:**
There will be a targeted list of stakeholders to interview, and key topic areas that will help organize and facilitate the interviews. This coordination will also ensure that the three centers are appropriately represented.
- **Feedback Summary:**
The stakeholder interviews will help inform the consultants on whether the incentives will be utilized and what if any adjustments will need to be made to the draft incentive packages.

BUDGET IMPACT:

Total Cost:
\$86,640

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

Budget Offer Number:
0000138 One-Time Service Enhancements

Budget Priority:
Vibrant and Connected

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

Date: 3/14/2023

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

File No. CM 23-123

Type: Committee Memo

If yes, explain:

N/A

Funding source(s):

General Fund savings realized through Department of Commerce Periodic Update Grant (\$74,060)

Environmental Sustainability Program (\$12,580)

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/21/2023	Business Meeting	Approve

Time Constraints:

Redmond 2050 must be completed by December 31, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, it will be challenging to implement effective new incentive packages in Overlake, Downtown, and Marymoor.

ATTACHMENTS:

Attachment A: Contract with Exhibits

--

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

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

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

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

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

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

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

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

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

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

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

5. **Extra Work.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

Economic Study of Redmond Centers

The City of Redmond is overhauling their existing development incentive packages for the Overlake, Marymoor, and Downtown Centers to better prepare for expected growth over the next 20 years. The City will need to design incentive packages that can both encourage the level of development necessary to meet growth targets, while helping the City achieve its goals related to affordability, livability, sustainability, and equity. This project will help City staff and community stakeholders understand the draft incentive packages' effectiveness in meeting growth and policy objectives.

Central questions for this project include:

- Are the draft incentive packages feasible for the types of development the City is looking to incentivize?
 - What are the various costs and considerations for developers associated with each incentive requirement?
- Do development outcomes from the incentive packages help the City meet their policy goals?
 - What are the various costs and considerations for the City in implementing and managing the various incentive programs?

Exhibit A: Scope of Work

Task 1. Kick-off Meeting and Project Management

Task 1.1 Kickoff & Project Schedule

The kickoff meeting will play a key role in aligning expectations for approach, roles, and communications protocols. We also like to take time in every kickoff meeting to ask the client to define what success will look like for the project, to ensure we understand the client's aspirations and the most important outcomes. At this meeting, we will review the schedule and relevant data and resources, and discuss the preferred format and audience for key deliverables.

Task 1.2 Ongoing Check-ins and Project Coordination Meetings

Throughout the course of the project, ECONorthwest will host regular check-in meetings with the project management team to share progress, address questions, and set direction.

Task 1 Meetings

- Kickoff Meeting (virtual or in-person if timing aligns with schedules)
- Biweekly Check-in Meetings (virtual)
- Six team coordination meetings (2 per incentive package)

Task 1 Deliverable:

- Refined project schedule
- Kickoff Meeting Summary

Task 2. Stakeholder Engagement and Analysis Framework

ECONorthwest will conduct outreach with stakeholders to better inform the analysis and recommendations in Tasks 3 and 4. Stakeholder engagement will run in parallel with Task 3 to help inform our assumptions, validate findings, and gain perspectives on development in the City and any potential recommendations.

Task 2.1 Review of Incentive Structures

Prior to developing a list of stakeholders to engage, ECONorthwest will conduct a thorough review of the City's incentive structure for Overlake (and for Marymoor and Downtown when they become available). We will also work with staff during a regular check-in meeting to

further narrow the list of incentives to analyze, as some incentives have financial impacts and others have more spatial considerations that are difficult to quantify.

Task 2.2 Review Local Market Conditions

ECONorthwest will conduct a review of local market conditions within each of the three centers to have a better understanding of recent development trends. Tasks 2.1 and 2.2 will help us identify stakeholders who may utilize the incentive structures in the future and in what ways. They will also help inform key topics and questions to consider prioritizing in the interviews.

City staff indicated they may have recent and relevant market research to share. If so, ECONorthwest will utilize that in place of or in addition to our market research.

Task 2.2 Analysis Framework

After completing a thorough review of the City's incentive structures and understanding local market conditions, ECONorthwest will develop an analysis framework for Task 3 and work with staff to ensure it aligns with the City's goals for the project prior to beginning the work. Given this project has relevant moving partner projects on varying timelines, including an ongoing zoning code update, it will be important to coordinate closely with city staff to ensure the information needed to conduct a thorough analysis is complete and available.

Completing Tasks 2.1 and 2.2 prior to engaging stakeholders will help ensure interview time is used efficiently and the information obtained can inform each part of the analysis and recommendations.

Task 2.3 Stakeholder Interviews

ECONorthwest will work with city staff during regular check-ins to develop a targeted list of stakeholders to interview, and key topic areas that will help organize and facilitate the interviews. This coordination will also ensure that the three centers are appropriately represented.

Possible stakeholders include:

- local and regional developers that adequately represent the prototypes analyzed in Task 3
- architects and other design professionals who would work directly with design incentives

Task 2 Interviews:

- a maximum of 15 interviews or 3-5 focus groups (ECONorthwest will work with staff to distribute interviews as needed to ensure centers are adequately represented, knowing that some interviews can inform the work for multiple centers)

Deliverables:

- Memo summarizing analysis framework to be agreed upon prior to beginning analysis
- Summary of stakeholder engagement will be included in an appendix of the final report

Task 3 - Economic Analysis of Incentive Packages

Task 3.1 Finalize Local Market Research

ECONorthwest will finalize the market research (received or conducted) in Task 2.2 on overall market trends, conditions and prototypical development within the Overlake, Downtown and Marymoor Centers (and adjacent areas if necessary). We will identify examples of recent development within and surrounding the three areas which will help estimate prices and/or rents, and provide data regarding construction type, site and building characteristics, such as unit size, location, density, lot size, parking and other features to help inform the development of physical prototypes to test the financial performance of the incentives.

The analysis will include a **maximum of 6 development prototypes**. Prototypes could include the following:

- 3-story multifamily wood frame
- 4-story multifamily wood frame
- 4 over 1 podium mixed use
- 5 over 2 podium mixed use
- Lower density tower or mass timber mixed use
- 21-23 story tower mixed use

The appropriate tenure for each prototype will be determined by physical form.

ECONorthwest will work with city staff and stakeholders to confirm building prototypes to test prior to beginning the financial analysis. These prototypes will be used to test the potential performance of the incentives both individually and cumulatively.

Task 3.2 Evaluate Incentives Related to Site Layout and Building Form and Scale

MAKERS will evaluate the incentives relating to site layout and building form and scale. As part of this evaluation, MAKERS may use existing development examples and/or available development prototypes to determine and communicate feasibility. MAKERS may also develop simple diagrammatic 3-D massing models of up to five prototype sites/building types identified in Task 3.1 (provided this approach is agreed upon in writing by the City and ECONorthwest).

These models will provide high-level spatial analysis and help identify considerations for specific form and site-based incentives (trees requirements, open/public space, etc.). The models can also be used to help communicate concepts to decision-makers and community members.

The number of modeled prototypes will depend on the size and complexity of the site and building plus the chosen level of detail for the model. Such 3-D models would be developed based on building and site information developed by ECONorthwest's analysis and/or provided by the City. 3-D models developed for Overlake will serve as analysis base for Downtown and Marymoor.

Task 3.3 Evaluate Financial Impacts of Green Building Requirements

In partnership with ECONorthwest, DCW Cost Management will prepare probable construction cost estimates related to the green building requirements identified in the base zoning requirements for the three centers. Cost estimates for green building components will be prepared for each development prototype and used as part of the financial feasibility analysis in Task 3.4.

Task 3.4 Evaluate Financial Impacts of Incentive Packages

Once prototypes and site conditions are developed, ECONorthwest will evaluate the financial impacts on the prototypical developments opting in to the incentive packages (relative to developments building under base zoning entitlements) in each of the three centers, given the estimated construction and development costs for the area. Our team will use development proformas to understand the sensitivity of costs, benefits, and weighting of incentives to desired development types and market conditions in the three centers.

The central question of this analysis is: will accessing the incentives create more value for developers relative to the cost of providing the program options? This will help us identify which incentives are most likely to pursue or not pursue and why.

DCW Cost Management will assist ECONorthwest with understanding impacts associated with new green building requirements for each development prototypes under this task.

Task 3.5 Evaluate Costs to the City to Implement and Manage Program Options

As part of Task 3, the City would also like to understand the estimated costs to the City to implement and manage the incentive programs across the three centers. Ultimately, the cost of implementing and managing these types of programs will be a matter of staff time and capacity. Implementation and program management will need to be considered from the perspective of a project's life cycle:

- Land use entitlements and permitting: additional effort required from staff to verify project points and qualifying incentive

- Physical compliance: added levels of complexity for inspections during construction
- Programmatic compliance: managing necessary agreements such as phasing plans, ground floor leases, development agreements, etc.
- Ongoing compliance: for elements that extend beyond construction and immediate occupancy such as affordability

ECONorthwest will lean on its implementation experience to help the City understand what the range of implications may be for staffing needs and expertise to help identify the programmatic resources needed from a budget perspective. This analysis will also be informed about our understanding of utilization of the incentives in the analysis conducted in Task 3.2 so we can best help city staff understand which incentives might be of most interest to developers and how often they might use them.

Deliverables:

- Technical Memo summarizing methodology and results of feasibility analysis (including the assessment which incentives are most likely to be pursued or not pursued)
- Qualitative evaluation of program management costs will be included in final report

Task 4 -Analysis of City Goals

Task 4.1 Establish Framework for Evaluation

Utilizing the results from the economic analysis in Task 3, ECONorthwest will meet with staff to review results that will help inform which incentives are more likely to be utilized and in what ways. Once there is an understanding of how incentives are likely to perform, ECONorthwest and MAKERS will work with city staff to discuss priorities and create a framework to assess how those incentives can help the City meet its goals related to affordability, displacement, livability, among others.

This framework will identify areas where any priorities systems in the packages should be refined and begin to inform any recommendations for the point system.

Task 4.2 Analysis of City Goals

Once a framework for the analysis has been developed, ECONorthwest (with MAKERS advising on urban design context components) will assess how (and to what degree) the draft incentive packages, in the context of the feasibility results, will help the City achieve its goals. This will largely be a qualitative exercise, but working with staff in Task 4.1 on creating a framework will assist in identifying ways to make the analysis rigorous. We will identify how the various incentives help the City achieve each one of its goals and create some scenarios that optimize outcomes to understand how changes to the weighting criteria could affect outcomes and utilization.

The central question for this task is: Does the structure of the incentive program and the elements within the program advance the City's goals and policies?

Task 4.3 Recommendations

ECONorthwest will prepare detailed recommendations for how the City should consider adjusting its program options within the three incentive packages to encourage participation by developers, which will ultimately assist the city in meeting its goals. These recommendations will be rooted in the results from the analyses completed in Tasks 3.2 and 4.2, our relevant housing work from across the state and the west coast and stakeholder interviews conducted in Task 2.3.

Deliverables:

- Goal matrix summarizing how well the incentive packages help the City achieve its policy goals
- Presentation to staff on draft recommendations

Exhibit B: Completion of Work -Task 5 - Final Report

ECONorthwest will assemble the materials produced throughout the project into a final report to summarize the results of the project.

Deliverables:

- Final Report Document that summarizes recommendations on implementation of incentives in Overlake, Downtown, Marymoor Village
- Packaged presentation materials utilized throughout the project

Exhibit C: Budget

Our proposed budget reflects all activities described by city staff and will be billed on a time and materials basis, not to exceed \$87,000.

Labor Expenses	HOURS BY TASK					TOTALS		
	Task 1	Task 2	Task 3	Task 4	Task 5	Hours	\$	% of Budget
	Project Management	Stakeholder Engagement & Analysis Framework	Economic Analysis	Analysis of City Goals	Final Report on Incentives			
ECONorthwest								
Tyler Bump, Project Director	12	10	15	8	8	53	\$14,840	17%
Morgan Shook, Senior Policy Advisor	2	1	3	3	2	11	\$3,300	4%
Lee Ann Ryan, Project Manager	20	15	20	20	15	90	\$14,850	17%
Michelle Anderson, Technical Manager	8	5	48	5	8	74	\$12,210	14%
Mackenzie Visser, Associate		6	35	8	6	55	\$7,700	9%
Sub-Total	42	37	121	44	39	283	\$52,900	61%
MAKERS Architecture and Urban Design								
Bob Bengford, Partner	4	2	4	8		18	\$4,230	5%
Katy Saunders, Associate	16	2	16	16		50	\$8,250	10%
Yifan Xing, Associate			24	8		32	\$3,680	4%
DCW Cost Management								
Trish Drew, Director			74			74	\$12,580	15%
Sub-Total	20	4	118	32	0	174	\$28,740	33%
Totals by Task	Task 1	Task 2	Task 3	Task 4	Task 5	Totals	Summary of Expenses	
Total Labor	\$12,160	\$8,040	\$40,140	\$13,825	\$7,475	Labor	\$81,640	94%
						Contingency	\$5,000	6%
Total by Task	\$12,160	\$8,040	\$40,140	\$13,825	\$7,475	Budget	\$86,640	100%
% of Total Budget	14%	9%	46%	16%	9%			

Note: DCW Cost Management costs under Task 3.3 are for green building cost estimating, to be billed to the Environmental Sustainability Program.

RFP 10768-22

Economic Study of Redmond 2050 Centers Incentive Packages

Exhibit D - Option for Renewal

The City reserves the right to renew this contract for one (1) additional one-year renewal term, for a potential maximum total term of two (2) 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 any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.





Memorandum

Date: 3/14/2023

File No. CM 23-124

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
------------------------------------	---------------	--------------

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Planning Manager
Planning and Community Development	Becky Frey	Principal Planner

TITLE:

Supplemental Agreement for Redmond 2050 Environmental Review

OVERVIEW STATEMENT:

This action authorizes the Mayor to sign an amendment to the professional services agreement with BERK Consulting for the Redmond 2050 Environmental Review & Assessment to add a Supplemental Draft Environmental Impact Statement (EIS). The consultant will prepare a supplemental Draft EIS including draft EIS analysis corrections and updates as needed, description and analysis of the preferred alternative, and responses to comments on the first Draft EIS. Analysis will include policies and codes that are more detailed though similar in concept to the Draft EIS.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
- Relevant Plans/Policies:
 - Redmond Comprehensive Plan
 - Environmental Sustainability Action Plan
 - Climate Emergency Declaration
 - Community Strategic Plan
- Required:

RCW 39.80 and City Purchasing Policies and Procedures require Council authorization for the Mayor to sign the contract amendment.

• **Council Request:**

N/A

• **Other Key Facts:**

At the Council Study Session held on September 20, 2022, Director Helland spoke to Council about the plan to bring forward a contract amendment to add a Supplemental Draft EIS.

The total cost for the additional work authorized by this contract amendment is \$103,105. Staff will be using the remaining unallocated contingency towards this cost, so the total additional cost for this work is \$86,905.

OUTCOMES:

Approving the Supplemental Agreement will allow for the incorporation of state housing guidance, additional analysis and public review of the preferred alternative, and analysis of the code and policies at a deeper level than what was provided in the Draft EIS. This will give the community an opportunity to study the Preferred Alternative, mitigation measures, and updated information prior to the issuance of the Final EIS.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• **Timeline (previous or planned):**

The Supplemental Draft EIS will commence immediately and is estimated to be published in the Q3 2023, with the Final EIS published late Q3 or Q4 2023.

• **Outreach Methods and Results:**

The Supplemental Draft EIS will have a public comment period and staff will provide a number of ways to share the outcomes and provide comments. There will be a single Final EIS with responses from the Supplemental Draft EIS public comment period.

• **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

\$4,616,400 is the total appropriation to the Community and Economic Development offer and is where most expenses related to Redmond 2050 are budgeted.

Approved in current biennial budget:

Yes

No

N/A

Budget Offer Number:

000040

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs:

Yes

No

N/A

If yes, explain:

Date: 3/14/2023

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

File No. CM 23-124

Type: Committee Memo

N/A

Funding source(s):

General Fund, Development Review Fund, Washington State Department of Commerce grants

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/20/2022	Study Session	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/21/2023	Business Meeting	Approve

Time Constraints:

The Final EIS must be published prior to adoption of Redmond 2050 Phase 1 items.

ANTICIPATED RESULT IF NOT APPROVED:

If the City Council does not authorize the Mayor to execute the Supplemental Agreement, then staff will continue with the current contract scope and will publish the Preferred Alternative with the Final EIS.

ATTACHMENTS:

Attachment A: Supplemental Agreement No. 3 and Scope of Work

Amendment No. _____	Organization and Address	
Original Agreement Number	Phone:	
Project Number	Execution Date	Completion Date
Project Title	New Maximum Amount Payable \$	
Description of Work		

The Local Agency of _____
 desires to amend the agreement entered into with _____
 and executed on _____ and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to the agreement are described as follows:

I

Exhibit A, SCOPE OF WORK, is hereby changed to read:

II

Exhibit B, WORK SCHEDULE, is amended to change the date for completion of the work to read:

III

Exhibit C, PAYMENT SCHEDULE, shall be amended as follows:

as set forth in the attached Exhibits, and by this reference made a part of this amendment.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____

By: _____

 Consultant Signature

 Approving Authority Signature

 Date

Redmond 2050 Comprehensive Plan Periodic Review SEPA Analysis & Documentation

Understanding

Redmond is embarking on its 2050 Comprehensive Plan Periodic Review due in 2024 under Growth Management Act (GMA) together with a Transportation Management Plan (TMP) update and other functional plans. Over two decades of growth and change, Redmond has evaluated its long-range planning proposals with a variety of State Environmental Policy Act (SEPA) documents, including a planned action for Overlake. Redmond wants to conduct a thorough review and update of its Comprehensive Plan SEPA documents with an innovative and integrated community engagement and planning process.

To achieve Redmond's goals for an integrated SEPA and GMA process, this scope presents tasks that are intentionally coordinated between two consultant teams:

- **The Visioning & Land Use Scenario Development Team** led by IBI under a separate contract (“Vision Team”), and
- **The SEPA Analysis & Documentation Team** led by BERK Consulting, Inc. and supported by technical experts. Collectively, BERK and subconsultants are called the “SEPA Team.” The SEPA Team roles include:
 - BERK will serve as prime and lead SEPA document development and associated Planned Action or other SEPA Ordinances. BERK will integrate the Vision Team’s existing conditions evaluation on market and land use conditions into the EIS. BERK will collaborate with IBI on the creation of alternatives that can be evaluated under SEPA, and evaluate the alternatives related to land use and public services impacts.
 - MAKERS Architecture + Urban Design will prepare an aesthetics impacts analysis, providing a SEPA evaluation of aesthetics impacts using the Vision Team’s model outputs,
 - Perteet will prepare stormwater and utilities analyses,
 - The Watershed Company will prepare the natural environment analyses, and
 - Fehr & Peers will prepare the transportation analysis integrating TMP modeling efforts and developing an evaluation of each alternative in the EIS.

The SEPA Team tasks are detailed on remaining pages below:

Task 1 - Project Management

Task 2 - Existing Conditions

Task 3 - Community Engagement

Task 4 - Land Use Alternatives

Task 5 - Team Integration

Task 6 - SEPA Documents

Task 7 - Implementation

Through regular invoicing and progress reports, other tasks may be defined, e.g. expenses.

ASSUMPTIONS: The Vision Team will lead engagement activities, and vision and land use alternatives in collaboration with the SEPA Team. The City of Redmond communications staff will lead development of outreach and engagement materials. The City of Redmond GIS staff will provide spatial analysis and data to support the SEPA Team's preparation of existing conditions and EIS analysis; and the City GIS staff will develop online mapping efforts such as existing conditions report and sharing of the Draft EIS evaluation.

Scope of Work

Task 1. Project Management

1.1 Bi-weekly Meetings.

The SEPA Team will conduct regular check-in meetings with key project staff to address emergent issues, surface potential obstacles early, and employ strategies to meet project goals and schedule. These could be conducted on the phone or in-person.

1.2 Redmond 2050 Team Coordination Meetings

The SEPA Team will participate in team coordination meetings to address the multiple components of this project.

1.3 Council and Planning Commission Meetings

The SEPA Team will assist with Planning Commission and City Council briefings. Potential topics could include scoping and EIS performance measures, Draft EIS results and implications for a Preferred Alternative, and SEPA ordinances.

Deliverables

- Project Management Plan
- Schedule and Monthly Progress Reports

- Bi-weekly Check-ins
- Redmond 2050 Team Coordination (approx. 4)
- Planning Commission and City Council Meetings (approx. six)

Task 2. Existing Conditions Report

2.1 Environmental Baseline Data Analysis

The environmental baseline data analysis will include:

- Evaluation of existing GIS layers, reports, and studies, as well as identification of potential gaps in the baseline data that require updates.
- Summary of existing environmental conditions at different geographic scales including: citywide, subareas of interest (e.g. Overlake), and systems (e.g. transportation, surface water, etc.). The full report writing is included in Task 2.4.
- Cross-references to the Community Visioning & Land Use Scenario Existing Conditions Report to minimize repetition of land use information.
- Summary of existing conditions findings. The full report writing is included in Task 2.4.

2.2 Updates to BAS and Recommendations

Led by TWC, the SEPA Team will prepare a synthesis of Best Available Science (BAS) utilizing scientific literature, existing reports, and gray literature, following the hierarchy of approved BAS listed in WAC 365-195. This analysis could cover regulated critical areas and the latest science regarding trends and effects of climate change as they relate to this long-range planning effort. Existing plan policies subject to the scope of work will be evaluated against the findings of the BAS review to determine the need for additional policies.

2.3 Report

General Report: The SEPA Team will use the data and evaluation in Task 2.1 and the outline and template created in Task 6.2 to share existing conditions and trends. The City of Redmond will develop a GIS portal or ESRI StoryMap, or other interactive tools that are easy for the community to access and understand.

The SEPA Team will coordinate the report development and cross reference important trends and findings with the Vision Team Existing Conditions Report that will address market information, a policy and regulatory review, and outreach results review.

As part of the Existing Conditions Report, the SEPA Team will also address:

Planned Action Implementation Review: The Overlake Planned Action is based on a series of SEPA documents (such as EISs, SEIS, Addenda) from about 1999-2018, addressing most recently the redevelopment of the old Sears campus. This SEPA effort for Redmond 2050 is an opportunity to review successes and roadblocks to achieving the desired growth and environmental mitigation. It is also an opportunity to clean up and simplify the requirements under the multiple documents through a unified

process. The SEPA Team will review permit trends and interview staff and developers on the usefulness and concerns about the current planned action.

Deliverables

- Existing Conditions Report

Task 3. Community Engagement

The Vision Team will lead engagement. The City communications team will develop messaging and materials. The SEPA Team will participate in events and activities, including:

- **Vision and Alternatives Engagement:** The SEPA Team will support digital and in-person outreach. This could include providing summary communication materials regarding scoping (e.g. fact sheet, review City-prepared web material) and participate in virtual or in-person meetings such as the Typologies Workshop.
- **Draft EIS Engagement:** The SEPA Team will support outreach during comment period of Draft EIS such as development of a preferred alternative if one is already not designated as preferred in the draft EIS. During the comment period, the SEPA Team has set aside a block of time to:
 - Review City-provided digital mapping or engagement materials.
 - Develop summary content regarding Draft EIS conclusions and alternatives that can be developed into a communication piece by City communications staff for posting online or turning it into a StoryMap by City GIS staff.
 - Attend one virtual or in-person meeting during the comment period to help develop a preferred alternative for evaluation in the Final EIS.

Deliverables

- **Support content development:** Prepare text or materials that supports the City-prepared communication materials, maps, and virtual webtools including interactive mapping.
- **Attend virtual or in-person meetings:** During visioning/scoping period and during the Draft EIS comment period attend two meetings.

Task 4. Land Use Alternatives

The Vision Team will be developing:

- Market analysis report (growth targets, building prototypes, proforma analysis)
- Land use analysis interim report (baseline, boundaries, and scenarios)
- Land use alternatives final report (preferred scenario, urban form, and typologies)
- Parametric 3D model

The City desires that the SEPA Team provide guidance and recommendations on how to utilize one process/outcomes for both teams/tasks as much as possible to minimize duplication of work and avoid community confusion. This scope includes a collaborative process to:

1) Build a foundation of shared information through existing conditions information and scoping (see Tasks 2, 3, and 5),

2) Create scenarios in a clear and linear process (this Task 4), and

3) Test scenarios through an integrated EIS/planning process (Task 6): The potential impacts, benefits, and feasibility of the scenarios will be tested and evaluated through the integrated planning/SEPA process.

Task 4 focuses on the interface of the Vision and SEPA team in Step 2 to develop preliminary scenarios. To develop the preliminary scenarios, the SEPA Team will design and conduct an alternative scenarios workshop with Redmond 2050 Team staff and the Vision Team. This workshop will be designed to identify common themes, consider and evaluate areas of difference, and sort and group concepts to arrive at preliminary scenarios. This will lead to scenarios that are ready for continued testing during the EIS and planning process. Supportive outreach efforts are described in Task 3. Subsequent Visioning engagement activities, as well as review by the Planning Commission and City Council will provide opportunities for further refinements.

Task 5. Team Integration

5.1 Visioning Team Coordination

The Vision Team will develop land use and urban design strategies and engage the community around the future of Redmond in 2050, and develop existing conditions information on market trends and land use policies. A team meeting to develop/adapt preliminary scenarios is part of Task 4. In Task 5, the SEPA Team will review the Vision Team products on existing conditions, and review Vision Team prepared scenarios to ensure they are designed appropriately for testing in the SEPA document.

5.2 Transportation Modeling and Cost Estimating Team Coordination

The City will select a Transportation consulting team to update the City's transportation model, model the land use scenarios, and ultimately identify multimodal improvements that will be included in the TMP. The modeling results of the draft scenarios and preferred scenario will be evaluated by the SEPA Team, led by Fehr & Peers.

Deliverables

- Vision Team Existing Conditions and Scenarios for adaptation into the SEPA document.
- Critical Path and Performance Standards for Model Update and Model Outputs

Task 6. SEPA Documents

The City desires a unified SEPA process for the Redmond 2050 Updates, including the Comprehensive Plan, TMP, and other functional plans, as well as strategies to facilitate growth through SEPA tools such as a planned action update for Overlake or a potential planned action for Downtown and/or Marymoor. Planned actions may involve a standard Environmental Impact Statement (EIS) or Supplemental EIS with an ordinance or the use of a Threshold Determination with a Planned Action as allowed through RCW 43.21C.440 (amended in 2017). The City also wishes to consider use of an Infill Exemption (RCW

43.21C.229) for other growth centers. The City desires an innovative and integrated process that must also be effective and compliant with SEPA.

6.1 Scoping

The SEPA Team will prepare a determination of significance and scoping notice with a supporting document (scoping document or SEPA checklist) indicating what topics are identified for inclusion. The scoping notice will initiate a 21-day comment period, which can be coordinated with subarea plan engagement efforts. Alternatives will be developed under Task 4. For purposes of the SEPA document evaluation, EIS alternatives will include the SEPA-required No Action Alternative and two Action Alternatives. Under the Final EIS a preferred alternative would be evaluated. After scoping, the SEPA Team will draft a Preliminary Draft EIS alternatives description for City review and concurrence.

6.2 Document Design and Outline

The SEPA Team will prepare a document template/format for use by the project team that is reader friendly and graphic-rich while conveying the essential analysis of the existing conditions and SEPA analysis. Developing an early outline of the Existing Conditions Report and SEPA documents will allow the City and the SEPA Team to finalize SEPA options early and create a common structure for all authors. This approach improves efficiency and SEPA compliance.

6.3 Preliminary Draft EIS

This scope anticipates a unified SEPA process consisting of a single EIS that is organized to share citywide, subarea, and transportation system conditions and environmental implications. The outline would have sub-headings for each geography or separate chapters for each (e.g. common summary and alternatives chapter and individual chapters for citywide, subareas, and transportation system conditions and impacts). The EIS would be areawide and programmatic for the most part and more detailed for the Planned Action areas to support more specific mitigation measures and implementation.

The Preliminary Draft EIS will contain the following elements required in WAC 197-11:

- Cover Letter
- Fact Sheet
- Table of Contents
- Chapter 1—Environmental Summary
- Chapter 2—Proposal and Alternatives
- Chapter 3—Affected Environment, Significant Impacts, and Mitigation Measures
- Chapter 4—References
- Chapter 5—Distribution List
- Appendices

The SEPA Team will prepare a preliminary draft EIS for City review and comment. Natural and built environment scope topics and approaches are included in the table below.

The EIS will be areawide and comparative in nature, but will identify enough information to consider appropriate mitigation measures for the Overlake Planned Action. The impact analysis will include quantitative and qualitative approaches such as models (e.g. transportation) or adopted standards (e.g. stormwater LID practices, public service levels of service, etc.) to determine the effect of the alternatives.

Natural and built Environment Topics for EIS

Assumed Environmental Topics for SEPA Document

Natural Environment (Earth, Water, Plants and Animals) (TWC): The SEPA Team will provide thorough and comprehensive review of potential impacts and opportunities related to the natural environment within the identified study area(s). With strong and often first-hand experience working in the ecological systems that span Eastside communities, the SEPA Team will focus identification of mitigation opportunities to those that best serve the ecological functions affected by plan updates using an approach consistent with BAS. The SEPA Team will also explore ways to streamline mitigation activities, through development of an advanced mitigation program, for example. The SEPA Team will also note ways to strengthen the community's connection to the natural environment through interpretive or other educational opportunities.

Air Quality/Greenhouse Gas (GHG) (Fehr & Peers): The SEPA Team will use the best available sources of regional and national data to evaluate greenhouse gas emissions. Baseline conditions would be described using the City's Climate Action Implementation Plan and Puget Sound Clean Air Agency's most recent regional inventory. Transportation emissions would be evaluated using VMT and average trip length outputs from the City's travel demand model by alternative. The SEPA Team will work with the City's modeling consultant to post-process the results to account for factors that reduce GHG emissions, such as mixed-use development, higher densities, and greater transit usage. The King County SEPA GHG emissions worksheet will be used to estimate embodied and energy emissions associated with the construction and ongoing operation of land use development.

Land Use and Socio Economics (BERK): The SEPA Team will evaluate growth alternatives on compatibility and consistency with state GMA goals, VISION 2050, and elements of the Redmond 2050 Update Vision. The SEPA Team will review the ability of alternatives to meet the City's growth allocations. The SEPA Team will also analyze the potential relative effects of growth alternatives on affordable housing conditions and economic development strategies and job mix. The analysis will be based on the Vision Team existing conditions report related to policies. For the Final EIS, it is assumed the City will develop a policy summary of the proposed draft Comprehensive Plan to support the analysis of the Preferred Alternative.

Aesthetics (MAKERS): The SEPA Team will prepare the aesthetics and urban design analysis to address potential changes to physical conditions and views. The SEPA Team will integrate the Vision Team's modeling or typology work. The SEPA Team will illustrate future study area conditions, both from an overview perspective, as well as from the perspective of a street-level pedestrian in particular centers. Locations to be analyzed will be targeted to provide views of important public open spaces, high-traffic corridors, and well-known landmarks based on mutual agreement with the City.

Transportation (Fehr & Peers): The SEPA Team will coordinate with the Transportation Modeling and Cost Estimating Team on approach and methodology early on. It is assumed that the TMP Update includes both modeling and operational analysis to a degree appropriate for both the citywide and planned action SEPA evaluation areas, and the SEPA Team will review, interpret, and translate the results into a SEPA-compliant evaluation.

Public Services (BERK): Growth under the alternatives will affect a wide variety of public services, including police protection, fire and emergency medical services, parks, and schools. The SEPA Team will evaluate each alternative with regard to the level of demand anticipated for each of these public services based on available system plan and service delivery studies and adopted level of service standards.

Assumed Environmental Topics for SEPA Document

Stormwater (Perteet): The SEPA Team will analyze impacts and mitigation requirements for surface water and water resource improvements under each alternative while ensuring that public and private stormwater systems are planned, developed, and maintained to prevent flooding, protect water quality, and preserve natural stormwater systems. The City of Redmond's Regional Stormwater facilities are a key component of the City's projected growth that require substantial planning, financing, and permitting ahead of the growth to take advantage the reduced construction, operation, and maintenance costs typically realized with regional facilities

Water/Sewer (Perteet): The SEPA Team will analyze each alternative for impacts, mitigation requirements, and public-private funding options for utility improvements for each alternative. The SEPA Team will consider anticipated or needed improvements to accommodate growth and development projections.

6.4 Draft EIS

Based on one round of consolidated City comments on the Preliminary Draft EIS, the SEPA Team will prepare a print-check document and a Draft EIS for posting and public review. The SEPA Team will prepare the notice of availability for City publication. The City will publish the Draft EIS.

6.4.1 Supplemental Draft EIS

The SEPA Team will prepare a supplemental Draft EIS including a fact sheet, table of contents, draft EIS analysis corrections as needed, description of the preferred alternative, and responses to comments on the first Draft EIS. The Preferred Alternative will include an alternative with growth in the range of Draft EIS Alternatives and policies and codes that are more detailed though similar in concept to the Draft EIS. The SEPA Team will prepare a preliminary supplemental Draft EIS for City review and comment. Based on City comments, the SEPA Team will prepare a public supplemental Draft EIS for public issuance. One round of comments is anticipated. The SEPA Team will prepare the notice of availability for City publication. Approaches to the evaluation are summarized below.

Assumed Environmental Topics for SEPA Document

Natural Environment (Earth, Water, Plants and Animals) (TWC): Evaluate the Preferred Alternative, review proposed Comprehensive Policies and Draft Code, and develop responses to comments. Review the Draft Planned Action Ordinance to help refine mitigation measures.

Air Quality/Greenhouse Gas (GHG) (Fehr & Peers): Evaluate the Preferred Alternative, review proposed Comprehensive Policies and Draft Code, respond to Air Quality comments. Review the Draft Planned Action Ordinance to help refine mitigation measures.

Land Use and Socio Economics (BERK): Evaluate the Preferred Alternative, conduct a consistency review of the proposed Comprehensive Policies and Draft Code with state and regional requirements and policies. Respond to relevant comments.

Aesthetics (MAKERS):

Basic Tasks: Evaluate the Preferred Alternative qualitatively. Prepare 2-dimensional maps of views similar to Draft EIS map. Demonstrate how Preferred Alternative is similar to the range of Draft EIS Alternatives using

Assumed Environmental Topics for SEPA Document

existing graphics; no new modeling is anticipated. Respond to relevant comments. Review the Draft Planned Action Ordinance to help refine mitigation measures.

Birds eye Illustration: Review Preferred Alternative and code proposals. Prepare a birds eye illustration using SketchUp or similar program to illustrate plan and code concepts.

Transportation (Fehr & Peers): Develop the same level of detail evaluation as the Draft EIS for the new Preferred Alternative. Respond to Draft EIS comments. The travel demand modeling and technical analysis would occur under the separate contract with the City. Meets with City staff at up to three sessions (virtual) to develop the mitigation measures and discuss responses to comments are included.

Public Services (BERK): Evaluate the Preferred Alternative, including police protection, fire and emergency medical services, parks, and schools. Review proposed Comprehensive Policies and Draft Code and develop responses to comments. Review the Draft Planned Action Ordinance to help refine mitigation measures.

Stormwater (Perteet): Evaluate the Preferred Alternative and how Preferred Alternative is similar to the range of Draft EIS Alternatives. Respond to relevant comments. Review the Draft Planned Action Ordinance to help refine mitigation measures.

Water/Sewer (Perteet): Review utility model results developed by Redmond, develop mitigation measures for the Planned Action Ordinance, and meet with utilities staff (virtually) to vet the evaluation and mitigation approaches (three meetings assumed). Respond to comments on the Draft EIS.

6.5 Final EIS

The SEPA Team will prepare the final EIS including responses to comments on the Supplemental Draft EIS. Evaluation of a new preferred alternative is not assumed since it would be addressed in Task 6.4.1. The SEPA Team will prepare a preliminary final EIS for City review and comment. Based on City comments, the SEPA Team will prepare a final EIS for public issuance. One round of comments is anticipated. The SEPA Team will prepare the notice of availability for City publication.

Deliverables

- Scoping Notice and Support Scoping Document or SEPA Checklist
- Document Design and Outline
- SEPA Document Development: Preliminary, Draft, and Final

Task 7. Implementation

The SEPA Team will prepare the ordinances that designate amended or new Planned Actions for Overlake, Downtown, and Marymoor Village. The ordinance(s) will address all legal requirements as outlined in WAC 197-11-168. The SEPA Team can also prepare the ordinance establishing the Infill Exemption for other centers consistent with RCW 43.21C.229. The SEPA Team will identify clear growth thresholds and mitigation measures.

The SEPA Team will develop SEPA Ordinance Implementation Plans which could include measurable objectives and monitoring, as well as an administration guide, and planned action application form and

consistency evaluation form. The SEPA Team will also prepare a SEPA implementation memo to support the City in next steps related to SEPA review for future functional plans, SEPA permit facilitation tools and related technical tasks, such as future adoption and addenda or other forms as appropriate.

Deliverables

- SEPA Ordinances and Implementation Plans
- SEPA implementation memo for future related actions

Cost Estimate

Based on the scope of services, a budget has been developed. It provides for focused deliverables and targeted collaboration with the Vision Team and City of Redmond staff per the assumptions of roles on page 1 and in the scope. For example, the Vision Team Leads Engagement Activities, and the City leads Spatial Analysis and a Preferred Alternative Policy Review. Time may be transferred from one task to another due to greater or lesser level of effort, provided that each task shall be completed and the total budget shall not be exceeded.

A contingency is included. Prior to the use of the contingency, the City and SEPA Team prime shall agree in writing to the use of the contingency for scope or level of effort not included in Tasks 1 through 7.

Base Scope and Fee

	BERK	Makers	Pertect	FP	TWC	Total
Task 1 Project Management						
1.1 Project Kickoff	\$0	\$0	\$0	\$0	\$0	\$0
1.2 Bi-weekly Meetings	\$14,031	\$0	\$800	\$840	\$600	\$16,271
1.3 Redmond 2050 Team Coordination Meetings	\$5,200	\$0	\$0	\$0	\$0	\$5,200
1.4 Council and Planning Commission Meetings						
Project Management Plan & Progress Reports	\$3,150	\$0	\$0	\$0	\$0	\$3,150
Subtotal	\$27,581	\$0	\$800	\$840	\$600	\$29,821
Task 2 Existing Conditions Report						
2.1 Environmental Baseline Data Analysis	\$2,890	\$0	\$8,620	\$4,760	\$3,720	\$19,990
2.2 Trends and Best Practices	\$0	\$0	\$0	\$0	\$0	\$0
2.3 Updates to BAS and Recommendations	\$900	\$0	\$0	\$0	\$8,820	\$9,720
2.4 Existing Conditions Report	\$9,680	\$0	\$8,280	\$6,100	\$6,240	\$30,300
Subtotal	\$13,470	\$0	\$16,900	\$10,860	\$18,780	\$60,010
Task 3. Community Engagement						
Community Engagement	\$7,480	\$0	\$0	\$0	\$0	\$7,480
Subtotal	\$7,480	\$0	\$0	\$0	\$0	\$7,480
Task 4. Land Use Alternatives						
Land Use Alternatives	\$4,300	\$0	\$1,600	\$1,680	\$960	\$8,540
Subtotal	\$4,300	\$0	\$1,600	\$1,680	\$960	\$8,540
Task 5. Team Integration						
5.1 Visioning Team Coordination	\$2,600	\$0	\$0	\$0	\$0	\$2,600
5.2 Transportation Modeling and Cost Estimating Coord	\$1,800	\$0	\$0	\$4,000	\$0	\$5,800
Subtotal	\$4,400	\$0	\$0	\$4,000	\$0	\$8,400
Task 6. SEPA Documents						
6.1 Scoping	\$2,460	\$0	\$0	\$0	\$0	\$2,460
6.2 Document Design and Outline	\$1,610	\$0	\$0	\$0	\$0	\$1,610
6.3 Preliminary Draft EIS	\$35,120	\$3,880	\$11,800	\$17,380	\$6,240	\$74,420
6.4 Draft EIS	\$14,560	\$1,480	\$2,700	\$4,840	\$3,120	\$26,700
6.5 Final EIS	\$20,420	\$1,480	\$4,900	\$6,520	\$3,240	\$36,560
Subtotal	\$74,170	\$6,840	\$19,400	\$28,740	\$12,600	\$141,750
Task 7. Implementation						
Implementation	\$4,840	\$0	\$0	\$1,340	\$0	\$6,180
Subtotal	\$4,840	\$0	\$0	\$1,340	\$0	\$6,180
Total Estimated Effort	\$136,241	\$6,840	\$38,700	\$47,460	\$32,940	\$262,181
Project Expenses at ~1% of Project Budget	\$1,400	\$70	\$398	\$488	\$339	\$2,695
Contingency						\$25,130
Total	\$137,642	\$6,910	\$39,098	\$47,948	\$33,279	\$290,006

Amendment 1: Climate Resilience **\$125,000**

Amendment 2: Supplemental Engagement **\$30,000**

Sub-Total with Approved Amendments **\$445,000**

Amendment 3: Supplemental Draft EIS **\$103,105**

Unallocated Contingency **\$16,200**

Net Need with Unallocated Contingency **\$86,905**

Total with Amendment 3 – NEW Not to Exceed Amount **\$531,905**