

# City of Redmond



## Agenda

### Special Meeting Notice and Agenda

**Monday, November 1, 2021**

**7:00 PM**

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

## City Council

*Mayor*

*Angela Birney*

*Councilmembers*

*Tanika Kumar Padhye, President*

*Jeralee Anderson, Vice-President*

*David Carson*

*Steve Fields*

*Jessica Forsythe*

*Varisha Khan*

*Vanessa Kritzer*

## **REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PLEASE NOTE: Masks are required for in person attendance at the meeting regardless of vaccination status.**

## **I. SPECIAL ORDERS OF THE DAY**

## **II. ITEMS FROM THE AUDIENCE**

*In person public comment: Please use the speaker sign up sheet provided at City Hall at the time of the meeting. Masks are required for in person attendance regardless of vaccination status.*

*Remote public comment: Please contact the Clerk's Office (cityclerk@redmond.gov) by 3 p.m. on the day of the meeting with written comment (500 word limit - please label your comment as "Items from the Audience") or by providing your name and phone number for comment over the phone.*

## **III. CONSENT AGENDA**

### **A. Consent Agenda**

1. Approval of the Minutes: October 19, 2021, Regular Business Meeting (Digital recordings of Regular City Council meetings are available for purchase by contacting the City Clerk's Office, and on-demand videos are available online.)

[Regular Meeting Minutes for October 19, 2021](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, October 25, 2021](#)

[Check Approval Register, November 1, 2021](#)

3. [AM No. 21-157](#) Approval of Fire Department Promotional Process Facilitator Contract with Jack Clancy Associates (JCA), in the Amount of \$119,000  
(Fire)

[Attachment A: Contract](#)

#### **Legislative History**

- |          |   |   |
|----------|---|---|
| 10/19/21 | Committee of the Whole -<br>Public Safety | referred to the City Council Special<br>Meeting |
|----------|---|---|
4. [AM No. 21-158](#) Approval of an Interlocal Agreement (ILA) Between City of Redmond and City of Issaquah for Mutual Aid Dispatch Services

(Police)

[Attachment A: Interlocal Agreement](#)

**Legislative History**

- |          |   |  |
|----------|---|--|
| 10/19/21 | Committee of the Whole -<br>Public Safety | referred to the City Council Special Meeting |
|----------|---|--|
5. [\*\*AM No. 21-159\*\*](#) Approval of the 2021 and 2022 Tourism Fund Allocation for Matching Grants  
*(Planning and Community Development)*

[Attachment A: 2021 Tourism Outline and FAQ](#)

[Attachment B: Grant Application Matrix](#)

[Attachment C: Slides](#)

[Attachment D: LTAC Meeting Minutes, September 24, 2021](#)

**Legislative History**

- |          |   |  |
|----------|---|--|
| 10/12/21 | Committee of the Whole -<br>Planning and Public Works | referred to the City Council                 |
| 10/19/21 | City Council  | referred to the City Council Special Meeting |
6. [\*\*AM No. 21-160\*\*](#) Approval of the 2021-22 Annual ORCA Contract Renewal  
*(Planning and Community Development)*

[Attachment A: Agreement](#)

**Legislative History**

- |          |   |                              |
|----------|---|------------------------------|
| 10/12/21 | Committee of the Whole -<br>Planning and Public Works | referred to the City Council |
|----------|---|------------------------------|
7. [\*\*AM No. 21-161\*\*](#) Approval of the Leary Way Bridge Easement Agreement Renewal  
*(Public Works)*

[Attachment A: Vicinity Map](#)

[Attachment B: Easement Agreement](#)

**Legislative History**

- |          |   |                              |
|----------|---|------------------------------|
| 10/12/21 | Committee of the Whole -<br>Planning and Public Works | referred to the City Council |
|----------|---|------------------------------|
8. [\*\*AM No. 21-162\*\*](#) Approval of a Resolution Setting December 7, 2021, as the Date for a Public Hearing on the Vacation of a Portion of the Public Right-of-Way at the NW Corner of

Redmond Way and 168th Ave. NE (Aria Flats Development)

a. Resolution No. 1549: A Resolution of the City Council of the City of Redmond, Washington, Setting December 7, 2021, as the Date for a Public Hearing on the Vacation of a Portion of the Road Right-of-Way at the Northwest Corner of the Intersection of Redmond Way and 168th Ave. NE (Aria Flats Development)

(Finance)

[Attachment A: Resolution and Petition](#)

**Legislative History**

10/26/21 Committee of the Whole - Finance, Administration, and Communications referred to the City Council Special Meeting

9. [AM No. 21-163](#) Approval of Ordinances for the 2022 COLA and Pay Plan Updates

a. Ordinance No. 3064: An Ordinance of the City of Redmond, Washington, Amending Pay Plans “R” and “R-S,” in Order to Set Salaries for Employees Covered by the RCHEA Bargaining Units, for the Year 2022; Providing for Severability and Establishing an Effective Date

b. Ordinance No. 3065: An Ordinance of the City of Redmond, Washington, Amending Pay Plans “N” and “N-S,” in Order to Set Salaries for the Non-Represented Employees for the Year 2022; Providing for Severability and Establishing an Effective Date

c. Ordinance No. 3066: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “G-S” in Order to Set Salaries for the General Supplemental Employees for the Year 2022; Providing for Severability and Establishing an Effective Date

d. Ordinance No. 3067: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “E” for the Year 2022; Providing for Severability and Establishing an

Effective Date  
 (Human Resources)

Agenda Memo

Attachment A: Proposed Salary Ordinance for RCHEA and RCHEA Supplemental Pay Plans

Exhibit 1: 2022 RCHEA Salary Structure, Pay Plan "R"

Exhibit 2: 2022 RCHEA Supplemental Salary Structure, Pay Plan "R-S"

Attachment B: Proposed Salary Ordinance for Non-Represented and Non-Represented Supplemental Pay Plans

Exhibit 1: 2022 Non-Represented Salary Structure, Pay Plan "N"

Exhibit 2: 2022 Non-Represented Supplemental Salary Structure, Pay Plan "N-S"

Attachment C: Proposed Salary Ordinance for General Supplemental Pay Plan

Exhibit 1: 2022 General Supplemental Salary Structure, Pay Plan "G-S"

Attachment D: Proposed Salary Ordinance for Executive Pay Plan

Exhibit 1: 2022 Executive Salary Structure, Pay Plan "E"

Attachment E: Additional Background Information for 2022 COLA and Pay Plan Adjustments

**Legislative History**

10/26/21	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council Special Meeting
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- 10. **AM No. 21-164** Approval of the Final Contract with McClure and Sons Inc. of Mill Creek, WA for the Base Bid Amount of \$347,091, Plus or Minus Change Orders and Bid Items Increases or Decreases, Resulting in a Final Contract Amount of \$304,355, and Accept Construction of Sodium Hypochlorite Improvements Project, Project No. 20022023  
 (Public Works)

Attachment A: Vicinity Map

- 11. [AM No. 21-165](#) Approve Supplemental Findings of Fact on the Interim Official Control Ordinance No. 3059 that Support Amendments to the Redmond Zoning Code to Align Homeless Shelter Regulations with State Adopted Definitions and to Implement the Preemption Adopted by Engrossed Second Substitute House Bill 1220  
*(Planning and Community Development)*

[Attachment A: Revised Supplemental Findings of Fact, Conclusions, and Transmittal Guidance to the Planning Commission](#)

**Legislative History**

10/5/21	City Council	presented
10/26/21	City Council	referred to the City Council Special Meeting

- 12. [AM No. 21-166](#) Adoption of an Ordinance Establishing the 2022 Property Tax Levy for General Operations

a. Ordinance No. 3068: An Ordinance of the City of Redmond, Washington, Levying Property Taxes for the City of Redmond for the Fiscal Year Commencing January 1, 2022, on All Property, Both Real and Personal, in Said City Which is Subject to Taxation for the Purpose of Paying Sufficient Revenue to Carry on General Operations, Recognize Voter Approved Levy Lid Lifts for Public Safety and Parks for the Ensuing Year as Required by Law  
*(Finance)*

[Attachment A: Ordinance](#)

**Legislative History**

10/26/21	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council Special Meeting
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**B. Items Removed from the Consent Agenda**

**IV. HEARINGS AND REPORTS**

**A. Public Hearings**

**B. Reports**

**1. Staff Reports**

- a. [AM No. 21-167](#) Temporary Construction Dewatering (TCD) Staff Report  
*(Public Works/Planning and Community Development)*

[Attachment A: Presentation](#)

**2. Ombudsperson Report**

*Khan*

**3. Committee Reports**

**V. UNFINISHED BUSINESS**

**VI. NEW BUSINESS**

- A. [AM No. 21-168](#) City of Redmond Operations Zero Carbon Strategy

- 1. Resolution No. 1550: A Resolution of the City Council of the City of Redmond, Washington, Adopting the City of Redmond Operations Zero Carbon Strategy  
*(Executive)*

[Attachment A: Resolution](#)

[Exhibit 1: City of Redmond Operations Zero Carbon Strategy](#)

[Attachment B: Presentation](#)

**Legislative History**

9/28/21 Committee of the Whole - Finance, Administration, and Communications referred to the City Council Study Session

10/12/21 City Council referred to the City Council Special Meeting

- B. [AM No. 21-169](#) Redmond Senior & Community Center Funding Plan and Ordinance

- 1. Ordinance No. 3069: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, 3042, 3045, 3046, 3047, 3048, 3049, 3050, and 3051 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1  
*(Finance/Parks and Recreation/Public Works)*



[Attachment A: Community and Stakeholder Outreach and Involvement](#)

[Attachment B: Council Review Previous Contacts](#)

[Attachment C: Presentation](#)

[Attachment D: Ordinance Option 1](#)

[Attachment E: Ordinance Option 2](#)

[Attachment F: Summary of 2021-2022 Budget](#)

[Adjustments Redmond Senior & Community Center](#)

**Legislative History**

10/26/21

City Council

referred to the City Council Special Meeting

**VII. EXECUTIVE SESSION**

**VIII. ADJOURNMENT**



**Memorandum**

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**Date:** 11/1/2021

**Meeting of:** City Council Special Meeting

**File No.** SPC 21-099

**Type:** Minutes

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Approval of the Minutes: October 19, 2021, Regular Business Meeting (Digital recordings of Regular City Council meetings are available for purchase by contacting the City Clerk's Office, and on-demand videos are available online.)

**CALL TO ORDER AND ESTABLISHMENT OF QUORUM**

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

**SPECIAL ORDERS OF THE DAY**

A. PRESENTATION: Puget Sound Energy's Preparation and Response During Storm Season

Mayor Birney introduced Renee Zimmerman and David Hoffman, representing Puget Sound Energy, who provided a presentation to the Council and responded to Councilmember inquiries.

**ITEMS FROM THE AUDIENCE**

Mayor Birney opened Items from the Audience at this time.

The following persons commented regarding Health Through Housing: George Bullock; Beatrice Smith; Dennis Ellis; Ying P.; Bob Yoder; Nicholas Strathy; Dave R.; Kan Qui; Patricia Navarez; Young Kim; Mike Kimura; Ying H.; Cindy Charlebois; and Marlene Taylor-Hutchens.

The following persons commented regarding Cricket resources and facilities in Redmond: Jagan Nemani; Andres Gous; Damodhar Bhet; Vandana Thomas; and additional commentators spoke in support.

The following person commented regarding the reducing transportation carbon footprint: David Morton.

There being no one else requesting to provide comment, Mayor Birney closed Items from the Audience at this time.

**CONSENT AGENDA**

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

1. Approval of the Minutes<sup>1</sup>: October 5, 2021, Regular Business Meeting.

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<sup>1</sup> This item was removed from the consent agenda and discussed separately

2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#186858 through #186876  
#119994 through #120690  
#1365 through #1369

\$3,613,796.10

CLAIMS CHECKS:

#435452 through #435751

\$7,128,753.56

3. AM No. 21-153: Adoption of an Ordinance for Approval of the Final Plat of Rose Hill West
  - a. Ordinance No. 3063: An Ordinance of the City of Redmond, Washington, Approving the Final Plat of Rose Hill West Pursuant to RCW 58.17.170 and RZC 21.74.030, and Establishing an Effective Date
4. AM No. 21-154: Affordable Housing and 2022 ARCH (A Regional Coalition for Housing) Work Program and Budget
5. AM No. 21-155: CIP Project Approval - Electrical Service Upgrades and Electric Vehicle Charging Infrastructure

VOTE: The motion passed (7 - 0).

**ITEMS REMOVED FROM THE CONSENT AGENDA**

1. MINUTES: Approval of the Minutes: October 5, 2021, Regular Business Meeting.

MOTION: Councilmember Carson moved to approve the Minutes. The motion was seconded by Councilmember Padhye.

Following Councilmember discussion,

VOTE: The motion passed (7 - 0).

Mayor Birney read the title of Ordinance No. 3063 into the record.

## **HEARINGS AND REPORTS**

### STAFF REPORT

A. AM No. 21-156: Review of the 2021 and 2022 Tourism Fund Allocation for Matching Grants.

Carol Helland, Director of Planning and Community Development, introduced this item, and Sarah Pyle, Planning Manager, provided a presentation and responded to Councilmember inquiries.

### OMBUDSPERSON REPORT

Councilmember Kritzer reported receiving resident contacts regarding: Health Through Housing initiative; amending Ordinance No. 3059; facility operations; lime scooters blocking right of way; Afghan refugees; ARCH staff funding and support; Library security guard incident; firefighter vaccine mandate; and electric vehicle infrastructure.

Councilmember Khan reported receiving resident contacts regarding: Health Through Housing program; vaccinations for first responders and City staff; recycling program; streeteries; in support of declaring January Chinese-American History Month; customer service concern; and lime scooters.

Councilmember Fields reported receiving a resident contact regarding Health Through Housing survey concerns, and a question about the Firefighter vaccination mandate.

### COMMITTEE REPORTS

Councilmember Forsythe provided the following committee report:

- Eastrail Meeting.

October 19, 2021

Councilmember Padhye provided the following committee report:

- Diversity, Equity, and Inclusion Sound Cities Association Committee.

FOR THE GOOD OF THE ORDER

The next Business Meeting is scheduled as a Special Meeting on November 1, 2021, and there is a Community Conversation scheduled on November 8, 2021 at 6:00pm.

Reminder that ballots should have arrived in the mail, and that the ballot drop box is open.

**ADJOURNMENT**

The regular meeting adjourned at 9:58 p.m.

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

\_\_\_\_\_  
CITY CLERK

*Minutes Approved: November 1, 2021*



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 11/1/2021

**Meeting of:** City Council Special Meeting

**File No.** SPC 21-100

**Type:** Check Register

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Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond  
Payroll Check Approval Register  
Pay period: 10/1 - 10/15/2021  
Check Date: 10/25/2021

Check Total:	\$ 44,336.46
Direct Deposit Total:	\$ 2,172,482.14
Wires & Electronic Funds Transfers:	\$ 1,308,940.42
Grand Total:	<u>\$ 3,525,759.02</u>

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

All Checks numbered **186877** through **186895** ,  
Direct deposits number **120691** through **121375** , and  
Electronic Fund transfers **1370** through **1374**  
are approved for payment in the amount of **\$3,525,759.02**  
on this **2 day of November 2021**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 10/1 - 10/15/2021  
Check Date: 10/25/2021

Total Checks and Direct deposit:	\$ 3,168,428.59
Wire Wilmington Trust RICS (MEBT):	\$ 357,330.43
Grand Total:	<u>\$ 3,525,759.02</u>

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

DocuSigned by:  
*Catheryn Laird*  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

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I, the Finance Director, do hereby certify to the City Council, that the checks for the months of October 2021 are true and correct to the best of my knowledge.

*Chip Corder*

\_\_\_\_\_  
Chip Corder, Finance Director  
City of Redmond  
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 435752 through 435995, and Wire Transfers are approved for payment in the amount of \$5,320,373.47 This 1st day of November 2021.

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



Memorandum

**Date:** 11/1/2021  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 21-157  
**Type:** Consent Item

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

Fire	Adrian Sheppard	425-556-2201
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**DEPARTMENT STAFF:**

Fire	Caleb Freeman	Provisional Battalion Chief
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**TITLE:**

Approval of Fire Department Promotional Process Facilitator Contract with Jack Clancy Associates (JCA), in the Amount of \$119,000

**OVERVIEW STATEMENT:**

In compliance with the City of Redmond Civil Service rules, Jack Clancy Associates (JCA) will conduct competitive examinations for promotion to multiple mid-level leadership positions within the fire department. JCA provides an objective, external evaluation based upon industry standards provided by an assessor cadre with decades of fire service experience. Since 2015, JCA has successfully provided Redmond Fire with 18 separate promotional exams, ensuring an equitable process with successful results.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
City of Redmond Civil Service Rules
- **Required:**  
RMC 2.12; RCW 41.08
- **Council Request:**  
N/A
- **Other Key Facts:**  
The Redmond Fire Department is not conducting a Request for Proposal (RFP) process for this current contract due to exceptional circumstances related to the ongoing pandemic and staffing limitations. During this proposed contract period, the Fire Department will conduct an RFP process for future promotional testing

needs.

The RFD Training Division previously conducted an RFP process to secure our current service provider. The Training Division regularly discusses promotional testing processes with other fire service providers in our region. The other primary provider of services in the region is retiring prior to our next promotional testing process. All of our current promotional lists will be exhausted by October 16, 2021. We anticipate a significant number of retirements and vacancies in the near term.

**OUTCOMES:**

City of Redmond Civil Service Rules require objective measurement of candidate skills in promotional examination processes. JCA provides an objective, external evaluation based upon industry standards provided by an assessor cadre with decades of fire service experience. The result of a consistent promotional evaluation process has been increased employee participation and satisfaction. Workforce confidence in a fair process has resulted in a significant reduction of challenges and appeals of the testing process to the Civil Service Commission. Use of this external testing process has reduced the cost of examinations versus internal testing processes.

**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:**  
\$119,000

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

**Budget Offer Number:**  
000227

**Budget Priority:**  
Safe and Resilient

**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)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
10/19/2021	Committee of the Whole - Public Safety	Approve

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Our present promotional lists for Fire Lieutenant, Captain, Battalion Chief, Medical Services Officer and Driver Engineer have all been exhausted. Additional vacancies will occur prior to year-end 2021. The earliest availability of JCA to conduct examinations is the end of January 2022. JCA will need adequate time to meet our anticipated testing timeline.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, the Department would be left with one of the following options:

1) Conduct a full RFP process. The current estimated timeline to complete the RFP process and secure a vendor is May 2022. As a result, promotional testing would not occur until quarter three of 2022 and personnel promotions would be delayed until late November-early December 2022 following the Civil Service process.

2) Revert to developing internal examinations, which are much more costly and time consuming to administer than this contract. History has shown that internal processes result in a significant number of employee challenges and appeals of the examination process.

**ATTACHMENTS:**

Attachment A - Jack Clancy Associates Contract 2022-2023

# PROJECT PROPOSAL

## Redmond Fire Department

### Design & Development of Promotional Exams for Battalion Chief, Captain, Lieutenant, Medical Services Officer, and Driver Engineer

Prepared by:  
Jack Clancy Associates

1104 Corporate Way  
Sacramento, CA 95831  
Phone: 888.438.5221  
Fax: 916.960.1140

[info@JackClancyAssociates.com](mailto:info@JackClancyAssociates.com)  
[www.JackClancyAssociates.com](http://www.JackClancyAssociates.com)

Matthew L. Gruver  
Principal  
Phone: 916.612.6797  
[MGruver@JackClancyAssociates.com](mailto:MGruver@JackClancyAssociates.com)

September 30, 2021



# ***INTRODUCTION***

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September 30, 2021

Adrian Sheppard  
Fire Chief  
Redmond Fire Department  
8450 161<sup>st</sup> Avenue NE  
Redmond, WA 98052

Re: 2022 - 2023 RFD Promotional Examinations

Chief Sheppard,

Jack Clancy Associates is pleased to present to the Redmond Fire Department the following cost proposal outlining our approach to assisting the RFD with its 2022 and 2023 promotional examinations for Battalion Chief, Captain, Lieutenant, Medical Services Officer, and Driver Engineer.

Our methodology for the proposed project is designed to comply with all prevailing technical and professional guidelines including the *Standards for Educational and Psychological Testing*, the *Uniform Guidelines on Employee Selection Procedures*, and the *Principles for the Validation and Use of Personnel Selection Procedures* of the Society for Industrial and Organizational Psychology.

We hope this information meets with your approval and we look forward to working with you all again soon. If you have any questions regarding the content of this cost proposal or need any additional information, please feel free to contact me directly by telephone at 916-612-6797, or via e-mail at [MGruver@JackClancyAssociates.com](mailto:MGruver@JackClancyAssociates.com).

Respectfully,

*Matt Gruver*

Matt Gruver  
Principal

# ***PROJECT METHODOLOGY***

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## **I. Administrative Set-up & Job Analysis Review:**

The first activity of each JCA examination development process is the job analysis. We have extensive experience designing and administering job analyses and are experts at identifying and collecting the information necessary to validate fire service promotional examinations. Our job analysis methodology on this project will involve working directly with the RFD Administration and designated subject matter experts (SMEs) to review the critical job functions associated with each position; the overall criticality of the knowledge, abilities, skills, and other characteristics (KASOs) required to perform those identified job functions; and a determination of where and when the KASOs are acquired and how important they are to job success. We will then analyze the identified critical KASOs in order to develop the criteria to be evaluated in each exam process (and each individual exam component).

## **II. Examination Process Design, Development & Administration:**

### **Written Examination Development and Administration**

For those KASOs most amenable to written testing, JCA project staff will work closely with the SME group to develop a customized job-knowledge examination having specific relevance to the organization. Each test item will be developed by JCA's staff of highly trained item writers and carefully reviewed for relevancy and appropriateness by the SMEs before finalization. JCA will provide all materials for the administration of each written examination, including proctor's instructions, exam booklets, and answer sheets in order to maintain the security and integrity of the testing process. Once a written examination is administered, JCA will score the test and evaluate test performance, and address any issues surrounding the individual test items with the SME group, before finalizing the scores.

### **Assessment Exercise Design and Development**

Based on the job analysis information, and a review of past testing practices at each rank, JCA will identify and document the dimensions to be measured in each assessment process and discuss with the SMEs possible approaches to measure each of the critical characteristics in a manner that best represents their role within the organizations. Based on our previous experience with the RFD, we recommend that each assessment process be comprised of three - four exercise components. Throughout the development process, JCA will once again work closely with the SMEs to design and develop the content and structure of the individual exercises at each rank. Once developed, the SMEs will undertake a final review of the exercises to ensure the appropriateness of the dimensions and the relevance of each to the specific needs of the individual organizations and the communities that they serve.

### **Assessor Recruitment and Training.**

The team recruited to evaluate each candidate group will include experienced fire personnel at or above the target rank. While experience is the prime criterion, attention will also be given to balancing the group of assessors by ethnicity and gender. Although the actual number of assessors will be determined by the final exercises to be used, we anticipate the need for six to eight external assessors for each process.

As with previous RFD examination processes, JCA will provide each assessor with training on the exercises to be used. This training will be provided immediately prior to the administration of each specific assessment process and ensure that the team is expertly trained in how to observe, record, classify and evaluate candidate behavior. Lastly, just prior to the administration of each assessment process JCA will provide the candidates with written orientation material that emphasizes the job performance dimensions, expected candidate behavior, and the types of exercises to be included as part of the upcoming assessment process.

#### **Assessment Process Administration.**

Throughout the project, JCA will work closely with the RFD to ensure that each assessment process conforms to City administrative requirements and guidelines. In addition, JCA will provide all training and exercise materials, and facilitate the administration of each assessment process to ensure uniform and comparable ratings among assessors and again ensure the overall integrity of the examination processes.

#### **Reporting of Results.**

At the conclusion of each examination process, JCA will combine the test scores as needed and supply the RFD with a ranked list of final scores; assist in responding to any questions or inquiries regarding the exam process and the methods used to evaluate the target candidate group; and provide each candidate with an individual feedback report which provides general guidance for skill improvement and enhancement and highlights his or her performance in the assessment process relative to the candidate group as a whole.

### **III. Project Costs:**

As an active supporter of the U.S. fire service, we are very aware of the financial pressures facing public agencies and will cooperate with the City to ensure that this project is conducted in the most efficient and cost effective manner possible. Cost estimates for each year are outlined in the following tables and will continue to be based upon the following assumptions:

- The RFD will provide the time of Subject Matter Experts (SMEs) to assist JCA during the exam development phase of the project. The RFD will also provide a site for the administration of project activities and directly reimburse the assessors for any expenses incurred and not previously reimbursed through JCA.
- JCA will provide all materials as identified in this proposal and assist in responding to any protests with regard to the components of the 2022 promotional examinations. Furthermore, we will provide eight hours of consulting time without charge in defense of the exam processes if they are legally challenged and/or litigated. Additional consulting services would be invoiced at the rate of \$250.00 per hour, plus expenses.



**Table 1: Fee Table  
Promotional Examination Services  
(2022)**

Exam	Total Component Cost
Driver Engineer (Written Exam only)	\$ 4,000.00
Fire Lieutenant (Written Exam & Assessment)	\$ 13,500.00
Fire Captain (Written Exam & Assessment)	\$ 13,500.00
Medical Services Officer (Written Exam & Assessment)	\$ 9,500.00
Battalion Chief (Assessment only)	\$ 8,000.00
Assessor Expenses	\$ 11,000.00

**Total Cost**

**\$ 59,500.00**

**Table 2: Fee Table  
Promotional Examination Services  
(2023)**

Exam	Total Component Cost
Driver Engineer (Written Exam only)	\$ 4,000.00
Fire Lieutenant (Written Exam & Assessment)	\$ 13,500.00
Fire Captain (Written Exam & Assessment)	\$ 13,500.00
Medical Services Officer (Written Exam & Assessment)	\$ 9,500.00
Battalion Chief (Assessment only)	\$ 8,000.00
Assessor Expenses	\$ 11,000.00

**Total Cost**

**\$ 59,500.00**

Note: Assessor expenses will vary based on time of year due to fluctuations in local transportation and lodging costs. For budgetary purposes we generally estimate \$2500 per day of testing.

#### **IV. Organizational Background:**

Jack Clancy Associates is the premier provider of assessment center programs to the public sector. Our knowledge, expertise and customer service is unparalleled as we have been the industry leader in helping to build successful organizations since 1980. Headquartered in Sacramento, California, with a satellite office in Denver, Colorado our services include the design and development of assessment centers and performance examinations for recruitment, selection and promotion, and we specialize in the assessment and evaluation of public safety command personnel. We are thoroughly familiar with professional and regulatory standards in the testing area, and our associates possess significant knowledge and experience in fair employment, the *Uniform Guidelines on Employee Selection Procedures*, and the *Guidelines and Ethical Considerations for Assessment Center Operations*. For the protection of itself and its clients, JCA carries insurance in the following amounts: General Liability - \$2,000,000/\$4,000,000 and Professional Liability - \$1,000,000/\$3,000,000.

#### **Experience of Key Personnel**

##### **Matt Gruver Principal**

Matt Gruver specializes in the development and administration of public sector selection and leadership development programs. Over the past 28 years, Mr. Gruver has designed and developed performance tests and assessment centers for the full range of supervisory and management positions within the fire service. He was heavily involved in the U.S. Transportation Security Administration's (TSA) efforts to federalize and staff the nation's airports following the tragic events of 9/11. He is considered an expert in the field of public safety assessment and selection, and was the primary architect of the TSA's assessment interviews for Law Enforcement and Supervisory Law Enforcement Officer. Mr. Gruver is a frequent presenter on issues related to selection and assessment and is active in numerous professional organizations focused on the evaluation of public safety command personnel. He holds a M.A. degree in I/O Psychology from California State University, Sacramento.

##### **David Yamahata Senior Associate**

Before joining Jack Clancy Associates, Deputy Chief Yamahata spent 36 ½ years in the California fire service. He began his career in the early 1970's as a firefighter with the Los Angeles City Fire Department and promoted up through the ranks, retiring in 2013 as LA City Fire's Chief Deputy of Emergency Operations and second in command. Over his long and decorated career Deputy Chief Yamahata held numerous assignments in both fire operations and administration, and trained many of the personnel who currently serve in the LAFD today.

Since his retirement, he has spent a considerable amount of time working with Mr. Gruver and Mr. Clancy to refine JCA's approach to evaluating fire tactics and strategy in line with the constantly evolving nature of the fire service.

**Edward Gonzales**  
**Senior Associate**

Before joining Jack Clancy Associates, Assistant Chief Gonzales spent 29 years in the California fire service. He began his career as a firefighter in the early 1990s and promoted up through the ranks with Contra Costa County Fire, retiring in 2018 as the district's Operations Chief. Over his long and decorated career, Assistant Chief Gonzales held numerous assignments throughout ConFire and trained many of the command personnel who currently lead the organization today. Since his retirement from active service, he too has spent a considerable amount of time working with Mr. Gruver to refine JCA's approach to evaluating fire tactics and strategy in line with the constantly evolving nature of the fire service.

**EXHIBIT \_\_\_\_\_**  
**INSURANCE ADDENDUM**

THIS ADDENDUM modifies the provisions of the (check one): \_\_\_ General Services Agreement, \_\_\_ Non-Public Work Consultant Agreement, \_\_\_ Instructional Services Agreement, \_\_\_ Social/Community Services Agreement, \_\_\_ Short Term Facility Agreement, \_\_\_ Fixed Asset Loan Agreement, \_\_\_ Three Party Consultant Agreement (hereinafter "the Agreement") or \_\_\_ Public Work Consultant Agreement entered into between the parties on \_\_\_\_\_, \_\_\_\_.

THE UNDERSIGNED PARTIES agree to modify paragraph 8 (if a General Services Agreement), 9 (if Non-Public Work Consultant Agreement), 7 (if Instructional Services Agreement), 6 (if Social/Community Services Agreement), 9 (if Short Term Facility Agreement), 5 (if Fixed Asset Loan Agreement), 10 (if a Three Party Consultant Agreement) or 8 (if Public Work Consultant Agreement) as follows (check all applicable items):

- \_\_\_ The general public liability and property damage insurance limit is increased/reduced to \$ \_\_\_\_\_ (insert amount).
- \_\_\_ The professional liability insurance amount is increased/reduced to \$ \_\_\_\_\_ (insert amount). This item relates to Consultant and Three Party Consultant Agreements only.
- \_\_\_ The professional liability insurance requirement is eliminated. This item relates to Consultant and Three Party Consultant Agreements only.
- \_\_\_ The insurance provisions are otherwise modified as follows:  
\_\_\_\_\_  
\_\_\_\_\_

Except as expressly modified above, all insurance-related terms and conditions of the Agreement will remain unchanged and in full force and effect. The City has made no recommendation to the contractor/consultant as to the insurance necessary to protect the contractor/consultant's interests and any decision by the contractor/consultant to carry or not carry insurance amounts or coverage in excess of the above is solely that of the contractor/ consultant.

DATED \_\_\_\_\_, \_\_\_\_.

CITY OF REDMOND

CONTRACTOR/CONSULTANT

\_\_\_\_\_  
MAYOR ANGELA BIRNEY

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

APPLICANT (IF THREE PARTY  
CONSULTANT AGREEMENT

\_\_\_\_\_  
CITY CLERK, CITY OF REDMOND

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
RISK MANAGER, CITY OF REDMOND



Memorandum

Date: 11/1/2021  
Meeting of: City Council Special Meeting

File No. AM No. 21-158  
Type: Consent Item

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

Police	Chief Darrell Lowe	425-556-2521
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DEPARTMENT STAFF:

Police	Sheryl Mullen	Police Support Services Manager
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TITLE:

Approval of an Interlocal Agreement (ILA) Between City of Redmond and City of Issaquah for Mutual Aid Dispatch Services

OVERVIEW STATEMENT:

The purpose of this Agreement is to outline the costs and responsibilities for Redmond to provide mutual aid to Issaquah. Redmond Police Communications will assist Issaquah Police Communications by sharing responsibility for answering emergency calls for Redmond and Issaquah (and Issaquah’s partner cities) as provided in this Agreement. Issaquah staff will work from the Redmond 911 Call Center to cover Issaquah’s police radio channel for dispatch and Redmond will provide backup, relief, and other law enforcement communications services as needed. ILA has been reviewed by legal for Redmond and Issaquah.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
King County ILA with City of Redmond for PSAP Operations  
King County ILA with City of Issaquah for PSAP Operations
- **Required:**  
RCW 39.34.010 and 39.34.080
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Redmond and Issaquah will have a signed agreement outlining the responsibilities and cost associated with mutual aid.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

The total cost of \$51,091 includes start-up costs of \$41,091 for the agreement and ongoing costs of \$10,000 (\$2,000 per month for September 2021-January 2022); in addition, any overtime costs incurred by Redmond staff to cover Issaquah operations will be paid by Issaquah.

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

**Budget Offer Number:**  
N/A

**Budget Priority:**  
Safe and Resilient

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

**If yes, explain:**

Should additional costs be required to improve access to information for Issaquah, Snoqualmie, and North Bend field personnel to view incidents in real time, those costs will be reimbursed or paid directly by Issaquah.

**Funding source(s):**  
General Fund

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

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
10/19/2021	Committee of the Whole - Public Safety	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Mutual Aid began on September 1, 2021 and is scheduled to end January 31, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

Without a signed agreement Issaquah does not have the avenue to reimburse Redmond for the costs outlined.

**ATTACHMENTS:**

Attachment A: ILA between Redmond and Issaquah for Mutual Aid Police Communications

Interlocal Agreement

Between

City of Redmond

And

City of Issaquah

Mutual Aid Dispatch Services

This is an Agreement between the City of Redmond, a municipal corporation, hereinafter referred to as "Redmond", and the City of Issaquah, a municipal corporation, hereinafter referred to as "Issaquah"

RECITALS

- A. Issaquah is located within King County, and Issaquah has the authority and responsibility to provide police protection for the citizens of Issaquah. Issaquah provides public safety communications services to the city of Snoqualmie and North Bend. Redmond has established and maintains a Police Department which routinely provides law enforcement services to the citizens of the City of Redmond and City of Duvall, including without limitation communication functions inherent in the provision of law enforcement, hereinafter "communications law enforcement service".
- B. Issaquah Police Communications is experiencing a significant staffing shortage resulting in their inability to maintain normal operations. Redmond can assist with incoming call activity and incident dispatch when required, within the corporate limits of Issaquah and the cities of Snoqualmie and North Bend. Issaquah is desirous of obtaining communication law enforcement service from Redmond to assist in fulfilling its obligation to the communities of Issaquah, Snoqualmie, and North Bend pursuant to RCW 39.34.010 and 39.34.080.
- C. The purpose of this Agreement is to have Redmond assist Issaquah by sharing responsibility for answering emergency calls for Redmond and Issaquah (and Issaquah's partner cities) as provided in this Agreement. Issaquah staff will work from the Redmond 911 Call Center to cover Issaquah's police radio channel for dispatch and Redmond will provide backup, relief, and other law enforcement communications services as needed.

In consideration for the promises set forth herein the parties agree as follows:

- 1. Issaquah's RESPONSIBILITIES
  - 1.1 Provide staff schedules to Redmond in a timely manner and work cooperatively to ensure optimal coverage for both agencies.
  - 1.2 Provide personnel resources to staff 1 radio console 24 hours a day, 7 days a week throughout the term of this agreement.
  - 1.3 Provide personnel resources for a supervisor to manage Issaquah personnel.



- 1.4 Provide additional staffing to supplement Redmond call taking positions for the purposes of answering incoming emergency calls.
- 1.5 Pay for any overtime incurred by Redmond for the purposes of staffing positions directly related to Issaquah police dispatch or call receiving at a rate of 1.5 times the employee's hourly rate of pay (see 1.18 below).
- 1.6 Provide technology support and assistance for Spillman flex, scheduling software, 911 and other phone systems.
- 1.7 Provide 24/7 phone contact information for Issaquah supervisor, manager, patrol commander or designee.
- 1.8 Provide, maintain, and pay for such data transfer circuit(s) and equipment required to support connection and interface with the Redmond Police Computer Aided Dispatch (CAD) and Records Management System (RMS).
- 1.9 Provide, install, operate, maintain, and pay for Mobile Data Computer (MDC) systems for connection and interface with the Redmond MDC/CAD network server. MDC units with access to CAD may be added by Issaquah upon agreement between the two parties, with Issaquah bearing all costs associated with the increased number of units.
- 1.10 Pay for any costs associated with contracting with mobile data service providers to permit wireless data transfers from Issaquah MDC equipment to the Redmond MDC/CAD network server.
- 1.11 Provide, operate, and maintain its own radio equipment compatible with the King County Public Safety radio network and operate on talk group(s) designated by Redmond.
- 1.12 Pay for any costs associated with its contract relationship to the Washington Crime Information Center (WACIC) and the ACCESS information system managed by the Washington State Patrol.
- 1.13 Have responsibility for all associated costs for equipment and software including any components, as defined by Redmond, required to access Redmond CAD data from a secure location within the Issaquah Police Department.
- 1.14 Issaquah personnel will log into the CAD system using their own unique username and password and will conform to the password policies of the City of Redmond.
- 1.15 Notify Redmond promptly of any changes in status of Issaquah personnel.
- 1.16 Ensure that technical staff who work for or contract with the City of Issaquah meet CJIS security standards and work in close cooperation and in concert with Redmond CAD administrators.
- 1.17 For a five month period, September 1, 2021 through January 31, 2022 pay Redmond:
 

\$34,018	Start Up Costs, due within thirty days of execution of this Agreement.
\$10,000	\$2,000 per month for 5 months for call taking function, due on the first day of each month for the duration of this Agreement.

- 1.18 During the period of this agreement, Issaquah will pay for any overtime incurred by Redmond personnel to staff the dispatch position. Once a schedule has been completed by both agencies, Redmond can provide an overtime cost estimate to Issaquah monthly.
1. Should Issaquah hire a new employee for communications, an additional fee of up to \$1,058 will be charged to cover the training wages paid to Redmond personnel (assuming 12 weeks of training). Issaquah will perform those tasks described as Issaquah responsibilities in the General Operating Procedures set forth on Exhibit A attached to this Agreement.

## 2. REDMOND'S RESPONSIBILITIES

- 2.1 Provide communications law enforcement service with the geographical boundaries of Issaquah and its contract cities, rendering such service of the same level, degree, and type as customarily provided in the City of Redmond as more definitively stated in Exhibit A, General Operating Procedures, Redmond Police Department Policy and the Redmond Police Department Standardized Radio Operating Procedures, attached and incorporated by the reference, including, without limitation:
- a. Assist with the answering of telephone calls for the Issaquah police service in the Redmond Police Department Communications/911 center.
  - b. Provide scheduled break relief at the Issaquah Dispatch console when needed not to include sick leave, vacation, staffing reductions etc.
  - c. Provide initial start-up work to facilitate Issaquah's communications personnel working from Redmond including staff time associated with Redmond CAD configurations to support Issaquah and technical staff time required to create and maintain a CAD to CAD data transfer.
  - d. Create a CAD to CAD data transfer and provide ongoing support and planning for both agencies
  - e. Assist with technology related modifications during this agreement to enhance end user experience (excluding any direct costs associated with modifications)
  - f. Provide general ACCESS, NCIC, and WACIC data and warrant services for Issaquah. These services will be provided in compliance with applicable ACCESS, NCIC, and WACIC policy guidance.
  - g. Redmond will, as needed, enter records into WACIC/NCIC on behalf of Issaquah. Issaquah specific records will be entered under the respective Originating Agency Identifiers (ORIs).
  - h. Provide technical specifications and recommendations for the purchase and installation of MDC equipment and necessary software to permit connection with the Redmond CAD/MDC network.
  - i. Maintain equipment and database(s) associated with CAD.
  - j. Maintain the CAD server and Issaquah specific data tables.
  - k. Redmond will collect Issaquah specific CAD data (CFS, case numbers, radio logs, officer and call status, and traffic stops) for export into the Issaquah CAD system.

- I. Redmond will perform those tasks described as Redmond responsibilities in the General Operational Procedures set forth on Exhibit A to this Agreement.

### 3. TERM

- 3.1 This agreement is intended to run from September 1, 2021 through January 31, 2022 unless sooner terminated at the discretion of either entity. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

### 4. RELATIONSHIP OF PARTIES

- 4.1 Both parties understand and agree that Redmond and Issaquah are acting hereunder as independent contractors, with the intended following results:
  - a. All Redmond Communications staff rendering service hereunder shall be for all purposes employees of the City of Redmond, although they may from time to time act for the benefit of Issaquah.
  - b. Control of Redmond Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Redmond.
  - c. All Issaquah Communications staff shall be for all purposes employees of the City of Issaquah, notwithstanding the fact that they may be working within Redmond or at Redmond facilities.
  - d. Control of Issaquah Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be the responsibility of Issaquah.
  - e. All liabilities for Redmond staff salaries, wages, other compensations benefits, injury, sickness, or retirement system contributions for Communications staff, and other partial and fully commissioned staff rendering services for this contract shall be provided by Redmond with the exception of any overtime costs incurred by Redmond directly associated with Issaquah business which shall be paid by Issaquah.
  - f. All liabilities for Issaquah staff salaries, wages, other compensations benefits, injury, sickness, or retirement system contributions for Communications staff, and other partial and fully commissioned staff rendering services for this contract shall be provided by Issaquah.

### 5. INDEMNITY

- 5.1 Redmond will protect, defend, indemnify, and save harmless Issaquah, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Redmond, its officers, employees, or agents. Redmond agrees that the obligation to indemnify, defend, and hold harmless Issaquah and its agents and employees under this provision extends to any claim, demand, or cause of action brought by or on behalf of

any employee of Redmond against Issaquah, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.

5.2 Issaquah will protect, defend, indemnify, and save harmless Redmond, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Issaquah, its officers, employees, or agents. Issaquah agrees that its obligations under this provision extend to any claim, demand, or cause of action brought by or on behalf of any employees of Issaquah against Redmond, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.

5.3 The provisions of this Section 5 shall survive the expiration or termination of this action for any liability arising out of any act or omission that occurred while this Agreement was in effect.

## 6. DISCRIMINATION

6.1 Redmond and Issaquah hereby certify that they are equal opportunity employers and have developed and implemented Affirmative Action Programs in accordance with the guidelines contained in Revised Order 4 of the United States Department of Labor. Both parties agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, marital status, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, physical or mental disability or the use of a trained guide dog or service animal by a person with a disability. Both parties agree that they will take affirmative action to ensure that all employment actions are without regard to race, creed, color, religion, sex, national origin, marital status, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, physical or mental disability or the use of a guide dog or service animal by a person with a disability.

## 7. NOTICES

7.1 All notices to the parties under terms of this Agreement, unless otherwise specified herein, or as may be amended, shall be in writing, addressed as follows:

Issaquah:

City of Issaquah

Police Department

Chief Scott Behrbaum

P.O. Box 1300

Issaquah, WA 98019

REDMOND:

City of Redmond

Police Department

Chief Darrell Lowe

P.O. Box 98073-9710

Redmond, WA 98073-9710

## 8. ENTIRE AGREEMENT/MODIFICATION

8.1 This Agreement is intended to express the entire agreement of the parties and may not be altered or modified in any way unless such modification is reduced to writing, signed by both parties, and affixed to this original agreement.

- 9 NO SEPARATE LEGAL ENTITY – ADMINISTRATION. No separate legal entity is created by this Agreement. This Agreement shall be jointly administered by the Police Chief of the City of Redmond and the Police Chief of the City of Issaquah.
- 10 NO JOINT PROPERTY. The parties do not intend to acquire any joint property as part of this Agreement. Upon expiration or termination of this Agreement, all property owned by each party individually shall remain owned by that party.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF ISSAQUAH

CITY OF REDMOND

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

## Exhibit A

GENERAL OPERATIONAL PROCEDURES for the delivery of law enforcement communications services by the City of Redmond to the City of Issaquah.

### INTRODUCTION:

The Redmond Police Communications/911 Center is a progressive customer service-oriented organization designed to perform a myriad of communication and information functions rapidly and accurately. The volume, complexity, immediacy, and accuracy of the work performed requires standard operating procedures that are often specifically defined and uniform. In establishing procedures to assist with Communications services for Issaquah, a general rule has been followed:

Standard practices and procedures with Issaquah may not vary from existing Redmond Communications procedures unless significant reasons dictate a variance.

These general rules should be applied to issues in dispute.

However, Redmond does recognize that assisting with high quality services to Issaquah may necessitate some accommodation by Redmond in service delivery to satisfy service needs that are unique to Issaquah policing and emergency communications.

### A. RADIO USE, CALL RECEIVING AND DISPATCHING

#### Issaquah

The Redmond Police Communications/911 Center will share call answering of Issaquah Police telephone calls for police services in conjunction with the Redmond Police telephone calls for police services. The Issaquah Police calls will receive the same screening and processing by all call receivers including entry in the Computer Aided Dispatch (CAD) system when appropriate.

The processed calls will be classified by incident nature and prioritized equally with Redmond calls according to emergency and non-emergency call criteria described in the Redmond Police Department Policy Manual (801.4.1 and 801.4.2).

Upon the conclusion of any incident entered in CAD, Issaquah Police officers will provide the Communications Center an appropriate clearing and disposition code as identified by Issaquah Police Department.

The Redmond Communications/911 Center will perform audio log data searches and create recordings from the logging data recorders upon written request from the Issaquah Police Department.

The Redmond Communications/911 Center reserves the right to refuse to perform audio searches/duplication services that may require extensive labor or are not warranted in the opinion of the Redmond Police Communications Supervisor.

## B. DATA AND WARRANT SERVICES

General: Issaquah Police Department maintains a signed agreement with the Washington Criminal Information Center (WACIC) to abide by the laws and regulations governing WACIC users.

Redmond will provide all WACIC services currently possessed by Redmond to Issaquah Police Department consistent with the Redmond Communications/911 Center internal practices and policies governing the use of its facilities.

### Issaquah

Teletypes directed to Issaquah Police Department and teletypes directed to all police departments will be transmitted to Issaquah Police Department via radio, telephone, fax, or CAD.

#### 1. Arrest Warrants:

Redmond will assist with the entry of original arrest warrants from district or municipal courts with which Issaquah contracts for court services into WACIC. Redmond has rigid procedures regarding the processing and computer entry of arrest warrants to minimize inappropriate arrests. Both parties will abide by the following procedures regarding computer-entry and service of district court warrants.

- a. Issaquah Police Department will select the district court warrants to be entered by Redmond. The original warrants (hard copy or electronic) will be delivered to the Redmond Police Department through the Court system or from Issaquah personnel. The Redmond Police Department will screen the warrants and attachments for completeness and return incomplete warrants for correction. The Redmond Police Department will then enter the warrants into WACIC and NCIC, if applicable, and maintain the original warrant (hard copy or electronic) in a location that is readily available for the purposes of confirmation and processing. Warrant entries into WACIC must be from original warrants, which are in the possession of the Redmond Communications/911 Center until served or recalled by the issuing court. At such time, the warrants will be returned to the court.
- b. The Issaquah Police Department is responsible for notifying the Redmond Police Communications/911 Center immediately of known changes in the status of arrest warrants.
- c. The Issaquah Police Department is responsible for transporting persons arrested on warrants generated by activity within their jurisdiction.
- d. If the Issaquah Police Department elects to book a prisoner in jail, the Redmond Communications/911 Center must be immediately notified by radio to verify the warrant to determine its validity, and teletype or fax the agency booking the

prisoner the contents of the warrant. Issaquah Police Department must immediately advise the Redmond Police Communications/911 Center by phone of incidents when a warrant is served. The Redmond Communications/911 Center will then clear the WACIC entry.

e. To preclude re-arrests on the same warrant, the Redmond Police Department strongly urges the Issaquah Police Department not to make copies of arrest warrants for themselves, release copies to other police agencies, or permit file copies to leave their station facility. The Issaquah Police Department is responsible for all outstanding copied warrants they produce and erroneous arrests or re-arrests as a consequence of copied warrants.

2. Stolen Vehicles:

Immediately after completing a Vehicle Theft Report, signed by the victim, Issaquah Police Department will forward the theft information by radio or phone to the Redmond Communications/911 Center. A call receiver will issue a police report case number and make the appropriate WACIC and NCIC data entry. A copy of the Vehicle Theft Report will be maintained by the Issaquah Police Department. The Issaquah Police Department must immediately report to the Redmond Communications/911 Center recoveries of all stolen vehicles and maintain a copy of the recovery report at the Issaquah Police Station with the appropriate case number. The Redmond Communications/911 Center will make the proper notifications and arrangements with the originating agency at the time of recovery.

a. In the event an Issaquah employee is not on duty at Redmond when a verification of an entered item into WACIC/NCIC is required (stolen items, missing persons, etc – excluding warrants), Redmond staff will not have the ability to view the originating case materials related to the entry. Redmond staff will request a hard copy of related case materials from on-duty Issaquah staff (Issaquah Police officer will print the case and fax it to Redmond).

3. Vehicle Impound:

The Redmond Communications/911 Center will enter into the CAD Tow log, Issaquah Police Department's temporary impounds, private impounds, and repossessed vehicles. Abandoned vehicles and police impounds will be entered into WACIC as required.

4. Stolen Property:

The Redmond Police Department will enter stolen property information into WACIC and NCIC, if applicable, for Issaquah Police and will follow the following guidelines:

a. The Issaquah Police Department requests stolen property data entry by Redmond Communications/911 via telephone.

b. The Issaquah Police Department is responsible for notifying the Redmond Communications/911 Center of recovered stolen property to coordinate timely removal of the WACIC/NCIC stolen property entry.

5. Missing Person/Juvenile Runaways:



The Redmond Communications/911 Center will enter Issaquah Police Department's Missing Persons and Juvenile Runaways into WACIC and NCIC as required. Issaquah Police Department will be responsible for any and all follow up on runaway entries to determine changes in status. They will be required to notify the Redmond Communications/911 Center immediately of any changes (i.e., runaway is back home, etc.).

After receiving a police report case number, Issaquah Police Department will telephone the Redmond Communications/911 Center and provide sufficient information to enter missing persons and runaway juveniles into WACIC/NCIC. The call receiver will make the appropriate WACIC/NCIC entry. A copy of the case report will be maintained at the Issaquah Police Department.



Memorandum

**Date:** 11/1/2021  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 21-159  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

Planning and Community Development	Sarah Pyle	Community Development and Implementation Manager
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**TITLE:**

Approval of the 2021 and 2022 Tourism Fund Allocation for Matching Grants

**OVERVIEW STATEMENT:**

Council is being asked to approve the recommendation of the Lodging Tax Advisory Committee (LTAC) for allocation of the 2021 and 2022 matching grants from the Tourism Fund.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Comprehensive Plan, Long-Term Recovery Plan, RMC Title 4
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**

The City of Redmond collects a lodging tax of one percent on each overnight stay at hotels located within Redmond and allocates these revenues to the Lodging Tax Fund. The purpose of the Lodging Tax Fund (“Tourism Fund”) is to increase tourism in Redmond by attracting visitors, especially overnight visitors who stay in Redmond hotels, by funding event marketing, operation of special events, festivals, and/or tournaments.

Applications Received: The City received 16 external grant applications from non-profit and for-profit organizations.

Criteria: Applications are reviewed against the program fund criteria for tourism promotion, which prioritizes:

- Benefit to the community

- Innovation
- Overnight stays
- Community support
- Partnerships
- The scale of the project
- Other funding sources and
- New or ongoing funding

Per Council's feedback from January 2020, the grant application criteria were broken out and application components that support the criteria were assigned points. Each application received a weighted ranking to increase equitable evaluation of the applications. The current criteria have been in place for approximately 10 years, and they lack clarity.

**OUTCOMES:**

LTAC recommends funding 14 applications that demonstrated alignment with the grant criteria and tourism goals.

Recommended Applications:

2021

1. **Fuel the Dragon**, community activity to support small businesses via in-person passport game. *Non-profit*
2. **Crossfire Selects**, the state's largest soccer tournament. *Non-profit*
3. **Hispanic Heritage Month Celebration**, a month-long art exhibit with two community events. *Non-profit*
4. **Redmond Saturday Market**, a five-month-long farmer's market. *For-profit*
5. **Seattle World Whiskey Day**, a two-day whisky tasting and judging event in downtown Redmond. *Non-profit*

2022

6. **Festival of Color**, the annual celebration of the traditional Indian festival of Holi. *Non-profit*
7. **NAMI Eastside Youth Mental Health Conference**, a conference with youth and providers to support mental health. *Non-profit*
8. **Redmond Saturday Market**, a five-month-long farmers' market. *For-profit*
9. **Ananda Mela**, Joyful Festival of India. *Non-profit*
10. **Cinco de Mayo Family Celebration**, a festival at Redmond Downtown Park with Live Music, Food Trucks, and Vendors. *Non-profit*
11. **Seattle World Whiskey Day**, a whisky tasting and judging event at the Downtown Redmond Park. *Non-profit*
12. **USA Gymnastics Washington State Congress**, a gymnastics training event. *Non-profit*
13. **Vegetarian and Vegan Festival**, a free for the community event that includes talks by eminent speakers on diet and health, food vendors, and multicultural entertainment. *Non-profit*
14. **International Track Cycling**, largest weekend track bike racing event in North America drawing bicycle racers from across North America, New Zealand, Australia, Great Britain, and beyond. *Non-profit*

Match Requirements: Two of the events recommended for funding did not include a match equivalent to their recommended awards. For these applications, staff is requesting approval of the recommended amount on the condition they submit documentation of matched paid expenses. Otherwise, the award amount shall be reduced to the documented match provided.

Other Grant Requirements: Of the applications received, two did not meet the requirements necessary to be considered.

1. Redmond Children’s Business Fair: The event is limited in its audience, did not generate traffic to local businesses or night’s stay, did not include a matched revenue source, and the submitted application was incomplete.
2. Redmond Virtual: The application is not for an actual event, but rather a service for digital imagery of the City currently available through other tools. The application was incomplete and did not align with the criteria.

Conflicts of interest can occur due to a requirement that the board members must either be an entity for which the tax is charged or an entity that can receive grant dollars. Additionally, it is encouraged that members are active in the community and tourism.

Two of the four members of LTAC have conflicts of interest on six of the grant applications submitted. For the following applications, members with any association exited the meeting during discussions, review or recommendations of the following events:

1. World Whiskey Day 2021
2. Fuel the Dragon 2021
3. Festival of Color 2022
4. Ananda Mela 2022
5. Vegetarian and Vegan Festival 2022
6. World Whiskey Day 2022

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Application window June 15, 2021-August 15, 2021
- **Outreach Methods and Results:**
  - Application notification via e-mail
  - Application window notification via enews
  - Application window messaging from local partners
- **Feedback Summary:**  
A few event producers staff spoke with shared that due to COVID-19 much is still unknown about whether 2022 events will be a viable option. They asked if there would be additional opportunities in 2022 for grants. Staff is planning an additional window in late Q1 or early Q2.

**BUDGET IMPACT:**

**Total Cost:**  
A combined total of \$162,500.

A total of \$137,500 for matching grants as recommended by the Lodging Tax Advisory Committee for City Council's approval and \$25,000 in additional dollars for City produced events.

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

**Budget Offer Number:**  
000250 - Community and Economic Development

**Budget Priority:**  
Vibrant and Connected

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

*If yes, explain:*  
N/A

**Funding source(s):**  
Lodging Tax

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

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
10/12/2021	Committee of the Whole - Planning and Public Works	Receive Information
10/19/2021	Business Meeting	Receive Information

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The 2021 grants need to be closed out by December 15, 2021. If a decision is delayed it may jeopardize the applicant's timely ability to provide all necessary materials required for state reporting and reimbursements.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the LTAC recommendation is not approved, proposed events would not receive matching grant funds from the City and may be unable to proceed as planned.

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**Date:** 11/1/2021

**Meeting of:** City Council Special Meeting

**File No.** AM No. 21-159

**Type:** Consent Item

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**ATTACHMENTS:**

A. 2021 Tourism Outline and FAQ

B. Grant Application Matrix

C. Slides

D. LTAC Meeting Minutes, September 24, 2021

## Tourism Council Outline

- **How did the Lodging Tax Advisory Committee begin?**

An advisory committee was assembled in accordance with the State regulations to weigh-in on the creating of a hotel/ motel tax.

- **When was Committee and Tax implemented?**

- 1998 LTAC was formed
- 1999 the Lodging tax was implemented
- Funding for this program is made possible through revenues Redmond collects from a one percent (1%) lodging tax on the rental of hotel/ lodging rooms in Redmond.

- **Where does the funding come from?**

A 1% tax is charged on each overnight stay at Redmond hotels and motels.

- **How is the revenue from the lodging tax used?**

LTAC advised the City Council on a four-way split use of the tax. It was adopted by City Council in 2014.

Use of the revenue is split into the following:

- 2% for administration of the program
- 50% for marketing
- 39% city events and programing
- 9% to event matching grants

- **What are the goals and limitations of the revenue?**

- Must be used to attract visitors external to the city. Due to the funding being generated by our local hotels, grants and uses of the tax revenue often prioritizes efforts that will support hotels night stays, but attraction of external visitors to our small businesses and enrichment of the community is also heavily weighted.
- As an example, events that would likely draw only Redmond residents in majority would not align with the goals of the tax.

- **Who is the Lodging Tax Advisory Committee (LTAC) comprised of?**

Per state regulations, the LTAC is required to be comprised of four hoteliers and three persons who are associated with organizations that could benefit directly from the tax such as, venues or organizational representatives that hold events

- **Are there any conflicts of interests?**

Due to the requirements for holding a seat on the board, there is potential for frequent potential conflicts of interest. In past years several members have had events proposed for grant funding or supported events requesting funding. Their participation does not impact the potential value an

event does or does not have. However, when discussion or forwarding recommendations for grants awards those with conflicts are excluded from the review discussions or recommendation decisions.

- **What authority does the committee have?**

- LTAC does not have any assigned authority. Technically speaking their only codified responsibilities are to weigh-in or advise on:
  - Creation of a tax
  - Repeal or modification of the tax
  - How the tax revenue is used (the assigned split).
- They do not have formal decision or recommendation authority decision on grant applications or any other program level components.
- Due to the limited authority and role assigned to LTAC, and requirements to be on the board it is often difficult to fill vacancies.
- This is an area to be revisited as part of the 2022 workplan.

- **When does the board meet?**

Again, due to the limited duties and authority of LTAC they meet in frequently between 2-4 times per year. Their meetings are notices and posted in-advance.

- **Why are there are no meeting minutes for previous years?**

- This was a training issue that has been since rectified. The Clerk's office has consolidated oversight of all boards and commissions and are working directly with staff liaisons to create uniformed consistency with both state and local regulations.
- All future LTAC meetings will have posted agendas and meeting minutes uploaded following adoption of them at next meeting. Staff plans to post draft notes as meetings are typically several months apart.

- **What are the planned updates to the program for 2021 and 2022?**

- Staff resources and time have been dedicated to responding to COVID-19 while events were unable to take place. Staff also used the past year to complete an in-depth review and audit of the program.
- Some updates have been made to the applications to gather more data and ensure increased consistency with performance outcome reporting and alignment with State requirements.
- An interim weighted ranking for grant applications applied for through October 2022.
- A larger update to the program will take place next year.

- **What is on the 2022 workplan?**

- Draft formal rules and procedures for the committee
  - When will LTAC meet, setup regular schedule



- Other guidance or operating procedures
  - Provide Council an annual update
    - Grant outcomes
    - Workplan
    - Questions or support needed
  - Review current assigned uses of lodging tax dollars
  - Review and begin revising Tourism Strategic Plan.
    - The Tourism Strategic Plan has not been updated in nearly ten years and is outdated. Staff have requested LTAC's support and feedback in the updating of the plan.
    - While this is not a defined role, LTAC's insight and input would be extremely valuable in defining the goals of tourism programming.
  - Refine grant criteria and present to Council for feedback
    - A few additional areas for related discussion as well include:
      - Consider barriers: Cost of production
      - All forms of accessibility
      - Type organizations or events to be prioritized
      - Collection of data/ survey methods
  - Joint meeting with Council in 2022
  - Consider one to two programs for spring and/or summer
- **Applicable Regulations:**
    - Redmond Municipal Code 4.37
    - [Revised Code of Washington](#)

2021 Weighted Evaluation	Scoring Method	Crossfire Select	Hispanic Heritage Month Celebration	Redmond Children's Business Fair	Redmond Saturday Market	Redmond Virtual	Seattle World Whiskey Day	Fuel the Dragon
Will the event attract external visitors and not have a primary audience of Redmond residents?	Yes (greater than 40% of attendees)= 3 Somewhat (15-30% of attendees)=2 very small amount (5-10%)=1 No=0 (a No to this question disqualifies the application as it is not a flexible criteria)	3	3	0	0	1	3	1
Attendance scale	1000 or greater =3 500-999 =2 100-499= 1	3	2	1	3	3	2	1
Will the event build a new audience for the City. Example spectators for a sport not previously held in the City or other activity the City has not previously attracted guests for.	Yes=3 Somewhat=2 No=0	0	3	0	0	0	2	2
event increases awareness of the City's amenities, history, facilities, and natural environment	Yes=3 Somewhat=2 No=1	2	2	2	1	2	2	1
does the event include volunteer involvement, inter-jurisdictional, corporate, business and/or civic organization	Yes=3 No=0	0	3	0	0	0	3	3
Project benefits a segment of the community or the overall community	Segment=1 Overall=3	1	3	1	3	3	3	1
Project has additional funding sources supporting the event?	Yes=3 No=0	3	3	0	3	0	3	3
Is the event innovative or offer something unusual or unique?	Yes=3 Somewhat=2 No=1	1	3	3	1	2	1	2
is this the event's first year in Redmond?	Yes=3 No=0	0	3	1	0	3	0	0
Has the event taken place for more than three years?	Yes=3 No=1	3	1	3	3	1	1	1
Is the event producer women, veteran or BIPOC ran?	Yes=3 No=2	2	3	1	3	2	3	3
Does this event support awareness of City objectives	Yes=3 Somewhat=2 No=1	2	3	3	2	2	2	3
Generate nights stays	none-0.9%=0 small amount in comparison to attendance (1-3%)=1, medium=3 (4-10%), Large=5 (more than 10% of attendance)	5	1	0	0	0	3	1
	Support= 3 Neither=1 detract=0	3	3	1	1	1	3	3
If event held previously, did it meet or exceed projected attendance?	Yes=3 N/A=0 No= -1	3	0	0	0	0	-1	0
If event held previously, did it meet or exceed projected nights stay?	Yes=3 N/A=0 No= -1	3	0	0	0	0	-1	3
Is the event produced by a non-profit or not for profit?	Yes=3 No=0	0	3	0	0	0	3	3
Is the event eligible for other City grants?	Yes=0 No=2	2	0	2	2	2	2	0
<b>Totals</b>	<b>total score/ ranking of each application</b>	<b>36</b>	<b>39</b>	<b>18</b>	<b>22</b>	<b>22</b>	<b>34</b>	<b>31</b>
Do they meet minimum criteria?		yes	yes	No	Somewhat	No	Yes	yes
Amount requested for grant	amount applicant requested	\$ 16,000	\$ 10,000	\$ 2,000	\$ 20,000	\$ 9,975	\$ 10,000	\$ 4,000
Additional event revenue	amount of additional funding event will have. This is the amount they are demonstrating they can meet the match with.	\$ 76,000	\$ 3,000	\$ 1,000	\$ 110,000	\$ -	\$ 66,000	\$ 11,800
match achieved via proposal?	Did the application show they can match what they are requesting?	yes	no	no	yes	no	yes	yes
Maximum Amount that could be granted for match?	the total amount that could be award of what the applicant requested based upon the match in funding / expenses they have indicated within their application	\$16,000	\$3,000	\$0	\$20,000	\$0	\$10,000	\$4,000
<b>LTAC Recommended award amount:</b>		<b>\$16,000</b>	<b>\$10,000</b>		<b>\$5,000</b>		<b>\$10,000</b>	<b>\$4,000</b>
<b>LTAC notes (optional):</b>			Awarded amount is conditional pending the applicant demonstrates a full match to the award. Otherwise the award amount that is reimbursable shall be reduced to the amount matched.	Event does not meet basic criteria or promote core focuses of Lodging tax dollars. Staff has requested that OneRedmond reach out to event producer on other sponsorship and grant opportunities. The event is valuable to the community.	For future grant participation would like to see applicant planning for location that aligns with tourism goals. Current location does not offer residual support of local businesses, city facilities or amenities. As documented in application event does not have significant external draw or generate stays. B/C of current location the external draw generated is not then likely to use other Redmond businesses as it had before. Portion of quoted expenses appear to be general business operation costs and will limit grant award.	Not an event. Does not have funding sources. Does not provide service beyond what is available on google maps. Appears to be a grant application that is actually a request for payment of a service the City is not seeking at this time. Application not completed in full.		
<b>LTAC members recused from discussion and recommendation</b>							Carson	Carson, Sambamurti

\$45,000

Redmond Lights	Cultural Art Connections
2	2
3	3
2	2
3	3
3	3
3	3
3	3
1	2
0	0
3	3
2	2
2	3
1	0
3	3
3	3
0	0
2	2
2	3
39	40
N/A	N/A
\$ 50,000	\$ 25,000
\$ 95,000	\$ 52,580
yes	yes
\$50,000	\$25,000
City Event	City Event

2022 Weighted Evaluation	Scoring Method	Cinco de Mayo	International Track Cycling	NAMI Eastside Youth Mental	Redmond Saturday Market	USA Gymnastics	Seattle World Whiskey Day	Anada Mela	Festival of Color	Vegan Festival
Will the event attract external visitors and not have a primary audience of Redmond residents?	Yes (greater than 40% of attendees)= 3 Somewhat (15-39% of attendees)=2 very small amount (5-10%)=1 No=0 (a No to this question disqualifies the application as it is not a flexible criteria)	3	2	3	0	3	2	3	2	3
Attendance scale	1000 or greater =3 500-999 =2 100-499= 1	3	3	1	3	2	3	3	3	3
Will the event build a new audience for the City. Example spectators for a sport not previously held in the City or other activity the City has not previously attracted guests for.	Yes=3 Somewhat=2 No=0	2	0	3	0	3	0	2	2	2
event increases awareness of the City's amenities, history, facilities, and natural environment	Yes=3 Somewhat=2 No=1	3	2	2	1	2	2	2	2	2
does the event include volunteer involvement, inter-jurisdictional, corporate, business and/or civic organization	Yes=3 No=0	3	0	3	0	3	3	0	3	0
Project benefits a segment of the community or the overall community	Segment=1 Overall=3	3	1	1	3	1	3	3	3	3
Project has additional funding sources supporting the event?	Yes=3 No=0	3	3	3	3	3	3	3	3	3
Is the event innovative or offer something unusual or unique?	Yes=3 Somewhat=2 No=1	2	1	2	1	1	1	2	2	1
is this the event's first year in Redmond?	Yes=3 No=0	0	0	0	0	3	0	0	0	0
Has the event taken place for more than three years?	Yes=3 No=1	1	3	1	3	1	3	3	3	1
Is the event producer women, veteran or BIPOC ran?	Yes=3 No=2	3	3	3	3	3	3	3	3	3
Does this event support awareness of City objectives	Yes=3 Somewhat=2 No=1	3	2	2	2	2	2	3	3	2
Generate nights stays	none-0.9%=0 small amount in comparison to attendance (1-3%)=1, medium=3 (4-10%), Large=5 (more than 10% of attendance)	0	3	5	0	1	3	0	0	0
Is the event likely to support or detract from local businesses	Support= 3 Neither=1 detract=0	0	3	3	1	3	1	3	0	0
If event held previously, did it meet or exceed projected attendance?	Yes=3 N/A=0 No= -1	3	0	0	0	0	-1	-1	0	0
If event held previously, did it meet or exceed projected nights stay?	Yes=3 N/A=0 No= -1	3	0	0	0	0	-1	-1	0	0
Is the event produced by a non-profit or not for profit?	Yes=3 No=0	3	3	3	0	3	3	3	3	0
Is the event eligible for other City grants?	Yes=0 No=2	0	2	2	2	2	2	0	0	2
<b>Totals</b>	<b>total score/ ranking of each application</b>	<b>38</b>	<b>31</b>	<b>37</b>	<b>22</b>	<b>36</b>	<b>32</b>	<b>31</b>	<b>32</b>	<b>25</b>
Do they meet minimum criteria?	<b>yes</b>	<b>yes</b>	<b>yes</b>	<b>somewhat</b>	<b>yes</b>	<b>yes</b>	<b>yes</b>	<b>yes</b>	<b>yes</b>	<b>yes</b>
Amount requested for grant	amount applicant requested	\$ 22,000	\$ 7,500	\$ 10,000	\$ 20,000	\$ 8,000	\$ 15,000	\$ 20,000	\$ 20,000	\$ 20,000
Additional event revenue	amount of additional funding event will have. This is the amount they are demonstrating they can meet the match with.	\$ 10,000	\$ 18,500	\$ 5,000	\$ 131,000	\$ 37,000	\$ 50,000	\$ 100,000	\$ 40,000	\$ 60,000
match achieved via proposal?	Did the application show they can match what they are requesting?	no	yes	no	yes	yes	yes	yes	yes	yes
Maximum Amount that could be granted for match?	the total amount that could be awarded of what the applicant requested based upon the match in funding / expenses they have indicated within their application	\$10,000	\$7,500	\$5,000	\$20,000	\$8,000	\$15,000	\$20,000	\$20,000	\$20,000
LTAC Recommended award amount:		<b>\$22,000</b>	<b>\$7,500</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$8,000</b>	<b>\$10,000</b>	<b>\$15,000</b>	<b>\$10,000</b>	<b>\$10,000</b>
LTAC notes (optional):		Awarded amount is conditional pending the applicant demonstrates a full match to the award. Otherwise the award amount that is reimbursable shall be reduced to the amount matched.			For future grant participation would like to see applicant planning for location that aligns with tourism goals. Current location does not offer residual support of local businesses, city facilities or amenities. As documented in application event does not have significant external draw or generate stays. B/C of current location the external draw generated is not then likely to use other Redmond businesses as it had before.				learn more about alignment with goals from event outcomes for next year.	LTAC would like to learn more about attendance from event outcomes for next year.
LTAC members recused from discussion and recommendation							Carson	Sambamurti	Sambamurti	Sambamurti

Community Events	Cultural Arts Program
2	2
3	3
2	2
3	3
3	3
3	3
3	3
1	2
0	0
3	3
2	2
3	3
42	41
N/A	N/A
\$ 100,000	\$ 50,000
\$ 241,000	\$ 52,000
yes	yes
\$100,000	\$50,000
<b>\$92,500</b>	<b>\$45,000</b>
<b>\$137,500</b>	

# Tourism Matching Event Grants

October 19, 2021

Sarah Pyle, Community Development and Implementation Manager



Redmond  
WASHINGTON 52

# Purpose

- Provide Council and the community an outline of the tourism program
  - How the program began
  - Revenue split
  - Committee authority
  - Program structure
  - 2022 workplan
- Seek approval of the 2021 and 2022 event matching grants



# Project Overview

- The City approves annual grants for locally held events that draw in visitors from outside of the city.
- Events help promote local tourism, overnight stays, local amenities, and support small businesses.



# When and why did Lodging Tax and Advisory Committee begin?

- 1998 - Advisory committee was assembled
- 1999 - Council implemented 1% lodging tax on overnight stays at Redmond hotels or motels



# How is the Revenue from the Tax Used?

The committee advised, and in 2014 the City Council passed:

- 2% - administration of the program
- 50% - marketing
- 39% - city events and programming
- 9% - event matching grants





# What are the Goals and Limitations of the Revenue?

- Attract visitors external to the city
- Prioritizes efforts that will support hotels night stays
- Attract external visitors to small businesses
- Events that only draw residents would not meet funding requirements



# Who is the Lodging Tax Advisory Committee (LTAC) Comprised of?

- Three hoteliers
- Three persons associated with organizations that could benefit from tax
- Council Chair



# What Authority Does the Committee Have?

LTAC's codified responsibilities are to weigh-in or advise on:

- 1) Creation of a tax
- 2) Repeal or modification of the tax
- 3) How revenue is used (currently four-way split)

(RMC 4.37)



# When Does LTAC Meet and How Are Meeting Minutes Managed?

- LTAC meets infrequently between 2-4 times per year
- The Clerk's office has consolidated oversight of all boards and commissions
- Future LTAC meetings will have posted agendas and meeting minutes uploaded
- Meeting minutes are currently posted from the 9/24 meeting



# Tourism Plan Updates for 2021 and 2022

- In-depth review and program audit
- Updates to grant application forms and material have been made
- Interim weighted ranking for grant applications applied through October 2022



# 2022 Workplan

- Draft formal rules and procedures for the committee
- Member recruitment
- Provide Council an annual update
  - Grant outcomes
  - Workplan
  - Questions or support needed
- Review current assigned uses of lodging tax dollars
- Review and begin revising Tourism Strategic Plan
- Refine grant criteria and present to Council for feedback
- Joint meeting with Council in 2022
- Consider one to two programs for spring and/or summer



# 2021 and 2022 Tourism Matching Grants

- 16 Applications received
- 14 Recommended for approval
- 2 Do not support criteria objectives or requirements
- 2 Do not meet complete match

All evaluated against interim weighted ranking system



# Recommendation

## Event Matching Grants

- Approve the 14 applications recommended for a total amount of \$137,500
  - Conditionally approve the three applications not meeting the match
  - \$121,000 approx from end fund balance for matching event grants



## Community Events

- \$25,000 from end fund balance





**Thank you**

Any Questions?



**Redmond**  
WASHINGTON



**Lodging Tax Advisory Committee (LTAC)**

David Carson, Chair  
Dan Angellar  
Dave Norwood  
Latha Sambamurti

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*The Governor's order, implementing temporary changes to the Open Public Meetings Act, was extended by the legislature and remains in effect until the COVID-19 state of emergency is lifted, or until rescinded by gubernatorial or legislative action. While these changes are in effect, the Redmond Lodging Tax Advisory Committee meetings will be held remotely. Interested members of the public can listen to this meeting by phone at: 510-335-7371.*

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**DRAFT MEETING MINS**

Friday, September 24, 2021  
10 am

Sarah Pyle, Staff Liaison [spyle@redmond.gov](mailto:spyle@redmond.gov)

LTAC Members:

- ✓ David Carson, Chair
- ✓ Dan Angellar
- ✓ Dave Norwood
- ✓ Latha Sambamurti

City of Redmond Staff:

- ✓ Sarah Pyle

Guests:

- ✓ Peter Klauser, Bullseye Creative

Agenda:

1. Vacancy – update/intro of new member(s)
2. Budget update
3. Marketing update
  - a. General marketing efforts
  - b. Outcome of Geekout Gold
  - c. Upcoming
4. 2022 Workplan update/action for development
  - Draft formal rules and procedures for the committee
  - Recruitment of LTAC members (need one hotel & two event/business/ org)

- ❑ Provide Council an annual update
  - Grant outcomes
  - Workplan
  - Questions or support needed
- ❑ Review current assigned uses of lodging tax dollars- *2023 confirmation or revision*
  - Review right sizing of support to the program/ admin
  - City events (39%) vs external grants (9%)
  - *Event recruitments*
- ❑ Review and begin revising Tourism Strategic Plan
- ❑ Refine grant criteria and present to Council for feedback
  - *Affordable*
  - *All forms of accessibility*
  - *Type org*
  - *Collection of data/ survey*
- ❑ Joint meeting with Council planned in 2022
- ❑ Consider one to two programs for spring and/or summer

#### 5. Review of grant requests and council recommendation

- Committee member Sambamurti exited the meeting during discussion and recommendation of the OneRedmond, Vegan Festival, Festival of Color and Anda Mela applications.
- Committee Chair Carson exited the meeting during discussion and recommendation of the OneRedmond and World Whisky days applications.

#### Recommendation:

- \$45,000 in total event matching for 2021
- \$92,500 in total event matching for 2022 applications.  
*Total of \$137,500 with approx \$121,000 from end-fund*
- \$25,000 from end-fund for city events (\$225k rather than the \$200k allocated)
- Conditionally approve the two applications not meeting the match.



Memorandum

**Date:** 11/1/2021  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 21-160  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

Planning and Community Development	LaNaya Myers	TDM Program Administrator
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**TITLE:**

Approval of the 2021-22 Annual ORCA Contract Renewal

**OVERVIEW STATEMENT:**

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

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
City Employee Commute Trip Reduction Program, Washington Clean Air Act, City Comprehensive Plan, Community Strategic Plan, Transportation Master Plan
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**
  - King County Metro launched the pay-as-you-go payment structure in summer 2020. Fare collection didn't resume until October 2020.
  - The agreement covers the period from August 1, 2021 - July 31, 2022.
  - Monthly payments in 2020-21 are \$4,712.39.
  - Due to King County Metro Staff restructuring, there was a delay in receiving updated contract

information and this item is coming forward later than usual this year.

**OUTCOMES:**

This agreement allows the City of Redmond to continue to purchase and distribute ORCA cards to City employees for transit services provided by the participating transit agencies, thereby helping reduce traffic congestion, energy consumption, air pollution and vehicle miles traveled. In addition, this 2021-2022 renewal contract includes the piloting of vanpool/vanshare.

There will be no vanpool fares collected during the 2021-22 contract. King County Metro will use this contract renewal period to collect our vanpool usage data. Our usage data will be used to determine our cost for the 2022-23 contract renewal. If we decide to continue with the vanpool program, they will use this same procedure going forward. The landscape needs and demands are ever-evolving right now. This approach will allow more flexibility for us to offer a great range of options to employees.

Some benefits of renewing this contract include:

- Unlimited trips on all services other than Washington State Ferries. Includes transit, rail, and streetcar.
- Guaranteed ride home.
- Pay as we go monthly payment model reducing our annual costs during the continuing pandemic.
- Streamlined process that more easily helps employees use alternatives to driving alone.
- Compliance with both State CTR laws and the city’s TMP goals.
- Vanpool fares for employees would be fully covered.
- Vanpools will only require two riders to start a van as opposed to the previous minimum of five persons.

This renewal would ensure a transportation benefit for employees commuting to work and other staff members as they return to riding transit.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

The total cost of services is forecasted not to exceed a maximum of \$18,000. The ORCA contract renewal was included within the adopted budget for \$220,449.

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

**Budget Offer Number:**

000343 - Mobility of People and Goods

**Budget Priority:**

Vibrant and Connected

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

**If yes, explain:**

N/A

**Funding source(s):**

100 - General Fund

**Budget/Funding Constraints:**

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
10/12/2021	Committee of the Whole - Planning and Public Works	Approve

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Our current contract expired on July 31, 2021. Due to Covid-19 and King County Metro staff restructuring, there were delays in receiving the updated contract information from King County Metro.

**ANTICIPATED RESULT IF NOT APPROVED:**

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

**ATTACHMENTS:**

Attachment A-Orca Business Passport Agreement

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

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

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

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

**1.0 PURPOSE**

- 1.1 This Agreement establishes the terms under which certain fare payment-related services, referred to herein as "ORCA Services," will be provided to the Business Account, including but not limited to the prices and terms under which the Business Account may purchase and distribute ORCA Business Cards loaded with a Business Passport Product to its Eligible Business Cardholders. Such ORCA Business Cards may be used to access certain Transportation Services of the Agencies. The specific ridership privileges applicable to the Business Passport Product provided under this Agreement are specified in Attachment 1, *Products, Pricing and Terms*, which is incorporated in this Agreement by this reference, and are subject to Sections 6 and 17 below.
- 1.2 Attachment 1 also establishes the terms under which specific optional products and services (e.g. use of an ORCA Business Card on vanpool; a guaranteed ride home program), if any, shall be provided by one or more individual Agencies.
- 1.3 This Agreement also enables the Business Account to purchase Business Choice Products from the Agencies, via the Business Account Website, at the prices and terms in effect at the time of purchase.
- 1.4 The Business Account understands and agrees that this Agreement applies to its use of ORCA Services including, but not limited to, its purchase of ORCA Business Cards and ORCA Products. This Agreement does not constitute a contract for transportation services. The Agencies have no obligation to the Business Account or any other entity or person to provide any particular level, frequency or routing of transportation service.

**REVIEW DRAFT-NOT FOR SIGNATURE****2.0 TERM OF AGREEMENT AND CONTACT PERSONS**

- 2.1 This Agreement shall take effect upon the effective date specified in Attachment 1. Unless terminated in accordance with Section 13, this Agreement shall expire on the last day of the Program Term specified in Attachment 1, or an Amended Attachment 1 that has been signed by a person authorized to bind the Business Account.
- 2.2 The Business Account shall designate a Primary Contact Person in Attachment 2, *Designated Representatives*, which is incorporated in this Agreement by this reference. This Primary Contact Person shall be responsible for managing the Business Account's roles and responsibilities under this Agreement. A Secondary Contact Person shall also be designated in Attachment 2. The Lead Agency may communicate with and rely upon either the Primary or Secondary Contact Person on matters relating to this Agreement.

**3.0 DEFINITIONS**

- 3.1 *Business Account*. The employer, educational or human services institution, government agency or other entity that has entered into this Agreement enabling it to purchase ORCA Business Cards and ORCA Products for distribution to their employees, students, clients or other constituency.
- 3.2 *Business Account Website*. The website used by the Business Account to manage its account, currently at orccard.biz.
- 3.3 *Business Choice Products*. The ORCA Products that may be purchased at retail prices to supplement the ORCA Business Passport Product for one or more Business Cardholders (e.g. a WSF monthly pass)
- 3.4 *Business Cardholder(s) or Cardholder(s)*. The individual(s) who are eligible to receive an ORCA Business Card from the Business Account. The eligibility requirements for Business Cardholders are more fully defined in Attachment 3, *Eligible Business Cardholders*, which is incorporated in this Agreement by this reference.
- 3.5 *Business Passport Product*. The ORCA Product loaded on the Business Account's ORCA Business Cards under this Agreement that provides the Business Cardholders an unlimited right-to-ride the regularly scheduled Transportation Services of, or operated by, certain Agencies to the extent specified in Attachment 1.
- 3.6 *Card Block*. An ORCA system process that culminates in invalidating an ORCA Business Card.
- 3.7 *Lead Agency*. The Agency that entered into this Agreement on behalf of itself and the other Agencies and that is responsible for administration of this Agreement on behalf of the Agencies, including invoicing, contract modifications and renewals, and ORCA system support.
- 3.8 *ORCA*. The trademarked name of the system that enables use of a common fare card on the public transportation services provided by any of the Agencies.
- 3.9 *ORCA Business Card (or "Business Card")*. An ORCA fare card issued to a Business Account to enable the loading of ORCA Products for use by a Cardholder to whom it was distributed by the Business Account to access Transportation Services as specified in Attachment 1.



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- 3.10 *ORCA Products.* Any transit fare payment mechanism or electronic voucher offered for sale within the ORCA system by any of the Agencies. Examples include, but are not limited to, monthly or period pass, E-purse, and electronic voucher.
- 3.11 *ORCA Services.* The materials and services that may be provided, from time to time, under the ORCA program, including but not limited to the ORCA Business Cards, ORCA Products, ORCA Websites, data, information, and any equipment, systems and services related to the ORCA program.
- 3.12 *Parties.* The Business Account and the Agencies (which include the Lead Agency) may be collectively referred to as "Parties."
- 3.13 *Primary Contact Person.* The individuals identified as the primary contact points for the Lead Agency and the Business Account, as listed in Attachment 2 or as modified from time to time.
- 3.14 *Product Block.* An ORCA system process that culminates in invalidating an ORCA Product without invalidating the card on which it is loaded.
- 3.15 *Transportation Services.* Those public transportation services provided by the Agencies that are specified in Attachment 1.

**4.0 PRICES AND PAYMENT TERMS**

- 4.1 The prices and payment terms applicable to this Agreement are specified in Attachment 1. Such terms shall include: (a) the amounts due for the Business Cards, Business Passport Product, and any other products, services and fees; (b) the timing of payments, and (c) the acceptable method of payment. Each order submitted by the Business Account for ORCA Business Cards and/or any ORCA Products will be subject to the provisions of this Agreement.
- 4.2 The Business Account's purchase of any Business Choice Products via the Business Account Website will be at the prices and terms in effect at the time of order. The Business Account is responsible for reviewing the prices in effect before submitting each order and shall be deemed to have agreed to the then-applicable prices by submitting the order.
- 4.3 Payment in full is due as specified in Attachment 1.
- 4.4 If for any reason payment in full is not received by the date due, if a payment is not honored due to non-sufficient funds (NSF) or if for any reason a payment is negated or reversed, the Lead Agency will notify the Business Account of the payment problem and, if full and clear payment is not received within ten (10) calendar days of such notification, the Lead Agency may:
- 4.4.1 refuse to process new orders for ORCA Business Cards and block the loading of new ORCA Products by or for the Business Account;
  - 4.4.2 assess any late payment, NSF and collection fees to the maximum amount permitted by law;
  - 4.4.3 initiate a Card Block or Product Block on the Business Cards issued to the Business Account, rendering them ineffective for use by the Cardholders, until

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- such time as the Business Account pays the full amount due, including any late payment, NSF and fees, in a manner acceptable to the Lead Agency; and
- 4.4.4 suspend or terminate access rights to the Business Account's secured area of the website.
- 4.5 In addition to any other obligations it may have under this Agreement and at law, the Business Account agrees to pay to the Lead Agency any reasonable collection fees incurred in collecting amounts due from the Business Account.
- 5.0 PURCHASE, OWNERSHIP, DISTRIBUTION AND REPLACEMENT OF ORCA BUSINESS CARDS**
- 5.1 *Ordering ORCA Business Cards.* The Business Account shall order ORCA Business Cards via the ORCA Business Accounts Website, in accordance with the directions provided on that website, and shall make payment as provided in Attachment 1. If additional cards are required, the Business Account may be required to pay the standard card fee and other applicable fees as specified in Attachment 1.
- 5.2 *Receipt and Ownership of ORCA Business Cards.* Upon actual or constructive receipt of the ORCA Business Cards it has ordered, the Business Account shall become the owner of the ORCA Business Cards. The Business Account shall be deemed to have constructively received all ordered ORCA Business Cards unless it notifies the Lead Agency of any non-delivery or incorrect delivery within thirty (30) days after the order was placed. If the Business Account notifies the Lead Agency that it has not received the ordered cards, the Lead Agency will ship a replacement order. If the Business Account subsequently receives the cards reported as missing, the Business Account is responsible for returning them to the Lead Agency.
- 5.3 *Storage and Risk of Loss.* The Business Account is responsible for the storage, distribution and use of the ORCA Business Cards issued to it. The Business Account bears the sole risk of any loss, damage, theft or unauthorized use of one of its cards, whether such card is held in its inventory or has been distributed for use. The Business Account is responsible for the cost of any use of its Business Cards until the effective date of a Card Block that may be initiated as provided below.
- 5.4 *Distance Based Transit Fare.* The Business Account is responsible for communicating to Cardholders that "distance based fares" are charged on some systems such as: Link light rail, and Sounder commuter rail systems. On distance based fare modes, when the Cardholder "taps on," the ORCA system will record the trip to the last stop on the line. When the Cardholder "taps off" at the end of the ride, ORCA will record the actual ride. The Business Account then will be charged the correct fare for the actual ride taken. If the Cardholder fails to "tap off", then ORCA will record a ride to the end of the line. The result of not "tapping off" is that the Business Account will be charged the largest fare for the ride even if a shorter ride was taken.
- 5.5 *Distribution of ORCA Business Cards.* The Business Account is responsible for distributing its Business Cards for use by its Eligible Business Cardholders. The Business Account remains the owner of all Business Cards it distributes but a cardholder may also purchase and load individual ORCA products on a Business Card and individually register the card. To enable Cardholders to register Business Cards as provided in Section 6 below, the Business Account may not register, or allow anyone other than the Cardholder to register, the Business Cards that are issued under this Agreement.

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

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

- 5.6 *Proof of payment.* The Business Account is responsible for notifying Cardholders that proof of payment must be made by tapping the ORCA Card on the card reader in the manner required by each Agency; otherwise, the Cardholder may be subject to a fine if the ORCA Card is not tapped, and the Cardholder will be personally responsible for any fines that may be imposed.
- 5.7 *Business Account Access to Personally Identifying Information.* If an individual Cardholder opts to register one of the Business Cards issued to the Business Account, any personally identifying information provided to the ORCA System (e.g. name, address, telephone number, and credit card number) will not be accessible by the Business Account. If the Business Account collects any personally identifying information about individuals to whom it has distributed Business Cards, the Business Account is solely responsible for its collection, use, storage and disclosure of such information.
- 5.8 *Card Blocks.* In the event a Business Card is determined to be lost or stolen or if a Cardholder is determined by the Business Account to be no longer eligible to use the card, the Business Account may initiate a Card Block via the Business Account Website to invalidate the subject Business Card. The Lead Agency may also initiate a Card Block or a Product Block as to any of the Business Account's Business Cards at the request of the Business Account, or at the sole discretion of the Lead Agency in accordance with Section 4.4, or if it is suspected that a card has been altered, duplicated, counterfeited, stolen or used by an ineligible Cardholder. Once initiated, a Card Block must be processed in the ORCA system and downloaded to all reader devices throughout the region. Until that occurs, there is the potential that the Business Passport Product and any E-purse value or other ORCA Products on the subject card will continue to be used. The Business Account, not the Agencies, remains responsible for all transactions, and any loss or costs arising there from, for forty-eight (48) hours after the Card Block was initiated.
- 5.9 *Restoration of Value After Card Block.* Following a Card Block, the Business Account may request the Lead Agency to restore value on a replacement of the blocked Business Card. An E-purse on a blocked card will be restored on the replacement card in approximately ten (10) calendar days after the replacement card is issued. The E-purse amount that remained on the lost or stolen card, forty-eight (48) hours after the Card Block was initiated in the ORCA system, will be restored to the replacement card via a remote revalue function. An E-purse on a blocked card will be restored on the replacement card on the eighth day after the card has been issued. The card must then be tapped to activate the E-purse value.
- 5.10 *Card Replacement.* The Business Account is responsible for ordering and paying for any new cards needed to replace Business Cards that for any reason cease to be available or suitable for use by the Cardholders under the program of the Business Account, including but not limited to, if the unavailability or unsuitability is caused by damage, abuse, loss, theft, Card Block, and end of useful life. Provided, however, and notwithstanding the exclusion of warranties in Section 14, if a Business Card malfunctions within twelve (12) months after it was delivered to the Business Account, it shall be replaced by the Lead

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Agency without additional charge to the Business Account if the malfunction was caused by a defect in design, material or workmanship and was not caused by misuse, an intentional act, negligence or damage, reasonable wear and tear excepted. The Business Account understands and agrees that to avoid the disruption and inconvenience caused by sporadic failures as its cards are used, it must plan for replacement of its Business Cards on a regular basis. As a condition of continuing under the Business Passport program, the Business Account agrees that: (a) it will retire all of its ORCA Business Cards at sometime within four years after they are issued by the Lead Agency to the Business Account; and (b) purchase replacement Business Cards at the then-applicable rate.

**6.0 CARDHOLDER USE OF ORCA BUSINESS CARDS**

*Cardholder Privileges.* The Business Account understands and agrees that, although it remains the owner of ORCA Business Cards after distribution, the Cardholder has the following privileges in connection with the use of an ORCA Business Card.

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

**7.0 NO RETURNS OR REFUNDS**

Except as otherwise provided herein or in Section 13.2, the Business Account understands and agrees that its purchases of Business Cards, and Business Passport Products and Business Choice Products purchased for such cards, are final and it is not entitled to any refunds. Provided, however, the Business Account may request a refund of the E-purse value remaining on a Business Card if the card is surrendered by the Business Account to the Lead Agency. Upon surrender of the subject Business Card, the Lead Agency shall initiate a Card Block and the refund processed approximately ten (10) calendar days after the Card Block was initiated. The E-purse

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amount refunded will be that which remained on the surrendered card forty-eight (48) hours after the Card Block was initiated in the ORCA system. A processing fee of ten dollars (\$10) may be payable by the Business Account to the Lead Agency for each refund that is processed, regardless of E-purse value or number of cards refunded. The Business Account, not the Lead Agency, is responsible for the refunding of such E-purse value, if any, to the individual Cardholder to whom the Business Card had been distributed.

**8.0 BUSINESS ACCOUNT WEBSITE**

- 8.1 The Business Account Website is the primary means by which the Business Account shall purchase ORCA Business Cards, Business Passport and Business Choice Products, manage its Business Cards and obtain information about the use of said cards. As a condition of participation in the Business Passport program, the Business Account agrees that it will use the Business Account Website when it is available and that each access and use of said website shall be subject to the Terms of Use and Privacy Statement that are in effect and posted on the Business Account Website at the time of such access and use.
- 8.2 The Business Account understands and agrees that uninterrupted access to and use of the Business Account Website is not guaranteed and agrees that it will contact its representative at the Lead Agency by email or telephone if the website is not available.
- 8.3 At the time the Business Account enters into the ORCA program, the Lead Agency will provide a single password to the Business Account's Primary Contact, as specified in Attachment 2, to enable user access to the Business Account's secured area of the Business Account Website. The Business Account is required to change the temporary password to one of its own creation. The Business Account shall be solely responsible for the number and identity of those employees with whom the Business Account's password is shared. The Business Account is also solely responsible for complying with the security standards specified in Attachment 5, *ORCA Business Account Security Standards*, which is incorporated in this Agreement by this reference.

**9.0 INFORMATION PROVIDED BY THE AGENCIES AND THE ORCA SYSTEM**

- 9.1 The Business Account understands and agrees that the data, reports or any information provided to it via the Business Account Website or otherwise, is and remains the sole property of the Agencies and nothing shall be construed as a transfer or grant of any copyright or other property interest in such data, reports or information. The Agencies hereby grant to the Business Account a non-exclusive license to use any data, reports or information provided by the Agencies, via the Business Account Website or otherwise, for any lawful purpose related to the administration of the transportation benefits program of the Business Account.
- 9.2 The ORCA System will record data each time an ORCA Business Card is presented to an ORCA device for fare payment and to load a product. Such transaction data includes, but is not limited to, the date, time, and location (or route) of the transaction. The Business Account may routinely access such transaction data related to its Business Cards to the extent provided via the Business Account Website. Said website and its reports do not provide the Business Account Business Card transaction data linked to card serial numbers.

For the purpose of preventing fraud, the Primary Contact Person of the Business Account may submit a written request to the Lead Agency for transaction data related to a specific

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card number or for a card number linked to a specific transaction. Fraud is defined as intentional deception or misrepresentation by a person with knowledge that it will result in an unauthorized benefit to him, her, or some other person. The submittal is not intended to be used to request data for multiple cards or all cards managed by the Business Account.

The written request shall include the following:

- 9.2.1 Card number or the date, time and other known details about the specific transaction for which a card serial number is being requested;
- 9.2.2 Detailed statement as to why the information is germane to the prevention of fraud; and
- 9.2.3 The signature of the Primary Contact Person.

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

**10.0 PUBLIC RECORDS**

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

**11.0 INDIVIDUAL USE OF BUSINESS CARD AFTER LEAVING A BUSINESS ACCOUNT**

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

**12.0 ORCA SERVICES SUBJECT TO CHANGE**

The Agencies seek to continually improve and enhance the ORCA Services. With thousands of employers, schools, and other entities entering into business account agreements at varying dates in the year, the Agencies are unable to guarantee to each business account that the ORCA Services will not change during the term of its agreement. The Business Account understands and agrees that one or more ORCA Services may be changed, suspended or terminated from

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time to time without prior notice to, or agreement by, the Business Account, including but not limited to changes in the look, feel, content and functions of the Business Account Website. If the Business Account is dissatisfied with a change in the ORCA Services, however, it may terminate this Agreement for its convenience in accordance with the provisions of Section 13.2.

**13.0 TERMINATION**

- 13.1 The Lead Agency may at any time terminate this Agreement if the Business Account fails to make timely and effective payment of all amounts due, or otherwise materially breaches the Agreement, or acts in manner indicating that it intends to not comply, or is unable to comply, with the Agreement. To effect such a termination for cause, the Lead Agency shall send email notice to the last known email address for the last known primary contact person of the Business Account describing the manner in which the Business Account is in default and the effective date of termination. If the basis for termination is a failure to perform that can be cured, the termination shall not take effect so long as the Business Account cures the default within ten (10) calendar days of the sending of the email notice. Upon the effective date of such termination, the Lead Agency may immediately terminate the website access privileges of the Business Account, block the Business Cards issued to the Business Account and decline to accept and fulfill any pending or new orders from the Business Account. In the event of such a termination for cause, the Business Account shall not be entitled to any refund of any amounts paid.
- 13.2 Either the Business Account or the Lead Agency may terminate the Agreement without cause and for its own convenience by sending the other party written or email notice at least thirty (30) days in advance of the effective date of the termination. Upon receipt of a notice of termination for convenience from the Business Account, the Lead Agency may, in its sole discretion, waive the advance notice period and immediately terminate the website access privileges of the Business Account, initiate a Card Block on the Business Cards issued to the Business Account, and decline to accept and fulfill any pending or new orders from the Business Account. In the event of such a termination for convenience and not cause, the amounts due under this Agreement shall be calculated by the Lead Agency. (The amounts due for the ORCA Passport Product and any optional products listed in Attachment 1 shall be the annual amounts due prorated for the number of months during which the Passport Product and optional products were valid for at least one day.) If the Business Account has not paid in full all of the amounts due under this Agreement as of the termination date, the Business Account shall immediately pay the remaining amount due. If the Business Account has paid more than all of the amounts due under this Agreement as of the termination date, the Business Account shall be entitled to a refund of the excess it has paid.
- 13.3 Notwithstanding any termination of the Agreement, the Business Account shall remain liable to satisfy and comply with all of its obligations under this Agreement and at law with regard to, or arising out of, any orders submitted or any of its acts or omissions occurring prior to the effective date of the termination, including but not limited to paying all amounts due or incurred prior to the effective date of the termination and any fees, charges, collection costs or other costs arising from a failure to make timely and effective payment.

**14.0 EXCLUSION OF WARRANTIES**

- 14.1 ALL ORCA SERVICES PROVIDED ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY USE OF THE ORCA SERVICES IS AT THE BUSINESS ACCOUNT'S SOLE DISCRETION AND RISK.

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14.2 BY WAY OF EXAMPLE, AND NOT LIMITATION, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SPECIFICALLY DO NOT REPRESENT AND WARRANT THAT:

- A. THE BUSINESS ACCOUNT'S USE OF THE ORCA SERVICES WILL BE UNINTERRUPTED, TIMELY, FREE FROM ERROR AND OTHERWISE MEETING ITS REQUIREMENTS;
- B. ANY INFORMATION OBTAINED BY THE BUSINESS ACCOUNT AS A RESULT OF USING THE ORCA SERVICES WILL BE ACCURATE AND RELIABLE; AND
- C. ANY USE OF THE ORCA WEBSITES, INCLUDING BUT NOT LIMITED TO THE CONTENT OR MATERIAL DOWNLOADED FROM SAID WEBSITES, WILL BE FREE OF DEFECTS, VIRUSES, MALWARE, HACKS OR POTENTIALLY HARMFUL INTRUSIONS.

14.3 TO THE EXTENT PERMITTED BY LAW, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES OF QUIET ENJOYMENT OR NON-INFRINGEMENT; AND ANY WARRANTIES CREATED BY TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

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

**15.0 NOTICES**

15.1 Any notice required to be given under the terms of this Agreement shall be directed either by email or regular mail to the Parties' Designated Representatives, as specified in Attachment 2, or to the last person and address provided by a Party in accordance with Section 15.2.

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

**16.0 FORCE MAJEURE**

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

**17.0 APPLICATION OF AGENCY FARES AND OTHER POLICIES**

The purchase, distribution and use of Business Cards and ORCA Products by the Business Account and its Cardholders, and access to and use of the ORCA websites, shall be subject to all applicable federal, state and local law, regulations, ordinances, codes and policies, including



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but not limited to the ORCA Terms of Use and Privacy Statement (posted on the ORCA websites and available in printed form upon request to the Lead Agency), and the Agencies' respective fares, transfer rules, codes of conduct and other operating policies and procedures.

**18.0 PROHIBITED DISCRIMINATION**

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

**19.0 COMPLIANCE WITH APPLICABLE LAW**

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

**20.0 LEGAL RELATIONS**

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

**20.2 LIMITATION ON LIABILITY**

- A. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO:
1. ANY RELIANCE PLACED BY THE BUSINESS ACCOUNT ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY INFORMATION PROVIDED TO THE BUSINESS ACCOUNT BY OR THROUGH THE ORCA SERVICES;
  2. ANY CHANGES TO THE ORCA SERVICES OR THE TEMPORARY OR PERMANENT CESSATION OF ANY SUCH SERVICES (OR FEATURES WITHIN A SERVICE);

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3. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY INFORMATION MADE AVAILABLE TO THE BUSINESS ACCOUNT, OR GENERATED BY THE USE OF THE ORCA SERVICES UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE USE OF THE ORCA BUSINESS CARDS ISSUED UNDER THIS AGREEMENT;
  4. THE BUSINESS ACCOUNT'S FAILURE TO PROVIDE THE LEAD AGENCY WITH ACCURATE ACCOUNT INFORMATION; AND
  5. THE BUSINESS ACCOUNT'S FAILURE TO KEEP INFORMATION SECURE AND CONFIDENTIAL.
- B. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCURRED BY THE BUSINESS ACCOUNT UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF PRIVACY, LOSS OF DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, WHEN SUCH DAMAGES ARISE OUT OF, OR ARE RELATED TO, THIS AGREEMENT OR THE ORCA SERVICES, WHETHER OR NOT ONE OR MORE AGENCIES HAS BEEN ADVISED OF, OR SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF ANY SUCH DAMAGES ARISING.
- C TO THE EXTENT ONE OR MORE OF THE AGENCIES INCURS ANY LIABILITY FOR A BREACH OF THIS AGREEMENT, OR ANY DUTY RELATED TO THE ORCA SERVICES, AND SUCH LIABILITY THAT IS NOT EXCLUDED UNDER THE TERMS OF THIS AGREEMENT, THE EXCLUSIVE, AGGREGATE REMEDY AGAINST THE LEAD AGENCY AND EACH OTHER AGENCY WILL BE, AT THE OPTION OF THE APPLICABLE AGENCIES: (A) THE CORRECTION, SUBSTITUTION OR REPLACEMENT OF ALL OR PART OF THE ORCA SERVICES GIVING RISE TO THE BREACH, OR (B) A REFUND OF THE AMOUNT PAID BY THE BUSINESS ACCOUNT FOR THE ORCA SERVICE CAUSING THE DAMAGE, THE AMOUNT OF WHICH WILL NOT EXCEED THE DAMAGES (OTHER THAN THOSE EXCLUDED ABOVE) ACTUALLY INCURRED BY THE BUSINESS ACCOUNT IN REASONABLE RELIANCE.

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

- 20.3 *No Waiver.* The Business Account agrees that if the Lead Agency does not exercise or enforce any legal right or remedy which is contained in the Agreement or under applicable law, this will not be taken to be deemed to be a waiver or modification of the Lead Agency's rights and remedies, and that those rights or remedies will still be available to the Lead Agency.
- 20.4 *Governing Law and Forum.* This Agreement and all provisions hereof shall be interpreted and enforced in accordance with, and governed by, the applicable law of the State of Washington and of the United States of America without regard to its conflict of laws provisions. The exclusive jurisdiction and venue for conducting any legal actions arising under this Agreement shall reside in either the Federal District Court or the State of

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Washington Superior Court, as applicable, that is located in the county in which the Lead Agency's primary administrative office is located. The Business Account hereby consents to personal jurisdiction and venue in said courts and waives any right which it might have to conduct legal actions involving the Agencies in other forums.

- 20.5 *Attorneys' Fees and Costs.* In the event of litigation between the parties related to this Agreement, the Court is authorized to award the substantially prevailing party its costs, fees and expenses including reasonable attorney fees to the extent authorized by the Court and permitted by applicable law.
- 20.6 *Survival.* Sections 4, 5, 9, 14 and 20 shall survive and remain effective notwithstanding any termination of this Agreement.
- 20.7 *Use of ORCA name and logos.* The Business Account understands and agrees that the "ORCA" name and logos are trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Agencies without written permission. The Agencies understand and agree the Business Account name and logo may be trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Business Account without written permission.

**21.0 SUCCESSORS AND ASSIGNS**

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

**22.0 ENTIRE AGREEMENT AND WRITTEN AMENDMENTS**

This Agreement constitutes the entire agreement between the Business Account and the Lead Agency, on behalf of all Agencies, related to the Business Account's use of and access to ORCA Services (but excluding any services which Lead Agency may provide under a separate written agreement), and completely replaces and supersedes any prior oral or written representations or agreements in relation to fare media consignment and sales or to ORCA Services. No oral agreements or modifications will be binding on the parties and any changes shall be effective only upon a written amendment being signed by the parties.

**23.0 SEVERABILITY**

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

**24.0 AUTHORITY TO EXECUTE**

Each party to this Agreement represents and warrants that: (i) it has the legal power and authority to execute and perform this Agreement and to grant the rights and assume its obligations herein; and (ii) the person(s) executing this Agreement below on the party's behalf is/are duly authorized

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to do so, and that the signatures of such person(s) is/are legally sufficient to bind the party hereunder.

**25.0 COUNTERPARTS**

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

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

<b>BUSINESS ACCOUNT</b>	<b>LEAD TRANSPORTATION AGENCY</b>
BY: _____ Angela Birney	BY: _____ Carol Cooper
Title: _____ Mayor, City of Redmond	Title: _____ Managing Director, Market Innovation
Business Name: _____ City of Redmond	Agency: _____ King County Metro
Date: _____	Date: _____

**REVIEW DRAFT-NOT FOR SIGNATURE****ATTACHMENT 1****PRODUCTS, PRICING AND TERMS – BUSINESS PASSPORT Per Trip Rate**

Business Account: City of Redmond  
 ORCA Business ID#: 1282  
 Federal Tax ID #: 91-6001492  
 Agreement Type: Business Passport  
 Program Term: August 1, 2021 – July 31, 2022

**Business Passport Products**

- Valid for full fare and unlimited rides on
  - **Bus:** Community Transit, Everett Transit, King County Metro, Kitsap Transit, Pierce Transit, and Sound Transit.
  - **Ferry:** King County Water Taxi and Kitsap Local Ferries and Fast Ferries
  - **Monorail**
  - **Rail:** Sound Transit Link light rail and Sound Transit Sounder (including Rail Plus partnership with Amtrak Cascades).
  - **Streetcar:** Seattle Streetcar
  - **Paratransit Transportation:** King County Metro Access, Kitsap Transit Access, and Pierce Transit SHUTTLE.
- **Vanpool:** 100% fare subsidy on Community Transit, King County Metro, Kitsap Transit, and Pierce Transit vanpool vans.
- **Vanshare:** 100% fare subsidy on Community Transit, King County Metro, Kitsap Transit, and Pierce Transit vanshare vans.
- **ORCA Cards:** Business Account logo printed on ORCA Cards.

**Business Passport Pricing**

Product	Cost
<b>Transit</b>	E-purse per trip rate
<b>Cards</b>	\$5.00 each
<b>Card Logo Printing</b>	\$0.50 each card
<b>Administrative Fee</b>	\$750
<b>Vanpool/Vanshare—King County Metro</b>	\$0
<b>Vanpool/Vanshare—Community Transit</b>	\$0
<b>Vanpool/Vanshare—Kitsap Transit</b>	\$0
<b>Vanpool/Vanshare—Pierce Transit</b>	\$0

**Transit Per Trip Rate**

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

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

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- The values are then summed up by Participating Agency and invoiced to the customer.

**Card Costs**

Card orders can be placed by the customer on the Business Account website.

Cards cost five dollars (\$5) each and will be invoiced per payment terms.

Card logos cost fifty cents (\$0.50) per card and will be invoiced per payment terms.

**Card Logo Permission**

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

**Vanpool and Vanshare Service**

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

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

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

**Business Passport Payment Terms**

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

**REVIEW DRAFT-NOT FOR SIGNATURE****ATTACHMENT 2****DESIGNATED REPRESENTATIVES**

	<b>BUSINESS ACCOUNT - Contact 1 and Card Delivery Address</b>	<b>LEAD AGENCY – Contact 1</b>
Name	LaNaya Myers	Cindy Chen
Title	Employee Transportation Coordinator	Customer Relationship Manager
Address	City of Redmond	King County Metro Transit
	15670 N.E. 85th Street	201 South Jackson Street
	P.O. Box 97010	MS: KSC-TR-0326
	Redmond, WA 98073-9710	Seattle, WA 98104
Telephone	425-556-2482	206-263-8952
E-Mail	lmyers@redmond.gov	cchen@kingcounty.gov
	<b>BUSINESS ACCOUNT – Contact 2</b>	<b>BUSINESS ACCOUNT - Billing Address</b>
Name	Sarah Pyle	LaNaya Myers
Title	Planning Manager	Employee Transportation Coordinator
Address	City of Redmond	City of Redmond
	15670 N.E. 85th Street	15670 N.E. 85th Street
	P.O. Box 97010	P.O. Box 97010
	Redmond, WA 98073-9710	Redmond, WA 98073-9710
Telephone	425-556-2426	425-556-2482
E-Mail	spyle@redmond.gov	lmyers@redmond.gov

**REVIEW DRAFT-NOT FOR SIGNATURE****ATTACHMENT 3****ELIGIBLE BUSINESS CARDHOLDERS****Definition and Number of Eligible Participants**

<b>Definition of Eligible Participants</b>	All employees who work at the City of Redmond.
<b>Number of Eligible Participants</b>	Number = 500



**REVIEW DRAFT-NOT FOR SIGNATURE****ATTACHMENT 4****SAMPLE - ORCA BUSINESS CARDHOLDER RULES OF USE**

(Note: business account can customize content for means of communicating with employees.)

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

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

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light rail vehicle does not constitute proof of fare payment or issuance of a valid fare. I will be subject to a fine if the ORCA Card is not "tapped," and I understand I will be personally responsible for any fines that may be imposed.

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

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**REVIEW DRAFT-NOT FOR SIGNATURE****ATTACHMENT 5****ORCA BUSINESS ACCOUNT SECURITY STANDARDS****1.0 Application Security**

- 1.1 At the time the Business Account enters into the ORCA program, the Lead Agency will provide a single Business Account user id and temporary password to the Business Account's Primary Contact (as specified in Attachment 2, *Designated Representatives*, to enable access to the Business Account's area of the Business Account Website.
- 1.2 The Business Account shall immediately change the temporary password to a strong password that meets the following criteria:
- a. Length - At least eight (8) characters in length or the maximum length permitted by the ORCA system, whichever is shorter.
  - b. Elements - Contains one each of at least three (3) of the following four (4) elements.
    1. English upper case letters (A, B, C...)
    2. English lower case letters (a, b, c...)
    3. Westernized Arabic numbers: 0, 1, 2...9
    4. Special characters: (@, #, %...)
- 1.3 The Business Account shall restrict access to the ORCA Business Account Website by providing its user id and password to only the employee(s) who have a business "need to know" and who are authorized by the Business Account as "system user(s)".
- 1.4 Access to the ORCA Business Account Website is restricted to the purpose of authorized administrative support for the ORCA Business Account program
- 1.5 The Business Account's password shall be changed at least quarterly but also immediately upon (a) a system user leaving the Business Account's employment or otherwise losing his/her status as an authorized user; and (b) the Business Account learning that the password has been obtained by unauthorized persons or entities.
- 1.6 The Business Account's Primary Contact will review security policies and guidelines with system users at least quarterly.

**2.0 Physical Security**

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

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**3.0 Incident Management**

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

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Memorandum

**Date:** 11/1/2021  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 21-161  
**Type:** Consent Item

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

Public Works	Dave Juarez	4255562733
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**DEPARTMENT STAFF:**

Public Works	Adnan Shabir	Senior Engineer
Public Works	Paul Cho	Engineering Manager

**TITLE:**  
Approval of the Leary Way Bridge Easement Agreement Renewal

**OVERVIEW STATEMENT:**

The Leary Way bridge is situated over Washington State Department of Natural Resources (WA DNR) Aquatics Land. In 1991 the City signed an Easement Agreement with WA DNR allowing for the bridge to be constructed and remain over DNR Aquatics land. This Agreement is set to expire in October 1, 2021 and must be renewed by January 1, 2022 for continued use of the bridge. DNR allows a grace period of 90 days from the expiration date to renew.

This request is to renew the Easement Agreement with WA DNR for the bridge to remain over DNR Aquatics Land.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
RCW 35A.11.010
- **Council Request:**  
N/A
- **Other Key Facts:**  
The agreement includes an easement for the use of State land for the Leary Way Bridge over the Sammamish River. The term of the agreement is twelve years, from October 1, 2021-September 30, 2033. The City must

apply for a new easement at least one year prior to the end of this term.  
The existing agreement and the new agreement are substantially the same, both provide an Easement for the existing Leary Way Bridge to remain over State Aquatics Land. Some notable differences are as follows:

The existing agreement contained a 30-year term; however, the new agreement has a 12-year standard term. The State does not issue 30-year terms any longer.

Under the existing agreement, the State requires a 5-day advanced notice to be given in case of any substantial work activity in the Easement area. The new agreement has increased this notification period to a minimum 60 days.

**OUTCOMES:**

Renewing the easement agreement allows for the Leary Way Bridge to continue to serve as a critical part of Redmond's transportation infrastructure.

**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:**  
\$1600

**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:***

\$1600 Administrative Fee is a new one-time fee to renew the Easement calculated per State law

**Funding source(s):**  
General Fund -Traffic Operations Division Budget

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

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
10/12/2021	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Easement Agreement must be signed by DNR and the City by January 1, 2022. The Easement Agreement expires on Oct 1, 2021; however, DNR allows a 90-day grace period to renew the Agreement by January 1, 2022.

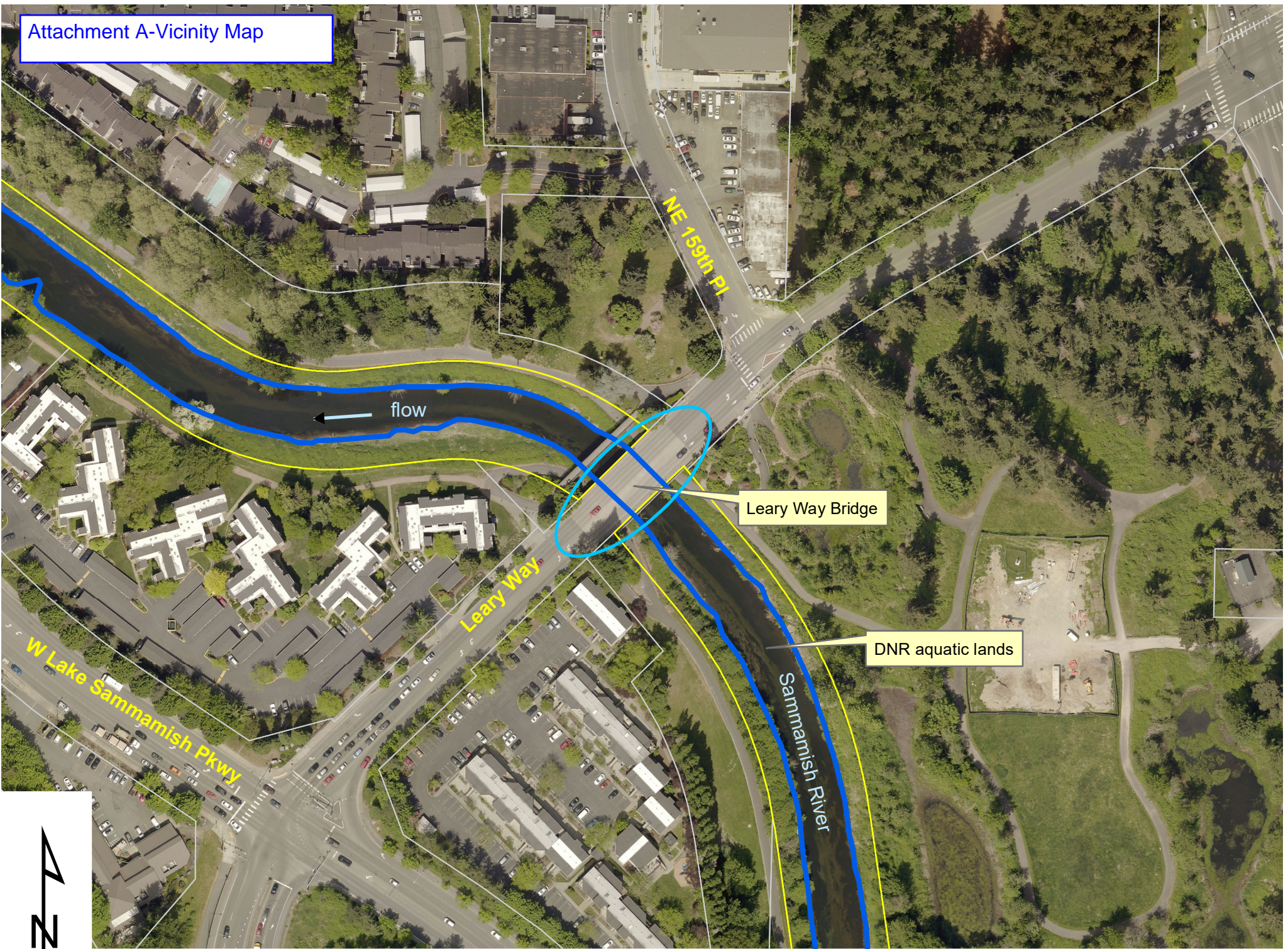
**ANTICIPATED RESULT IF NOT APPROVED:**

Washington State Department of Natural Resources has authority to ask the City to remove the bridge or stop use of the bridge. This would cause a significant transportation impact to the City as the bridge serves as a crucial transportation corridor into Downtown Redmond.

**ATTACHMENTS:**

Attachment A: Leary Way Bridge Vicinity Map  
Attachment B: DNR Easement Agreement

Attachment A-Vicinity Map



Leary Way Bridge

DNR aquatic lands

flow

Leary Way

NE 159th Pl

W Lake Sammamish Pkwy

Sammamish River



240 120 0 240 Feet



2019 aerial

Leary Way Bridge Vicinity Map



When recorded, return to:  
City of Redmond  
15670 NE 85th Street  
Redmond, Washington 98052



**AQUATIC LANDS EASEMENT**

**Easement No. 51-A51893**

Grantor: Washington State Department of Natural Resources  
Grantee(s): City of Redmond  
Abbreviated Legal Description: SE ¼ NE ¼, Section 11, Township 25 North, Range 5 East, W.M.  
Complete Legal Description on Page 28  
Assessor’s Property Tax Parcel or Account Number: Not Applicable  
Assessor’s Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Easement: Not Applicable

THIS EASEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources (“State”), and the CITY OF REDMOND, a government agency (“Grantee”). State has authority to enter into this Easement under Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 of the Revised Code of Washington (RCW).

THEREFORE, the Parties agree as follows:

## SECTION 1 GRANT OF EASEMENT

### 1.1 Easement Defined.

- (a) State grants and conveys to Grantee a nonexclusive in gross easement, subject to the terms and conditions of this agreement, over, upon, and under those bedlands legally described in Exhibit A (“Easement Property”). In this agreement, the term “Easement” means this agreement and the rights granted.
- (b) This Easement is subject to all valid interests of third parties noted in the records of King, County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Easement does not include any right to harvest, collect or damage any natural resources, including, but not limited to, aquatic life or living plants; any water rights; any mineral rights; or any right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) This Easement is not exclusive. State may enter and use the Easement Property for any purpose or permit others to enter and use the Easement Property for any purpose so long as such use does not unreasonably interfere with the rights granted herein.

### 1.2 Survey and Easement Property Descriptions.

- (a) Grantee’s obligation to provide a true and accurate description of the Easement Property and the location of the Improvements existing on the Easement Property is a material term of this Easement. Grantee warrants that the record of survey referenced in Exhibit A includes a true and accurate description of the Easement Property, and the location of the Improvements existing on the Easement Property.
- (b) Unless State has given Grantee written authorization to use such lands, Grantee’s use of any state-owned aquatic lands outside the Easement Property boundaries is a material breach of this Easement and State may seek remedies under Section 14 of this Easement in addition to any other remedies afforded by law or equity or otherwise.

**1.3 Condition of Easement Property.** State makes no representation regarding the condition of the Easement Property, Improvements located on the Easement Property, the suitability of the Easement Property for Grantee’s Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Easement Property, or the existence of hazardous substances on the Easement Property.

## SECTION 2 USE

**2.1 Permitted Use.** This Easement is granted for the purpose of and is limited to:

Existing four lane traffic bridge (Leary Way NE) (the “Permitted Use”).

Exhibit B includes additional details about the Permitted Use, the Easement Property, and the Improvements. The Permitted Use is subject to the restrictions and additional obligations set forth in this Easement. The Permitted Use of this Easement shall not be changed or modified without the written consent of State, which shall be at State's sole discretion.

## **2.2 Restrictions on Permitted Use and Operations.**

- (a) Grantee shall not cause or permit:
  - (1) Damage to land or natural resources on the Easement Property or adjacent state-owned aquatic lands, regardless of whether the damages are a direct or indirect result of the Permitted Use.
  - (2) Waste on the Easement Property or adjacent state-owned aquatic lands; or
  - (3) Deposit of material or filling activity on the Easement Property or adjacent state-owned aquatic lands, unless approved by State in writing. This prohibition includes, without limitation, any deposit of fill, rock, earth, ballast, wood waste, hydrocarbons, refuse, garbage, waste matter (including, but not limited to, chemical, biological, or toxic wastes), pollutants, or other matter.
- (b) Nothing in this Easement shall be interpreted as an authorization to dredge the Easement Property.
- (c) Grantee shall immediately notify State if Grantee breaches any of the terms and conditions of this Easement.
- (d) State's failure to notify Grantee of Grantee's failure to comply with all or any of the restrictions set out in this Paragraph 2.2 does not constitute a waiver of any remedies available to State.
- (e) Grantee's compliance with the restrictions in this Paragraph 2.2 does not limit Grantee's liability under any other provision of this Easement or the law.

**2.3 Conformance with Laws.** Grantee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Grantee's use of the Easement Property.

**2.4 Liens and Encumbrances.** Unless expressly authorized by State in writing, Grantee shall keep the Easement Property free and clear of any liens and encumbrances arising out of or relating to the Permitted Use or Grantee's use of the Easement Property.

## **2.5 Interference with Other Uses.**

- (a) Grantee shall exercise Grantee's rights under this Easement in a manner that minimizes or avoids interference with the rights of State, the public, or others with valid rights to use or occupy the Easement Property or surrounding lands and water.
- (b) To the fullest extent reasonably possible, Grantee shall place and construct Improvements in a manner that allows unobstructed movement in and on the waters above and around the Easement Property.
- (c) Except in an emergency, Grantee shall provide State with written notice regarding the start of construction or other significant activity on Easement Property at least sixty (60) days in advance. "Significant Activity" means any activity that may

affect the use or enjoyment of the Easement Property or adjacent state-owned aquatic lands by the State of Washington, public, or others with valid rights to use or occupy the Easement Property or adjacent state-owned aquatic lands.

- (d) Grantee shall mark the location of any hazards associated with the Permitted Use and any hazards associated with the Improvements in a manner that ensures reasonable notice to the public, including, but not limited to, boaters, kayakers, swimmers, and divers.

### **SECTION 3 TERM**

**3.1 Term Defined.** The term of this Easement is twelve (12) years (the “Term”), beginning on the first day of October, 2021 (the “Commencement Date”), and ending on the thirtieth day of September, 2033 (the “Termination Date”), unless terminated sooner under the terms of this Easement. Whenever the phrase “termination of this Easement” or “termination of the Easement” is used in this Easement, it shall refer to the ending, termination, cancellation, or expiration of the Easement.

**3.2 Renewal of Easement and/or Application for New Easement.**

This Easement does not provide a right of renewal. Grantee may apply for a new Easement, which State has discretion to grant. Grantee must apply for a new Easement at least one (1) year prior to Termination Date.

**3.3 End of Term.**

- (a) **Removal of Improvements:** Prior to the termination of this Easement, Grantee shall remove Improvements in accordance with Section 7.
- (b) **Restoration of the Easement Property:**
  - (1) Prior to the termination of this Easement, Grantee shall restore the Easement Property to its condition prior to Grantee’s Use of the Easement Property.
  - (2) Restoration of the Easement Property is to be done at Grantee’s expense and to the satisfaction of State. Restoration of the Easement Property is considered to be Work, as described in Section 7 of the Easement. Grantee’s plans for restoring the Easement Property shall be submitted to State for prior approval in accordance with Section 7 of this Easement.
  - (3) If Permittee fails to restore the condition of the Easement Property as required by this Paragraph, State may take steps reasonably necessary to remedy Permittee’s failure. Upon demand by State, Permittee shall pay all costs of State’s remedy, lost revenue resulting from the condition of the Easement Property, and administrative costs associated with State’s remedy.
- (c) **Vacation of Property:** Upon the termination of this Easement, Grantee shall cease all operations on and use of the Easement Property.

## SECTION 4 FEES

**4.1 Fee.** For the Term, Grantee shall pay to State an administrative fee calculated in accordance with RCW 79.110.120. Grantee's payment is due thirty (30) days after Grantee receives State's invoice. State's invoice is a "notice" under Section 15 of this Easement; and the invoice shall be deemed received by Grantee when the notice is effective under Section 15.

**4.2 Payment Place.** Grantee shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

## SECTION 5 OTHER EXPENSES

**5.1 Utilities.** Grantee shall pay all fees charged for utilities required or needed by the Permitted Use.

**5.2 Taxes and Assessments.** Grantee shall pay all taxes, assessments, and other governmental charges applicable or attributable to the Easement, the Grantee-Owned Improvements, or the Permitted Use.

**5.3 Proof of Payment.** If required by State, Grantee shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Easement requires Grantee to pay.

## SECTION 6 LATE PAYMENTS AND OTHER CHARGES

**6.1 Failure to Pay.** Failure to pay any fees or other expenses due under this Easement is a breach by Grantee. State may seek remedies in Section 14 as well as late charges and interest as provided in this Section 6. In addition, if Grantee fails to pay any amounts due to third parties under this Easement, State may pay the amount due, and recover its cost in accordance with this Section 6.

**6.2 Late Charge.** If State does not receive any payment within ten (10) days of the date due, Grantee shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

**6.3 Interest Penalty for Past Due Fees and Other Sums Owed.**

- (a) Grantee shall pay interest on the past due fees at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Fees not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Grantee, Grantee shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Grantee of the payment or advance. This includes, but is not limited to State's

payment of taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials, costs of removal and disposal of Improvements under any provision of this Easement, or other amounts not paid when due.

**6.4 Referral to Collection Agency and Collection Agency Fees.** If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Grantee shall pay collection agency fees in addition to the unpaid amount.

**6.5 No Accord and Satisfaction.** If Grantee pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

## **SECTION 7 IMPROVEMENTS, PERSONAL PROPERTY, AND WORK**

### **7.1 Improvements and Personal Property Defined.**

- (a) "Improvements," consistent with RCW 79.105 through 79.140, are additions within, upon, or attached to the Easement Property. Improvements include, but are not limited to, fill, structures and fixtures.
- (b) "Personal Property" means items that can be removed from the Easement Property without (1) injury to the Easement Property, adjacent state-owned lands or Improvements or (2) diminishing the value or utility of the Easement Property, adjacent state-owned lands or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by the State of Washington. State-Owned Improvements include any construction, alteration, or addition to State-Owned Improvements made by Grantee.
- (d) "Grantee-Owned Improvements" are (1) Improvements owned by Grantee that are existing on the Easement Property on the Commencement Date or (2) Improvements made by Grantee with State's consent.
- (e) "Unauthorized Improvements" are Improvements made on the Easement Property during the Term of the Easement without State's prior consent or Improvements made by Grantee that do not conform with plans submitted to and approved by State.
- (f) "Improvements Owned by Others" are Improvements made by others with a right to occupy or use the Easement Property or adjacent state-owned lands.

**7.2 Existing Improvements.** On the Commencement Date, the following Grantee-Owned Improvements are located on the Easement Property: Four lane traffic bridge (Leary Way NE).

### **7.3 Construction, Major Repair, Modification, and Other Work.**

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, and removal of Improvements (collectively "Work").

- (b) Except in an emergency, Grantee shall not conduct any Work without State's prior written consent. Grantee shall obtain State's prior written consent as follows:
  - (1) Grantee shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities, unless Grantee and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Grantee shall submit plans and specifications to State at least ninety (90) days before commencement of Work.
  - (2) State may deny consent if State determines that denial is in the best interests of the State of Washington or if the proposed Work does not comply with Paragraph 7.4. State may impose additional conditions intended to protect and preserve the Easement Property or adjacent state-owned aquatic lands.
  - (3) State will not approve plans to construct new Improvements or expand existing Improvements in or over habitats designated by State as important habitat, including, but not limited to: native aquatic vegetation, commercial geoduck tracts, forage fish spawning areas, and salmon critical habitat. Grantee shall confirm location of important habitat on Property, if any, with State before submitting plans and specifications in accordance with Paragraph 7.3.
- (c) Grantee shall immediately notify State of emergency Work. Upon State's request, Grantee shall provide State with as-built plans and specifications of emergency Work.
- (d) Grantee shall not commence Work until Grantee or Grantee's contractor has:
  - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Grantee or Grantee's contractor shall maintain the performance and payment bond until the costs of the Work, including all laborers and material persons, are paid in full.
  - (2) Obtained all required permits.
  - (3) Provided notice of Significant Activity in accordance with Paragraph 2.5(c).
- (e) Grantee shall preserve and protect Improvements Owned by Others, if any.
- (f) Grantee shall preserve all legal land subdivision survey markers and witness objects ("Markers"). If disturbance of a Marker will be a necessary consequence of Grantee's construction, Grantee shall reference and/or replace the Marker in accordance with all applicable laws and regulations current at the time, including, but not limited to Chapter 58.24 RCW. At Grantee's expense, Grantee shall retain a registered professional engineer or licensed land surveyor to reestablish destroyed or disturbed Markers in accordance with U.S. General Land Office standards.
- (g) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to its natural condition before the Work began. If Work is intended for removal of Improvements at End of Term, Grantee

shall restore the Easement Property in accordance with Paragraph 3.3, End of Term.

- (h) Upon completing Work, Grantee shall promptly provide State with as-built plans and specifications. State may also require Grantee to obtain an updated record of survey showing the Easement Property boundaries and the as-built location of all Improvements on the Easement Property.
- (i) State shall not charge additional fees for authorized Improvements installed by Grantee on the Easement Property during this Term of this Easement, but State may charge additional fees for such Improvements if and when the Grantee or successor obtains a subsequent use authorization for the Easement Property and State has waived the requirement for removal of Improvements as provided in Paragraph 7.5.

**7.4 Standards for Work.** Grantee shall comply with State's standards for Work current at the time Grantee submits plans and specifications for State's approval. Grantee may ascertain State's current standards for Work as follows:

- (a) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Easement, Grantee shall request State to provide Grantee with State's current standards for Work on state-owned aquatic lands.
- (b) Within thirty (30) days of receiving Grantee request, State shall provide Grantee with State's current standards for Work, which will be effective for the purpose of State's approval of Grantee's proposed Work, provided Grantee submits plans and specifications for State's approval within two (2) years of Grantee's request for State's current standards for Work.
- (c) If Grantee fails to (1) make a request for State's current standards for Work or (2) timely submit plans and specifications to State after receiving State's current standards for Work, Grantee shall, at Grantee's sole expense, make changes in plans or Work necessary to conform to State's current standards for Work upon State's demand.

**7.5 Grantee-Owned Improvements at End of Easement.**

- (a) Disposition.
  - (1) Grantee shall remove Grantee-Owned Improvements in accordance with Paragraph 7.3 upon the termination of the Easement unless State waives the requirement for removal.
  - (2) Grantee-Owned Improvements remaining on the Easement Property on the termination of the Easement shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
  - (3) If Grantee-Owned Improvements remain on the Easement Property after the termination of the Easement without State's consent, State may remove all Improvements and Grantee shall pay State's costs of removal and disposal.
- (b) Conditions Under Which State May Waive Removal of Grantee-Owned Improvements.



- (1) State may waive removal of any Grantee-Owned Improvements whenever State determines that it is in the best interests of the State of Washington.
  - (2) If Grantee enters into a new Easement, State may waive requirement to remove Grantee-Owned Improvements. State also may consent to Grantee's continued ownership of Grantee-Owned Improvements.
  - (3) State may waive requirement to remove Grantee-Owned Improvements upon consideration of a timely request from Grantee, as follows:
    - (i) Grantee shall submit its request to leave Grantee-Owned Improvements to State at least one (1) year before the Termination Date.
    - (ii) State, within ninety (90) days of receiving Grantee's request, will notify Grantee whether State consents to any Grantee-Owned Improvements remaining. State has no obligation to grant consent.
    - (iii) State's failure to respond to Grantee's request to leave Improvements within ninety (90) days is a denial of the request.
- (c) Grantee's Obligations if State Waives Removal.
- (1) Grantee shall not remove a Grantee-Owned Improvement if State waives the requirement for removal of that Grantee-Owned Improvement.
  - (2) Grantee shall maintain such Grantee-Owned Improvements in accordance with this Easement until the termination of this Easement. State may require Grantee to take appropriate steps to decommission the structure. Grantee is liable to State for cost of repair if Grantee causes or allows damage to Grantee-Owned Improvements State has designated to remain.
  - (3) State may condition its waiver of removal on Grantee entering into a new Easement for the Grantee-Owned Improvements.

## **7.6 Unauthorized Improvements.**

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) The placement of Unauthorized Improvements on the Easement Property is a breach of this Easement and State may require removal of any or all Unauthorized Improvements. If State requires removal of Unauthorized Improvements and if Grantee fails to remove the Unauthorized Improvements, State may remove the Unauthorized Improvements and Grantee shall pay for the cost of removal and disposal.
- (c) In addition to requiring removal of Unauthorized Improvements, State may charge Grantee a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until the time the Unauthorized Improvements are removed.
- (d) If State consents to Unauthorized Improvements remaining on the Easement Property, upon State's consent, the Unauthorized Improvements will be treated as Grantee-Owned Improvements and the removal and ownership of such Improvements shall be governed by Paragraph 7.5. If State consents to the Unauthorized Improvements remaining on the Easement Property, State may charge a use fee that is sixty percent (60%) higher than the full market value of

the use of the land for the Unauthorized Improvements from the time of installation or construction until State consents.

#### **7.7 Personal Property.**

- (a) Grantee retains ownership of Personal Property unless Grantee and State agree otherwise in writing.
- (b) Grantee shall remove Personal Property from the Easement Property by the termination of the Easement. Grantee is liable for damage to the Easement Property and to any Improvements that may result from removal of Personal Property.
- (c) State may remove, sell, or dispose of all Personal Property left on the Easement Property after the termination of the Easement.
  - (1) If State conducts a sale of Personal Property, State shall first apply proceeds to State's costs of removing the Personal Property, State's costs in conducting the sale, and any other payment due from the Grantee to State. State shall pay the remainder, if any, to the Grantee. Grantee shall be liable for any costs of removing the Personal Property and conducting the sale that exceed the proceeds received by State.
  - (2) If State disposes of Personal Property, Grantee shall pay for the cost of removal and disposal.

### **SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION**

#### **8.1 Definitions.**

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care established under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70A.305 RCW.
- (d) "Grantee and affiliates" when used in this Section 8 means Grantee or Grantee's subgrantees, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Easement Property with the Grantee's permission.
- (e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

#### **8.2 General Conditions.**

- (a) Grantee's obligations under this Section 8 extend to the area in, on, under, or above:
  - (1) The Easement Property and

- (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
  - (1) Grantee shall exercise the utmost care with respect to Hazardous Substances.
  - (2) As relates to the Permitted Use, Grantee shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

### **8.3 Current Conditions and Duty to Investigate.**

- (a) State makes no representation about the condition of the Easement Property or adjacent state-owned aquatic lands. Hazardous Substances may exist in, on, under, or above the Easement Property or adjacent state-owned aquatic lands.
- (b) This Easement does not impose a duty on State to conduct investigations or supply information to Grantee about Hazardous Substances.
- (c) Grantee is responsible for conducting all appropriate inquiry and gathering sufficient information concerning the Easement Property and the existence, scope, and location of Hazardous Substances on or near the Easement Property necessary for Grantee to meet Grantee's obligations under this Easement and utilize the Easement Property for the Permitted Use.

### **8.4 Use of Hazardous Substances.**

- (a) Grantee and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Grantee shall not undertake, or allow others to undertake by Grantee's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to the Permitted Use results in a violation of law:
  - (1) Grantee shall submit to State any plans for remedying the violation, and
  - (2) Grantee shall implement any measures to restore the Easement Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

### **8.5 Management of Contamination.**

- (a) Grantee and affiliates shall not undertake activities that:
  - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
  - (2) Result in human or environmental exposure to contaminated sediments, if any;
  - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.

- (b) If requested, Grantee shall allow reasonable access to:
  - (1) Employees and authorized agents of the United States Environmental Protection Agency (EPA), the Washington State Department of Ecology, health department, or other similar environmental agencies; and
  - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Easement Property. Grantee may negotiate an access agreement with such parties, but Grantee may not unreasonably withhold such agreement.

## **8.6 Notification and Reporting.**

- (a) Grantee shall immediately notify State if Grantee becomes aware of any of the following:
  - (1) A release or threatened release of Hazardous Substances;
  - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
  - (3) Any lien or action arising from Hazardous Substances;
  - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
  - (5) Any notification from the EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Substances is or may be required at the Easement Property.
- (b) Grantee's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a), and to any other property used by Grantee in conjunction with the Easement Property if a release of Hazardous Substances on the other property could affect the Easement Property.
- (c) Grantee shall provide State with copies of all documents Grantee submits to any federal, state, or local authorities concerning environmental impacts or proposals relative to the Easement Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollutant Discharge Elimination System permits (NPDES); U.S. Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality Certifications; Substantial Shoreline Development permits; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Easement Property.

## **8.7 Indemnification.**

- (a) Grantee shall fully indemnify, defend, and hold harmless State from and against any Liabilities that arise out of, or relate to:
  - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property;
  - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property.

- (b) Grantee shall fully indemnify, defend, and hold harmless State for any Liabilities that arise out of or relate to Grantee's breach of obligations under Paragraph 8.5.
- (c) If Grantee fails to exercise care as described in Paragraph 8.2(b)(2), Grantee shall fully indemnify, defend, and hold harmless State from and against Liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances.

#### **8.8 Reservation of Rights.**

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all such rights, claims, immunities, and defenses that either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

#### **8.9 Cleanup.**

- (a) If Grantee's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standards, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) Grantee may undertake a cleanup of the Easement Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Grantee cooperates with the Department of Natural Resources in development of cleanup plans. Grantee shall not proceed with Voluntary Cleanup without the Department of Natural Resources' approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Easement. Grantee's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Easement.

#### **8.10 Sampling by State, Reimbursement, and Split Samples.**

- (a) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Easement Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Grantee's obligations regarding Hazardous Substances under this Easement, Grantee shall promptly reimburse State for all costs associated with such Tests, provided State gave Grantee thirty (30) days' advance notice in nonemergencies, and reasonably practical notice in emergencies.

- (c) In nonemergencies, Grantee is entitled to obtain split samples of Test samples, provided Grantee gives State written notice requesting split samples at least ten (10) days before State conducts Tests. Upon demand, Grantee shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Easement Property, the conducting Party shall provide the other Party with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Grantee shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

## **SECTION 9 NATURE OF ESTATE AND ASSIGNMENT**

This Easement shall be in gross for the sole benefit of Grantee's use associated with the Permitted Use. This Easement shall not run with the land. This Easement is indivisible. Grantee shall not sell, convey, mortgage, assign, pledge, grant franchises for, or otherwise transfer or encumber any part of Grantee's interest in this Easement or any part of Grantee's interest in the Easement Property without State's prior written consent, which shall be at State's sole discretion. State reserves the right to reasonably change the terms and conditions of this Easement upon State's consent to requests made under this Section 9.

## **SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE**

### **10.1 Indemnity.**

- (a) Grantee shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use, any Claim arising out of activities related to the Permitted Use, or any Claim arising out of the use of the Easement Property by Grantee, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees to the fullest extent permitted by law and subject to the limitations provided below.
- (b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury; sickness; disease; death; damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources; and loss of natural resource values. "Damages to tangible property" includes, but is not limited to, physical injury to the Easement Property diminution in value, and/or damages resulting from loss of use of the Easement Property.
- (c) State shall not require Grantee to indemnify, defend, and hold harmless State, its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State or State's employees, officials, officers, or agents.

- (d) Grantee specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Grantee's obligation under this Easement to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the workers' compensation acts.
- (e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim, is caused by or results from the concurrent negligence of (a) State or State's employees, officials, officers, or agents and (b) the Grantee or Grantee's agents or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Grantee and those acting on its behalf.
- (f) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Grantee's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

## **10.2 Insurance Terms.**

- (a) Insurance Required.
  - (1) At its own expense, Grantee shall procure and maintain during the Term, the insurance coverages and limits described in this Paragraph 10.2 and in Paragraph 10.3, Insurance Types and Limits. State may terminate this Easement if Grantee fails to maintain required insurance.
  - (2) Unless State agrees to an exception, Grantee shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Grantee may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
  - (3) All general liability, excess, umbrella, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as an additional insured by way of endorsement.
  - (4) All property, builder's risk, and equipment breakdown insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as loss payees.
  - (5) All insurance provided in compliance with this Easement must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
  - (1) Grantee waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Easement covers these damages.

- (2) Except as prohibited by law, Grantee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this Easement.
- (c) Proof of Insurance.
  - (1) Grantee shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Easement and, if requested, copies of policies to State.
  - (2) The certificate(s) of insurance must reference the Easement number.
  - (3) Receipt of such certificates, endorsements, or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Easement, as follows:
  - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
  - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
  - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
  - (2) Grantee shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Grantee fails to procure and maintain the insurance described above within fifteen (15) days after Grantee receives a notice to comply from State, State may either:
  - (1) Terminate this Easement, or
  - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Grantee shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Grantee's repayment.
- (g) General Terms.
  - (1) State does not represent that coverage and limits required under this Easement are adequate to protect Grantee.
  - (2) Coverage and limits do not limit Grantee's liability for indemnification and reimbursements granted to State under this Easement.
  - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to Easement Property first to restore the Easement Property, then to pay the cost of the reconstruction, then to pay State any sums in arrears, and then to Grantee.



### 10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
  - (1) Grantee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Easement Property and/or arising out of the Permitted Use and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the “each occurrence” limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the “each occurrence” limit.
  - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
  - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers’ Compensation.
  - (1) State of Washington Workers’ Compensation.
    - (i) Grantee shall comply with all State of Washington workers’ compensation statutes and regulations. Grantee shall provide workers’ compensation coverage for all employees of Grantee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with the Permitted Use or related activities.
    - (ii) If Grantee fails to comply with all State of Washington workers’ compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Grantee shall indemnify State. Indemnity shall include all fines; payment of benefits to Grantee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
  - (2) Longshore and Harbor Workers’ and Jones Acts. The Longshore and Harbor Workers’ Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 30104) may require Grantee to provide insurance coverage in some circumstances. Grantee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with the law. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers’ Liability Insurance. Grantee shall procure employers’ liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by

accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

(d) Property Insurance.

- (1) Grantee shall buy and maintain property insurance covering all real property and fixtures, equipment, Improvements and betterments (regardless of whether owned by Grantee or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived. The policy must include State as a loss payee.
- (2) Grantee shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, Improvements and betterments (regardless of whether owned by Grantee or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.
- (3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned on such proceeds, for use according to the terms of this Easement. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).
- (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
  - (i) Repair and restore damaged Improvements to their former condition, or
  - (ii) Replace and restore damaged Improvements with new Improvements on the Easement Property of a quality and usefulness at least equivalent to, or more suitable than, damaged Improvements.

#### 10.4 Financial Security.

- (a) On the Commencement Date of this Easement, Grantee is not required to procure and maintain a corporate security bond or other financial security (“Security”). During the Term of this Easement, State may require Grantee to procure and maintain Security upon any of the events listed in Paragraph 10.4(c)(1).
- (b) All Security must be in a form acceptable to State.
  - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best’s Insurance Reports, unless State approves an exception in writing. Grantee may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.

- (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
- (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
  - (1) State may require an adjustment in the Security amount:
    - (i) As a condition of approval of assignment of this Easement,
    - (ii) Upon a material change in the condition or disposition of any Improvements, or
    - (iii) Upon a change in the Permitted Use.
  - (2) Grantee shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any breach by Grantee in its obligations under this Easement, State may collect on the Security to offset the liability of Grantee to State. Collection on the Security does not (1) relieve Grantee of liability, (2) limit any of State's other remedies, (3) reinstate the Easement or cure the breach or (4) prevent termination of the Easement because of the breach.

## SECTION 11 MAINTENANCE AND REPAIR

**11.1 State's Repairs.** State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Easement Property, or any part thereof, during the Term.

**11.2 Grantee's Repairs and Maintenance.**

- (a) Grantee shall, at its sole cost and expense, keep and maintain the Easement Property and all Grantee-Owned Improvements in good order and repair, in a clean, attractive, and safe condition. Grantee shall repair all damage caused or permitted by Grantee to Improvements Owned by Others on the Easement Property.
- (b) Grantee shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Easement Property or to any Grantee-Owned Improvements on the Easement Property that may be required by any public authority having jurisdiction over the Easement Property and requiring it for public health, safety and welfare purposes.
- (c) Except as provided in Paragraph 11.2(d), all additions, repairs, alterations, maintenance, replacements or changes to the Easement Property and to any Grantee-Owned Improvements on the Easement Property shall be made in accordance with, and ownership shall be governed by, Section 7 above.
- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Grantee-Owned Improvements.

Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

- (e) Upon completion of maintenance activities, Grantee shall remove all debris and restore the Easement Property to the condition prior to the commencement of Work.

## **SECTION 12 DAMAGE OR DESTRUCTION**

### **12.1 Damage to Improvements.**

- (a) In the event of any damage to or destruction of any Improvements on the Easement Property, Grantee shall immediately notify State, with subsequent written notice to State within five (5) days.
- (b) Grantee shall be solely responsible for any reconstruction, repair, or replacement of any Grantee-Owned Improvements. If Grantee elects not to reconstruct, repair, or replace all or a portion of any damaged Improvements, Grantee shall promptly remove any damaged or destroyed Improvements and restore the Easement Property. Any reconstruction, repair, or replacement of Improvements is governed by Section 7 Improvements, Personal Property, and Work, and Section 11, Maintenance and Repair, and any Additional Obligations in Exhibit A.
- (c) If Grantee is in breach of this Easement at the time damage or destruction occurs to Grantee-Owned Improvements, State may elect to terminate the Easement without giving Grantee an opportunity to cure, and State may retain any insurance proceeds payable as a result of the damage or destruction.

### **12.2 Damage to Land or Natural Resources**

- (a) In the event of any damage to or destruction to the land or natural resources on the Easement Property, Grantee shall immediately notify State, with subsequent written notice to State within five (5) days. In the event of any damage or destruction to land or natural resources on adjacent state-owned aquatic lands that is attributable to Grantee's use of the Property, to the Permitted Use, or to related activities, Grantee shall immediately notify State, with subsequent written notice to State within five (5) days.
- (b) Grantee, at Grantee's sole cost, shall remedy any damages to land or natural resources on the Easement Property and adjacent state-owned aquatic lands that are attributable to Grantee's use of the Property, the Permitted Use, or related activities, in accordance with a plan approved by State. Grantee shall also compensate State for any lost or damaged natural resource values in accordance with Paragraph 12.2(c).
- (c) Compensation for lost resource values:
  - (1) If damages to the land or natural resources result in lost or damaged natural resource values, Grantee shall compensate State with (1) monetary compensation; (2) the completion of a project approved by State that includes replacing, enhancing, or otherwise providing in-kind habitats, resources, or environments on other state-owned aquatic lands in order to

offset the damage and impacts; or (3) a mixture of both monetary compensation and a project. State shall have the discretion to determine if Grantee will compensate with monetary compensation, a project, or both. If State requires monetary compensation, the value of damages shall be determined in accordance with Paragraph 12.2(c)(2).

- (2) If State requires monetary compensation under Paragraph 12.2(c)(1), unless the Parties otherwise agree on the value, a three-member panel of professional appraisers or resource economists will determine the measure of lost resource values, and issue a written decision. The appraisers or resource economists shall be qualified to assess economic value of natural resources. State and Grantee each shall appoint and compensate one member of the panel. By consensus, the two appointed members shall select the third member, who will be compensated by State and Grantee equally. The panel shall base the calculation of compensation on generally accepted valuation principles. The written decision of the majority of the panel shall bind the Parties.
- (d) If damage to land or natural resources on the Easement Property or adjacent state-owned aquatic lands are attributable to Grantee's use of the Property, to the Permitted Use, or to related activities, or if such damage occurs when Grantee is in breach of the Easement, State may elect to terminate the Easement in accordance with Section 14. If State elects to terminate the Easement, Grantee is still responsible for restoring any damages to land or natural resources on the Easement Property and adjacent state-owned aquatic lands, and for compensating State for any lost resource values in accordance with Paragraph 12.2(c). State may retain any insurance proceeds payable as a result of the damage or destruction.
- (e) State may, with or without terminating the Easement, at the sole expense of Grantee, remedy any damages and complete a project that offsets lost or damaged natural resource values. If State takes any such actions, upon demand by State, Grantee shall pay all costs incurred by State.

**12.3 State's Waiver of Claim.** State does not waive any claims for damage or destruction of the Easement Property or adjacent state-owned aquatic lands unless State provides written notice to Grantee of each specific claim waived.

**12.4 Insurance Proceeds.** Grantee's duties under Paragraphs 12.1 and 12.2 are not conditioned upon the availability of any insurance proceeds to Grantee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

## SECTION 13 CONDEMNATION

In the event of condemnation, the Parties shall allocate the condemnation award between State and Grantee based upon the ratio of the fair market value of (1) Grantee's rights in the Easement Property and Grantee-Owned Improvements and (2) State's interest in the Easement Property; the reversionary interest in Grantee-Owned Improvements, if any; and State-Owned

Improvements, if any. In the event of a partial taking, the Parties shall compute the ratio based on the portion of Easement Property or Improvements taken. If Grantee and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

## SECTION 14 REMEDIES AND TERMINATION

**14.1 Termination by Breach.** State may terminate this Easement upon Grantee's failure to cure a breach of the terms and conditions of this Easement. Unless otherwise stated in this Easement, State shall provide Grantee written notice of breach, and Grantee shall have sixty (60) days after receiving the notice to cure the breach. State may extend the cure period if breach is not reasonably capable of cure within sixty (60) days. This sixty (60) day cure period does not apply where State terminates this Easement under Paragraph 10.2(f) or Paragraph 12.1(c).

**14.2 Termination by Nonuse.** If Grantee does not use the Easement Property for a period of three (3) successive years, this Easement terminates without further action by State and Grantee's rights revert to State. Grantee shall still be responsible for complying with all end of Term requirements.

**14.3 Termination by Grantee.** Grantee may terminate this Easement upon providing State with sixty (60) days written notice of intent to terminate. If Grantee terminates under this Paragraph, the date of Grantee's termination shall be deemed the Termination Date and Grantee shall comply with all end of Term requirements. Grantee is not entitled to any refunds of Easement fees already paid to State.

**14.4 Remedies Not Exclusive.** The remedies specified under this Section 14 are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Grantee's breach or threatened breach of any provision of this Easement.

## SECTION 15 NOTICE AND SUBMITTALS

**15.1 Notice.** Following are the locations for delivery of notice and submittals required or permitted under this Easement. Any Party may change the place of delivery upon ten (10) days' written notice to the other.

State: Department of Natural Resources  
950 Farman Ave North  
Enumclaw, WA 98022  
aquaticleasing.shoreline@dnr.wa.gov

Grantee: City of Redmond  
15670 NE 85<sup>th</sup> Street  
Redmond, Washington 98052  
abirney@redmond.gov

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Easement number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

**15.2 Contact Persons.** On the Commencement Date, the following persons are designated day-to-day contact persons. Any Party may change the Contact Person upon reasonable notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES  
Shoreline District  
950 Farman Ave North  
Enumclaw, WA 98022  
aquaticleasing.shoreline@dnr.wa.gov

Grantee: Adnan Shabir, Bridge Program Manager  
(425) 556-2776  
(425) 556-2820 Fax  
ashabir@redmond.gov

## SECTION 16 MISCELLANEOUS

**16.1 Authority.** Grantee and the person or persons executing this Easement on behalf of Grantee represent that Grantee is qualified to do business in the State of Washington, that Grantee has full right and authority to enter into this Easement, and that each and every person signing on behalf of Grantee is authorized to do so. Upon State's request, Grantee shall provide evidence satisfactory to State confirming these representations.

**16.2 Successors and Assigns.** Subject to the limitations set forth in Section 9, this Easement binds and inures to the benefit of the Parties, their successors, and assigns.

**16.3 Headings.** The headings used in this Easement are for convenience only and in no way define, limit, or extend the scope of this Easement or the intent of any provision.

**16.4 Entire Agreement.** This Easement, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Easement merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Easement Property.

**16.5 Waiver.**

- (a) The waiver of any breach or default of any term, covenant, or condition of this Easement is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this

Easement. State's acceptance of a payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.

- (b) The renewal of the Easement, extension of the Easement, or the issuance of a new Easement to Grantee, does not waive State's ability to pursue any rights or remedies under the Easement.

**16.6 Cumulative Remedies.** The rights and remedies of State under this Easement are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

**16.7 Time is of the Essence.** TIME IS OF THE ESSENCE as to each and every provision of this Easement.

**16.8 Language.** The word "Grantee" as used in this Easement applies to one or more persons and regardless of gender, as the case may be. The singular includes the plural, and the neuter includes the masculine and feminine. If there is more than one Grantee, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Grantee in the collective. The word "Party" means either or both State and Grantee, depending on the context.

**16.9 Invalidity.** The invalidity, voidness, or illegality of any provision of this Easement does not affect, impair, or invalidate any other provision of this Easement.

**16.10 Applicable Law and Venue.** This Easement is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Easement is in the Superior Court for Thurston County, Washington.

**16.11 Statutory Reference.** Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

**16.12 Recordation.** At Grantee's expense and no later than thirty (30) days after receiving the fully-executed Easement, Grantee shall record this Easement in the county in which the Easement Property is located. Grantee shall include the parcel number of the upland property used in conjunction with the Easement Property, if any. Grantee shall provide State with recording information, including the date of recordation and file number. If Grantee fails to record this Easement, State may record this Easement and Grantee shall pay the costs of recording upon State's demand.

**16.13 Modification.** No modification of this Easement is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

**16.14 Survival.** Any obligations of Grantee not fully performed upon termination of this Easement do not cease, but continue as obligations of the Grantee until fully performed.



**16.15 Exhibits and Attachments.** All referenced exhibits and attachments are incorporated in this Easement unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF REDMOND

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
By: Angela Birney  
Title: Mayor  
Address: 15670 NE 85th Street  
3rd Floor  
Redmond, WA 98052  
Phone: (425) 556-2101

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
By: Katrina Lassiter  
Title: Acting Deputy Supervisor for  
Aquatics Division  
Address: 950 Farman Ave North  
Enumclaw, WA 98022

Aquatic Lands Easement  
Template approved as to form this  
24th day of March 2021  
Jennifer Clements, Assistant Attorney General  
Aquatic Lands Easement (3/24/2021)

REPRESENTATIVE ACKNOWLEDGMENT

*Notarized online using audio-video communication*

STATE OF )  
 ) ss  
County of )

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: \_\_\_\_\_, 20\_\_

(Seal or stamp)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of  
Washington, residing at

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE ACKNOWLEDGMENT

*Notarized online using audio-video communication*

STATE OF WASHINGTON)

) ss.

County of

)

I certify that I know or have satisfactory evidence that KATRINA LASSITER is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Acting Deputy Supervisor of Aquatic Resources for the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: \_\_\_\_\_, 20\_\_

(Seal or stamp)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of  
Washington, residing at

\_\_\_\_\_

My appointment expires \_\_\_\_\_

## EXHIBIT A

### Agreement Number 51-A51893

#### **Legal description of the Property:**

That real property legally described and shown as Easement No. 51-A51893 in that Record of Survey recorded in King County, Washington on August 24, 2021 under Auditor's File Number 20210824900020 and in Book 453 of Surveys at Page 84-85.

#### **Square Footage of Easement:**

Total Shorelands: 1,389  
Total Bedlands: 3,759

Total Square Feet: 5,148

## **EXHIBIT B**

### **1. DESCRIPTION OF PERMITTED USE**

#### **A. Existing Facilities.**

Continued use of an existing four lane traffic bridge (Leary Way NE) located over the Sammamish River within the City of Redmond located in King County.

#### **B. Proposed Work.**

Grantee proposes no new facilities or Work.

### **2. ADDITIONAL OBLIGATIONS**

None



Memorandum

Date: 11/1/2021  
Meeting of: City Council Special Meeting

File No. AM No. 21-162  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Judy Fani	Real Property Specialist
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**TITLE:**

Approval of a Resolution Setting December 7, 2021, as the Date for a Public Hearing on the Vacation of a Portion of the Public Right-of-Way at the NW Corner of Redmond Way and 168<sup>th</sup> Ave. NE (Aria Flats Development)

- a. Resolution No. 1549: A Resolution of the City Council of the City of Redmond, Washington, Setting December 7, 2021, as the Date for a Public Hearing on the Vacation of a Portion of the Road Right-of-Way at the Northwest Corner of the Intersection of Redmond Way and 168<sup>th</sup> Ave. NE (Aria Flats Development)

**OVERVIEW STATEMENT:**

A ROW vacation petition was submitted by the owner/developer of Aria Flats requesting that the City vacate 1 square foot of Aria Flat’s property that encroaches into the public Right-of-Way at the NW corner of Redmond Way and 168<sup>th</sup> Ave. NE. Aria Flats is a multi-family residential development located at 7705 168<sup>th</sup> Ave NE and is substantially complete.

At the October 26,2021 Finance, Administration and Communications Committee of the Whole, Council requested that the Resolution be placed on the November 1, 2021 Consent agenda.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

- Receive Information
- Provide Direction
- Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
The ROW Vacation Petition meets the requirements of RCW 35.79, which also requires the Council to approve a

resolution to hold a public hearing on the ROW vacation.

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

**OUTCOMES:**

The 1 square foot vacation, if approved, would have minimal impact to the public ROW and will not impact access to any adjacent parcels.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
A public hearing is anticipated to be held on December 7, 2021.
- **Outreach Methods and Results:**  
Public hearings are published in the City Council agendas and notice is posted at City Hall.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

Revenue impact - Applicant paid an application fee to cover all costs to process the petition.

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)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
10/26/2021	Committee of the Whole - Finance, Administration, and Communications	Receive Information

**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
12/7/2021	Business Meeting	Approve

**Time Constraints:**

Owner and financial lenders would like to know the outcome of the ROW Vacancy Petition by the end of this year.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the ROW Vacancy Petition is not approved, the owner/developer will have to draw up new plans, have them approved, and restage to modify the building so that it does not encroach into the public right of way.

**ATTACHMENTS:**

Attachment A: Resolution and Petition



**ATTACHMENT A**

**CITY OF REDMOND  
RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, SETTING DECEMBER 7, 2021, AS THE DATE FOR A PUBLIC HEARING ON THE VACATION OF A PORTION OF THE ROAD RIGHT-OF-WAY AT THE NORTHWEST CORNER OF THE INTERSECTION OF REDMOND WAY AND 168<sup>TH</sup> AVE. NE (ARIA FLATS DEVELOPMENT)

---

WHEREAS, a petition as depicted in Exhibit C has been submitted requesting the vacation of a portion of the road right-of-way at the northwest corner of the intersection of Redmond Way and 168th Avenue NE; and

WHEREAS, the petition was signed by the owner of one hundred percent of the property abutting on the portion of the right-of-way sought to be vacated; and

WHEREAS, pursuant to RCW 35.79.010, the Redmond City Council is required to set the date for a public hearing on the requested vacation.

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

Section 1.      Hearing. Pursuant to RCW 35.79.010, a public hearing is hereby set before the Redmond City Council for December 7, 2021, at 7:00 p.m., or as soon thereafter as the matter may be heard, in order to receive public testimony and consider the proposed vacation of a portion of the road right-of-way at the

northwest corner of the intersection of Redmond Way and 168th Avenue NE; as legally described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and incorporated herein by this reference as if fully set forth. The hearing will be held in the City Council Chambers of Redmond City Hall, 15670 NE 85th Street, Redmond, Washington.

Section 2. Notice. The Planning Department is hereby directed to post written notice of the hearing in three of the most public places in the City and in a conspicuous place upon the area proposed for vacation. Such notice shall be posted at least twenty (20) days in advance of the hearing. The notice shall contain a statement that a petition has been filed to vacate that portion of the road right-of-way at the northwest corner of the intersection of Redmond Way and 168th Avenue NE within the boundaries of the Aria Flats development. The notice shall also contain a statement of the time and place fixed for the hearing

ADOPTED by the Redmond City Council on this 1st day of  
November 2021.

APPROVED:

---

ANGELA BIRNEY, MAYOR

ATTEST/AUTHENTICATED:

---

CHERYL D. XANTHOS, MMC, CITY CLERK (SEAL)

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO. \_\_\_\_\_

## Exhibit A

### RIGHT OF WAY VACATION DESCRIPTION

THAT PORTION REDMOND WAY RIGHT OF WAY DEDICATED PER DEED RECORDING NUMBER 20190820000629 RECORDS OF KING COUNTY, WASHINGTON, LYING WITHIN A PORTION OF PARCEL A, COLLINS LOT LINE REVISION NO. LLR 99-007, RECORDED IN VOLUME 136 OF SURVEYS, PAGE 137, UNDER RECORDING NO. 20000316900005, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING ON THE WEST LINE OF SAID PARCEL A BEING THE NORTHWEST CORNER OF SAID RIGHT OF WAY DEDICATION;  
THENCE SOUTH  $65^{\circ}40'21''$  EAST, ALONG THE NORTH RIGHT OF WAY MARGIN OF SAID REDMOND WAY AS DEDICATED UNDER SAID DEDICATION, A DISTANCE OF 93.35 FEET TO A TANGENT CURVE, CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00 FEET;  
THENCE EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 7.70 FEET THROUGH A CENTRAL ANGLE OF  $17^{\circ}38'12''$  TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID CURVE SOUTH  $65^{\circ}59'25''$  EAST, A DISTANCE OF 1.85 FEET;

THENCE SOUTH  $23^{\circ}35'33''$  WEST, A DISTANCE OF 0.19 FEET;

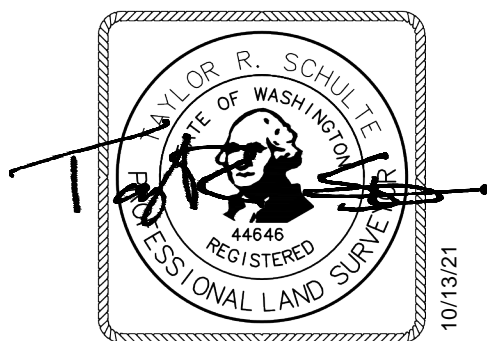
THENCE SOUTH  $66^{\circ}24'27''$  EAST, A DISTANCE OF 0.77 FEET;

THENCE NORTH  $23^{\circ}35'33''$  EAST, A DISTANCE OF 1.16 FEET TO THE SAID CURVE HAVING A RADIUS 25.00 FEET AND A RADIAL BEARING TO THE CENTER WHICH BEARS NORTH  $00^{\circ}17'55''$  EAST;

THENCE WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 2.79 FEET THROUGH A CENTRAL ANGLE OF  $06^{\circ}23'32''$  TO THE TRUE POINT OF BEGINNING;

CONTAINING AN AREA OF 1 SQUARE FOOT;

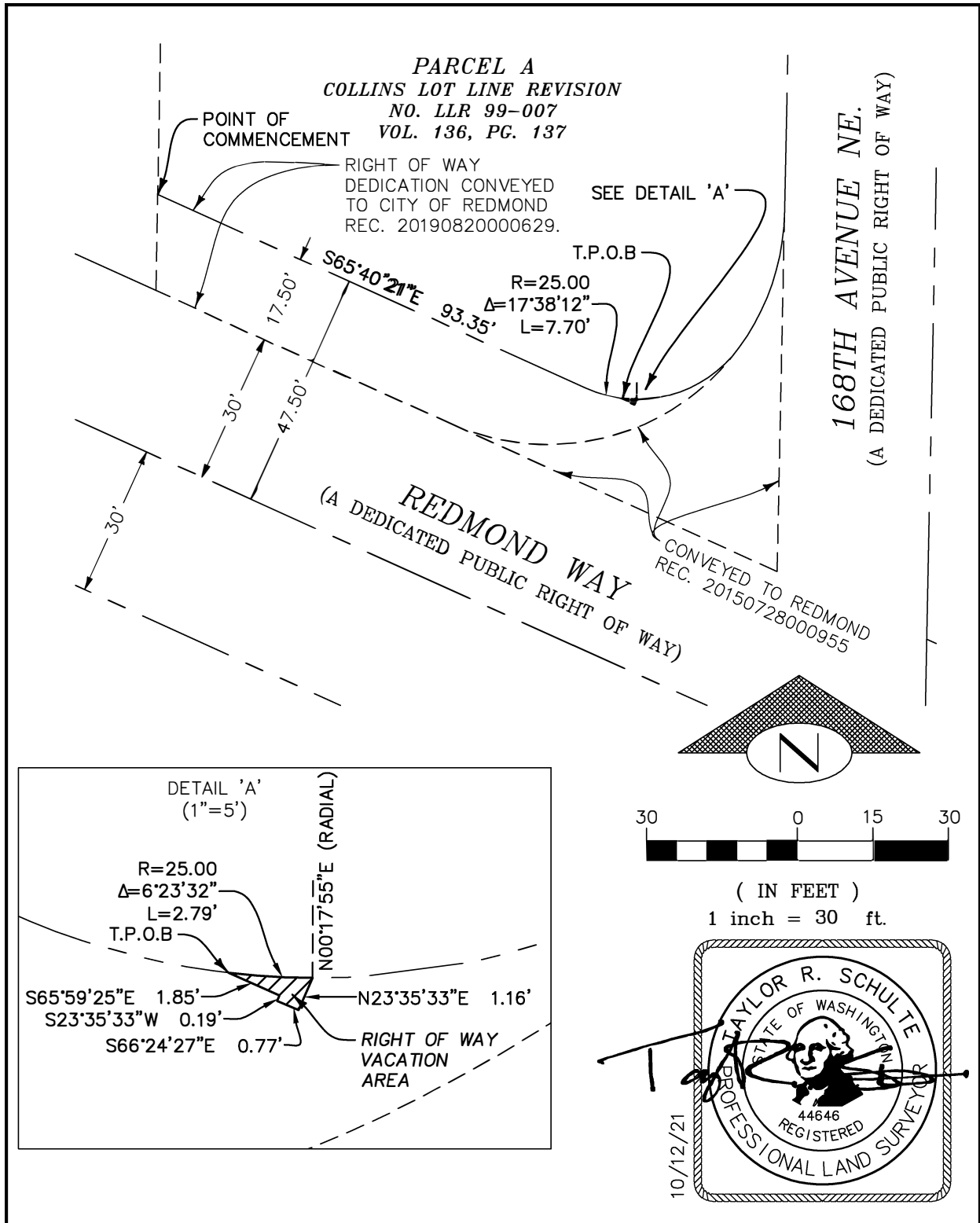
SITUATE IN THE CITY OF REDMOND, KING COUNTY, WASHINGTON.



ARIA FLATS, LLC  
ARIA FLATS  
TAYLOR R. SCHULTE, P.L.S. NO. 44646  
BRH JOB NO. 2017232.10  
OCTOBER 12, 2021

BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144

**Exhibit B**



RIGHT OF WAY VACATION EXHIBIT  
**ARIA FLATS**  
 ARIA FLATS, LLC  
 REDMOND, WASHINGTON



**BUSH, ROED & HITCHINGS, INC.**  
 LAND SURVEYORS & CIVIL ENGINEERS

2009 MINOR AVE. EAST  
 SEATTLE, Washington  
 98102-3513

(206) 323-4144  
 DATE:10/12/21  
 JOB NO.:2017232.10

Exhibit C



RIGHT-OF-WAY VACATION PETITION

Applicant Information

Name: Aria Flats LLC

Address: 7705 168<sup>th</sup> Avenue, Redmond, WA

Email Address: tejalp@pastakiallc.com

Phone: 206-669-6023

Interest in Property:  Owner  Agent  Purchaser  Other: \_\_\_\_\_

Please make application fee check payable to the "City of Redmond"

---

Vacation Information

Legal Description of Street, Alley, or Public Easement to be Vacated:  
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST  
QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST,  
W.M., IN KING COUNTY, WASHINGTON, LYING SOUTH OF THE  
SOUTHERLY MARGIN OF COUNTY ROAD NO. 117, (ALSO KNOWN AS  
NORTHEAST 79TH STREET,) 60 FEET IN WIDTH AND NORTHERLY OF  
THE NORTHEASTERLY MARGIN OF STATE  
ROAD NO. 2, (ALSO KNOWN AS REDMOND WAY,) 60 FEET IN WIDTH;  
EXCEPT THE WEST 1,171.63 FEET THEREOF;  
ALSO EXCEPT THE EAST 30 FEET CONVEYED TO THE KING COUNTY BY  
DEED RECORDED UNDER RECORDING  
NO. 632143;  
AND EXCEPT THE NORTH 235.49 FEET THEREOF.  
(ALSO KNOWN AS PARCEL A, COLLINS LOT LINE REVISION NO. LLR 99-  
007, RECORDED IN VOLUME 136 OF SURVEYS, PAGE 137 UNDER  
RECORDING NO. 20000316900005, RECORDS OF KING COUNTY,



WASHINGTON); EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NO. 20150728000955, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Size of Street, Alley, or Public Easement to be Vacated in square feet:  
1 SF

Tax Parcel Number: 122505-9093

Does the Street, Alley, or Public Easement to be Vacated abut any body of water? **NO** If so, please describe:

\_\_\_\_\_  
\_\_\_\_\_

Will the vacation result in any parcel of land being denied direct access?

**NO**

How is the vacation in the public interest?

**There is minimal impact to the ROW.**

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Petition

We, the owners of two-thirds of the real property abutting the right-of-way (street, alley, or other public way) legally described in this petition (or in the attached exhibits), petition the City Council of the City of Redmond, Washington, to vacate this street, alley, public easement, or part thereof.

**Abutting Property Owners:**

Property 1

Name (Printed):**NA**



Address and Legal Description of Signatory's Property

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Property 2

Name (Printed): NA

Address and Legal Description of Signatory's Property

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Property 3

Name (Printed): NA

Address and Legal Description of Signatory's Property

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Property 4

Name (Printed): NA

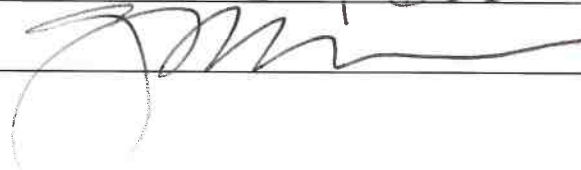




Address and Legal Description of Signatory's Property

Email Address: tejalp@pastakiallc.com

Phone: 206.669.6023

Signature: 



Memorandum

**Date:** 11/1/2021  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 21-163  
**Type:** Consent Item

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

Human Resources	Cathryn Laird	425-556-2125
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**DEPARTMENT STAFF:**

Human Resources	Mary Grady	Sr HR Analyst
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**TITLE:**

Approval of Ordinances for the 2022 COLA and Pay Plan Updates

- a. Ordinance No. 3064: An Ordinance of the City of Redmond, Washington, Amending Pay Plans “R” and “R-S,” in Order to Set Salaries for Employees Covered by the RCHEA Bargaining Units, for the Year 2022; Providing for Severability and Establishing an Effective Date
- b. Ordinance No. 3065: An Ordinance of the City of Redmond, Washington, Amending Pay Plans “N” and “N-S,” in Order to Set Salaries for the Non-Represented Employees for the Year 2022; Providing for Severability and Establishing an Effective Date
- c. Ordinance No. 3066: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “G-S” in Order to Set Salaries for the General Supplemental Employees for the Year 2022; Providing for Severability and Establishing an Effective Date
- d. Ordinance No. 3067: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “E” for the Year 2022; Providing for Severability and Establishing an Effective Date

**OVERVIEW STATEMENT:**

The 2022 Cost of Living Adjustment (COLA) is being requested for the following salaries and pay plans: RCHEA regular and supplemental; the Non-represented regular and supplemental, General Supplemental, and Executive regular. As is standard practice, these pay plan increases will follow the RCHEA COLA increase, which for 2022 is contractually established at 5%.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
City Council is required to authorize salary and/or classification changes to pay plans, in accordance with the City of Redmond Personnel Manual Section 7.10.
- **Council Request:**  
N/A
- **Other Key Facts:**  
Council has previously reviewed and approved pay plans and cost of living adjustments for those groups with collective bargaining agreements.

**OUTCOMES:**

The Pay Plans and COLA amounts for union groups are contractually required adjustments and are based upon negotiations to keep ranges within market. The City and those union groups agreed during contract negotiations to use June CPI-W with a floor of 2% and a ceiling of 5%. 2021 June CPI-W was 6.3%, so the union groups would receive the ceiling of 5%. Changes to non-represented pay plans are provided to ensure consistency in treatment between represented and non-represented employees, and to ensure those salary ranges remain within market.

**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:**

Finance included COLAs and salary adjustments in the 2021-2022 Budget documentation that was presented to Council. This means effective January 1, 2022, salary adjustments are budgeted for and will be provided to employees in the pay plans listed above.

Approved in current biennial budget:       Yes       No       N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

Strategic and Responsive

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

**If yes, explain:**

A 2% COLA was budgeted in 2022. Funding for the additional 3% (5% actual COLA - 2% budgeted COLA) will come from the following: 1) actual medical, dental, and vision premiums being less than what was budgeted in 2022; 2) departmental expenditure savings in 2021 (primarily from position vacancies); and 3) departmental expenditure savings in 2022 (primarily from position vacancies), if needed.

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
10/26/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Implementation of wage and salary range changes is targeted for January 1, 2022. Approval in 2021 will allow HR and Payroll staff time to complete the required communicating, processing, and implementing of the changes.

**ANTICIPATED RESULT IF NOT APPROVED:**

No pay plan changes/COLA adjustments would be made, resulting in the union group filing an unfair labor practice (ULP) for failure to negotiate changes in working conditions (pay), and a loss of market wage competitiveness and potential impact to employee retention, especially for non-represented employees. Pay plan changes should be implemented in accordance with the union contracts and any reductions identified should be negotiated after the fact, with non-represented employees being treated similarly.

**ATTACHMENTS:**

Attachment A: Proposed Salary Ordinance for RCHEA and RCHEA Supplemental Pay Plans

Exhibit 1: 2022 RCHEA Salary Structure (Pay Plan "R")

Exhibit 2: 2022 RCHEA Supplemental Salary Structure (Pay Plan "R-S")

Attachment B: Proposed Salary Ordinance for Non-Represented and Non-Represented Supplemental Pay Plans

Exhibit 1: 2022 Non-Represented Salary Structure (Pay Plan "N")

Exhibit 2: 2022 Non-Represented Supplemental Salary Structure (Pay Plan "N-S")

Attachment C: Proposed Salary Ordinance for General Supplemental Pay Plan  
Exhibit 1: 2022 General Supplemental Salary Structure (Pay Plan "G-S")

Attachment D: Proposed Salary Ordinance for Executive Pay Plan  
Exhibit 1: 2022 Executive Salary Structure (Pay Plan "E")



Memorandum

**Date:** 10/26/2021

**File No.** CM 21-545

**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
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**DEPARTMENT STAFF:**

Human Resources	Mary Grady	Sr HR Analyst
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**TITLE:**

Receive Information on the 2022 COLA and Pay Plan Updates.

**OVERVIEW STATEMENT:**

The 2022 Cost of Living Adjustment (COLA) is being requested for the following salaries and pay plans: RCHEA regular and supplemental; the Non-represented regular and supplemental, General Supplemental, and Executive regular. As is standard practice, these pay plan increases will follow the RCHEA COLA increase, which for 2022 is contractually established at 5%.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
City Council is required to authorize salary and/or classification changes to pay plans, in accordance with the City of Redmond Personnel Manual Section 7.10.
- **Council Request:**  
N/A
- **Other Key Facts:**  
Council has previously reviewed and approved pay plans and cost of living adjustments for those groups with collective bargaining agreements.

**OUTCOMES:**

The Pay Plans and COLA amounts for union groups are contractually required adjustments and are based upon negotiations to keep ranges within market. The City and those union groups agreed during contract negotiations to use June CPI-W with a floor of 2% and a ceiling of 5%. 2021 June CPI-W was 6.3%, so the union groups would receive the ceiling of 5%. Changes to non-represented pay plans are provided to ensure consistency in treatment between represented and non-represented employees, and to ensure those salary ranges remain within market.

**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:**

Finance included COLAs and salary adjustments in the 2021-2022 Budget documentation that was presented to Council. This means effective January 1, 2022, salary adjustments are budgeted for and will be provided to employees in the pay plans listed above.

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

**Budget Offer Number:**

N/A

**Budget Priority:**

Strategic and Responsive

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

***If yes, explain:***

N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s) - N/A**

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
10/26/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
11/1/2021	Special Meeting	Approve

**Time Constraints:**

Implementation of wage and salary range changes is targeted for January 1, 2022. Approval in 2021 will allow HR and Payroll staff time to complete the required communicating, processing, and implementing of the changes.

**ANTICIPATED RESULT IF NOT APPROVED:**

No pay plan changes/COLA adjustments would be made, resulting in the union group filing an unfair labor practice (ULP) for failure to negotiate changes in working conditions (pay), and a loss of market wage competitiveness and potential impact to employee retention, especially for non-represented employees. Pay plan changes should be implemented in accordance with the union contracts and any reductions identified should be negotiated after the fact, with non-represented employees being treated similarly.

**ATTACHMENTS:**

Attachment A: Proposed Salary Ordinance for RCHEA and RCHEA Supplemental Pay Plans

Exhibit 1: 2022 RCHEA Salary Structure (Pay Plan "R")

Exhibit 2: 2022 RCHEA Supplemental Salary Structure (Pay Plan "R-S")

Attachment B: Proposed Salary Ordinance for Non-Represented and Non-Represented Supplemental Pay Plans

Exhibit 1: 2022 Non-Represented Salary Structure (Pay Plan "N")

Exhibit 2: 2022 Non-Represented Supplemental Salary Structure (Pay Plan "N-S")

Attachment C: Proposed Salary Ordinance for General Supplemental Pay Plan

Exhibit 1: 2022 General Supplemental Salary Structure (Pay Plan "G-S")

Attachment D: Proposed Salary Ordinance for Executive Pay Plan

Exhibit 1: 2022 Executive Salary Structure (Pay Plan "E")



NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING PAY PLANS "R" AND "R-S," IN ORDER TO SET SALARIES FOR EMPLOYEES COVERED BY THE RCHEA BARGAINING UNITS, FOR THE YEAR 2022; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

---

WHEREAS, Pay Plan "R" and the Supplemental Pay Plan "RS" were established and put into effect as agreed to through the collective bargaining process; and

WHEREAS, the latest salary ranges will now be adjusted and salaries increased in accordance with the RCHEA collective bargaining agreement.

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

Section 1. Pay Plan "R" Amended. Effective January 1, 2022, Pay Plan "R" covering employees represented by the Redmond City Hall Employees Association (RCHEA) is hereby amended and the salary ranges adjusted 5 percent above the ranges in effect on January 1, 2021, as adopted by Ordinance No. 3019. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by the "R" pay plans will be increased across-the-board 5 percent. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2.            Pay Plan "RS" Amended.    Effective January 1, 2022, the salary ranges in Pay Plan "R-S," the RCHEA Supplemental Pay Plan, are adjusted 5 percent, to within eighty percent (80%) and one-hundred ten percent (110%) of the salary range minimum for the comparable classifications in Pay Plan "R," above the ranges in effect on above the ranges in effect on January 1, 2021 as adopted by Ordinance No. 3019. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered "R-S" pay plans will be increased across-the-board 5 percent. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

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 take effect 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 November,  
2021.

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:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

**2022 Pay Plan "R" - RCHEA Employees**
**Ordinance No.**  
**Effective January 1, 2022**

Grade	FLSA Position	Monthly			Annual		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
RA10	E Accountant	\$5,411	\$6,358	\$7,305	\$64,932	\$76,296	\$87,660
RA20	E Accountant - Senior	\$6,150	\$7,227	\$8,303	\$73,800	\$86,724	\$99,636
RA25	NE Accounting Specialist - Associate	\$4,133	\$4,753	\$5,373	\$49,596	\$57,036	\$64,476
RA26	NE Accounting Specialist	\$4,640	\$5,335	\$6,030	\$55,680	\$64,020	\$72,360
RA27	NE Accounting Specialist - Senior	\$5,288	\$6,082	\$6,876	\$63,456	\$72,984	\$82,512
RA30	NE Administrative Assistant	\$4,405	\$5,176	\$5,947	\$52,860	\$62,112	\$71,364
RA50	NE Administrative Specialist	\$4,772	\$5,608	\$6,444	\$57,264	\$67,296	\$77,328
RB01	NE Building Inspector Technician	\$5,204	\$5,984	\$6,764	\$62,448	\$71,808	\$81,168
RB20	NE Building Inspector	\$6,258	\$7,196	\$8,134	\$75,096	\$86,352	\$97,608
RB30	NE Building Inspector - Senior	\$6,884	\$7,916	\$8,948	\$82,608	\$94,992	\$107,376
RB70	NE Business Application Specialist	\$5,711	\$6,710	\$7,708	\$68,532	\$80,520	\$92,496
RB75	E Business Analyst	\$6,734	\$7,912	\$9,090	\$80,808	\$94,944	\$109,080
RB80	E Business Systems Analyst - ERP	\$7,594	\$8,923	\$10,251	\$91,128	\$107,076	\$123,012
RB80	E Business Systems Analyst - HRIS	\$7,594	\$8,923	\$10,251	\$91,128	\$107,076	\$123,012
RB85	E Business Systems Analyst Sr - ERP	\$8,299	\$9,752	\$11,204	\$99,588	\$117,024	\$134,448
RB85	E Business Systems Analyst Sr - HRIS	\$8,299	\$9,752	\$11,204	\$99,588	\$117,024	\$134,448
RC05	NE Capital & Grant Analyst	\$5,885	\$6,914	\$7,943	\$70,620	\$82,968	\$95,316
RC20	NE Code Enforcement Officer	\$6,124	\$7,042	\$7,960	\$73,488	\$84,504	\$95,520
RC25	E Communications & Marketing Project Administrator	\$6,737	\$7,917	\$9,097	\$80,844	\$95,004	\$109,164
RC35	NE Communications & Marketing Specialist	\$6,040	\$7,096	\$8,152	\$72,480	\$85,152	\$97,824
RC40	NE Construction Inspector	\$6,127	\$7,046	\$7,964	\$73,524	\$84,552	\$95,568
RC50	NE Construction Inspector - Lead	\$6,786	\$7,973	\$9,160	\$81,432	\$95,676	\$109,920
RC60	E Cultural Arts Administrator	\$6,778	\$7,964	\$9,150	\$81,336	\$95,568	\$109,800
RD20	NE Department Administrative Coordinator	\$5,590	\$6,569	\$7,547	\$67,080	\$78,828	\$90,564
RD40	NE Deputy City Clerk	\$5,892	\$6,924	\$7,955	\$70,704	\$83,088	\$95,460
RE10	E Engineer	\$7,447	\$8,751	\$10,054	\$89,364	\$105,012	\$120,648
RE01	NE Engineer - Associate	\$6,167	\$7,246	\$8,324	\$74,004	\$86,952	\$99,888
RE20	E Engineer - Senior	\$8,744	\$10,275	\$11,805	\$104,928	\$123,300	\$141,660
RE40	NE Engineering Technician	\$5,657	\$6,506	\$7,354	\$67,884	\$78,072	\$88,248
RE30	NE Engineering Technician - Associate	\$4,554	\$5,352	\$6,149	\$54,648	\$64,224	\$73,788
RE50	NE Engineering Technician - Senior	\$6,255	\$7,350	\$8,444	\$75,060	\$88,200	\$101,328
RE60	NE Environmental Scientist - Associate	\$5,823	\$6,696	\$7,568	\$69,876	\$80,352	\$90,816
RE65	E Environmental Scientist	\$7,187	\$8,445	\$9,702	\$86,244	\$101,340	\$116,424
RE70	E Environmental Scientist - Senior	\$7,775	\$9,137	\$10,498	\$93,300	\$109,644	\$125,976
RE75	E Environmental Sustainability Program Manager	\$6,280	\$7,379	\$8,478	\$75,360	\$88,548	\$101,736
RF10	E Financial Analyst	\$6,181	\$7,264	\$8,346	\$74,172	\$87,168	\$100,152
RF20	E Financial Analyst - Senior	\$7,377	\$8,668	\$9,959	\$88,524	\$104,016	\$119,508
RG10	NE GIS Data Technician	\$5,202	\$6,112	\$7,022	\$62,424	\$73,344	\$84,264
RG15	NE GIS Analyst	\$6,085	\$7,150	\$8,214	\$73,020	\$85,800	\$98,568
RG20	NE GIS Analyst - Senior	\$6,764	\$7,949	\$9,133	\$81,168	\$95,388	\$109,596
RG01	NE Graphics Designer	\$5,432	\$6,383	\$7,334	\$65,184	\$76,596	\$88,008
RI10	E Infrastructure Systems Engineer	\$8,342	\$9,802	\$11,261	\$100,104	\$117,624	\$135,132
RL01	NE Legal Assistant	\$5,138	\$6,038	\$6,937	\$61,656	\$72,456	\$83,244
RM10	E Management Analyst	\$6,150	\$7,226	\$8,301	\$73,800	\$86,712	\$99,612
RN01	E Network Analyst	\$7,236	\$8,502	\$9,768	\$86,832	\$102,024	\$117,216
RN10	E Network Systems Engineer	\$7,923	\$9,310	\$10,696	\$95,076	\$111,720	\$128,352
RP01	NE Paralegal	\$5,835	\$6,856	\$7,877	\$70,020	\$82,272	\$94,524
RP10	NE Payroll Analyst	\$5,180	\$6,087	\$6,993	\$62,160	\$73,044	\$83,916
RP15	NE Permit Technician	\$5,070	\$5,957	\$6,844	\$60,840	\$71,484	\$82,128
RP20	NE Planner - Assistant	\$5,536	\$6,506	\$7,475	\$66,432	\$78,072	\$89,700

Grade	FLSA	Position	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
RP25	E	Planner	\$6,434	\$7,560	\$8,686	\$77,208	\$90,720	\$104,232
RP35	E	Planner - Principal	\$8,091	\$9,507	\$10,923	\$97,092	\$114,084	\$131,076
RP30	E	Planner - Senior	\$7,324	\$8,606	\$9,887	\$87,888	\$103,272	\$118,644
RP45	NE	Plans Examiner	\$6,764	\$7,949	\$9,133	\$81,168	\$95,388	\$109,596
RP65	E	Program Administrator	\$6,836	\$8,032	\$9,228	\$82,032	\$96,384	\$110,736
RP66	NE	Program Aide	\$3,438	\$4,040	\$4,642	\$41,256	\$48,480	\$55,704
RP67	NE	Program Assistant	\$4,618	\$5,426	\$6,234	\$55,416	\$65,112	\$74,808
RP70	NE	Program Coordinator	\$5,826	\$6,845	\$7,863	\$69,912	\$82,140	\$94,356
RP75	E	Programmer Analyst	\$6,841	\$8,038	\$9,235	\$82,092	\$96,456	\$110,820
RP80	E	Programmer Analyst - Senior	\$8,616	\$10,124	\$11,631	\$103,392	\$121,488	\$139,572
RP85	NE	Purchasing Agent	\$5,493	\$6,453	\$7,413	\$65,916	\$77,436	\$88,956
RP90	E	Purchasing Agent - Senior	\$6,732	\$7,910	\$9,087	\$80,784	\$94,920	\$109,044
RR05	NE	Records Management Specialist	\$5,846	\$6,870	\$7,893	\$70,152	\$82,440	\$94,716
RR01	E	Recreation Program Administrator	\$6,507	\$7,646	\$8,784	\$78,084	\$91,752	\$105,408
RS30	E	Security and Compliance Analyst	\$7,469	\$8,776	\$10,083	\$89,628	\$105,312	\$120,996
RS10	E	Senior Systems Analyst	\$8,118	\$9,538	\$10,958	\$97,416	\$114,456	\$131,496
RS15	NE	Stormwater Inspector	\$5,979	\$7,026	\$8,072	\$71,748	\$84,312	\$96,864
RS20	NE	Systems Support Specialist	\$5,783	\$6,796	\$7,808	\$69,396	\$81,552	\$93,696
RT10	E	Technical Systems Coordinator	\$6,503	\$7,642	\$8,780	\$78,036	\$91,704	\$105,360
RT30	E	Technology Project Manager	\$8,556	\$10,053	\$11,550	\$102,672	\$120,636	\$138,600
RT20	E	Transportation Strategic Advisor	\$9,036	\$10,618	\$12,199	\$108,432	\$127,416	\$146,388


**2022 Pay Plan "R-S" - RCHEA Supplemental**

**Ordinance No.**  
**Effective January 1, 2022**

Hourly

Grade	FLSA	Position	Minimum	Midpoint	Maximum
SRA10	NE*	Accountant	\$24.97	\$29.66	\$34.34
SRA20	NE*	Accountant - Senior	\$28.38	\$33.71	\$39.03
SRA25	NE	Accounting Specialist - Associate	\$19.08	\$22.65	\$26.23
SRA26	NE	Accounting Specialist	\$21.42	\$25.43	\$29.45
SRA27	NE	Accounting Specialist - Senior	\$24.41	\$28.98	\$33.56
SRA30	NE	Administrative Assistant	\$20.33	\$24.14	\$27.95
SRA50	NE	Administrative Specialist	\$22.02	\$26.15	\$30.28
SRB01	NE	Building Inspector Technician	\$24.02	\$28.52	\$33.03
SRB20	NE	Building Inspector	\$28.88	\$34.30	\$39.71
SRB30	NE	Building Inspector - Senior	\$31.77	\$37.73	\$43.69
SRB70	NE	Business Application Specialist	\$26.36	\$31.30	\$36.24
SRB75	NE*	Business Analyst	\$31.08	\$36.91	\$42.74
SRB80	NE*	Business Systems Analyst - ERP	\$35.05	\$41.62	\$48.19
SRB80	NE*	Business Systems Analyst - HRIS	\$35.05	\$41.62	\$48.19
SRB85	NE*	Business Systems Analyst Sr - ERP	\$38.30	\$45.48	\$52.67
SRB85	NE*	Business Systems Analyst Sr - HRIS	\$38.30	\$45.48	\$52.67
SRC05	NE	Capital & Grant Analyst	\$27.16	\$32.25	\$37.35
SRC20	NE	Code Enforcement Officer	\$28.26	\$33.56	\$38.86
SRC25	NE*	Communications & Marketing Project Administrator	\$31.09	\$36.92	\$42.75
SRC35	NE	Communications & Marketing Specialist	\$27.88	\$33.10	\$38.33
SRC40	NE	Construction Inspector	\$28.28	\$33.58	\$38.88
SRC50	NE	Construction Inspector - Lead	\$31.32	\$37.19	\$43.07
SRC60	NE*	Cultural Arts Administrator	\$31.28	\$37.15	\$43.01
SRD20	NE	Department Administrative Coordinator	\$25.80	\$30.64	\$35.48
SRD40	NE	Deputy City Clerk	\$27.19	\$32.29	\$37.39
SRE10	NE*	Engineer	\$34.37	\$40.82	\$47.26
SRE01	NE	Engineer - Associate	\$28.46	\$33.80	\$39.14
SRE20	NE*	Engineer - Senior	\$40.36	\$47.92	\$55.49
SRE40	NE	Engineering Technician	\$26.11	\$31.00	\$35.90
SRE30	NE	Engineering Technician - Associate	\$21.02	\$24.96	\$28.90
SRE50	NE	Engineering Technician - Senior	\$28.87	\$34.28	\$39.70
SRE60	NE	Environmental Scientist - Associate	\$26.88	\$31.91	\$36.95
SRE65	NE*	Environmental Scientist	\$33.17	\$39.39	\$45.61
SRE70	NE*	Environmental Scientist - Senior	\$35.88	\$42.61	\$49.34
SRE75	NE*	Environmental Sustainability Program Manager	\$28.98	\$34.42	\$39.85
SRF10	NE*	Financial Analyst	\$28.53	\$33.88	\$39.23
SRF20	NE*	Financial Analyst - Senior	\$34.05	\$40.43	\$46.82
SRG10	NE	GIS Data Technician	\$24.01	\$28.51	\$33.01
SRG15	NE	GIS Analyst	\$28.08	\$33.35	\$38.62
SRG20	NE	GIS Analyst - Senior	\$31.22	\$37.07	\$42.93
SRG01	NE	Graphics Designer	\$25.07	\$29.77	\$34.47
SRI10	NE*	Infrastructure Systems Engineer	\$38.50	\$45.72	\$52.94
SRL01	NE	Legal Assistant	\$23.71	\$28.16	\$32.61
SRM10	NE*	Management Analyst	\$28.38	\$33.71	\$39.03
SRN01	NE*	Network Analyst	\$33.40	\$39.66	\$45.92
SRN10	NE*	Network Systems Engineer	\$36.57	\$43.42	\$50.28
SRP01	NE	Paralegal	\$26.93	\$31.98	\$37.03



Grade	FLSA	Position	Minimum	Midpoint	Maximum
SRP10	NE	Payroll Analyst	\$23.91	\$28.39	\$32.87
SRP15	NE	Permit Technician	\$23.40	\$27.79	\$32.18
SRP20	NE	Planner - Assistant	\$25.55	\$30.34	\$35.13
SRP25	NE*	Planner	\$29.70	\$35.26	\$40.83
SRP35	NE*	Planner - Principal	\$37.34	\$44.34	\$51.35
SRP30	NE*	Planner - Senior	\$33.80	\$40.14	\$46.48
SRP45	NE	Plans Examiner	\$31.22	\$37.07	\$42.93
SRP65	NE*	Program Administrator	\$31.55	\$37.47	\$43.38
SRP66	NE	Program Aide	\$15.87	\$18.84	\$21.82
SRP67	NE	Program Assistant	\$21.31	\$25.31	\$29.31
SRP70	NE	Program Coordinator	\$26.89	\$31.93	\$36.97
SRP75	NE*	Programmer Analyst	\$31.57	\$37.49	\$43.41
SRP80	NE*	Programmer Analyst - Senior	\$39.77	\$47.22	\$54.68
SRP85	NE	Purchasing Agent	\$25.35	\$30.11	\$34.86
SRP90	NE*	Purchasing Agent - Senior	\$31.07	\$36.90	\$42.72
SRR05	NE	Records Management Specialist	\$26.98	\$32.04	\$37.10
SRR01	NE*	Recreation Program Administrator	\$30.03	\$35.66	\$41.29
SRS30	NE*	Security and Compliance Analyst	\$34.47	\$40.94	\$47.40
SRS10	NE*	Senior Systems Analyst	\$37.47	\$44.49	\$51.52
SRS15	NE	Stormwater Inspector	\$27.60	\$32.77	\$37.94
SRS20	NE	Systems Support Specialist	\$26.69	\$31.70	\$36.70
SRT10	NE*	Technical Systems Coordinator	\$30.01	\$35.64	\$41.27
SRT30	NE*	Technology Project Manager	\$39.49	\$46.89	\$54.30
SRT20	NE*	Transportation Strategic Advisor	\$41.70	\$49.52	\$57.34

\*All supplemental employees are marked as non-exempt because they are paid on an hourly basis. This does not impact the FLSA status of the positions on the regular employee pay plan.

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING PAY PLANS "N" AND "N-S,"  
IN ORDER TO SET SALARIES FOR THE NON-  
REPRESENTED EMPLOYEES FOR THE YEAR 2022;  
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN  
EFFECTIVE DATE

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WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the pay plans for non-represented employees.

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

Section 1.        Pay Plan "N" Amended.    Effective January 1, 2022, Pay Plan "N" covering Non-Represented employees is hereby amended and the salary ranges adjusted 5 percent above the ranges in effect on January 1, 2021 as adopted by Ordinance No. 3020, and subsequently amended on May 18, 2021 by Ordinance No. 3052. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by the "N" pay plan will be increased across-the-board 5 percent. Additionally, one job title will be changed from "Executive Analyst" to "Administrative Supervisor."



The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2.        Pay Plan "N-S" Amended. Effective January 1, 2022, the salary ranges in Pay Plan "N-S," the Non-Represented Supplemental Pay Plan, are also adjusted to increase the salary ranges 5 percent, to within eighty percent (80%) and one-hundred ten percent (110%) of the salary range minimum for the comparable classifications in Pay Plan "N," above the ranges in effect on January 1, 2021 as adopted by Ordinance No. 3020, and subsequently amended on May 18, 2021 by Ordinance No. 3052. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by "N-S" pay plan will be increased across-the-board 5 percent. Additionally, one job title will be changed from "Executive Analyst" to "Administrative Supervisor." The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

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 take effect 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 November, 2021.

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:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_



**2022 Pay Plan "N" - Non-Represented Employees**

**Ordinance No.**  
**Effective January 1, 2022**

Grade	FLSA	Position Title	Monthly			Annually		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
NE68	NE	Accounting Associate - Senior	\$5,245	\$6,163	\$7,080	\$62,940	\$73,956	\$84,960
NA10	NE	Administrative Assistant	\$4,405	\$5,176	\$5,947	\$52,860	\$62,112	\$71,364
NA20	NE	Administrative Specialist	\$4,772	\$5,608	\$6,444	\$57,264	\$67,296	\$77,328
NE45	E	Administrative Supervisor	\$6,544	\$7,689	\$8,834	\$78,528	\$92,268	\$106,008
NA45	E	Assistant Director - Community Planning	\$10,247	\$12,040	\$13,833	\$122,964	\$144,480	\$165,996
NA46	E	Assistant Director - Development Services	\$10,402	\$12,224	\$14,045	\$124,824	\$146,688	\$168,540
NA50	E	Assistant Director Public Works, Maint. & Ops.	\$10,297	\$12,100	\$13,902	\$123,564	\$145,200	\$166,824
NA85	E	Assistant Director/City Engineer	\$10,580	\$12,431	\$14,282	\$126,960	\$149,172	\$171,384
NA70	E	Assistant Maintenance Manager	\$8,628	\$10,138	\$11,648	\$103,536	\$121,656	\$139,776
NM80	E	Chief Policy Advisor	\$10,398	\$12,219	\$14,040	\$124,776	\$146,628	\$168,480
NC01	E	City Clerk	\$8,294	\$9,744	\$11,194	\$99,528	\$116,928	\$134,328
NC15	E	Communications and Marketing Manager	\$8,983	\$10,555	\$12,126	\$107,796	\$126,660	\$145,512
NC60	E	Communications and Marketing Supervisor	\$7,592	\$8,920	\$10,248	\$91,104	\$107,040	\$122,976
NC05	E	Communications Dispatch Supervisor	\$7,061	\$8,298	\$9,534	\$84,732	\$99,576	\$114,408
NC20	E	Community Support Administrator	\$6,886	\$8,091	\$9,296	\$82,632	\$97,092	\$111,552
NC50	E	Customer Experience Manager	\$7,979	\$9,376	\$10,772	\$95,748	\$112,512	\$129,264
ND01	NE	Department Administrative Coordinator	\$5,590	\$6,569	\$7,547	\$67,080	\$78,828	\$90,564
ND55	E	Deputy Executive Department Director	\$10,135	\$11,907	\$13,679	\$121,620	\$142,884	\$164,148
ND15	E	Deputy Finance Director	\$10,135	\$11,907	\$13,679	\$121,620	\$142,884	\$164,148
NA60	E	Deputy Fire Chief	\$11,625	\$13,659	\$15,693	\$139,500	\$163,908	\$188,316
ND02	E	Deputy Human Resources Director	\$10,135	\$11,907	\$13,679	\$121,620	\$142,884	\$164,148
ND05	E	Deputy Parks Director	\$9,714	\$11,414	\$13,113	\$116,568	\$136,968	\$157,356
ND35	E	Deputy Planning & Community Development Director	\$10,669	\$12,537	\$14,404	\$128,028	\$150,444	\$172,848
ND20	E	Deputy Prosecuting Attorney	\$7,806	\$9,172	\$10,537	\$93,672	\$110,064	\$126,444
ND40	E	Deputy Public Works Director/City Engineer	\$11,219	\$13,182	\$15,145	\$134,628	\$158,184	\$181,740
ND45	E	Deputy Technology & Information Services Director	\$11,543	\$13,563	\$15,582	\$138,516	\$162,756	\$186,984
ND25	E	Development Services Center Supervisor	\$7,949	\$9,340	\$10,730	\$95,388	\$112,080	\$128,760
ND50	E	Diversity, Equity & Inclusion Program Manager	\$7,280	\$8,554	\$9,827	\$87,360	\$102,648	\$117,924
NE01	E	Emergency Preparedness Manager	\$8,974	\$10,545	\$12,115	\$107,688	\$126,540	\$145,380
NE20	E	Engineer - Senior	\$8,744	\$10,275	\$11,805	\$104,928	\$123,300	\$141,660
NE30	E	Engineering Manager	\$10,092	\$11,858	\$13,623	\$121,104	\$142,296	\$163,476
NE50	E	Engineering Supervisor	\$9,241	\$10,858	\$12,474	\$110,892	\$130,296	\$149,688
NE68	NE	EPSCA Senior Accounting Associate	\$5,245	\$6,163	\$7,080	\$62,940	\$73,956	\$84,960
NF70	E	Facilities Manager	\$8,564	\$10,063	\$11,562	\$102,768	\$120,756	\$138,744
NF20	E	Financial Analyst	\$6,181	\$7,264	\$8,346	\$74,172	\$87,168	\$100,152
NF30	E	Financial Analyst - Senior	\$7,377	\$8,668	\$9,959	\$88,524	\$104,016	\$119,508
NF40	E	Financial Planning Manager	\$9,233	\$10,850	\$12,466	\$110,796	\$130,200	\$149,592
NF60	E	Financial Services Manager	\$9,158	\$10,761	\$12,363	\$109,896	\$129,132	\$148,356
NF65	E	Financial Services Supervisor	\$6,694	\$7,865	\$9,036	\$80,328	\$94,380	\$108,432
NH10	NE	Human Resources Analyst	\$6,263	\$7,360	\$8,456	\$75,156	\$88,320	\$101,472
NH15	E	Human Resources Manager	\$8,915	\$10,475	\$12,035	\$106,980	\$125,700	\$144,420
NI01	E	Inspection Supervisor	\$7,424	\$8,722	\$10,020	\$89,088	\$104,664	\$120,240
NI10	E	IS Manager	\$10,351	\$12,162	\$13,973	\$124,212	\$145,944	\$167,676
NI20	E	IS Supervisor	\$9,278	\$10,902	\$12,525	\$111,336	\$130,824	\$150,300
NM15	E	Maintenance and Operations Supervisor	\$7,909	\$9,292	\$10,675	\$94,908	\$111,504	\$128,100
NM01	E	Maintenance Manager	\$9,625	\$11,310	\$12,994	\$115,500	\$135,720	\$155,928
NP02	E	Park Maintenance and Operations Manager	\$8,017	\$9,420	\$10,822	\$96,204	\$113,040	\$129,864
NP10	E	Parks Maintenance and Operations Supervisor	\$6,874	\$8,076	\$9,278	\$82,488	\$96,912	\$111,336
NP25	E	Parks Planning and Cultural Arts Manager	\$8,604	\$10,110	\$11,615	\$103,248	\$121,320	\$139,380
NP30	E	Payroll Supervisor	\$6,689	\$7,859	\$9,029	\$80,268	\$94,308	\$108,348
NP50	E	Planning Manager	\$9,274	\$10,897	\$12,520	\$111,288	\$130,764	\$150,240
NA80	E	Police Captain	\$13,140	\$13,798	\$14,456	\$157,680	\$165,576	\$173,472
NP67	NE	Police Crime Analyst (limited duration)	\$6,070	\$6,981	\$7,891	\$72,840	\$83,772	\$94,692
NP69	NE	Police Program Coordinator (limited duration)	\$4,871	\$6,183	\$7,494	\$58,452	\$74,196	\$89,928
NP71	E	Police Support Services Manager	\$8,075	\$9,488	\$10,900	\$96,900	\$113,856	\$130,800
NP68	E	Police Support Services Supervisor	\$6,765	\$7,949	\$9,132	\$81,180	\$95,388	\$109,584



**2022 Pay Plan "N" - Non-Represented Employees**

**Ordinance No.**  
**Effective January 1, 2022**

Grade	FLSA	Position Title	Monthly			Annually		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
NP95	E	Project Management Office Manager	\$11,363	\$13,352	\$15,341	\$136,356	\$160,224	\$184,092
NP90	E	Purchasing/Contracting Manager	\$8,951	\$10,518	\$12,084	\$107,412	\$126,216	\$145,008
NR01	E	Real Property Manager	\$7,844	\$9,217	\$10,589	\$94,128	\$110,604	\$127,068
NR10	E	Recreation Division Manager	\$8,533	\$10,027	\$11,520	\$102,396	\$120,324	\$138,240
NR15	E	Recreation Program Administrator	\$6,718	\$7,894	\$9,069	\$80,616	\$94,728	\$108,828
NR20	E	Recreation Program Manager	\$7,272	\$8,544	\$9,816	\$87,264	\$102,528	\$117,792
NR60	NE	Risk & Safety Program Coordinator	\$6,359	\$7,472	\$8,585	\$76,308	\$89,664	\$103,020
NS40	E	Safety Program Manager	\$7,280	\$8,554	\$9,828	\$87,360	\$102,648	\$117,936
NS50	E	Security Compliance Manager	\$10,634	\$12,495	\$14,355	\$127,608	\$149,940	\$172,260
NS03	E	Senior Human Resources Analyst	\$7,295	\$8,572	\$9,848	\$87,540	\$102,864	\$118,176
NS10	E	Supervising Attorney	\$10,276	\$12,075	\$13,873	\$123,312	\$144,900	\$166,476
NU10	E	Utility Supervisor	\$8,470	\$9,953	\$11,436	\$101,640	\$119,436	\$137,232



## 2022 Pay Plan "N-S" - Non-Represented Employees Supplemental

**Ordinance No.**

**Effective January 1, 2022**

Hourly

Grade	FLSA	Position Title	Minimum	Midpoint	Maximum
SNE68	NE	Accounting Associate - Senior	\$24.21	\$28.75	\$33.29
SNA10	NE	Administrative Assistant	\$20.33	\$24.14	\$27.95
SNA20	NE	Administrative Specialist	\$22.02	\$26.15	\$30.28
TBD	NE	Administrative Supervisor	\$30.20	\$35.87	\$41.53
SNA45	NE*	Assistant Director - Community Planning	\$47.29	\$56.16	\$65.03
SNA46	NE*	Assistant Director - Development Services	\$48.01	\$57.01	\$66.01
SNA50	NE*	Assistant Director Public Works, Maint. & Ops.	\$47.52	\$56.44	\$65.35
SNA85	NE*	Assistant Director/City Engineer	\$48.83	\$57.99	\$67.14
SNA70	NE*	Assistant Maintenance Manager	\$39.82	\$47.29	\$54.75
SNM80	NE*	Chief Policy Advisor	\$47.99	\$56.99	\$65.99
SNC01	NE*	City Clerk	\$38.28	\$45.46	\$52.64
SNC15	NE*	Communications and Marketing Manager	\$41.46	\$49.23	\$57.01
SNC60	NE*	Communications and Marketing Supervisor	\$35.04	\$41.61	\$48.18
SNC05	NE*	Communications Dispatch Supervisor	\$32.59	\$38.70	\$44.81
TBD	NE*	Community Support Administrator	\$31.78	\$37.74	\$43.70
SNC50	NE*	Customer Experience Manager	\$36.83	\$43.73	\$50.64
SND01	NE	Department Administrative Coordinator	\$25.80	\$30.64	\$35.48
TBD	NE*	Deputy Executive Department Director	\$46.78	\$55.55	\$64.32
SND15	NE*	Deputy Finance Director	\$46.78	\$55.55	\$64.32
SNA60	NE*	Deputy Fire Chief	\$53.65	\$63.71	\$73.77
SND02	NE*	Deputy Human Resources Director	\$46.78	\$55.55	\$64.32
SND05	NE*	Deputy Parks Director	\$44.83	\$53.24	\$61.65
SND35	NE*	Deputy Planning & Community Development Director	\$49.24	\$58.47	\$67.71
SND20	NE*	Deputy Prosecuting Attorney	\$36.03	\$42.78	\$49.54
SND10	NE*	Deputy Public Works Director/City Engineer	\$51.78	\$61.49	\$71.20
TBD	NE*	Deputy Technology & Information Services Director	\$53.28	\$63.26	\$73.25
SND25	NE*	Development Services Center Supervisor	\$36.69	\$43.57	\$50.45
TBD	NE*	Diversity, Equity & Inclusion Program Manager	\$33.60	\$39.90	\$46.20
SNE01	NE*	Emergency Preparedness Manager	\$41.42	\$49.18	\$56.95
SNE20	NE*	Engineer - Senior	\$40.36	\$47.92	\$55.49
SNE30	NE*	Engineering Manager	\$46.58	\$55.31	\$64.05
SNE50	NE*	Engineering Supervisor	\$42.65	\$50.65	\$58.64
SNE68	NE	EPSCA Senior Accounting Associate	\$24.21	\$28.75	\$33.29
SNF70	NE*	Facilities Manager	\$39.53	\$46.94	\$54.35
SNF20	NE*	Financial Analyst	\$28.53	\$33.88	\$39.23
SNF30	NE*	Financial Analyst - Senior	\$34.05	\$40.43	\$46.82



## 2022 Pay Plan "N-S" - Non-Represented Employees Supplemental

**Ordinance No.**

**Effective January 1, 2022**

Hourly

Grade	FLSA	Position Title	Minimum	Midpoint	Maximum
SNF40	NE*	Financial Planning Manager	\$42.61	\$50.60	\$58.59
SNF60	NE*	Financial Services Manager	\$42.27	\$50.19	\$58.12
TBD	NE*	Financial Services Supervisor	\$30.90	\$36.69	\$42.48
SNH10	NE	Human Resources Analyst	\$28.91	\$34.33	\$39.75
SNH15	NE*	Human Resources Manager	\$41.15	\$48.86	\$56.58
SNI01	NE*	Inspection Supervisor	\$34.26	\$40.69	\$47.11
SNI10	NE*	IS Manager	\$47.77	\$56.73	\$65.69
SNI20	NE*	IS Supervisor	\$42.82	\$50.85	\$58.88
SNM15	NE*	Maintenance and Operations Supervisor	\$36.50	\$43.35	\$50.19
SNM01	NE*	Maintenance Manager	\$44.42	\$52.75	\$61.08
SNP02	NE*	Park Maintenance and Operations Manager	\$37.00	\$43.94	\$50.88
SNP10	NE*	Parks Maintenance and Operations Supervisor	\$31.73	\$37.67	\$43.62
SNP25	NE*	Parks Planning and Cultural Arts Manager	\$39.71	\$47.16	\$54.60
SNP30	NE*	Payroll Supervisor	\$30.87	\$36.66	\$42.45
SNP50	NE*	Planning Manager	\$42.80	\$50.83	\$58.85
SNA80	NE*	Police Captain	\$60.65	\$72.02	\$83.39
SNP67	NE	Police Crime Analyst (limited duration)	\$28.02	\$33.27	\$38.52
SNP69	NE	Police Program Coordinator (limited duration)	\$22.48	\$26.70	\$30.91
SNP71	NE*	Police Support Services Manager	\$37.27	\$44.26	\$51.25
SNP68	NE*	Police Support Services Supervisor	\$31.22	\$37.08	\$42.93
SNP95	NE*	Project Management Office Manager	\$52.44	\$62.28	\$72.11
SNP90	NE*	Purchasing/Contracting Manager	\$41.31	\$49.06	\$56.80
SNR01	NE*	Real Property Manager	\$36.20	\$42.99	\$49.78
SNR10	NE*	Recreation Division Manager	\$39.38	\$46.77	\$54.15
SNR15	NE*	Recreation Program Administrator	\$31.01	\$36.82	\$42.63
SNR20	NE*	Recreation Program Manager	\$33.56	\$39.86	\$46.15
SNR60	NE	Risk & Safety Program Coordinator	\$29.35	\$34.85	\$40.36
SNS40	NE*	Safety Program Manager	\$33.60	\$39.90	\$46.20
SNS50	NE*	Security Compliance Manager	\$49.08	\$58.28	\$67.49
SNS03	NE*	Senior Human Resources Analyst	\$33.67	\$39.98	\$46.30
SNS10	NE*	Supervising Attorney	\$47.43	\$56.32	\$65.21
SNU10	NE*	Utility Supervisor	\$39.09	\$46.42	\$53.75

\*All supplemental employees are marked as non-exempt because they are paid on an hourly basis. This does not impact the FLSA status of the positions on the regular employee pay plan.

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING PAY PLAN "G-S" IN ORDER TO SET SALARIES FOR THE GENERAL SUPPLEMENTAL EMPLOYEES FOR THE YEAR 2022; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

---

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the pay plans for general supplemental employees.

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

Section 1. Pay Plan "G-S" Amended. Effective January 1, 2022, Pay Plan "G-S" covering general supplemental employees is hereby amended and the salary ranges adjusted 5 percent, or to the Washington State minimum wage for 2022, above the ranges in effect on January 1, 2021, as adopted by Ordinance No. 3021. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by the "G-S" pay plans will be increased across-the-board 5 percent, or to the Washington State minimum wage for 2022. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2.      Severability.      If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3.      Effective Date.      This ordinance shall take effect 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 November,  
2021.

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:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_



## 2022 Pay Plan "G-S" - General Supplemental

Ordinance No.  
Effective January 1, 2022

### Hourly

Grade	FLSA	Position Title	Minimum	Midpoint	Maximum
S23	NE	Farm Animal Caretaker	\$15.29	\$17.48	\$19.66
S24	NE	Recreation Aide	\$15.29	\$17.48	\$19.66
S25	NE	Nutrition Assistant	\$15.29	\$18.02	\$20.76
S26	NE	Beachfront Lifeguard	\$16.39	\$19.66	\$22.94
S27	NE	Recreation Instructor	\$16.39	\$27.31	\$38.23
S28	NE	Fitness Instructor	\$16.39	\$27.31	\$38.23
S29	NE	Recreation Leader	\$16.39	\$19.66	\$22.94
S30	NE	Guest Services Representative	\$16.39	\$19.66	\$22.94
S31	NE	Equestrian Instructor	\$17.48	\$21.85	\$26.22
S32	NE	Audio Visual Media Specialist	\$17.48	\$21.85	\$26.22
S33	NE	Beachfront Assistant Manager	\$18.57	\$21.85	\$25.13
S34	NE	Beachfront Manager	\$19.66	\$22.94	\$26.22
S35	NE	Recreation Specialist	\$19.66	\$28.40	\$37.14
S37	NE	Intern, High School	\$14.49	\$16.39	\$19.66
S38	NE	Intern, College	\$16.39	\$20.48	\$24.58
S39	NE	Intern, Graduate Program	\$20.48	\$26.22	\$32.77

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING PAY PLAN "E" FOR THE YEAR  
2022; PROVIDING FOR SEVERABILITY AND  
ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the respective pay plans for executive employees.

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

Section 1. Pay Plans Adopted.

(A) Effective January 1, 2022, Pay Plan "E" covering executive employees is hereby amended and the salary ranges increased 5 percent above the ranges in effect on January 1, 2021, as adopted by Ordinance No. 3022. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by Pay Plan "E" will be increased across-the-board 5 percent. Additionally, the Parks Director and Planning Director will be moved to the same salary grade as Human Resources Director, Finance Director and Technology and Information Services Director.

The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2.        Severability.     If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3.        Effective Date.     This ordinance shall take effect 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 November,  
2021.

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:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_



<b>2022 Pay Plan "E" - Executive</b>
<b>Ordinance No.</b> <b>Executive</b> <b>Effective Jan. 1, 2022</b>

Grade	FLSA	Position Title	Monthly			Annually		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
E7	E	Chief Operating Officer	\$12,941	\$15,529	\$18,117	\$155,292	\$186,348	\$217,404
E9	E	Human Resources Director Finance Director Technology & Information Services Director Parks Director Planning Director	\$11,975	\$14,370	\$16,764	\$143,700	\$172,440	\$201,168
E10	E	Fire Chief Police Chief Public Works Director	\$12,420	\$14,904	\$17,388	\$149,040	\$178,848	\$208,656

## Additional Background Information/Description of 2022 Pay Plan and COLA Adjustments

In 2019, RCHEA bargaining unit settled its labor contract, accepting wage and salary range adjustments for 2022. The contract was reviewed and adopted by the Council. For January 1, 2022, the RCHEA bargaining unit agreed to a wage and salary range adjustment equal to 100% of the June 2021 CPI-W for the Seattle area, with a minimum 2 percent and maximum 5 percent wage and salary range adjustment. The June 2021 CPI-2 was 6.3 percent, so the January 1, 2022 wage and salary range adjustment for RCHEA will be 5 percent. For the Non-Represented, Executive and General Supplemental jobs and employees, a 5 percent wage and salary range adjustment will be applied, or the Washington State minimum wage for 2022 will be applied.

For the Non-Represented jobs, a job title change to the “Executive Analyst” classification will be made, to “Administrative Supervisor,” to better reflect the accurate attributes of the work.

In the Executive Pay Plan (Pay Plan “E”), the Parks Director and Planning Director will be moved to the same salary grade as the Human Resources Director, Finance Director and Technology and Information Services Director, to provide for internal consistency.

Attached salary ordinances and exhibits are drafted to apply the following:

- (1) implementing an across-the-board salary adjustment of 5 percent for all employees covered by the RCHEA bargaining unit, for all Non-Represented employees, for all Executive Employees, and all General Supplemental employees, for 2022;
- (2) adjusting the 2021 salary ranges for Pay Plans “R” and “R-S” (RCHEA and Supplemental RCHEA), for Pay Plans “N” and “N-S” (Non-Represented and Non-Represented Supplemental), for Pay Plan “E” (Executive), and for Pay Plan “G-S” (General Supplemental) by 5 percent, or to the Washington State minimum wage, for 2022.

Six other pay plans and related salary adjustments are not included for review at this time, as follows:

- The Fire bargaining unit agreed to a 2.5 percent wage and salary range adjustment for January 1, 2022, which was adopted by Ordinance 3009 on October 6, 2020, which included all pay plans through 2023.
- The Police Uniformed bargaining unit is currently engaged in contract negotiations;
- The Police Support bargaining unit is currently engaged in contract negotiations;
- The Police Lieutenants bargaining unit is currently engaged in contract negotiations;
- The AFSCME bargaining unit is currently engaged in contract negotiations;
- 
- The Fire Support bargaining unit is currently engaged in contract negotiations.



Memorandum

**Date:** 11/1/2021  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 21-164  
**Type:** Consent Item

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

Public Works	Dave Juarez	425-556-2733
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**DEPARTMENT STAFF:**

Public Works	Eric Dawson	Senior Engineer
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**TITLE:**

Approval of the Final Contract with McClure and Sons Inc. of Mill Creek, WA for the Base Bid Amount of \$347,091, Plus or Minus Change Orders and Bid Items Increases or Decreases, Resulting in a Final Contract Amount of \$304,355, and Accept Construction of Sodium Hypochlorite Improvements Project, Project No. 20022023

**OVERVIEW STATEMENT:**

Water from the City’s five drinking water wells is chlorinated using hypochlorite generation units that were installed between 2001 and 2009. Earlier this year, it was determined that these units have reached the end of their useful life and it is no longer cost-effective to repair them. Some individual components of the present units are more expensive than the cost to replace the entire unit. It was determined that it would be most cost effective to replace them all at once to achieve economies of scale. The project began as a maintenance project but after defining the scope of the replacement project it was determined that the installation would need to follow the Capital Improvement Program project requirements.

**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 accept a construction contract over \$300,000 per 2018 City Resolution 1503.
- **Council Request:**  
N/A
- **Other Key Facts:**



N/A

**OUTCOMES:**

This contract replaced the hypochlorite generation units for each well to ensure continued, uninterrupted chlorination of the well water.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
The work took place inside the well treatment buildings and did not affect neighbors or utility customers.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

Budget approved at construction award	\$507,000
Final cost	\$436,345

Approved in current biennial budget:  Yes  No  N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

Infrastructure Priority

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

**If yes, explain:**

N/A

**Funding source(s):**

Water CIP fund balance

**Budget/Funding Constraints:**

These funds were included in the previous budget but were unallocated prior to contract award. The use of these unallocated funds did not affect any other budgeted projects. The funding for this project was derived from unallocated funds in the 2019-2020 Water CIP.

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
12/8/2020	Committee of the Whole - Planning and Public Works	Provide Direction
1/5/2021	Business Meeting	Approve

**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
N/A	Click and select a meeting from the dropdown menu.	Click and select an action from the dropdown menu.

**Time Constraints:**

Warranty start date is based on Council acceptance

**ANTICIPATED RESULT IF NOT APPROVED:**

Delay in Warranty start and increased project cost due to longer close out

**ATTACHMENTS:**

Attachment A - Vicinity Map

# City of Redmond

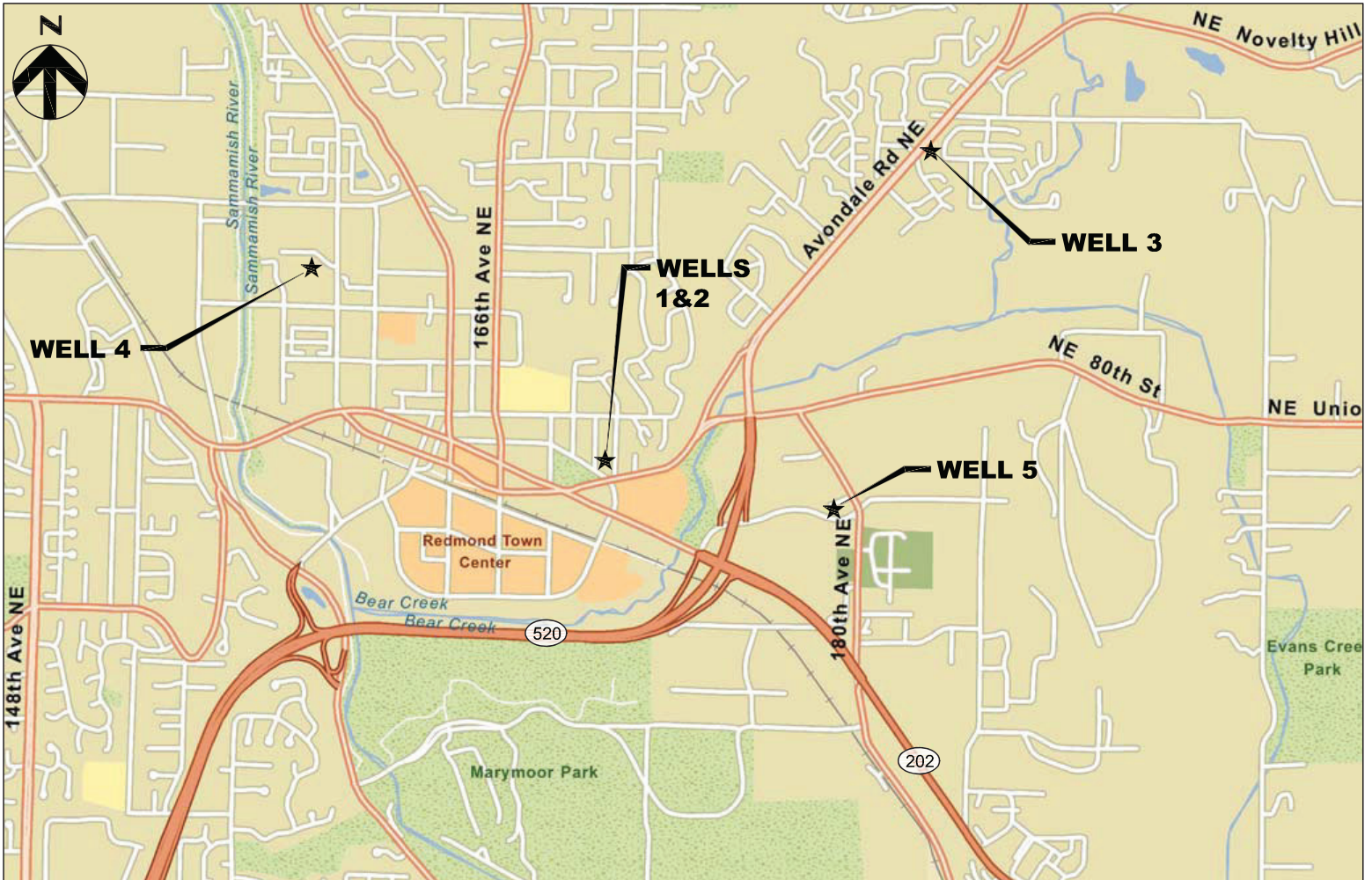
## SODIUM HYPOCHLORITE IMPROVEMENTS FOR WELLS 1, 2, 3, 4, AND 5



HDR Project No.  
10236814

City Project No.  
20022023

October 2020



VICINITY MAP  
SCALE: NO SCALE



Memorandum

**Date:** 11/1/2021  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 21-165  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

Planning and Community Development	Beverly Mesa-Zendt	Deputy Director
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**TITLE:**

Approve Supplemental Findings of Fact on the Interim Official Control Ordinance No. 3059 that Support Amendments to the Redmond Zoning Code to Align Homeless Shelter Regulations with State Adopted Definitions and to Implement the Preemption Adopted by Engrossed Second Substitute House Bill 1220

**OVERVIEW STATEMENT:**

The City Council is being asked to approve Supplemental Findings, Conclusions, and Transmittal Guidance to the Planning Commission to inform development of permanent regulations that implement the preemption adopted in ESSHB 1220. Council approved Interim Official Control (IOC) Ordinance No. 3059 on August 17, 2021, and timely held a public hearing on October 5, 2021. Although findings of fact were included in the IOC ordinance, the Council requested a Study Session to consider Supplemental Findings that captured the new information, public comment, and testimony received following adoption of the IOC. Council directed staff revise the Draft Supplemental Findings of Fact, Conclusions and Transmittal Guidance to the Planning Commission during its Study Session on October 26, 2021. Final Supplemental Findings of Fact, Conclusions, and Transmittal Guidance for transmittal to the Planning Commission are included with this memorandum as Attachment A.

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

**REQUESTED ACTION:**

- Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Revised Code of Washington (RCW), ESSHB 1220, Comprehensive Plan, Human Services Strategic Plan, Housing Action Plan, and Community Strategic Plan.
- **Required:**  
IOC Ordinance No. 3059 was required to align City regulations with the preemption adopted by ESSHB 1220, which became effective on July 25, 2021. Permanent regulations will finalize the city’s efforts to comply with state law. The Supplemental Findings, Conclusions, and Transmittal Guidance to the Planning Commission will

inform development of the permanent regulations.

- **Council Request:**

Following the Study Session on October 26, 2021, Council directed staff to revise the Draft Supplemental Findings of Fact, Conclusions and Transmittal Guidance to the Planning Commission. The final document is scheduled for approval by the City Council and transmittal to the Planning Commission during the November 1 Special Meeting.

- **Other Key Facts:**

On May 12, ESSHB 1220 was signed into law and went into effect on July 25, 2021. In part, the bill amends several sections in the Growth Management Act, chapter 36.70A RCW, and the Code City provisions, chapter 35A.21 RCW, to require cities to implement the following mandates:

- i. Effective July 25, 2021, permanent supportive housing and transitional housing shall not be prohibited in any zone where residential dwellings or hotels are allowed; and
- ii. Effective September 30, 2021, indoor emergency housing and indoor emergency shelters shall not be prohibited in any zone where hotels are allowed.

Although these types of land uses were allowed in many zones under the Redmond Zoning Code (RZC), the RZC does not define nor clarify the provisions through which permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters are mandated consistent with ESSHB 1220 requiring some amendments to current regulations in the RZC. IOC Ordinance No. 3059 was adopted to address the new state preemption.

**OUTCOMES:**

In approving the Supplemental Findings, Conclusions, and Transmittal Guidance to the Planning Commission, the Council advances and supports the development of more comprehensive and responsive permanent regulations to implement the preemption adopted by ESSHB 1220.

Adoption of permanent regulations will ensure substantial compliance with the requirements of state law as adopted under ESSHB 1220 and assist the city to responsibly meet its state required jurisdictional targets for permanent supportive housing, transitional housing, and emergency shelters and housing.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**

Public involvement commenced in August 2021 and will continue until permanent ordinance adoption which is anticipated in March 2022. The Planning Commission is tentatively scheduled to hold its public hearing on December 1, 2021.

- **Outreach Methods and Results:**

- o Public notices for City Council Meetings and Planning Commission Meetings
- o SEPA Notice and Request for Comments
- o Public Hearing 10-5-21
- o Email Distribution Lists

- **Feedback Summary:**

Feedback to-date is more fully described in Attachment A: Supplemental Findings, Conclusions, and Transmittal Guidance to the Planning Commission.

**BUDGET IMPACT:**

**Total Cost:**

There is no fiscal impact associated with this proposed amendment to the Redmond Zoning Code. Staff working on this amendment are funded through the adopted budget.

Approved in current biennial budget:  Yes  No  N/A

**Budget Offer Number:**  
000250 - Community and Economic Development

**Budget Priority:**  
Vibrant and Connected

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

*If yes, explain:*  
N/A

**Funding source(s):**  
General Fund

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

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
8/17/2021	Business Meeting - Adoption of IOC	Approve
10/5/2021	Business Meeting - Public Hearing on IOC	Receive Information
10/26/2021	Study Session	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The Planning Commission is scheduled to begin its consideration of permanent regulations on November 3, 2021. Council guidance to the Planning Commission should be adopted no later than the November 1, 2021 for the information to be available when the Planning Commission initiates its work.

**ANTICIPATED RESULT IF NOT APPROVED:**

If supplemental findings of fact are not adopted by the City Council, the Planning Commission will work with the findings included in IOC Ordinance No. 3059 and the record that has been developed to-date.

**ATTACHMENTS:**

A. Revised Supplemental Findings of Fact, Conclusions, and Transmittal Guidance to the Planning Commission

Supplemental Findings, Conclusions, and Transmittal Guidance to the Planning  
Commission/Revised

I. Findings of Fact

1. **RCW 82.14.530 Sales and use tax for housing and related services (HB 1590).** A statewide measure, HB 1590, granted county jurisdictions the authority to impose a 0.1% sales tax to fund the construction or acquisition of affordable housing, which may include emergency, transitional, and supportive housing. On October 13, 2020, the Metropolitan King County Council voted to enact a 0.1% sales tax increase to fund permanent supportive housing for the chronically homeless via an emergency ordinance. Under RCW 82.14.530, the King County may impose the tax authorized under subsection (a)(ii) only if the County plans to spend at least thirty percent of the moneys collected under this section, that are attributable to taxable activities or events within any city with a population greater than sixty thousand, within that city's boundaries.
2. **Engrossed Second Substitute House Bill (ESSHB) 1220 – Zoning Mandates.** On May 12, ESSHB 1220 was signed into law and went into effect on July 25, 2021. In part, the bill amends several sections in the Growth Management Act, chapter 36.70A RCW, and the Code City provisions, chapter 35A.21 RCW, to require cities to implement the following mandates:
  - i. Effective July 25, 2021, permanent supportive housing and transitional housing shall not be prohibited in any zone where residential dwellings or hotels are allowed; and
  - ii. Effective September 30, 2021, indoor emergency housing and indoor emergency shelters shall not be prohibited in any zone where hotels are allowed.
3. **ESSHB 1220 – Regional Share Requirements.** ESSHB 1220 further provides that jurisdictions must plan for the projected growth and accommodate the targets provided by the Department of Commerce. Specifically,
  - i. Units for moderate, low, very low, and extremely low-income households; and
  - ii. Emergency housing, emergency shelters, transitional housing, and permanent supportive housing.
4. **Jurisdictional Plans and Targets – Regional Share Requirements.** In March 2021, the City adopted a Housing Action Plan that provided a target range for housing provided at or below 30% AMI. In July 2021, the Growth Management Planning Council adopted jurisdictional targets for housing provided at or below 30% AMI, which includes units located in emergency housing, emergency shelters, transitional housing, and permanent supportive housing. Target ranges are as follows:
  - i. Housing Action Plan 2020-2040 Target Range 1602-2669.
  - ii. Countywide Planning Policies 2024-2044 Target Range 2984-4906 (approx. range pending finalization of the Comprehensive Plan Housing Element).

4.5. Redmond Zoning Code. Although these types of land uses were allowed in many zones under the Redmond Zoning Code (RZC), the RZC does not define nor clarify the provisions through which

permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters are mandated consistent with ESSHB 1220 requiring some amendments to current regulations in the RZC.

**5-6. Interim Zoning Controls.** On August 17, 2021, Council unanimously adopted Ordinance No. 3059 imposing an Interim Official Control (IOC) to amend portions of the RZC to align City shelter regulations with state adopted definitions and to implement the preemption adopted by ESSHB 1220 that allows Permanent Supportive Housing and Transitional Housing in all zoning districts where residential dwellings and/or hotels are allowed, and indoor Emergency Housing and indoor Emergency Shelters in all zoning districts where hotels are allowed, for conformance and consistency with state law.

**6-7. Public Hearing and Community Input.** In accordance RCW 36.70A.390, a public hearing was held on October 5, 2021. Emails have also been submitted and comments have been made at City Council Business Meetings related to the IOC. Public input has centered less on the terms of the IOC and more on the details of a permanent supportive housing facility proposed by King County under the Health Through Housing (HtH) program in the Overlake Urban Center of Redmond. The HtH program is described in greater detail below. Testimony and community input have focused on the following:

- i. Public safety considerations relating to illegal use of drugs at the proposed permanent supportive housing facility.
- ii. Public safety considerations related to potential resident sex offenders residing at the proposed permanent supportive housing facility.
- iii. Public safety considerations related to the proximity of the proposed facility to schools, daycares, and neighborhoods.
- iv. Public safety considerations related to increased crime in the area and lack of background checks.
- v. Concerns that the proposed facility will only serve chronically homeless populations suffering from mental illness and drug addiction rather than homeless families.
- vi. Questions regarding the need for facilities in Redmond to serve chronically homeless populations.
- vii. Concerns that the facility will import chronically homeless populations from areas outside the Eastside and not serve the City's homeless community members.
- viii. Public concerns about safety and security.
- ix. Regulatory alignment with Bellevue code requirements governing Homeless Services Uses was urged by Bellevue residents commenting in the HtH project at the Silver Cloud Hotel.
- x. Lack of transparency in King County's acquisition of a hotel in Redmond to establish a permanent supportive housing use.
- xi. General support for the ordinance and for the King County HtH acquisition of the Silver Cloud Hotel as an important step to address the needs of the chronically homeless in our region.

**7-8. Health through Housing Community Input.** Public comments were received by King County in response to the recent acquisition of the Silver Cloud Hotel, which is intended to be utilized as part of the County's HtH Implementation Plan. The Silver Cloud Hotel is located in one of Redmond's two designated urban centers. It was acquired by the County because the urban center is an area rich with



transit, employment, and supportive service opportunities. The Silver Cloud Hotel building is also configured to support safety and security needs for future residents and the surrounding community. Input on the Silver Cloud Hotel acquisition was provided at a Town Hall meeting held on September 2, 2021, with County Councilmember Claudia Balducci as well as in other submittals. A summary list of community suggestions received by the County on the HtH program was presented to the Redmond City Council during a presentation by County staff on October 5, 2021, and is provided below with City Council emphasis added.

- i. 24/7 Staffing
- ii. Onsite Substance Use Treatment
- iii. Employment and Housing Assistance
- iv. Building and Property Conditions
- v. Need for Security Cameras
- vi. Partnerships and Impact with First Responders
- vii. Increased Communication
- viii. Neighborhood Advisory Group
- ix. Applicant Screening and Preparation of Residents for Housing
- x. Observing Laws on Sex Offender Registration Requirements
- xi. Connections to Local Human Service Providers
- xii. Ability to Help People Experiencing Chronic Homelessness In and Near Redmond
- xiii. Need for Controlled Access
- xiv. Safety In and Around the Housing
- xv. Code of Conduct
- xvi. Privacy Fencing
- xvii. Concerns About Enabling vs. Treatment
- xviii. Ensuring Food Access
- xix. How Quickly Occupancy Will Increase
- xx. Operator Responsiveness

## II. Conclusions

1. **ESSHB 1220 Substantial Compliance.** In adopting IOC Ordinance No. 3059, the City ensured substantial compliance with the requirements of ESSHB 1220.
2. **RCW 82.14.530 (HB 1590) Funding Utilization.** In adopting IOC Ordinance No. 3059, the City facilitates effective utilization of certain funds authorized under RCW 82.14.530 which are mandated to be spent within the Redmond jurisdictional boundaries.
3. **Shelter and Transitional, and Permanent Supportive Housing Jurisdictional Targets.** IOC Ordinance No. 3059 furthers the City’s compliance with state mandates by ensuring that the city can responsibly address Redmond’s share of regional homelessness and maximize the impact and effective utilization of

HB 1590 funding to meet targets adopted in the Housing Action Plan, the Countywide Planning Policies, and state mandated targets anticipated from the Department of Commerce next year.

4. **Addressing Local Homeless Needs.** IOC Ordinance No. 3059 assists Redmond in addressing local homelessness needs. The City of Redmond’s Homeless Outreach Administrator works directly with unsheltered individuals in Redmond to find housing and connect them with needed resources. She has provided the following information.
  - i. **Redmond Needs.** On average, the Administrator serves 180 clients/year. Based on the Administrator’s review of the eligibility criteria for HtH units, she has identified not less than 48 clients who could be referred to these units of permanent supportive housing.
  - ii. **Bellevue Needs.** The City of Bellevue’s outreach professional anticipates that not less than 40 clients would be eligible. These estimates do not include clients served in local emergency shelters.
  - iii. **Eligibility for Health through Housing.** RCW 82.14.530 and KCC chapters 4A.503 and 24.30 combine to define and prioritize which persons are eligible to live in HtH funded projects.
  
5. **Consistency with the Comprehensive Plan and City Vision.** The IOC Ordinance No. 3059 provisions are tailored to be consistent with the Redmond Community Vision contained within the Comprehensive Plan and the Redmond value as a welcoming city. The IOC regulations:
  - i. Are scalable and can be modified and adjusted based on the zoning district context and the intensity of the proposed use (i.e., shelter, transitional, and permanent supportive).
  - ii. Limit density with flexibility to impose increased mitigation as occupancy is increased.
  - iii. Impose spacing requirements between shelter, transitional and permanent supportive uses to avoid use concentrations.
  - iv. Require an occupancy agreement that addresses safety and security including:
    - The use or sale of alcohol and illegal drugs;
    - Threatening or unsafe behavior; and
    - Weapon possession.
  - v. Require the development of a safety and security plan to be reviewed and approved by the Redmond Police Department.
  - vi. Require a plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a “Good Neighbor Agreement Plan”).
  - vii. Require a description of eligibility for residency and a referral process.
  
6. **Public Input Considerations.** Existing protocols and protections that address community concerns for public safety and information and operate in concert with new regulations adopted under IOC Ordinance No. 3059.
  - i. **National Sex Offender Registry.** Required compliance for all sex offenders to be registered with the National Sex Offender Registry and comply with applicable state and federal law.
  - ii. **Interdepartmental and Interjurisdictional Coordination.** Proactive coordination between Redmond Police Department, Homeless Outreach Administrator, and King County Human Services representatives, and surrounding cities.
  - iii. **City Mental Health Professional.** Continued involvement of a licensed Mental Health Professional (MHP) to co-respond with police officers and fire fighters to calls for service

that could benefit from social service connections, referrals, de-escalation, and assessment for behavioral health concerns.

7. **King County Health through Housing.** Programmatic components that address community concerns for safety include:
- i. **24-hour staff at facilities.**
  - ii. **Resident Selection.** Resident eligibility and selection will be informed by multiple information systems in place including:
    - Homeless Management Information System (HMIS)
    - Veterans Data System
    - Behavioral Health Information System
    - Local Outreach Staff in Redmond, Bellevue, and Kirkland
  - iii. **Designated Crisis Responders.** Available 24 hours a day, 365 days a year.
  - iv. **Tenant Code of Conduct.** Requirement that residents sign and observe a Tenant Code of Conduct, or be moved to an alternative facility, that includes:
    - Good neighbor clause requiring residents to agree that they intend to be a good neighbor to both other residents and the community.
    - Behavioral expectations – clearly identified behaviors that will result in removal or suspension include, but are not limited to, violent behavior, property destruction, failure to comply with local, state, or federal law.

### III. Transmittal Guidance to the Planning Commission for Review of Ordinance No. 3059

#### 1. Spacing Considerations:

- i. Consider whether separation requirements can be expanded without precluding Redmond’s ability to accommodate its targets for moderate, low, very low, and extremely low-income households, emergency housing, emergency shelters, transitional housing, and permanent supportive housing.

#### 1.2. Occupancy Agreement Considerations:

- i. Consider a requirement that no shelter, transitional, or permanent supportive housing use may also be a designated supervised/safer consumption site (SCS), supervised/safer injection facility (SIF), or supervised/safer injection service (SIS), broadly classified as Community Health Engagement Locations (CHELs) under King County Department of Community and Human Services and King County Public Health.
- ~~ii. Consider whether separation requirements can be added without precluding Redmond’s ability to accommodate its targets for moderate, low, very low, and extremely low-income households, emergency housing, emergency shelters, transitional housing, and permanent supportive housing.~~
- ii. Consider clarifying how the City Council will be involved in the approval of occupancy agreements.
- iii. Identify outreach opportunities that facilitate input from individuals with lived experience in homelessness during the development of required occupancy agreements.

iv. Consider a requirement that the prior experience and success of the operator is clearly addressed in the occupancy agreement.

iii-v. Consider allowing partnerships between multiple operators and providers as a mechanism to offer levels of service needed to support the proposed resident population.

vi. Consider a requirement to maintain minimum staffing levels.

**3. Process Clarity.** Address process clarity in the siting of permanent supportive housing, transitional housing, emergency housing, and emergency shelters.

**4. Periodic Review and Evaluation.** Provide for a periodic review and adjustment of regulations if needed.

**5. Redmond Appropriate.** Ensure any permanent ordinance is Redmond-appropriate and reflects the values and vision of the Redmond community as expressed in the Comprehensive Plan, Community Strategic Plan, Human Services Strategic Plan, Housing Action Plan, and City values of welcoming.



Memorandum

**Date:** 11/1/2021  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 21-166  
**Type:** Consent Item

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

Finance	Chip Corder	425-556-2189
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**DEPARTMENT STAFF:**

Finance	Kelley Cochran	Deputy Finance Director
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**TITLE:**

Adoption of an Ordinance Establishing the 2022 Property Tax Levy for General Operations

- a. Ordinance No. 3068: An Ordinance of the City of Redmond, Washington, Levying Property Taxes for the City of Redmond for the Fiscal Year Commencing January 1, 2022, on All Property, Both Real and Personal, in Said City Which is Subject to Taxation for the Purpose of Paying Sufficient Revenue to Carry on General Operations, Recognize Voter Approved Levy Lid Lifts for Public Safety and Parks for the Ensuing Year as Required by Law

**OVERVIEW STATEMENT:**

The property tax ordinance establishes the 2022 property taxes for general operations and for supporting Redmond’s Levy Funds for Parks and Public Safety. Pursuant to state law, the City of Redmond may levy property taxes annually for general operations. The Revised Code of Washington (RCW) 85.55.005 allows a jurisdiction over 10,000 in population to raise property taxes by the lesser of the implicit price deflator or 1% plus new construction, annexations, and other miscellaneous adjustments (e.g., refunds) with a simple majority vote.

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

**REQUESTED ACTION:**

- Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
2021-2022 Adopted Budget
- **Required:**  
(RCW) 85.55.005
- **Council Request:**

N/A

- **Other Key Facts:**

N/A

**OUTCOMES:**

Redmond received preliminary property tax figures from King County for 2022 on September 30, 2021, which did not include assessed valuation numbers for new construction on state public utilities. As a result, these numbers are estimates and are subject to change once the final worksheet is received from King County. The attached ordinance (Attachment A) is based on preliminary information, as King County must receive Redmond's property tax request by November 30, 2021.

The attached ordinance establishes the 2022 property taxes at \$30,436,367 with \$23,811,080 for general operations and \$6,625,287 supporting Redmond's levy funds.

The City's assessed valuation has increased from \$27.1 billion in 2021 to \$30.2 billion in 2022, or by 11.4% according to King County's preliminary numbers.

These numbers translate into a levy rate of \$1.01 per \$1,000 of assessed valuation for a Redmond property owner. This is a decrease of \$0.07 per \$1,000 of assessed valuation from the 2021 levy rate.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

**BUDGET IMPACT:**

**Total Cost:**

The attached ordinance sets the 2022 regular property tax levy at \$30,436,367, which includes the 1% property tax increase.

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
9/22/2020	Business Meeting	Provide Direction
12/10/2020	Business Meeting	Approve
10/26/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Action is necessary before to meet King County's deadline of November 30, 2021 for property tax collections in 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

If action is not taken by November 30, 2021, Redmond will not comply with the County deadline for submitting 2022 property tax levies.

**ATTACHMENTS:**

Attachment A: 2022 Property Tax Ordinance

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, LEVYING PROPERTY TAXES FOR THE CITY OF REDMOND FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2022, ON ALL PROPERTY, BOTH REAL AND PERSONAL, IN SAID CITY WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PAYING SUFFICIENT REVENUE TO CARRY ON GENERAL OPERATIONS, RECOGNIZE VOTER APPROVED LEVY LID LIFTS FOR PUBLIC SAFETY AND PARKS FOR THE ENSUING YEAR AS REQUIRED BY LAW

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WHEREAS, the City Council of Redmond, Washington has properly given notice of public hearings held on June 16, 2020, October 20, 2020, November 2, 2020 and November 17, 2020, to consider the City of Redmond's current expense budget for the 2021-2022 biennium, pursuant to RCW 84.55.120; and

WHEREAS, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Redmond requires a levy in the amount of \$30,436,367 which includes an increase in property tax revenue from the previous year beyond that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City; and



WHEREAS, the City Council in the course of considering the budget for the 2021-2022 biennium has reviewed all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, City of Redmond voters approved a levy lid lift for public safety and parks and recreation in 2007.

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

Section 1.      General Tax Levy for 2022.      An increase in the regular levy is hereby authorized for the 2022 regular levy in the amount of \$30,436,367 which is a percentage increase of 1.00% or \$291,288 from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, and any additional amounts resulting from any annexations that have occurred, and refunds made. Including the increase stated above and inclusive of the addition of new construction, the value of state assessed property, annexations and refunds there shall be and is hereby levied current taxes of \$30,436,367 the purpose of which is to discharge the expected expenses and obligations of the City.

In the event King County provides updated levy limit information after the passage of this ordinance, the levy provided herein shall be automatically adjusted to reflect such information so that the total sum levied shall not exceed the increase authorized by the levy lid lift approved by voters for public safety and parks and such other amounts authorized by law.

Section 2.        Certification of Ordinance to King County Council. This ordinance shall be certified to the King County Council, as provided by law, and taxes hereby levied shall be collected and paid to the Finance Director of the City of Redmond at the time and in the manner provided by the laws of the State of Washington for the collection of taxes for non-charter code cities.

Section 3.        Majority Approval. This ordinance was passed by a majority of the entire Council.

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

Section 5.        Effective Date. This ordinance shall take effect five (5) days after passage and publication of the ordinance or a summary thereof consisting of the title, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL D. XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

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



Memorandum

**Date:** 11/1/2021  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 21-167  
**Type:** Staff Report

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

Public Works	Dave Juarez	425-556-2733
Planning and Community Development	Carol Helland	425-556-2107

**DEPARTMENT STAFF:**

Public Works	Jessica Atlakson	Environmental Geologist
Public Works	Amanda Balzer	Science and Data Analytics Supervisor
Planning and Community Development	Jeff Churchill	Long Range Planning Manager

**TITLE:**  
Temporary Construction Dewatering (TCD) Staff Report

**OVERVIEW STATEMENT:**

Council will be provided the results of the TCD project policy analysis and will be asked to provide direction on the proposed policy and code amendment strategy to address the continued tensions between subterranean development for new dense development patterns (typically parking) and drinking water resource management policies.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Community Strategic Plan, Comprehensive Plan, Environmental Sustainability Action Plan
- **Required:**  
Redmond Municipal Code 13.25
- **Council Request:**  
March 9, 2021 Council Study Session
- **Other Key Facts:**  
This project is being implemented in three phases:

- Phase I - Analyze and identify policy tension by conducting a triple bottom line analysis to determine the economic, social, and environmental costs and benefits of TCD in Redmond (completed).
- Phase II - Analyze policy options and determine path forward for irreconcilable tensions.
- Phase III - Implement recommendations for policy and code amendments.

The three Scenarios approved by Council on March 9, 2021 to be included in Phase II (policy analysis) include:

- Scenario 1: Minimizes impacts to the environment with lower parking ratios and limited dewatering.
- Scenario 2: Promotes ‘small town feeling’ with current building heights and ample parking hidden underground.
- Scenario 4: Concentrates population and job growth to Redmond’s urban and local centers with increased building heights and lower parking ratios.

Council directed staff to analyze the following during policy analysis:

- Limit TCD to elevator pit and footing construction only within Critical Aquifer Recharge Area (CARA)
- Decrease residential parking ratio within transit-oriented development
- Remove density bonus for subterranean parking
- Increased building heights within transit-oriented development
- Innovative parking solutions

#### **OUTCOMES:**

The November 1, 2021 Staff Report will review the results of the policy analysis. The desired outcome of this Staff Report is feedback from Council on the proposed policy and code amendment strategy.

Subterranean parking was identified as a tension point between dense development and drinking water resource management policies in Phase I of this study. A policy analysis was conducted by staff from Public Works, Planning, Fire, and Finance to identify areas of Redmond policy or code that could lead to subterranean parking within the CARA. The analysis identified the following policy adjustments to address the tension:

- Modify incentives for subterranean parking
- Reduce parking ratio requirements
- Building height adjustments
- Innovative parking
- Comprehensive Plan updates within the Land Use, Urban Centers, and Transportation elements

Based on the policy analysis, staff recommend a phased approach to implementation. The policy and code amendments will be phased in three groups: bridge changes (2021 - 2022), midterm changes (2023), and long-term changes (2024).

#### *Bridge Changes (2022)*

Staff are working on regulatory amendments that begin to address parking ratios and building heights within the Redmond Zoning Code ReWrite process. This is scheduled to be presented to Council in 2021Q4 - 2022Q1.

#### *Midterm Changes (2023)*

Staff are working on code amendments that address:

- Subterranean parking density bonus within Downtown
- Restaurant parking waivers within Downtown and Marymoor
- Innovative parking within Downtown and Marymoor
- Interim limitations to TCD duration

The midterm changes will be part of the Redmond Zoning Code ReWrite process. This is scheduled to be presented to Council in 2023Q1.

*Long Term Changes (2024)*

The following items are planned to be ready for Council final action in 2024Q2:

- Staff are coordinating with the Urban Centers Off-Street Parking Team to help inform reductions to parking ratios. This will be part of Phase II of the Redmond 2050 process.
- Staff are coordinating with the Redmond 2050 team to:
  - incorporate language within the Comprehensive Plan that details the importance of avoiding subterranean parking within the critical aquifer recharge area (CARA) for clarification,
  - address building height adjustments within Downtown and Marymoor
- Staff will update RMC 13.25 (TCD) to set limitations of depth and duration of TCD within the CARA.

Development projects that have already been approved to move forward with TCD for subterranean parking within the CARA prior to adoption of the TCD depth and duration limitation in 2024Q2 will still be allowed to proceed. Based on the timeline of typical projects, it is estimated that there will be an approximately two-year lag time from adoption to when TCD will no longer be used for subterranean parking within the CARA.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**

During Phase I of this project, staff convened a stakeholder group to represent the social, economic, and environmental aspects of the Triple Bottom Line analysis. The stakeholder group provided community input on the development of the Triple Bottom Line goals, scenarios, and evaluation criteria. They also provided feedback on the results of the analysis.
- **Outreach Methods and Results:**
  - Stakeholders participated in person (prior to COVID-19 restrictions) and virtual meetings (during the pandemic).
  - Let’s Connect was used to conduct surveys for the broader community and share information.
  - Staff distributed a summary to the stakeholder group that contains proposed policy and code amendments and how they were shaped by comments from the stakeholder group.
  - Outreach for each specific code or policy amendment will occur within the Redmond Zoning Code ReWrite or Redmond 2050 outreach processes.
- **Feedback Summary:**
  - Triple Bottom Line Analysis goals, scenarios, and evaluation criteria reflect stakeholder feedback as presented at the September 8, 2020 Study Session.
  - Results of the Triple Bottom Line Analysis reflect stakeholder feedback as presented at the March 9, 2021 Study Session.

**BUDGET IMPACT:**

**Total Cost:**

Total costs for Phase I of the Temporary Construction Dewatering Policy Analysis was \$90,000. Phase I has been completed and was funded in the 2019-2020 biennium.

Phase II and III of this project will be completed with in-house staff funded in the 2021-2022 Budget.

Approved in current biennial budget:  Yes  No  N/A

Budget Offer Number:  
000215

Budget Priority:  
Healthy and Sustainable

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

**If yes, explain:**

- Temporary Construction Dewatering can have impacts on water revenues due to increase in Cascade Water Alliance purchases to supplement loss of well production due to drinking water aquifer quality impacts.

Funding source(s):  
Water Utility

Budget/Funding Constraints:  
N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
4/14/2020	Committee of the Whole - Planning and Public Works	Receive Information
7/14/2020	Committee of the Whole - Planning and Public Works	Receive Information
9/8/2020	Study Session	Receive Information
2/9/2021	Committee of the Whole - Planning and Public Works	Provide Direction
3/9/2021	Study Session	Approve
10/12/2021	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Staff is coordinating with the Redmond 2050 effort. Policy evaluation based on the results of Phase I will inform the Comprehensive Plan update. Delays in moving forward with this project may impact Comprehensive Plan data submittal as well as prolong tensions between compact development and water management policies.

**ANTICIPATED RESULT IF NOT APPROVED:**

Tensions between new compact development patterns and water management policies will continue.

**ATTACHMENTS:**

Attachment A: Presentation



# Temporary Construction Dewatering - Policy Analysis

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November 1, 2021

Jessica Atlakson, Environmental Geologist

Jeff Churchill, Long Range Planning Manager



Redmond  
WASHINGTON

# Purpose

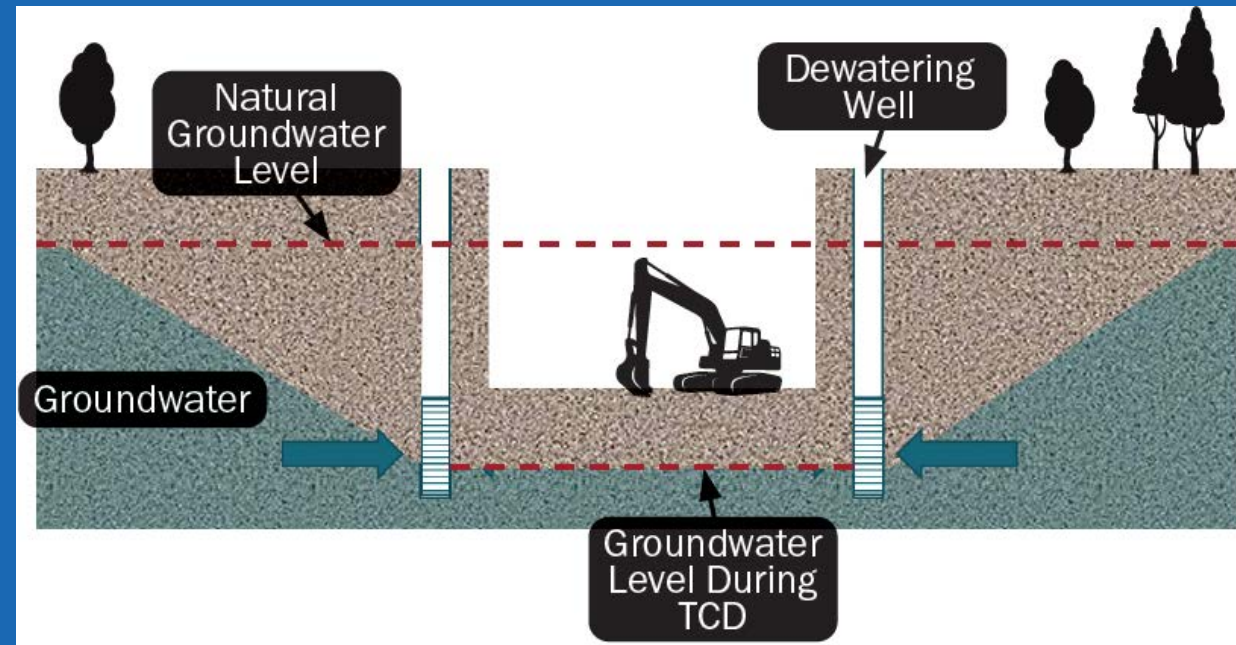
- Temporary Construction Dewatering (TCD) Phase II analysis results
- Obtain Council's feedback on proposed implementation strategy



# Project Goal



Reduce or eliminate irreconcilable tensions between water management and compact growth policies.



# Phase I Summary



## Triple Bottom Line Analysis

Council Direction from March 2021:

- Limit TCD duration
- Limit TCD to elevator pits and footings
- Decrease residential parking ratio
- Remove density bonus for subterranean parking
- Increase building heights
- Innovative parking

	Evaluation Criteria	Scenario 1	Scenario 2	Scenario 3	Scenario 4	Scenario 5
Economic	EC-1 Impact on City Revenues	Green	Yellow	Green	Green	Green
	EC-2 Impact on City Expenditures	Green	Yellow	Purple	Green	Purple
	EC-3 Impact on Development	Green	Green	Yellow	Green	Yellow
	EC-4 Achievement of 2050 Population Estimates	Green	Green	Purple	Purple	Purple
Social	S-1 Impacts of Drought on Water Rates	Yellow	Purple	Purple	Yellow	Purple
	S-2 Number of Affordable Housing Units Added	Green	Green	Green	Green	Green
	S-3 Ratio of Redmond Water Rates to Area Mean Income	Green	Purple	Purple	Green	Purple
	S-4 Ratio of Transportation Supply to Demand	Green	Green	Green	Green	Purple
Environmental	EN-1 Groundwater Quantity	Green	Purple	Purple	Green	Purple
	EN-2 Groundwater Quality	Green	Purple	Purple	Green	Purple
	EN-3 River Health	Yellow	Green	Green	Yellow	Purple
	EN-4 Resiliency of Water Distribution System	Yellow	Yellow	Purple	Purple	Purple

Legend



# Policy Analysis



- ✓ Identify tension points in policy
  - Parking
  - Building heights
- ✓ Propose amendments
  - Vetted with Internal Stakeholders
- ✓ Propose implementation strategy
  - Redmond Zoning Code ReWrite
  - Redmond 2050

**Planning & Community  
Development**

**Public Works**

**Redmond Fire**

**Finance**

# Phase II Implementation Strategy



## Bridge Changes

Redmond Zoning Code ReWrite  
Q1 2022



## Mid-term Changes

Redmond Zoning Code ReWrite  
Q2 2023



## Long Term Changes

Redmond 2050  
Q2 2024

# Bridge Changes

**Q4 2021 - Q1 2022**

Reduce parking requirements near frequent transit

# Midterm Changes

**Q2 2023**

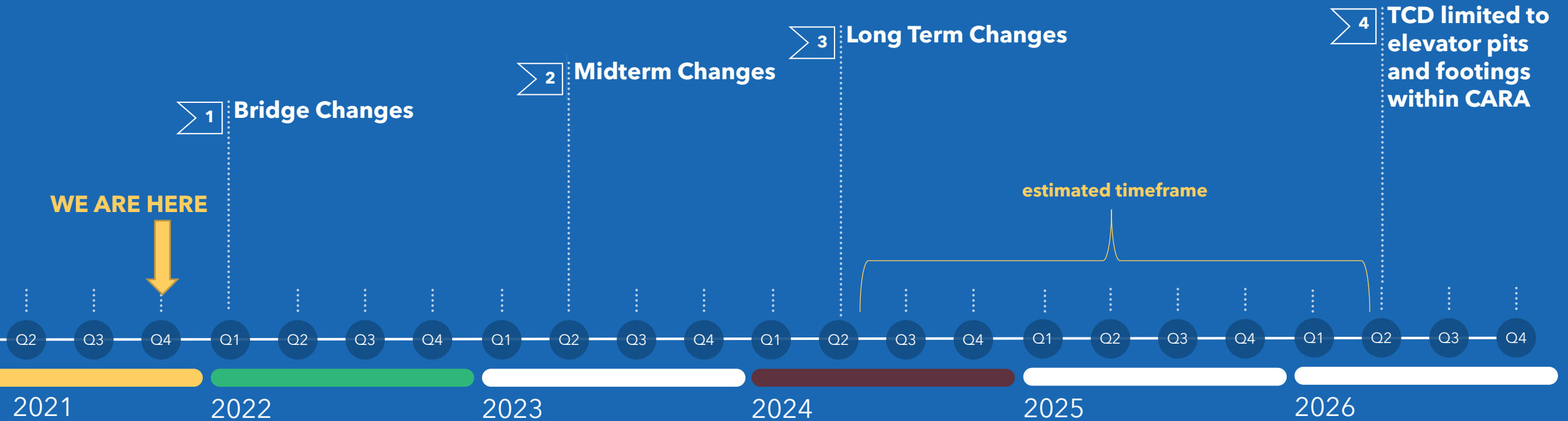
- Modify density bonus
- Modify restaurant parking waiver
- Innovative parking
- Interim limitations to TCD

# TCD Long Term Changes - Q2 2024

- Comprehensive Plan Changes
- Parking ratio adjustments in Downtown and Marymoor
- Explore building height incentives
- Limitations to TCD duration and depth



# Phase III Roadmap



# Next Steps

- **Begin Phase III (policy implementation)**
  - Redmond Zoning Code ReWrite
  - Redmond 2050
- **Provide Council updates**
  - Sustainability briefings
  - Redmond Zoning Code ReWrite
  - Redmond 2050 updates



# Thank You



Any Questions?





Memorandum

Date: 11/1/2021  
Meeting of: City Council Special Meeting

File No. AM No. 21-168  
Type: New Business

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

Executive	Lisa Maher	425-556-2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
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**TITLE:**  
City of Redmond Operations Zero Carbon Strategy

1. Resolution No. 1550: A Resolution of the City Council of the City of Redmond, Washington, Adopting the City of Redmond Operations Zero Carbon Strategy

**OVERVIEW STATEMENT:**

Staff will review the City of Redmond Operations Zero Carbon Strategy (Attachment A) and seek adoption of the Strategy by resolution. The Strategy outlines an ambitious approach to reduce emissions and shift operations to a low carbon future. It includes a baseline greenhouse gas (GHG) inventory and a technical analysis of the actions necessary to work towards carbon neutrality by 2030.

The Zero Carbon Strategy approach maximizes climate benefits, increases accountability, encourages cost savings, improves health, and demonstrates leadership. It directly supports implementation of the Environmental Sustainability Action Plan (ESAP), Action C3.4, and the 2020 Climate Emergency Declaration (plan development objective).

The Strategy quantifies a path to reduce GHG emissions by 75 percent by 2030 through direct actions such as fleet and facility electrification, investments in clean energy, energy efficiency upgrades, and more. Remaining emissions in 2030 stem from the City’s vehicle fleet and employee commuting. Technology advances and offsets will be necessary to meet the Strategy goals.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

- Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- Relevant Plans/Policies:

Climate Emergency Declaration, Community Strategic Plan, Environmental Sustainability Action Plan

- **Required:**  
N/A
- **Council Request:**  
With the adoption of the Climate Emergency Declaration, Council requested the development of a strategy that outlines a path to achieve the Declaration goals.
- **Other Key Facts:**
- Council adopted a Climate Emergency Declaration, which was integrated into the ESAP and identifies the goal of carbon neutrality for city operations by 2030.
- As a result of the October 12, 2021, Study Session, staff added an action directing staff to evaluate the use of zero emissions leaf blowers (Zero Carbon Strategy, page 26).

**OUTCOMES:**

- GHG emission reductions
- Leadership in climate and sustainability work

**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:**

Baseline budget

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

**Budget Offer Number:**

Budget Offer 000220

**Budget Priority:**

Healthy and Sustainable

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

***If yes, explain:***

An implementation cost analysis was not part of the Zero Carbon Strategy development. While many actions will have long-term cost savings, an expedited transition to carbon neutrality will likely be more capital intensive. Staff are exploring funding options to support the goals and objectives of the draft Zero Carbon Strategy for consideration in the 2023-2024 budget, as well as grant funding.

**Funding source(s):**  
General Fund

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

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
10/6/2020	Business Meeting	Approve
9/21/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
10/12/2021	Study Session	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Council adoption of the Zero Carbon Strategy will set the stage for the proposed 2023-2024 biennial budget and support progress towards the City's ESAP and Climate Emergency Declaration goals.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the Zero Carbon Strategy is not adopted, the City will move forward incrementally to advance the Strategy goals.

**ATTACHMENTS:**

- Attachment A: Resolution
  - Exhibit 1: City of Redmond Operations Zero Carbon Strategy
- Attachment B: Presentation

**CITY OF REDMOND**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF REDMOND, WASHINGTON, ADOPTING THE CITY OF  
REDMOND OPERATIONS ZERO CARBON STRATEGY

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WHEREAS, the City Council adopted the Environmental Sustainability Action Plan in September 2020, which is the City's roadmap to reduce community greenhouse gas emission to net-zero by 2050 and preserve and enhance Redmond's natural resources; and

WHEREAS, the Environmental Sustainability Action Plan action C3.4 - Carbon neutrality plan for City operations, directs the City to develop a plan for City operations to achieve carbon neutrality; and

WHEREAS, the City Council adopted a Climate Emergency Declaration in October 2020, pledging the City to lead by example and reduce greenhouse gas emissions from City operations to net-zero by 2030; and

WHEREAS, the community values a healthy environment that supports an active community, and the Healthy and Sustainable budget priority advances the preservation and protection of its natural environment through implementation of the Environmental Sustainability Action Plan; and

WHEREAS, the United Nations Intergovernmental Plan on Climate Change estimates that global greenhouse gas emissions must decline

to net-zero emissions by around 2050 to avoid catastrophic climate disruption; and

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

That the City of Redmond Operations Zero Carbon Strategy, set forth in Exhibit 1, attached hereto and incorporated herein by this reference as set forth in full, is hereby adopted by the City of Redmond.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO:



# City of Redmond Operations Zero Carbon Strategy

October 2021



# Table of Contents

- Executive Summary..... 3
- Introduction ..... 5
- Methodology..... 6
- Findings Summary ..... 7
  - Overall Emissions ..... 7
  - Buildings & Energy..... 9
  - Transportation ..... 10
  - Waste ..... 11
- Analysis Assumptions and Detail ..... 12
  - Strategy #1: Cleaner Electricity..... 12
  - Strategy #2: Reduce Building Energy Demand ..... 15
  - Strategy #3: Building Fuel Switching ..... 18
  - Strategy #4: Reduce Fleet Vehicle Miles Traveled (VMT)..... 21
  - Strategy #5: Increase Fleet Vehicle Fuel Efficiency ..... 23
  - Strategy #6: Reduce Employee Commute Emissions..... 26
  - Strategy #7: Improve Waste and Materials Management ..... 29
  - Strategy #8: Increase Tree Canopy Cover and Offsets..... 31

## Executive Summary

The City of Redmond Operations Zero Carbon Strategy (Zero Carbon Strategy or Strategy) is the City's approach to reduce emissions and shift City operations to a low carbon future. The foundation of the Strategy is a technical analysis that estimates the greenhouse gas reduction benefits of the actions that guide the City's path towards carbon neutrality.

Achieving carbon neutrality will not be easy and will require significant changes in the way the City does business. We will need to significantly lower building and vehicle energy use, energy sources will need to shift entirely from fossil fuels like gasoline and natural gas to renewables like solar and wind power, and investments will be needed in lower-carbon energy, vehicles, and building infrastructure. Against this backdrop, technology is still rapidly evolving to support the need for a low carbon future.

The Zero Carbon Strategy is driven by the vision of the Climate Emergency Declaration and the Environmental Sustainability Action Plan (ESAP), calling on the City to lead on climate action and reduce greenhouse gas (GHG) emissions to net-zero by 2030. Both the Zero Carbon Strategy and the community-wide ESAP are guided by leading science that shows our climate is rapidly changing, and now is the time for bold climate action.

**To limit warming to 1.5°C, global human-caused greenhouse gas emissions must decline by 45 percent by 2030 and reach net-zero (carbon neutrality) around 2050.** IPCC, *Global Warming of 1.5°C*

### Strategy Development

While the ESAP guides the City's efforts to enhance *community-wide* sustainability and GHG reductions, the Zero Carbon Strategy focuses on GHG reductions from *government operations*. The Zero Carbon Strategy is a technical analysis and strategy to systematically reduce GHG emission from sectors within municipal operations such as government facilities, fleet, and electricity.

The Zero Carbon Strategy includes municipal actions identified in the ESAP and adds new actions that are referenced as *New* in the tables below. The actions were then modeled and visualized in a "wedge analysis" to understand the potential GHG reduction benefits. The Strategy included considerations of resources, facility and fleet strategic planning, and technology maturity. For instance, medium and heavy-duty electric vehicle technology will need to advance to support the City's goals.

Collectively, the actions outlined in this Strategy reduce emissions by an estimated 75% over the next nine years, making a path to carbon neutrality. Remaining emissions in 2030 stem largely from the City's vehicle fleet and employee commuting. Carbon offset/capture programs will be a critical step in achieving carbon neutrality.

## Reduction Pathway

The City has a long history and commitment to climate action. This strategy builds on that work and identifies new opportunities to accelerate the transition to zero net emissions. The overarching strategies for achieving cost-effective, long-term emissions reductions for the City of Redmond include:



### Transition to clean electricity.

Phasing out fossil fuel-sourced electricity will be important for achieving emissions reductions in both buildings and fleet.



### Reduce employee commute and City operational VMT & idling

Reducing the number of single-occupancy vehicle trips for commuting and reducing idling time will be important.



### Convert fleet vehicles and new buildings to **all-electric** while also improving **energy efficiency**.

As the electricity fuel mix becomes increasingly renewable, the shift from fossil fuels such as natural gas and gasoline to electricity will be increasingly impactful.



### Continue to transition to **zero waste and sustainable consumption**.

While solid waste only makes up a small proportion of the city's overall emissions, the upstream emissions impacts of material consumption are substantial and should not be overlooked.



### Increase **tree canopy cover and offsets**.

Carbon sequestration and offset projects will be essential to helping reach 2030 goals as the City transitions its infrastructure and vehicles to run on clean electricity.

## Implementation

Many of the actions within the Zero Carbon Strategy are already underway or part of the City's existing business practices. Additional actions will be integrated into the 2023-2024 budget planning efforts to ensure phasing is aligned with staff capacity and budget resources.

An element of implementation will also include ongoing monitoring, evaluation, and reporting to transparently track progress towards goals and targets. Consistent with the ESAP, the City will leverage the following mechanisms to update and monitor progress:

1. Monthly status updates
2. Annual progress and evaluation reports
3. Biennial GHG inventory updates

The evaluation cycle and metric tracking will be used to determine if the actions identified are moving the City quickly enough towards goals, or if additional strategies or phasing need to be considered.

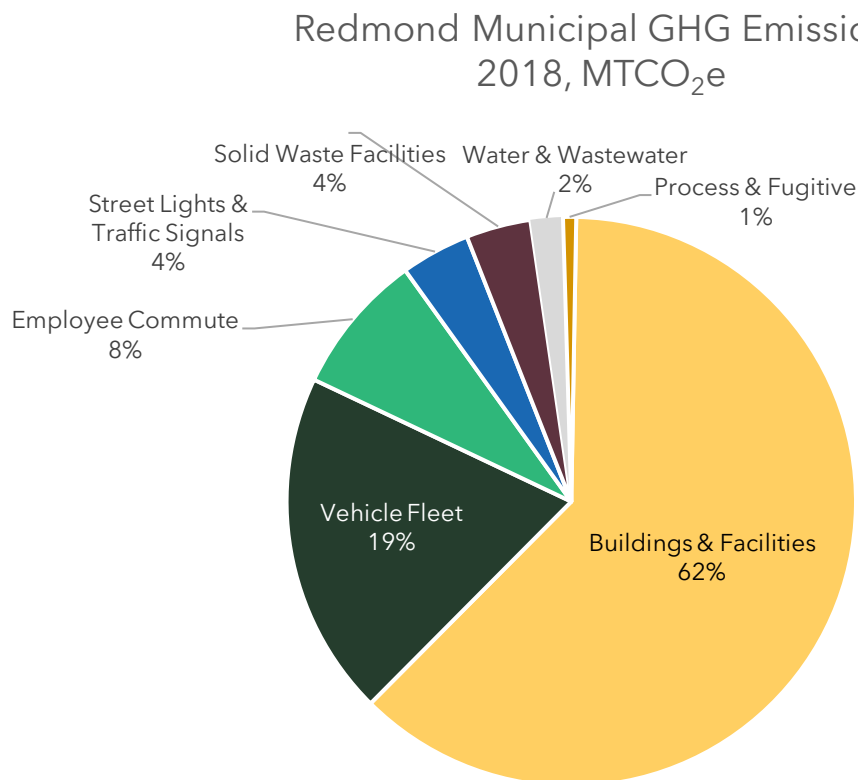
## Introduction

This document estimates variables and outcomes associated with identified municipal-level actions in the Environmental Sustainability Action Plan (ESAP) and new actions to support the City's transition to carbon neutrality by 2030. These estimations are often visualized in a "wedge analysis" that depicts a high-level estimate of how much the actions will collectively contribute towards meeting the city's municipal goals and targets.

This document is organized into the following strategies:

1. Cleaner Electricity
2. Reduce Municipal Building Energy Demand
3. Building Fuel Switching
4. Reduce City Fleet Vehicle Miles Traveled
5. Increase City Fleet Vehicle Fuel Efficiency
6. Reduce Employee Commute Emissions
7. Improve Solid Waste & Materials Management
8. Increase Tree Canopy Cover and Offsets

The strategies represent key "levers" for reducing Redmond's municipal GHG emissions. For reference, the following chart provides a breakdown of Redmond's current municipal GHG emissions sources:



1

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<sup>1</sup> Process & Fugitive emissions include emissions from energy generation and transmission loss and refrigerant leakage from building heating and cooling equipment.

## Methodology

Actions in the Zero Carbon Strategy were broadly classified and modeled into “impact strategies.” The strategies represent variables related to key sustainability indicators. For example, actions that reduce building energy demand were classified under a “Reduced Municipal Building Energy Demand” strategy. These strategies represent key areas for reducing GHGs from municipal operations.

Detailed outcomes from the impact analysis are provided in each of the focus area sections below.

This analysis assessed the following four primary scenarios:

- 1. Business-As-Usual (BAU):** An estimate of how the metric would change over time without the influence of external or internal policies or programs. Anticipated City employee growth is the key driver of business-as-usual projections for municipal operations.
- 2. External Factors:** The influence of policies external to the City of Redmond—such as state renewable portfolio standards—on the City of Redmond’s projected environmental trends. These are denoted in **gray** in the wedge graphics.
- 3. Current ESAP Actions:** The estimated impact of municipal-relevant actions included in the ESAP and the additional actions that will be needed for the City to meet carbon neutrality in its municipal operations. These are denoted in color in the wedge graphics.

The analysis was conducted to 2030—the target year for municipal operations to attain carbon neutrality.

# Findings Summary

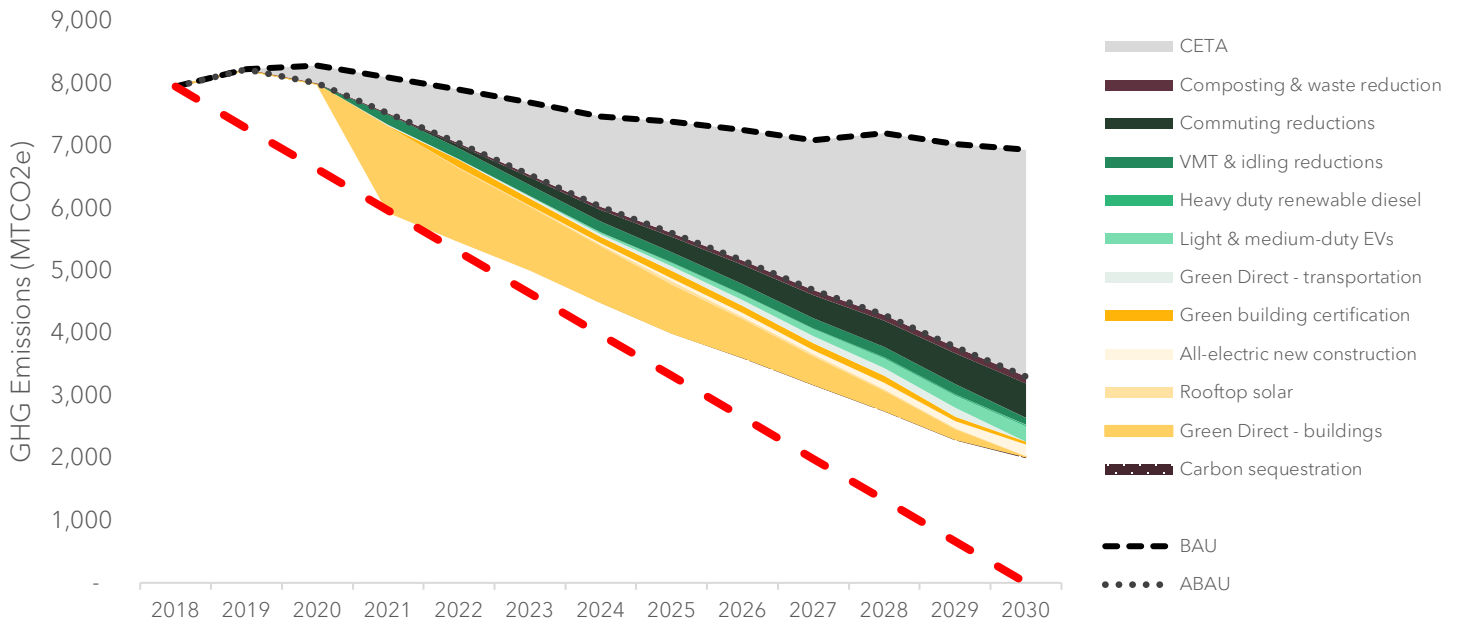
## Overall Emissions

Based on outcomes of this analysis, we recommend the following overarching approach for achieving cost-effective, long-term emissions reductions for the City of Redmond:

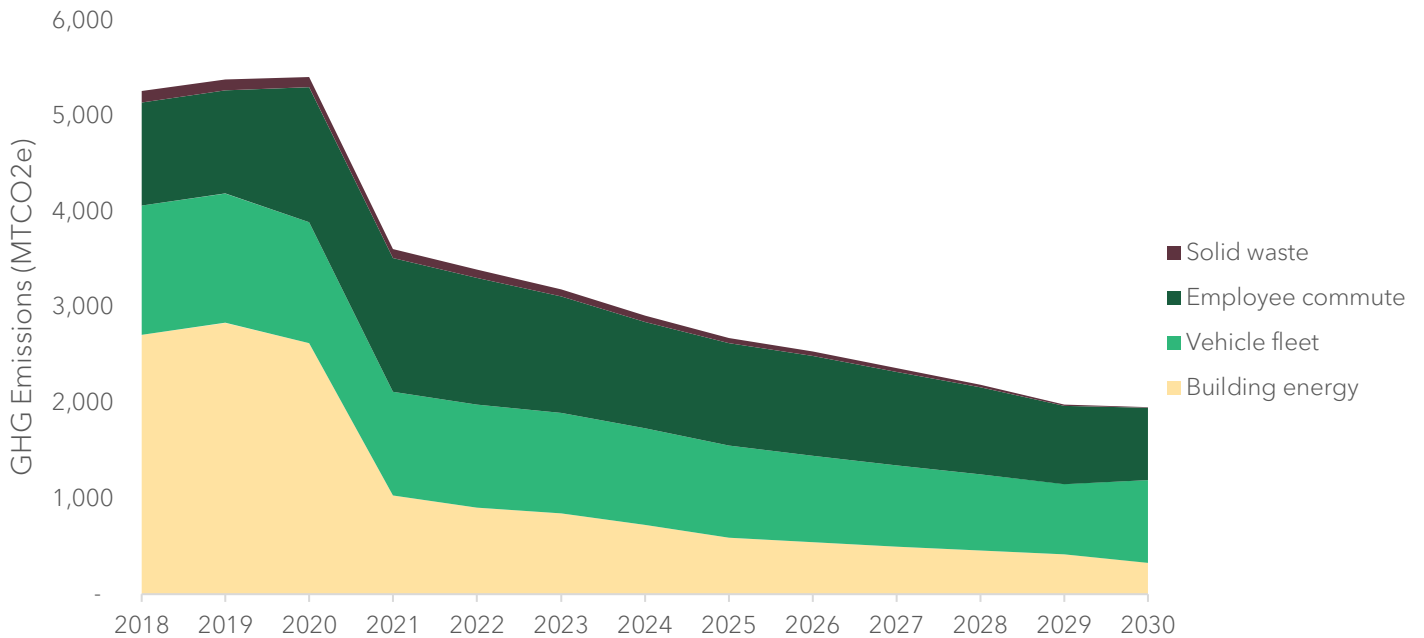
Approach	Description	Strategy Area	Cumulative Estimated Savings by 2030 (MTCO <sub>2e</sub> )
1 <b>Transition to clean electricity</b> as soon as possible.	Phasing out fossil fuel-sourced electricity will be crucial for achieving near-term emissions reductions in both the building and transportation sectors. This is especially true for Redmond, which has a significant proportion of emissions from building electricity. The continuation and increase in the Green Direct program will significant.	1	6,705 (Green Direct used for buildings) + 690 (Green Direct used for vehicles)
2 <b>Reduce</b> employee commute and City operational VMT & idling.	Reducing employee commute through telework options and employee transportation outreach and education will be critical as many of the vehicles driven by employees are gasoline-powered. Reducing the number of single-occupancy vehicles (SOV) used for commuting to work can substantially reduce emissions. Adopting idle reduction strategies can also reduce police and heavy-duty vehicle emissions.	4, 6	2,751 (Commuting reductions) + 1,615 (Fleet VMT and idling reductions)
3 As the electricity fuel mix gets cleaner, <b>convert fleet vehicles and new buildings to all-electric</b> while also <b>improving energy efficiency</b> .	As the electricity fuel mix becomes increasingly renewable, the shift from fossil fuels such as natural gas and gasoline to electricity will be increasingly impactful. Transitioning the municipal fleet and space and water heating in new construction to all-electric will amplify the impact of the Green Direct subscription. Energy efficiency improvements will also be critical for reducing emissions in existing buildings and larger fleet vehicles.	2, 3, 5	589 (All-electric new construction) + 913 (Green building certification) + 1,175 (Light and medium duty EVs) + 113 (Heavy-duty renewable diesel)
4 <b>Increase tree canopy cover and offsets.</b>	While the City is taking actions to reduce emissions, they are not at the scale required to meet carbon neutrality by 2030. Carbon sequestration and offset projects will be essential to helping reach 2030 goals as the City transitions its infrastructure and vehicles to run on clean electricity.	8	146

MUNICIPAL GHG EMISSIONS (MTCO <sub>2</sub> e)		
	2025	2030
BAU	5,603	3,303
Target	3,313 (42% reduction)	0 (100% reduction)
With Municipal Actions	3,966 (50% reduction)	1,918 (76% reduction)

Current and proposed identified actions are estimated to result in a 75% net GHG emission reduction by 2030:



**Remaining emissions** in 2030 stem largely from the City's vehicle fleet and employee commuting:





## Buildings & Energy

### Key Municipal Actions:

- Continue and increase Green Direct subscription.
- Require all new municipal owned buildings to be all-electric and constructed to a minimum certification level.
- Energy efficiency improvements of existing buildings through financing/grants (including an internal revolving fund), energy/water conservation retrofits, implementation of Facilities Strategy Maintenance Plan, and Resource Conservation Management Plan.
- Achieve ENERGY STAR or equivalent recognition for existing buildings.

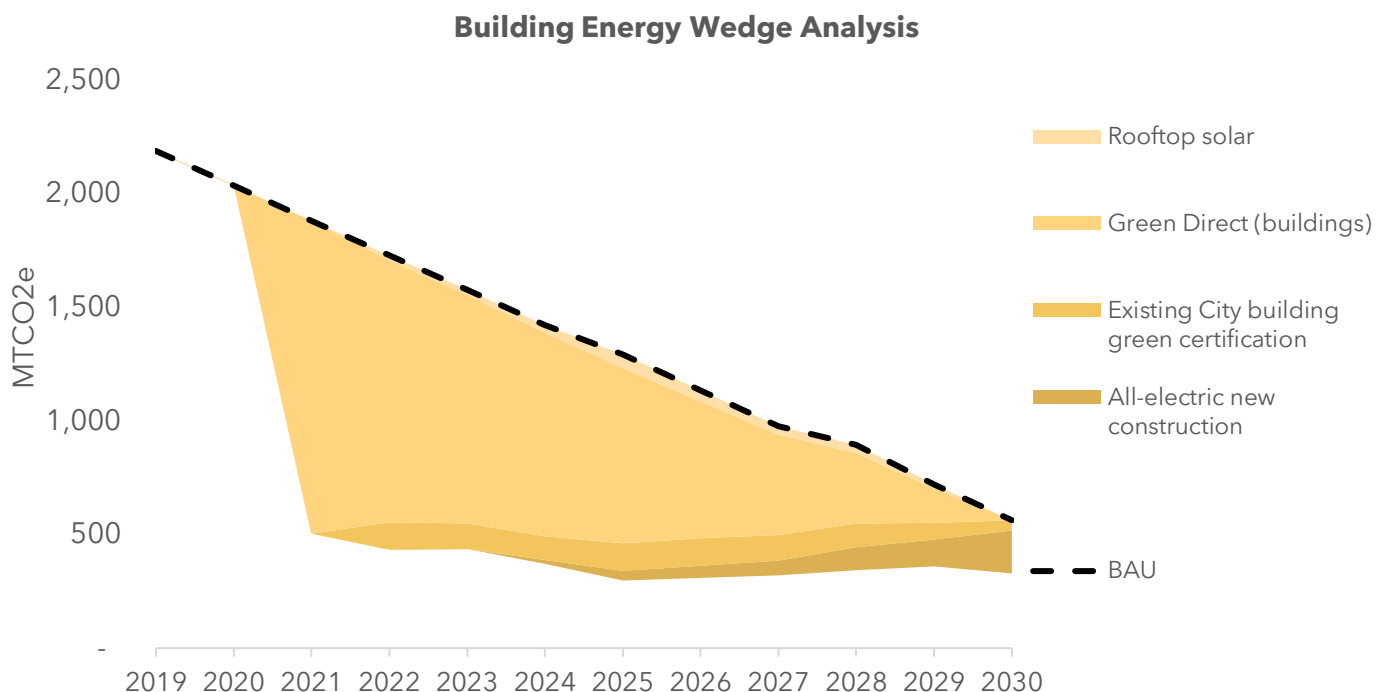
### Key Assumptions:

- Puget Sound Energy achieves 100% net carbon neutral electricity by 2030.
- Thirty percent (30%) energy use reduction in existing municipal buildings.

### Key Findings:

- Significant and rapid near-term reductions in energy emissions through Green Direct.
- Building electrification and efficiency are essential to further reduce energy emissions.

MUNICIPAL BUILDING EMISSIONS (MTCO <sub>2</sub> E)		
	2025	2030
BAU	1,291	563
With Municipal Actions	298 (86% reduction)	327 (84% reduction)



## Transportation

### Key Municipal Actions:

- Comprehensive transportation outreach and education.
- Telecommuting and alternative work schedules.
- Police and heavy-duty idling management.
- Convert municipal fleet to electric and require all new passenger vehicle purchases to be fully electric.
- Complete a municipal EV charging infrastructure strategy to fuel new EVs.

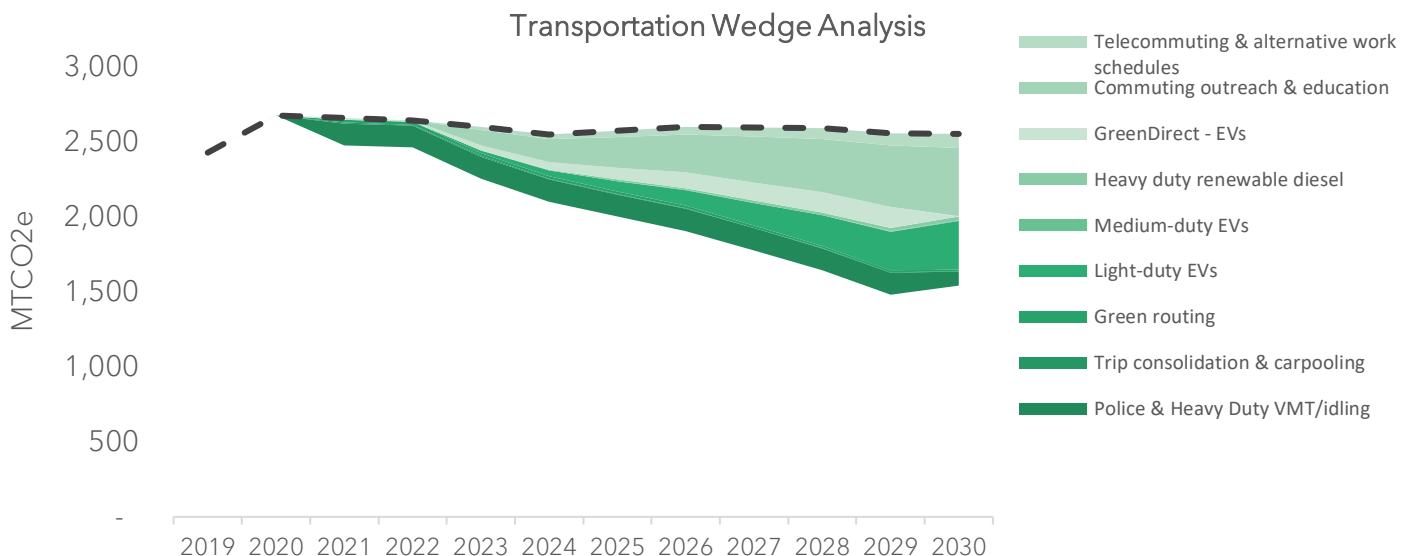
### Key Assumptions:

- 35% reduction in VMT among employees due to transportation outreach and education.
- 20% reduction in commute-related GHG emissions for a given week through telecommuting and alternate work schedules.
- Idling management technology installed on police vehicles and heavy-duty vehicles.
- 25% of police vehicles are replaced with EVs by 2030.
- Assume that no new electric vehicles will be purchased until 2023 to allow ramp up in charging infrastructure.
- 43% of fleet passenger vehicles will be replaced with EVs by 2030.

### Key Findings:

- Actions that reduce employee commuting such as through commuting outreach and education and telecommuting result in the greatest reduction in transportation emissions.

MUNICIPAL TRANSPORTATION EMISSIONS (MTCO <sub>2</sub> E)		
	2025	2030
BAU	2,573	2,555
With Municipal Actions	2,002 (18% reduction)	1,544 (36% reduction)



## Waste

### Key Municipal Actions:

- Reduce City organic waste.
- Increase and enforce City waste diversion.

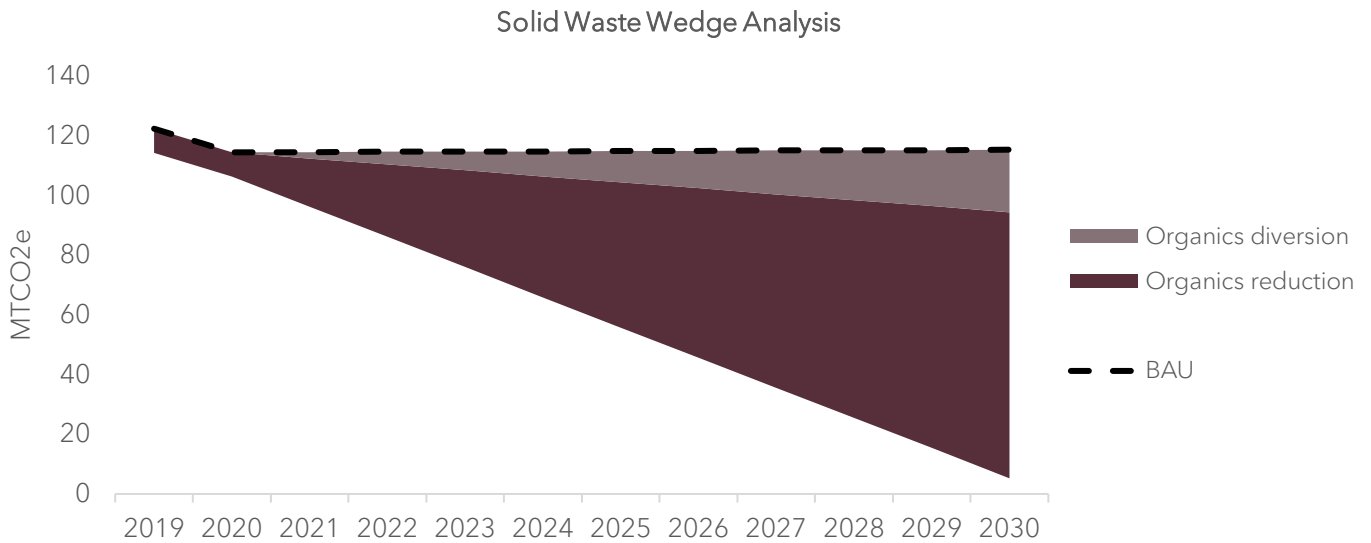
### Key Assumptions:

- 80% organics diversion rate by 2030 and reduce organic waste by 50% by 2030.
- Redmond will conduct waste characterization studies to monitor progress towards this goal.

### Key Findings:

- Organic waste diversion and reduction will significantly reduce waste emissions.

MUNICIPAL ENERGY EMISSIONS (MTCO <sub>2</sub> E)		
	2025	2030
BAU	115	115
With Municipal Actions	56 (54% reduction)	5 (96% reduction)



# Analysis Assumptions and Details

## Strategy #1: Cleaner Electricity

**Overview:** Reductions in GHG emissions from the built environment and energy sectors will require a transition to clean, renewable energy. Electricity consumption accounts for over 60% of Redmond’s municipal GHG emissions, so making progress toward more renewable electricity sources is an essential component of the clean energy transition. In 2021, Redmond transitioned 100% of its electricity accounts to Puget Sound Energy’s (PSE) Green Direct program which provides dedicated renewable energy resources for program customers. Similarly, new WA State legislation will be very impactful in facilitating this transition: State Bill 5116 calls for 100% carbon-free electricity by 2045 for all electricity utilities in Washington state<sup>2</sup>. Actions in this strategy include efforts to incorporate additional renewable electricity—including from rooftop solar—into City of Redmond’s electricity fuel mix.

### Strategy/Phasing:

- While PSE makes the transition to renewable electricity, City of Redmond can increase the use of local renewable energy. Options include:
  - Continue participation in PSE’s [Green Direct](#) program.
  - On-site renewable energy projects on municipal buildings, facilities, and lands.
  - Purchase of renewable energy credits (RECs).

### Overarching Assumption(s):

- Redmond’s electricity will be 100% renewable through PSE’s Green Direct program starting in March 2021.
- PSE’s electricity mix will be carbon neutral by 2030 and 100% carbon-free by 2045 to maintain compliance with the Clean Energy Transformation Act.<sup>3</sup>

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<sup>2</sup> <http://lawfilesexternal.wa.gov/biennium/2019-20/Pdf/Bills/Senate%20Passed%20Legislature/5116-S2.PL.pdf?q=20200226093506>

<sup>3</sup> <https://www.pse.com/press-release/details/pse-sets-beyond-net-zero-carbon-goal>

**Actions:**

#	Action	Description	Status	Impact	Assumption
<b>ESAP B3.1</b>	Increase on-site renewable energy generation	Expand on-site solar generation on new municipal buildings. <sup>4</sup>	Ongoing	Low	<ul style="list-style-type: none"> <li>Solar installations upon construction of all new PV-suitable buildings. Likely new PV-suitable buildings that are planned to be built by 2030 include: Community Center, MOC complex, and Fire Stations 11, 12, and 18.</li> <li>65,700 kWh of on-site solar electricity generation annually per rooftop solar installation.<sup>5</sup> This totals to 394,200 kWh of on-site solar electricity generated annually by 2030.</li> <li>Assumes multi-site aggregation net metering.<sup>6</sup></li> </ul>
<b>ESAP B3.2</b>	Cross-departmental task force	Develop a cross-departmental task force, which works to address challenges related to land use code in siting renewable energy and other sustainability facilities in the city.	Mid-Term		<i>No impact; supporting action for onsite renewable energy</i>

<sup>4</sup> The community-wide environmental sustainability action plan has an action that introduces requirements for new construction to be all-electric, with solar- and EV-ready infrastructure.

<sup>5</sup> <https://www.google.com/get/sunroof/building/47.67814600000001/-122.1247356/#?f=buy&b=500>.

<sup>6</sup> <https://www.pse.com/green-options/Renewable-Energy-Programs/distributed-renewables>.

#	Action	Description	Status	Impact	Assumption
<b>NEW ZCS1</b>	Continue Green Direct Subscription	Continue subscription in PSE's Green Direct Program.	Ongoing	High	<ul style="list-style-type: none"> <li>100% of the City's electricity is procured through PSE's Green Direct program as of March 1, 2021 (approximately 10 million kWh annually).</li> <li>Prior to March 2021, the City purchased <b>1.3 million kWh</b> annually through PSE's Green Direct program.</li> </ul>

### Assumption Summary:

Variable	2020 Value	2030 Value
PSE electricity renewable portfolio (%)	41%	100%
City Green Direct purchases (kWh)	1.3 million	10,815,939
City on-site solar generation (kWh)	21,600 <sup>7</sup>	390,000

<sup>7</sup> 20.5 kW existing solar system installation on City Hall with an average monthly output of ~1,800 kWh between 2017-2018.

## Strategy #2: Reduce Building Energy Demand

**Overview:** Reductions in building GHG emissions will also require a reduction in energy demand. Washington State’s energy code (adopted by the State Building Code Council) is designed to help achieve the goal of net zero GHG **new buildings** by the year 2031.<sup>8</sup> Further, King County and the King County-Cities Climate Collaborative (K4C) share a target to reduce energy use in all **existing buildings** 25% below 2012 levels by 2030.<sup>9</sup> Actions in this strategy include energy efficiency retrofits at municipal facilities. The City’s energy consumption is expected to increase from more than 10 million kWh annually to approximately 11.4 million kWh by 2030 due to the addition of new infrastructure, further reinforcing the need for and importance of energy conservation.

### Strategy/Phasing:

- Reductions in building energy demand will provide **near-term emission reductions** and **facilitate the ability for PSE to meet electricity demand** with cleaner fuel mixes (e.g., reduces the need for dirtier “peaker” plants).
- Installing energy-efficient technologies into new construction will be less expensive than retrofitting later.

### Overarching Assumption(s):

- Implementation of WA State building code for new buildings: 70% reduction in new building energy use by 2030.<sup>10</sup>

### Actions:

#	Action	Description	Status	Impact	Assumptions
<b>ESAP B2.1</b>	Financing for energy efficiency	Assess various options for financing and grants to energy efficiency projects for municipal buildings.	Ongoing	Medium	<b>Existing City buildings:</b> <ul style="list-style-type: none"> <li>• Approximately 30% energy use reduction in the existing municipal building portfolio that require investment by 2030 as identified by the Facilities Strategic Management Plan (FSMP).<sup>11</sup></li> </ul>
<b>ESAP B2.2</b>	Energy and water retrofits	Continue to implement energy and water conservation retrofits and operational improvements	Ongoing		

<sup>8</sup> <https://app.leg.wa.gov/RCW/default.aspx?cite=19.27A.020>

<sup>9</sup> [https://your.kingcounty.gov/dnrp/climate/documents/2015\\_King\\_County\\_SCAP-Full\\_Plan.pdf](https://your.kingcounty.gov/dnrp/climate/documents/2015_King_County_SCAP-Full_Plan.pdf)

<sup>10</sup> <https://www.natlawreview.com/article/new-washington-legislation-drives-energy-conservation-commercial-buildings>. Assumed compared to current levels.

<sup>11</sup> Energy use reduction dependent on building type. See building fuel switching assumptions for more detail.

#	Action	Description	Status	Impact	Assumptions
		for municipal facilities, streetlights and traffic signals.			<ul style="list-style-type: none"> <li>Excludes leased facilities where the City does not occupy or pay utilities.</li> </ul>
<b>ESAP B2.3</b>	Facilities Strategic Maintenance Plan	Coordinate and implement recommendations from the Facilities Strategic Maintenance Plan that support sustainability. Evaluate option for an internal Revolving Fund as a dedicated source of capital, funded by savings from energy efficiency upgrades or other funding mechanisms.	Ongoing		
<b>ESAP B2.4</b>	Resource Conservation Management Plan	Develop a Resource Conservation Management Plan and general government policy to guide energy efficiency investments, operations, and behaviors in City facilities.	Near-Term		
<b>ESAP B2.5</b>	Information technology improvements	Implement solutions to reduce energy demand from the City's IT infrastructure.	Ongoing		
<b>ESAP B2.6</b>	New City building green certification	Develop a policy that requires all new municipal owned buildings to be constructed to a minimum certification level, such as Living Building Challenge, or Gold level as defined by the U.S. Green	Near-Term		Certification reduces total site energy use intensity (EUI) by 30% when compared to existing buildings of the same type. <sup>12</sup>

<sup>12</sup> LEED Gold buildings have 20% lower GHG emissions than average buildings. Source:

<https://www.sciencedirect.com/science/article/pii/S037877881300529X#tbl0005>

LEED buildings on average use 18-39% less energy per floor area than their convention counterparts. Source:

<https://www.sciencedirect.com/science/article/abs/pii/S0378778809000693>



#	Action	Description	Status	Impact	Assumptions
		Building Council's (USGBC) Leadership in Energy & Environmental Design (LEED) for New Construction.			
<b>ESAP B2.7</b>	Existing City building green certification	Implement updates needed for existing City buildings to achieve ENERGY STAR or equivalent recognition. Continue to track progress in a platform such as EPA Portfolio Manager.	Ongoing		Certification reduces energy consumption from existing buildings by approximately 30% when compared to buildings of the same type. <sup>13</sup>
<b>ESAP B2.8</b>	Embodied and operational carbon	Introduce a policy or program to address embodied and operational carbon in municipal operations.	Mid-Term	N/A	N/A (not in municipal inventory)
<b>NEW ZCS2</b>	Net zero energy use at new municipal buildings	Require that new municipal buildings built between 2025-2030 will have net zero energy use, where possible given facility attributes.	Ongoing	Low	<ul style="list-style-type: none"> <li>Solar installation size will be the same regardless of rooftop space on new PV-suitable municipal buildings.<sup>14</sup></li> <li>Possible new PV-suitable municipal buildings built between 2025-2030 include: Community Center, Fire Station 11, 12, 18, MOC Complex.</li> </ul>

<sup>13</sup> LEED Gold buildings have 20% lower GHG emissions than average buildings. Source:

<https://www.sciencedirect.com/science/article/pii/S037877881300529X#tbl0005>

LEED buildings on average use 18-39% less energy per floor area than their convention counterparts. Source:

<https://www.sciencedirect.com/science/article/abs/pii/S0378778809000693>

<sup>14</sup> Assumes each new PV-suitable building will have a 60 kW solar installation that will generate approximately 65,700 kWh annually.

### Strategy #3: Building Fuel Switching

**Overview:** While the energy sector transitions to clean, renewable energy, Redmond can work proactively to shift from fossil fuel energy sources to the clean electricity grid.

#### Strategy/Phasing:

- According to projected trends in PSE’s electricity fuel mix, switching from natural gas to electricity-based space and water heating will be **most beneficial starting in 2030** when the utility expects to have a carbon neutral electricity mix. Local actions to increase renewable electricity consumption in municipal operations—such as rooftop solar and green power purchasing programs—will expedite this timeframe.
- Due to the relatively long lifetimes of buildings and equipment, actions now **set the stage for a quick and easy transition from natural gas to electricity** will help ensure deep and longer-term emission reductions. Because new construction and major renovations will likely have longer than a 10-year lifespan (i.e., past 2030), it is more economical to eliminate natural gas use in these new municipal construction projects than to retrofit them later.
- For existing buildings, the City can begin **replacing existing natural gas equipment with electric** at the end of the equipment’s life.

#### Actions:

#	Action	Description	Status	Impact	Assumptions
<b>ESAP B3.4</b>	Green building training	Educate City planning and permitting staff on codes and approaches for incentivizing decarbonization, such as through electric heat pumps. Update permitting process if needed to quickly review and flag decarbonization projects.	Near-Term	Medium	<i>No direct impact - supporting action for municipal building decarbonization</i>
<b>NEW ZCS3</b>	Electric new municipal building construction	Construct all new municipal buildings and major renovations to be all-electric, including for heating. <sup>15</sup>	Ongoing	Medium	<ul style="list-style-type: none"> <li>• All new municipal buildings will be all-electric. New municipal buildings planned for construction before 2030 include: Community Center, FS</li> </ul>

<sup>15</sup> The community-wide environmental sustainability action plan includes an action that prohibits hookups of natural gas in new developments and buildings under a phase-in schedule that considers technological feasibility and pair with a list of exemptions.

#	Action	Description	Status	Impact	Assumptions
					Fire Station 11, 12, 13, and 18, MOC). <sup>16</sup> <ul style="list-style-type: none"> <li>Site EUI for all-electric buildings will be a 30% reduction compared to the baseline Site Energy Use Intensity (EUI).<sup>17</sup></li> </ul>
<b>NEW ZCS4</b>	Existing building efficiency and electrification upgrades	Require all newly installed equipment to be energy efficient and all-electric and adopt a policy for large buildings to develop a decarbonization plan to become all-electric and meet established efficiency standards by 2030.	Near-Term	Medium	Existing buildings will have a mixed electric and energy efficiency target based on building type: <sup>18</sup> <p><b>Public Order and Safety Buildings<sup>19</sup></b></p> <ul style="list-style-type: none"> <li>Post-Action Site EUI: 66 kBTU/SF               <ul style="list-style-type: none"> <li>35 kBTU/SF non-electric EUI</li> <li>31 kBTU/SF electric EUI</li> <li>47% electric</li> </ul> </li> </ul> <p><b>Public Assembly Buildings<sup>20</sup></b></p> <ul style="list-style-type: none"> <li>Post-Action Site EUI: 34 kBTU/SF               <ul style="list-style-type: none"> <li>21 kBTU/SF non-electric EUI</li> <li>13 kBTU/SF electric EUI</li> <li>38% electric</li> </ul> </li> </ul> <p><b>Service Buildings</b></p>

<sup>16</sup> Fire Station 14 and 16 recently underwent seismic upgrades which will push their replacement beyond 2030, so it is assumed that they just undergo energy efficiency upgrades prior to 2030.

<sup>17</sup> [BldgEngy Targets 2017-03-30 FINAL.pdf \(seattle.gov\)](#).

<sup>18</sup> Based on Seattle’s performance targets by 2035. Source: Performance Standards for Existing Buildings Performance Targets and Metrics 2019 Memo. Includes the 30% reduction in total site EUI from actions B2.1-B2.4.

<sup>19</sup> MOC Building 01 PW Operations has a higher-than-normal site EUI, so we assume this is just reduced by 30%.

<sup>20</sup> Assume a 30% reduction in electric EUI for City Hall because it only has a maintenance contract, but there is a full renovation planned for 2033.

#	Action	Description	Status	Impact	Assumptions
					<ul style="list-style-type: none"> <li>• Post-Action Site EUI: 43 kBTU/SF               <ul style="list-style-type: none"> <li>○ 25 kBTU/SF non-electric EUI</li> <li>○ 18 kBTU/SF electric EUI</li> <li>○ 42% electric</li> </ul> </li> </ul>

## Strategy #4: Reduce Fleet Vehicle Miles Traveled (VMT)

**Overview:** Reductions in GHG emissions from the City fleet will require a transition to clean, low-/zero-emission vehicles while simultaneously reducing the number vehicle miles traveled (VMT). Vehicle fleet related emissions accounts for nearly 20% of Redmond’s 2018 municipal GHG emissions, so making progress toward reducing fleet vehicle miles while providing essential municipal services is essential to meeting the City’s GHG emissions reduction goal.

### Strategy/Phasing:

- Vehicle emissions stem from a combination of fuel efficiency, the carbon content of the fuel, and VMT. Gains in the first two areas may be potentially offset by losses in the third (VMT). Transitioning to all electric vehicles may not be possible for certain vehicle-types, therefore, it’s important that while City of Redmond integrates EVs into its fleet, the City must simultaneously reduce vehicle miles traveled in non-electric vehicles.
- Implementing idling management efforts in fleet vehicles will be an important first step as the City further electrifies its fleet. Idling management technology and strategies already exists and can be applied immediately to high-idling vehicles (e.g., police vehicles), prior to electrification.
- The City of Redmond can utilize a suite of opportunities to reduce VMT (i.e., carpooling, trip consolidation, virtual meetings).

### Actions:

#	Action	Description	Status	Impact	Assumption(s)
<b>ESAP T3.1 (amended)</b>	Police and Heavy-Duty VMT/idling.	Identify and implement opportunities for reducing VMT and idling, especially from <i>police vehicles and heavy-duty vehicles</i> .	Mid-Term	High	<ul style="list-style-type: none"> <li>• Idling management technology can save 345 gallons of fuel annually, per vehicle.</li> <li>• By 2025               <ul style="list-style-type: none"> <li>○ Assumes all 31 police vehicles and 50% of heavy-duty vehicles (total of 15 vehicles) adopt this technology - equivalent to <b>15,870</b></li> </ul> </li> </ul>

#	Action	Description	Status	Impact	Assumption(s)
					<b>gallons</b> of fuel saved annually. <sup>21</sup>
<b>NEW ZCS5</b>	Trip consolidation and carpooling	Provide an incentive to City staff to encourage trip consolidation, virtual meetings, and carpooling for scheduled trips (e.g., from City Hall to MOC).	Ongoing	Medium	<ul style="list-style-type: none"> <li>• Prioritization of virtual meetings during scheduled workday travel will reduce VMT by: <ul style="list-style-type: none"> <li>◦ 1% per year</li> </ul> </li> <li>• These actions do not apply to buses, fire trucks, fuel tankers, plow trucks, off-road vehicles, and equipment.</li> </ul>
<b>NEW ZCS6</b>	Green routing	Evaluate all scheduled trips made in fleet vehicles and pre-plan for the “greenest” route (i.e., using real-time GPS programming and selecting the most efficient route). <sup>22</sup>	Near-Term	Medium	<ul style="list-style-type: none"> <li>• Green routing will reduce total fleet fuel consumption 2% per year.<sup>23</sup></li> </ul>

<sup>21</sup> Vermont Clean Cities Coalition (VTCCC) and the City of Burlington recently partnered with the police department to pilot the IdleRight Fuel Management System technology. the city’s data showed the device not only reduced tailpipe emissions but was capable of saving 345 gallons of fuel and decreasing operating costs by about \$811 per vehicle annually. Source: <https://afdc.energy.gov/case/3076>

<sup>22</sup> NREL recently developed a tool to calculate and measure “green routing”. <https://www.nrel.gov/transportation/route-energy-prediction-model.html>

<sup>23</sup> A study using a large-scale, high resolution data set from the California Household Travel Survey indicates that 31% of actual routes have fuel savings potential, and among these routes the cumulative fuel savings could reach 12%. Alternately calculating the potential fuel savings relative to the full set of actual routes (including those that already follow the greenest route recommendation), the potential savings relative to the overall estimated fuel consumption would be 4.5%. Given that not all City of Redmond vehicle trips are scheduled, a more conservative (i.e., 2%) will be applied. Source: [Green Routing Fuel-Saving Opportunity Assessment: A Case Study Using Large-Scale, Real-World Travel Data \(nrel.gov\)](https://www.nrel.gov/transportation/green-routing-fuel-saving-opportunity-assessment-a-case-study-using-large-scale-real-world-travel-data.html)

## Strategy #5: Increase Fleet Vehicle Fuel Efficiency

### Overview:

Reductions in GHG emissions from the transportation sector will require a transition to clean, low-/zero-emission vehicles while simultaneously enhancing community mobility through increased access to alternatives modes of transportation and decreasing community-wide vehicle miles traveled (VMT). Fleet vehicle related emissions accounts for nearly 20% of Redmond’s municipal GHG emissions, so making progress toward more efficient and lower-carbon vehicles will be critical. Currently, Redmond’s vehicle fleet consists of 332 vehicles, with 98% of vehicles powered by fossil fuels and only five fully electric vehicles. A majority (50%) of Redmond’s vehicle fleet is passenger vehicles, with the next two largest vehicle types being medium-duty trucks and equipment (approximately 20% each).

### Strategy/Phasing:

- Due to their long lifetimes of vehicles, taking action now to transition to EVs in the **municipal fleet** will be important for achieving 2030 goals.
- Transitioning **small passenger vehicles** will be important in the very short term, with transition of **trucks and other heavy-duty equipment** increasingly important between 2025 and 2030.
- With the limited market for medium-duty electric vehicles, electrification rate will remain lower through 2025 and then experience and accelerated ramp up to 2030.
- To rapidly electrify the fleet, the City must develop and maintain a robust **EV charging infrastructure network**. Ensuring sufficient **EV infrastructure** in the near-term will also help reduce range anxiety and increase buy-in from employees in the short-term.

### Actions:

#	Action	Description	Status	Impact	Assumption(s)
<b>ESAP T4.1</b>	Municipal fleet conversion	Implement the Green Fleet Purchasing Policy that commits to replacing municipal vehicles with alternative fuel/low-carbon vehicles in a manner that minimizes greenhouse gas emissions and	Ongoing	High	<p><b>25 total vehicles are replaced annually</b> (approximately 6% of fleet).</p> <ul style="list-style-type: none"> <li>• The number of vehicles replaced annually will need to be increased through time to address electrification needs (e.g., accelerated medium-duty electrification after 2025).</li> </ul> <p><b>Starting in 2023:</b></p>

#	Action	Description	Status	Impact	Assumption(s)
		considers life-cycle economics.			
<b>NEW ZCS7</b>	EV Purchasing Policy	Include in the Green Fleet Purchasing Policy that all new light duty vehicles must be full electric.	Near-Term	High	<p><b>Light Duty (Gasoline):</b></p> <ul style="list-style-type: none"> <li>Assumes 9 of the 25 total vehicles replaced annually are passenger vehicles. It is assumed that no electric vehicles will be purchased until 2023. <b>This equates to 63 of 167 (37%) passenger vehicles are replaced with EVs by 2030.</b><sup>24</sup></li> </ul> <p><b>Medium Duty (half gasoline/half diesel):</b></p> <ul style="list-style-type: none"> <li>Assumes no electric vehicles purchased until 2025.</li> <li>After 2025, the EV adoption rate linearly scales up from 5 to 8 vehicles annually until 2030.<sup>25</sup></li> <li>This equates to approximately 37 medium duty vehicles being replaced by 2030.</li> </ul> <p><b>Heavy-Duty and Equipment (Diesel):</b></p> <ul style="list-style-type: none"> <li>All heavy-duty vehicles and equipment will utilize renewable diesel [86 diesel vehicles and equipment by 2030].</li> <li>Each vehicle replaced with renewable diesel will see a <b>20% reduction</b> in GHG emissions equivalent to that associated</li> </ul>

<sup>24</sup> Starting in 2023, assumes 9 of the 25 total vehicles replaced annually are passenger vehicles. This equates to 63 passenger vehicles replaced over the next seven years. We'll need to phase this action in a bit later due to lack of charging infrastructure - starting in 2023/2024. Need time to scale up electrical transmission and EV charging infrastructure.

<sup>25</sup> Assuming the City begins purchasing electric medium-duty vehicles starting in 2025, this equates to 37 medium-duty vehicles are replaced with zero emissions vehicles over the next five years.



#	Action	Description	Status	Impact	Assumption(s)
					with switching to <b>biodiesel</b> in ClearPath. <sup>26</sup>
<b>NEW ZCS8</b>	Fleet Use Prioritization	Prioritize EV fleet vehicles for highest uses.	Long-Term	High	In addition to the above assumption, 25% of police vehicles are replaced with EVs by 2030. <sup>27</sup>
<b>ESAP T4.3</b>	Emission standards for contractors	Develop and incorporate contractor fuel emission reduction standards into bids and contracts to ensure construction contractors doing work on the city's behalf are using fuel efficient and low polluting vehicles and equipment when feasible and practicable.	Mid-Term	N/A	N/A (not a part of the municipal GHG inventory)
<b>NEW ZCS9</b>	EV Charging	Develop a policy that requires all major City planning efforts, major renovations, remodels or new construction to evaluate the need for electric vehicle charging and incorporate into the project and/or	Near-Term	High	Based on the assumptions above, Redmond is projected to have approximately 100 new EVs in its fleet; requiring approximately 75 EV chargers by 2030. <sup>28</sup> The specific number of chargers will be dependent on vehicle battery capacity, use, and location of chargers in proximity to parking spaces.

<sup>26</sup> Based on EIA article stating that renewable diesel emissions reductions are comparable to that of biodiesel (<https://www.eia.gov/todayinenergy/detail.php?id=37472>).

<sup>27</sup> Police vehicles are one of the most frequently used and replaced vehicles in the fleet; electrifying police vehicles addresses the need to prioritize high-use vehicles. Includes cruisers, which are predominantly SUVs.

<sup>28</sup> The City of Seattle currently operates 165 battery electric and plug-in hybrid vehicles and has 250 EV chargers to support their fleet. This is equivalent to a 1:1.5 ratio of EV's to EV chargers. Given the size of Redmond's operations, we are estimating a more conservative approach, using a 1:1 ratio of EVs to EV chargers. Final estimates were rounded from 190 to 200 to support future growth. Source: <https://www.seattle.gov/Documents/Departments/FAS/FleetManagement/Fleet-Electrification.pdf>. Assumes one port per charger.

#	Action	Description	Status	Impact	Assumption(s)
		construction. Complete a municipal EV charging infrastructure strategy to understand EV infrastructure needs, placement of chargers, and budget to guide the City's efforts.			
<b>NEW ZCS10</b>	Zero Emissions Leaf Blowers	Evaluate the impact of gas-powered leaf blowers and explore zero emissions alternatives.	Near-Term	Low	Not evaluated as part of qualitative analysis.

## Strategy #6: Reduce Employee Commute Emissions

### Overview:

Emissions reductions associated with the travel of employees to and from work in personal vehicles will require a transition to clean, low-/zero-emission vehicles while simultaneously enhancing community mobility and decreasing vehicle miles traveled (VMT). Employee commute related emissions accounts for approximately 8% of Redmond's municipal GHG emissions, so making progress toward reducing commuting miles and increasing equitable access to goods and services are essential to effective climate action. Local governments can often influence these emissions through various programs (e.g., carpools, telecommute options, flex schedule options) despite not having direct control over how employees commute to and from work.

### Strategy/Phasing:

- Vehicle emissions are driven by combination of fuel efficiency, the carbon content of the fuel, and VMT. Gains in the first two areas may be potentially offset by losses in the third (VMT). It's important that while City of Redmond supports EV's, they simultaneously reduce vehicle miles traveled by promoting non-SOV modes like transit, walking, biking, and ridesharing amongst employees.

- Maintaining strong telecommuting practices as the City transitions to a post-COVID economy will be an effective strategy to quickly realize emission reductions. The behavioral and technological changes associated with a hybrid telecommuting workplace have been established and the associated GHG reductions will be easier to maintain with this approach.
- Redmond is preparing for the opening of the Link Light Rail and therefore should partner with transit agencies to maintain and enhance multimodal transit services and related facilities, including better first/last mile access to transit.

**Overarching Assumptions:**

- Drive alone rate and work schedules obtained from Redmond City Hall CTR Survey.

**Actions:**

#	Action	Description	Status	Impact	Assumption(s)
<b>ESAP T1.11</b>	Comprehensive transportation outreach and education	Continue employee education and outreach programs and materials for transportation initiatives related to reducing emissions and community mobility. Promote alternative non-SOV incentive programs.	Ongoing	High	<p><b>By 2030:</b></p> <ul style="list-style-type: none"> <li>• 20% increase in non-drive alone rate.</li> <li>• 35% reduction in VMT among employees—equivalent to 35% reduction in vehicle fleet fuel use.<sup>29</sup></li> </ul>
<b>ESAP T4.2</b>	Telecommuting and alternative work schedules	Expand telecommute and flexible schedules for City employees and encourage Redmond businesses to adopt.	Ongoing	High	<p>Alternate Work Schedules as of Q3 2021:</p> <ul style="list-style-type: none"> <li>• 86 employees work 4/10 schedule</li> <li>• 44 employees work 9/80 schedule</li> </ul> <p>Prior to the COVID-19 pandemic, 1% of Redmond employees telecommuted (i.e., 99% of employee VMT is used for commuting).</p> <ul style="list-style-type: none"> <li>• Of the 711 employees, we assume 390 have the ability to telecommute consistently (55%). If each of the 390</li> </ul>

<sup>29</sup> According to a literature review commissioned by the University of California Berkley and the State of California Public Transportation Account, carsharing appears to have reduced annual VMT overall between 26-42% among those who have participated. The associate GHG impacts varied, depending on whether or not carsharing was one-way or roundtrip. On average, carsharing trips reduces 10% of GHG emissions per household in the Seattle area. Source: [http://innovativemobility.org/wp-content/uploads/2016/07/Impactsofcar2go\\_FiveCities\\_2016.pdf](http://innovativemobility.org/wp-content/uploads/2016/07/Impactsofcar2go_FiveCities_2016.pdf)

#	Action	Description	Status	Impact	Assumption(s)
					<p>employees telecommute once per week, this would reduce their commute-related GHG emissions by 20% for that week. <sup>30</sup></p> <ul style="list-style-type: none"> <li>In total, this would reduce annual employee commuting emissions by 11%.</li> </ul>
<b>ESAP T1.10</b>	Active mobility infrastructure investments	Identify and implement pedestrian and bicycle infrastructure investments that promote connectivity, safety, and mobility for all.	Ongoing	Low	<i>Supporting Action</i>
<b>ESAP T1.8</b>	Increase new mobility options	Encourage and foster the use of new mobility options, such as bike share, electric bike and scooters, and ride hailing.	Ongoing	Low	<i>Supporting Action</i>
<b>NEW ZCS11</b>	Employee EV Purchasing	Explore opportunities to allow employees to purchase electric vehicles through the City's fleet purchasing contract.	Near-Term	Medium	<i>Supporting Action</i>

**Assumption Summary:**

Variable	2015-2016	2017-2019	2020
Employee Counts	663 FTE	711 FTE	652 FTE

<sup>30</sup> Greenhouse Gas Emission Reductions from Teleworking. San Diego County. 2020. <https://www.sandiegocounty.gov/content/sdc/sustainability/cap.html>

## Strategy #7: Improve Waste and Materials Management

**Overview:** While solid waste related emissions account for only 4% of Redmond’s municipal GHG emissions, many of the actions in this strategy offer environmental, economic, and social co-benefits. Upstream lifecycle impacts of goods and services we buy can be significant—especially for carbon-intensive products such as red meat. Furthermore, actions such as rescuing edible food from the landfill and redistributing to food donation programs not only reduces methane emissions but helps to address hunger in local communities.

### Strategy/Phasing:

- **Expand incentives, education, and outreach** initially to ensure all employees understand what can be recycled and methods for doing so.
- Phase in mandatory separation and recycling requirements to ensure achievement of target diversion rates.

### Overarching Assumptions:

- Cedar Hills Landfill will reach current permitted capacity in 2028.<sup>31</sup>
- Redmond’s Climate Emergency Declaration establishes a target of zero waste of resources by 2030.

### Actions:

#	Action	Description	Status	Impact	Assumption(s)
<b>ESAP M3.1</b>	Increase City waste diversion	Provide composting and recycling at all City buildings and for all municipal operations, including specialized items.	Ongoing	Low	GHG emissions will only come from organic materials. No GHG emissions reductions from plastics recycling.  Assume 80% organics diversion rate to help
<b>NEW ZCS12</b>	Enforce City waste diversion	Introduce and enforce a policy requiring composting of all organics waste.	Mid-Term		

<sup>31</sup> <https://your.kingcounty.gov/dnrp/library/solid-waste/about/planning/2019-comp-plan.pdf>

#	Action	Description	Status	Impact	Assumption(s)
					reach zero-waste goal by 2030 <sup>32,33</sup>
<b>ESAP M3.3</b>	Reduce City waste	Reduce the total tonnage of waste that is produced by the City and identify opportunities for otherwise wasted edible food by cafeteria vendors to be recovered by food banks.	Mid-Term	Medium	Reduce organic waste generation by 50% of 2015 levels by 2030 according to HB1114. <sup>34</sup>
<b>ESAP M3.2</b>	Increase use of electronic documents	Enhance systems for electronic documentation and file sharing.	Ongoing	Low	<i>Negligible impact on emissions.</i>
<b>ESAP M3.4</b>	Green purchasing/procurement	Develop and enforce green City purchasing procedures and policies, including for green cleaning materials and support of end-use markets for recycled materials.	Near-Term	Low	<i>No Impact.</i>
<b>ESAP M3.5</b>	Fleet hazardous waste	Set a policy/goal for hazardous waste generated by the city's Purchasing and Fleet divisions (separate) to be zero or near zero.	Long-Term	Low	<i>No impact; hazardous waste does not reduce GHG emissions.</i>

<sup>32</sup> See commercial sector section of [Organic materials management in King County - LinkUp program - King County Solid Waste Division](#). Redmond would need to increase average commercial capture rate from 17% to 80%. Redmond would also need to conduct waste characterization studies to monitor progress towards this goal. Organics make up approximately 39.5% of nonresidential waste in King County. <https://www.kingcounty.gov/~media/depts/dnrp/solid-waste/about/documents/waste-characterization-study-2019.ashx?la=en>

<sup>33</sup> <https://www.redmond.gov/DocumentCenter/View/15318/Climate-Emergency-Declaration-October-2020>

<sup>34</sup> [https://app.leg.wa.gov/bills/summary?BillNumber=1114&Year=2019](https://app.leg.wa.gov/bills/summary/BillNumber=1114&Year=2019). House Bill 1114 sets a goal of reducing food waste by 50 percent below 2015 levels by 2030.

## Strategy #8: Increase Tree Canopy Cover and Offsets

**Overview:** Tree canopy coverage refers to the amount of area that is covered by tree foliage and the City of Redmond is currently at 38.1% tree canopy (as of 2017). Increasing the tree canopy will provide multiple environmental benefits including water, air, and habitat improvements. In 2019, the City adopted a community-wide goal of 40% tree canopy by 2050. This goal represents a 200-acre increase in canopy from 2019.

### Strategy/Phasing:

- Maintenance and prevented loss of existing tree canopy is the essential first step needed to hit Redmond’s community-wide 40% tree canopy target.

### Assumptions:

- Emissions will continue to be produced through 2030, carbon offset/capture programs will be a critical step in achieving carbon neutrality.
  - The number of offsets required will ultimately depend on the remaining emissions produced each year.

### Actions:

#	Action	Description	Status	Impact	Assumption(s)
<b>ESAP N1.6</b>	Urban forestry department/dedicated staff/ arborist	Hire a person/team at the City to implement the goals and strategies associated with increasing canopy cover across the city and to update the 20 yr plan. This team/person can be the lead on finding community partners and funding to increase community outreach, adoption of policies/goals and education.	Mid-Term	Low	<ul style="list-style-type: none"> <li>• The City planted four acres of trees during the 2019 - 2020 budget. Assumes consistent rate of planting to 2030 (2 acres/year which was 700-800 trees).</li> <li>• Assume 150 western white pine, 150 sitka spruce, 150 douglas fir, 30 Oregon white oak, 30 pacific dogwood, 30 cascara, 30 serviceberry, 30 shore pine, 70 western hemlock,</li> </ul>
<b>ESAP N3.13</b>	Assess health of city owned ROW trees	Assess the health of natural systems for parks and ROW trees (urban forests will be part of 20 yr plan). Develop goals, risk tolerances, and restoration strategies to manage tree species and canopy cover.	Mid-Term		

#	Action	Description	Status	Impact	Assumption(s)
<b>ESAP N4.1</b>	Increase City-Led Planting	City led planting involves canopy enhancement projects on City-owned land, such as parks, rights-of-way, and stream restoration corridors within contiguous boundaries.	Ongoing		70 western redcedar trees are planted annually. <sup>35</sup>
<b>ESAP N4.6</b>	City Acquisition of Lands	Evaluate acquisition of forest parcels, especially in neighborhoods or zones with less canopy, to preserve urban forest cover. As more infrastructure ages and land use changes, consider acquisition of non-forest parcels for a "tree bank."	Mid-Term		
<b>TCSP B.1</b>	Strategy B.1 from Redmond Tree Canopy Strategic Plan.	Continue program to allow residents to plant trees on park property (via donation) for memorials.	Ongoing		
<b>TCSP B.2</b>	Strategy B.2 from Redmond Tree Canopy Strategic Plan	Increase Canopy on city property by planting open space areas in parks consistent with park master plans, street trees, riparian and restoration plantings	Ongoing		
<b>TCSP B.3</b>	Strategy B.3 from Redmond Tree Canopy Strategic Plan	Maintain and develop partnerships (Strategy F) to assist in city planting.	Ongoing		
<b>NEW ZCS13</b>	Local Carbon Offset/Capture Opportunities	Develop a portfolio of local and regional carbon offset/capture initiatives to meet the City's commitment to carbon neutrality. If local projects are insufficient, obtain high-quality carbon	Mid-Term		

<sup>35</sup> The annual carbon sequestration is estimated using the i-Tree tool (<https://planting.itreetools.org/>). Assume that 1 gallon is equivalent to 1/5 inch diameter at breast height (<https://hort.ifas.ufl.edu/woody/root-ball-dimension-chart.shtml>).



#	Action	Description	Status	Impact	Assumption(s)
		offsets and CO2 Removal Certificates (CORCs). <sup>36,37</sup>			

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<sup>36</sup> Emissions will continue to be produced through 2030, carbon offset/capture programs will be a critical step in achieving carbon neutrality. The number of offsets required will ultimately depend on the remaining emissions produced each year. Potential carbon offset/capture projects may include nature-based initiatives on City lands and open spaces that remove carbon dioxide from the atmosphere and store it in biomass and soils. These could include urban forestry projects in areas of the City that lack canopy and are vulnerable to the impacts of heat, or regenerative practices on riparian or degraded lands.

<sup>37</sup> Offsets and RECs can be purchased through brokers in a voluntary, open market. Several brokerage firms and online auction platforms facilitate these purchases: [Forterra's Evergreen Carbon Capture](#), 3Degrees, Bonneville Environmental Foundation (BEF), [PSE's Carbon Balance Program](#). For a full list of certified RECs and carbon offset brokers, visit [www.green-e.org/certified-resources](http://www.green-e.org/certified-resources) and [www.green-e.org/certified-resources/carbon-offsets](http://www.green-e.org/certified-resources/carbon-offsets).

The City of Redmond assures that no person shall, on the grounds of race, color, national origin, or gender, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. For more information about Title VI, please visit [redmond.gov/TitleVI](http://redmond.gov/TitleVI).

无歧视声明可在本市的网址 [redmond.gov/TitleVI](http://redmond.gov/TitleVI) 上查阅 | El aviso contra la discriminación está disponible en [redmond.gov/TitleVI](http://redmond.gov/TitleVI).



# City of Redmond Operations Zero Carbon Strategy

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November 1, 2021

Jenny Lybeck, Sustainability Program Manager



**Redmond**  
WASHINGTON

# Meeting Purpose

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Review and approve  
City of Redmond  
Operations Zero Carbon  
Strategy



# Background

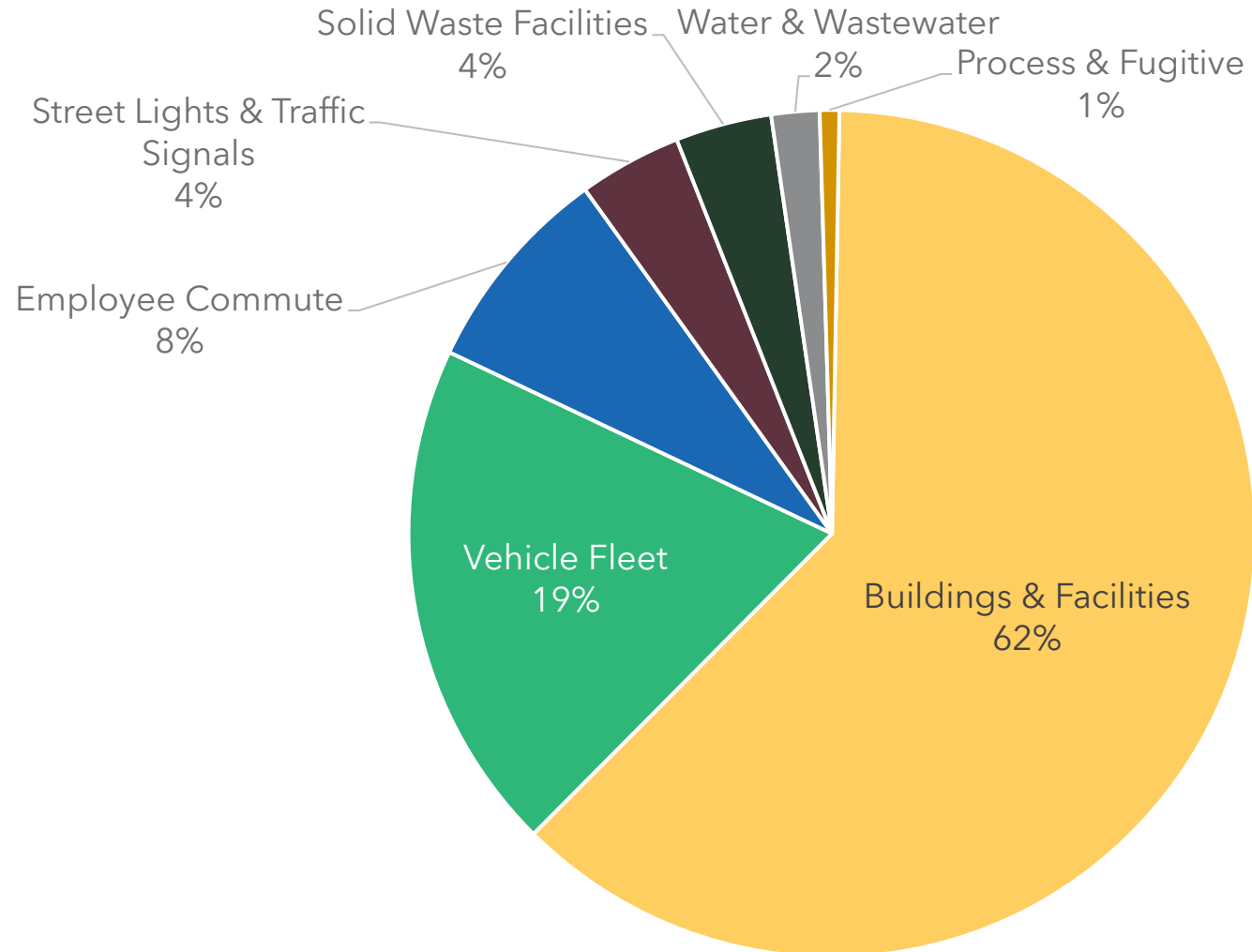
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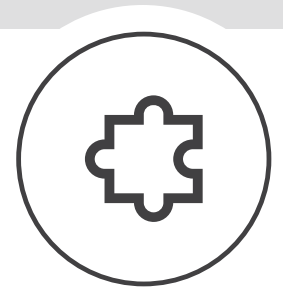
Environmental  
Sustainability  
Action Plan

Climate  
Emergency  
Declaration

# 2018 Municipal Emissions



# Strategy



Transition to clean electricity & reduce energy consumption



Reduce fleet & employee commute vehicle miles

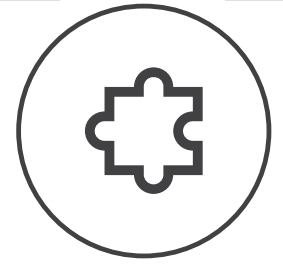


Electrify new facilities and vehicle fleet



Increase tree canopy, offsets, & reduce waste

# Strategy



## **Transition to clean electricity & reduce energy consumption**

*Target:* 100% renewable energy

*Target:* 30% reduction in energy use from existing facilities

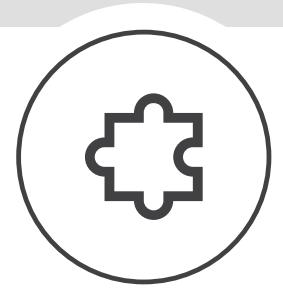


## **Reduce fleet & employee commute vehicle miles**

*Target:* 35% reduction in employee commute VMT



# Strategy



## **Electrify new facilities and vehicle fleet**

*Target:* 100% electric new construction

*Target:* 100 electric vehicles in City fleet



## **Increase tree canopy, offsets, & reduce waste**

*Target:* Reduce organic waste generation 50%

*Target:* Plant 2 acres of trees/year

# Recommendation

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Approve Resolution adopting the City of Redmond Operations Zero Carbon Strategy



# Thank You

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Questions?

Jenny Lybeck, [jlybeck@redmond.gov](mailto:jlybeck@redmond.gov)





Memorandum

Date: 11/1/2021  
Meeting of: City Council Special Meeting

File No. AM No. 21-169  
Type: New Business

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

Finance	Chip Corder	425-556-2189
Parks	Carrie Hite	425-556-2326
Public Works	Dave Juarez	425-556-2733

DEPARTMENT STAFF:

Finance	Kelley Cochran	Deputy Finance Director
Parks	Loreen Hamilton	Deputy Parks Director
Public Works	Eric C. Dawson	Senior Engineer

TITLE:  
Redmond Senior & Community Center Funding Plan and Ordinance

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

OVERVIEW STATEMENT:

As a follow up to the City Council Study Session discussion on October 26, 2021, staff will present two funding plan options and applicable ordinances for Council consideration to fund the Redmond Senior & Community Center. Staff request that one of the ordinances be adopted by City Council at the November 1 Business Meeting.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:

- Envision Redmond Senior Center Building Stakeholders Report March 2020
- Redmond Community Strategic Plan
- 2017 Community Priorities for the Future of Redmond’s Community Centers Report
- Redmond Comprehensive Plan
- Redmond Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan
- Redmond Facilities Strategic Management Plan
- 2017-2022 Redmond Capital Investment Program (CIP).
- Redmond Zoning Code 21.10.070B
- **Required:**  
City Comprehensive Plan: FW-23, CC-12, PR-19, PR-36, PR-37, PR-38, UC-19, UC-20, DT-12, and DT-15, Redmond Zoning Code - RZC 21.10.070B
- **Council Request:**  
On July 20, 2021, City Council provided direction to proceed with the design and construction of the Redmond Senior & Community Center. City Council requested further discussion about the budget appropriation, use of one-time cash and councilmanic bonds.
- **Other Key Facts:**  
N/A

**OUTCOMES:**

This ordinance is necessary to approve and appropriate a project budget.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**  
\$44,000,000

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

**Budget Offer Number:**  
CIP

**Budget Priority:**  
Infrastructure, Health and Sustainable, Vibrant and Connected

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

**If yes, explain:**

There are 2 funding options below. The remaining funds will be revisited with City Council after 2021 is closed and staff are able to assess the funding needs for the 2023-2028 non-utility CIP, evaluate the state of the 2022 economy, and consider using the 2021 General Fund and Real Estate Excise Tax surpluses to reduce or eliminate the need for bonds.

**Funding source(s):**  
**Ordinance Option 1**

<b>Funding Source</b>	<b>Amount</b>	<b>Status</b>
Currently budgeted in 2021-2022 CIP	\$17.116 million	<i>Appropriated</i>
Surplus Park Impact Fees from 2019-2020	\$1.648 million	<i>Needs allocation to project budget (appropriation occurred in 8/2021 City Council action)</i>
State capital grant	\$1.25 million	<i>Needs appropriation to project budget</i>
General Fund surplus appropriated to facilities per City Council 8/2021 (2019-2020 biennium)	\$8.5 million	<i>Needs appropriation to project budget</i>
Surplus REET from 2019-2020	\$2.486 million	<i>Needs appropriation to project budget</i>
Councilmanic bonds and/or available fund balances	\$13.0 million	<i>Return in 2022</i>
<b>Total</b>	<b>\$44.0 million</b>	

**Ordinance Option 2**

<b>Funding Source</b>	<b>Amount</b>	<b>Status</b>
Currently budgeted in 2021-2022 CIP	\$17.116 million	<i>Appropriated</i>
Surplus Park Impact Fees from 2019-2020	\$1.648 million	<i>Needs allocation to project budget (appropriation occurred in 8/2021 City Council action)</i>
State capital grant	\$1.25 million	<i>Needs appropriation to project budget</i>
Surplus REET from 2019-2020	\$2.486 million	<i>Needs appropriation to project budget</i>
Councilmanic bonds and/or available fund balances	\$21.5 million	<i>Return in 2022</i>
<b>Total</b>	<b>\$44.0 million</b>	

**Budget/Funding Constraints:**

Currently, the need for Councilmanic bonds accounts for almost 30% of the total project cost in Option 1 or almost 50% of the total project cost in Option 2, which is less than the 50% maximum debt funding threshold per the City's fiscal policies.

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
	See Attachment B	

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The Redmond Senior & Community Center is not currently in compliance with the CIP Proviso to have an approved project budget. Current cashflow is sufficient for design phase; but when construction begins in 2022, additional funds will be needed to keep the project on schedule.

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

- Attachment A: Community and Stakeholder Outreach and Involvement
- Attachment B: Council Review Previous Contacts
- Attachment C: Presentation
- Attachment D: Ordinance Redmond Senior and Community Center - Option 1
- Attachment E: Ordinance Redmond Senior and Community Center - Option 2
- Attachment F: Summary of 2021-2022 Budget Adjustments Redmond Senior & Community Center

**Redmond Senior and Community Center Update**  
**Attachment A – Community/Stakeholder Outreach and Involvement**

- **Timeline (previous or planned)**

01/09/2020	Stakeholder Conference Call
01/15/2020	Public Meeting - Facilitated by EnviroIssues and Patano
01/16/2020	Lunch Briefing with Seniors
01/23/2020	Public Meeting - Facilitated by EnviroIssues and Patano
02/06/2020	RYPAC Senior Center Discussion
02/10/2020	Community Centers Open House - Facilitated by Patano
02/24/2020	Stakeholder Meeting #1 - Facilitated by EnviroIssues
03/05/2020	Stakeholder Meeting #2 - Facilitated by EnviroIssues
12/14/2020	Project Update for Stakeholder Group and “Meet and Greet” with Architect Team
01/11/2021	Project Stakeholder Group Meeting #1
01/25/2021	Project Stakeholder Group Meeting #2
02/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations, Community Members, BIPOC Communities, etc., Leading Up to Public Meetings
02/17/2021	First Online Questionnaire Launches (Closed On 03/10/2021)
02/24/2021	Virtual Public Meeting #1 (Senior Focused Daytime & General Public Evening)
03/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations, Community Members, BIPOC Communities, etc., Leading Up to Public Meetings
03/01/2021	Project Stakeholder Group Meeting #3
03/22/2021	Project Stakeholder Group Meeting #4
03/24/2021	Virtual Public Meeting #2 (Senior Focused Daytime & General Public Evening)
03/24/2021	Second Online Questionnaire Launches (Closed on 04/03/2021)
05/24/2021	Project Stakeholder Group Meeting #5
06/14/2021	Project Stakeholder Group Meeting #6
10/11/2021	Project Stakeholder Group Meeting #7
11/15/2021	Project Stakeholder Group Meeting #8
02/28/2022	Project Stakeholder Group Meeting #9
Monthly Briefings	Parks and Trails Commission
Monthly Briefings	Arts and Culture Commission
Monthly Briefings	Senior Advisory Committee



**Redmond Senior and Community Center Update**  
**Attachment B – Council Review Previous Contacts**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
09/17/2019	Business Meeting	Receive Information
12/03/2019	Business Meeting	Receive Information
02/11/2020	Study Session	Receive Information
02/25/2020	Committee of the Whole - Finance, Administration, and Communications	Receive Information
03/03/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/02/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/23/2020	Study Session	Receive Information
07/07/2020	Committee of the Whole - Parks and Human Services	Receive Information
07/28/2020	Study Session	Receive Information
08/04/2020	Committee of the Whole - Parks and Human Services	Receive Information
08/11/2020	Committee of the Whole - Planning and Public Works	Provide Direction
09/01/2020	Committee of the Whole - Parks and Human Services	Provide Direction
09/15/2020	Business Meeting	Approve
10/22/2020	Special Meeting	Approve
12/01/2020	Committee of the Whole - Parks and Human Services	Receive Information
01/05/2021	Committee of the Whole - Parks and Human Services	Approve
01/19/2021	Business Meeting	Approve
02/09/2021	Committee of the Whole - Planning and Public Works	Approve
02/16/2021	Business Meeting	Approve
03/09/2021	Study Session	Receive Information
04/06/2021	Committee of the Whole - Parks and Human Services	Receive Information
04/20/2021	Business Meeting	Approve
05/04/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/01/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/22/2021	Study Session	Receive Information
07/06/2021	Business Meeting	Receive Information
07/20/2021	Business Meeting	Approve
08/24/2021	Committee of the Whole - Finance, Administration, and Communications	Receive Information
09/07/2021	Committee of the Whole - Parks and Human Services	Receive Information
09/14/2021	Committee of the Whole - Planning and Public Works	Provide Direction
09/21/2021	Business Meeting	Approve
10/05/2021	Committee of the Whole – Parks and Human Services	Receive Information
10/26/2021	Study Session	Receive Information



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# City Council Study Session

## Redmond Senior & Community Center

October 26, 2021



**Redmond**  
WASHINGTON **258**

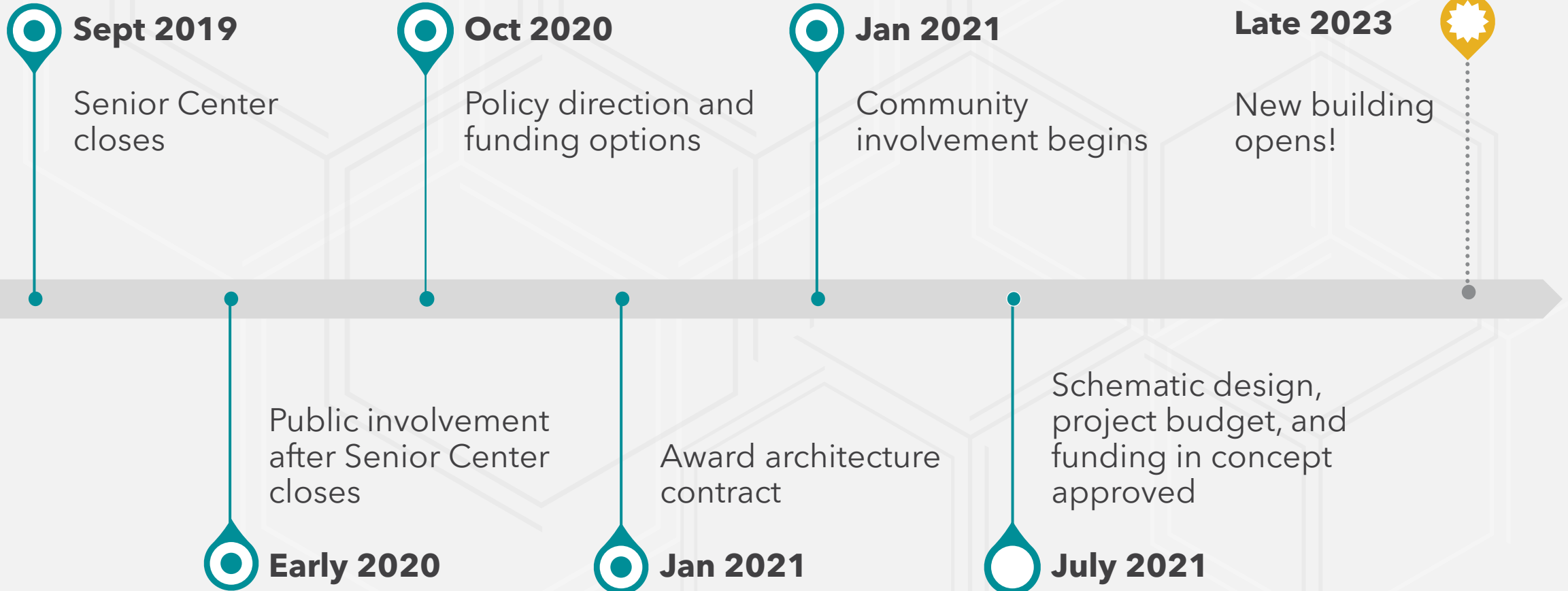


# Project Timeline

# Overall Project Timeline



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# City Council Touchpoints



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- 3/9/2021 - Study Session - Program Information & Preliminary Public Feedback
- 5/4/2021 - PHS Committee of the Whole- Preliminary Cost Estimates & Building Size
- 6/22/2021 - Study Session - Rough Schematic Design & Cost
- 7/6/2021 - Update on Building Design & Cost Estimate
- 8/24/2021 - FAC Committee of the Whole - Funding Package Presented
- 10/26/2021 - Study Session - Funding Plan
- 11/1/2021 - PHS Committee of the Whole - Funding Discussion



# Upcoming City Council Decisions



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- 1/19/2021 - Approve Architect Agreement
- 2/16/2021 - Approve Owner's Rep Agreement
- April/May 2021 - Approve GCCM Pre-Construction Agreement
- July 20, 2021 - Approve Schematic Design & Project Budget**
- September 21, 2021 - Approve Amendment for Design Contracts
- November 1, 2021 - Approve Project Budget and Appropriation Ordinance
- Early 2022 - Approve Early Construction Package
- Q2 2022 - Reimbursement Resolution
- April 2022 - Approve MACC, Architect, and Owner's Representative Amendments for Construction
- Mid 2022 - Approval of Bond Issuance





# Funding Package

# Recommended Funding Plan



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Funding Source	Ordinance Option 1	Ordinance Option 2
Currently budgeted in 2021-2022 CIP	\$17.116 million	\$17.116 million
Surplus Park Impact Fees from 2019-2020	\$1.648 million	\$1.648 million
State capital grant	\$1.25 million	\$1.25 million
General Fund surplus appropriated to Capital Projects (2019-2020 biennium)	\$8.5 million	-----
Surplus REET from 2019-2020	\$2.486 million	\$2.486 million
Councilmanic bonds and/or 2021 year-end cash	\$13.0 million	\$21.5 million
<b>Total</b>	<b>\$44.0 million</b>	<b>\$44.0 million</b>
<b>Annual Debt Payments and Interest on Options (20-year bond at 3% interest)</b>		
Annual Debt Payment	\$873,804	\$1,445,138
Total Debt Payments (20 yrs)	\$17,476,080	\$28,902,754
Cumulative Interest (20 yrs)*	\$4,476,080	\$7,402,754

\* Cumulative interest represents an additional project cost over and above \$44.0M.





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**SENIOR & COMMUNITY CENTER**  
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# Thank you

Carrie Hite, Parks and Recreation Director  
[chite@redmond.gov](mailto:chite@redmond.gov) | 425-556-2326

Chip Corder, Finance Director  
[ccorder@redmond.gov](mailto:ccorder@redmond.gov) | 425-556-2189

Loreen Hamilton, Parks and Recreation Deputy Director  
[lhilton@redmond.gov](mailto:lhilton@redmond.gov) | 425-556-2336

Eric Dawson, Project Manager  
[ecdawson@redmond.gov](mailto:ecdawson@redmond.gov) | 425-556-2867



Ordinance Option 1

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING ORDINANCE NOS. 3026, 3041, 3042, 3045, 3046, 3047, 3048, 3049, 3050, and 3051 BY MAKING ADJUSTMENTS TO THE CITY'S 2021-2022 BIENNIAL BUDGET, IN EXHIBIT 1

---

WHEREAS, the City Council approved the proposed schematic design, the project budget of \$44.0 million, and the funding plan in concept for the Redmond Senior & Community Center at its July 20, 2021 Regular Business Meeting; and

WHEREAS, the City Council appropriated \$17.116 million for the Redmond Senior & Community Center in the 2021-2022 Adopted Budget; and

WHEREAS, \$1.648 million of the 2021 budgeted beginning fund balance in the Parks Capital Projects Fund, which represents surplus Park Impact Fees from the 2019-2020 biennium, has been identified to help fund the Redmond Senior & Community Center project; and

WHEREAS, the State of Washington Adopted Capital Budget is supporting the Redmond Senior & Community Center with a \$1.25 million grant; and

WHEREAS, \$15.611 million has been reserved in the General Government Capital Fund for capital projects by Ordinance No. 3049, and \$8.5 million has been identified to help fund the Redmond Senior & Community Center project; and

WHEREAS, \$2.486 million of the 2021 budgeted beginning fund balance in the Real Estate Excise Tax Fund has been identified to help fund the Redmond Senior & Community Center project; and

WHEREAS, \$13 million in Councilmanic Bonds and/or available fund balances are required to fully fund the Redmond Senior & Community Center project.

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

Section 1. Ordinance No. 3026 adopting the 2021-2022 biennial budget, passed by the City Council on December 10, 2020, and as amended by Ordinance No. 3041, Ordinance No. 3042, Ordinance No. 3045, Ordinance No. 3046, Ordinance No. 3047, Ordinance No. 3048, Ordinance No. 3049, Ordinance No. 3050 and Ordinance No. 3051, is hereby amended to set the total project budget at \$44 million for the Redmond Senior & Community Center, to use \$1.648 million of the 2021 budgeted beginning fund balance in the Parks Capital Projects Fund for the project, to appropriate a \$1.25 million capital grant from the State for the project; to use \$8.5 million of the \$15.611 million reserved in the General Government Capital Fund for the project; to use \$2.486 million of the 2021 budgeted beginning fund balance in the Real Estate Excise Tax Fund for the project; and to use \$13 million in Councilmanic bonds and/or available fund balances for the Redmond Senior & Community Center project.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3.      Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 1st day of November, 2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL D. 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:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

Ordinance Option 2

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING ORDINANCE NOS. 3026, 3041, 3042, 3045, 3046, 3047, 3048, 3049, 3050, AND 3051 BY MAKING ADJUSTMENTS TO THE CITY'S 2021-2022 BIENNIAL BUDGET, IN EXHIBIT 1

---

WHEREAS, the City Council approved the proposed schematic design, the project budget of \$44.0 million, and the funding plan in concept for the Redmond Senior & Community Center at its July 20, 2021 Regular Business Meeting; and

WHEREAS, the City Council appropriated \$17.116 million for the Redmond Senior & Community Center in the 2021-2022 Adopted Budget; and

WHEREAS, \$1.648 million of the 2021 budgeted beginning fund balance in the Parks Capital Projects Fund, which represents surplus Park Impact Fees from the 2019-2020 biennium, has been identified to help fund the Redmond Senior & Community Center project; and

WHEREAS, the State of Washington Adopted Capital Budget is supporting the Redmond Senior & Community Center with a \$1.25 million grant; and

WHEREAS, \$2.486 million of the 2021 budgeted beginning fund balance in the Real Estate Excise Tax Fund has been identified to help fund the Redmond Senior & Community Center project; and

WHEREAS, \$21.5 million in Councilmanic Bonds and/or available fund balances are required to fully fund the Redmond Senior & Community Center project.

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

Section 1. Ordinance No. 3026 adopting the 2021-2022 biennial budget, passed by the City Council on December 10, 2020, and as amended by Ordinance No. 3041, Ordinance No. 3042, Ordinance No. 3045, Ordinance No. 3046, Ordinance No. 3047, Ordinance No. 3048, Ordinance No. 3049, Ordinance No. 3050 and Ordinance No. 3051, is hereby amended to set the total project budget at \$44 million for the Redmond Senior & Community Center, to use \$1.648 million of the 2021 budgeted beginning fund balance in the Parks Capital Projects Fund for the project, to appropriate a \$1.25 million capital grant from the State for the project; to use \$2.486 million of the 2021 budgeted beginning fund balance in the Real Estate Excise Tax Fund for the project; and to use \$21.5 million in Councilmanic bonds and/or available fund balances for the Redmond Senior & Community Center project.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 1st day of November,  
2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL D. 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:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

**EXHIBIT 1**  
**Summary of 2021-2022 Budget Adjustments**

Fund Number	Fund Name	2021-2022 Adopted Budget (Ord 3026)	Adjustment #1	Adjustment #2	Adjustment #3	Adjustment #4	Adjustment #5	Adjustment #6	Adjustment #7	Adjustment #8	Adjustment #9	Adjustment #10	Revised 2021-2022 Budget
			Human Services Funding (Ord 3041)	Development Surge (Ord 3042)	Beginning Fund Balance Excl. GF (Ord 3045)	Body Worn Cameras (Ord 3046)	Redmond Central Connector Ph. 3 (Ord 3047)	Priority Maintenance (Ord 3048)	Municipal Facilities Reserves (Ord 3049)	ARPA - Tourism (Ord 3050)	ARPA - COVID Recovery Fund (Ord 3051)	Redmond Senior and Comm Center (Ord XXXX)	
100	General Fund	\$ 201,732,921	\$ 500,000	\$ 1,530,000	\$ -	\$ 3,961,110	\$ 2,800,000	\$ 1,800,000	\$ 15,611,470	\$ 364,157	\$ 9,564,842	\$ -	\$ 237,864,500
011	Arts Activity	679,044	-	-	(4,365)	-	-	-	-	-	-	-	674,679
012	Parks Maintenance & Operations	3,636,220	-	-	54,869	-	-	-	-	-	-	-	3,691,089
013	Community Events	762,363	-	-	(14,164)	-	-	-	-	-	-	-	748,199
019	Human Services Grant Fund	5,279,457	500,000	-	(565,425)	-	-	-	-	-	-	-	5,214,032
020	Fire Equipment Reserve	4,430,207	-	-	(55,822)	-	-	-	-	-	-	-	4,374,385
021	Operating Reserve	8,029,824	-	-	115,297	-	-	-	-	-	-	-	8,145,121
025	COVID Recovery Fund	-	-	-	-	-	-	-	-	-	9,564,842	-	9,564,842
027	Capital Replacement Reserve	4,853,833	-	-	568,568	-	-	-	-	-	-	-	5,422,401
030	Business Tax	11,849,645	-	-	(45,482)	-	-	-	-	-	-	-	11,804,163
031	Real Property Fund	1,055,114	-	-	1,916,692	-	-	-	-	-	-	-	2,971,806
035	Fire Levy Fund	6,912,244	-	-	28,366	-	-	-	-	-	-	-	6,940,610
036	Police Levy Fund	8,805,302	-	-	(1,273,576)	-	-	-	-	-	-	-	7,531,726
037	Parks Levy Fund	1,200,074	-	-	(26,940)	-	-	-	-	-	-	-	1,173,134
095	Parks Maintenance Projects	1,839,253	-	-	150,195	-	-	-	-	-	-	-	1,989,448
096	Transportation Maintenance Project	14,988,555	-	-	3,647,405	-	-	-	-	-	-	-	18,635,960
099	General Governmental Maint	18,292,452	-	-	1,626,940	-	-	-	-	-	-	-	19,919,392
110	Recreation Activity	4,207,550	-	-	145,037	-	-	-	-	-	-	-	4,352,587
115	Development Review	19,581,584	-	-	386,969	-	-	-	-	-	-	-	19,968,553
117	Cable Access Fund	66,982	-	-	(2,588)	-	-	-	-	-	-	-	64,394
118	Operating Grants	2,360,334	-	-	389,383	-	-	-	-	-	-	-	2,749,717
122	Advanced Life Support	19,695,613	-	-	(250,666)	-	-	-	-	-	-	-	19,444,947
124	Fire Donations Fund	615,903	-	-	610	-	-	-	-	-	-	-	616,513
125	Real Estate Excise Tax	23,121,488	-	-	2,698,725	-	-	-	-	-	-	-	25,820,213
126	Drug Enforcement	117,601	-	-	3,241	-	-	-	-	-	-	-	120,842
131	Tourism (Hotel/Motel Tax)	2,090,906	-	-	(33,691)	-	-	-	-	364,157	-	-	2,421,372
140	Solid Waste Recycling	3,291,433	-	-	92,999	-	-	-	-	-	-	-	3,384,432
233	Non-Voted GO Bonds - Parks	9,583,033	-	-	(1,505)	-	-	-	-	-	-	-	9,581,528
315	Parks Capital Projects	17,541,679	-	-	4,285,265	2,800,000	-	-	-	-	-	25,236,000	49,862,944
316	Transportation Capital Project	47,582,673	-	-	(5,452,216)	-	-	-	-	-	-	-	42,130,457
319	General Governmental Capital	8,224,108	-	-	1,479,469	-	-	-	15,611,470	-	-	-	25,315,047
361	CFD 2014-1	7,631,421	-	-	-	-	-	-	-	-	-	-	7,631,421
362	CFD 2016-1	10,751,459	-	-	-	-	-	-	-	-	-	-	10,751,459
401	Water/Wastewater	84,418,594	-	-	931,718	-	-	-	-	-	-	-	85,350,312
402	UPD - Water/Wastewater	21,339,048	-	-	834,329	-	-	-	-	-	-	-	22,173,377
403	Water/Wastewater Capital Proj	18,394,238	-	-	9,213,532	-	-	-	-	-	-	-	27,607,770
404	Wastewater Capital Project	15,453,667	-	-	2,609,901	-	-	-	-	-	-	-	18,063,568
405	Stormwater Management	37,572,031	-	-	(923,426)	-	-	-	-	-	-	-	36,648,605
406	Stormwater Management Capital	45,594,836	-	-	6,300,334	-	-	-	-	-	-	-	51,895,170
407	UPD - Capital Projects	11,893,066	-	-	823,137	-	-	-	-	-	-	-	12,716,203
408	UPD Wastewater Capital Project	14,021,357	-	-	510,824	-	-	-	-	-	-	-	14,532,181
501	Fleet Maintenance	9,933,236	-	-	(318,076)	-	-	-	-	-	-	-	9,615,160
510	Insurance Claims & Reserves	3,714,231	-	-	(65,189)	-	-	-	-	-	-	-	3,649,042
511	Medical Self Insurance	34,128,975	-	-	110,814	-	-	-	-	-	-	-	34,239,789
512	Worker's Compensation	4,802,738	-	-	(384,966)	-	-	-	-	-	-	-	4,417,772
520	Information Technology	23,103,404	-	-	70,551	-	-	-	-	-	-	-	23,173,955
		\$ 795,179,696	\$ 1,000,000	\$ 1,530,000	\$ 29,577,073	\$ 3,961,110	\$ 5,600,000	\$ 1,800,000	\$ 31,222,940	\$ 728,314	\$ 19,129,684	\$ 25,236,000	\$ 914,964,817

Notes: Ordinance #3026 establishing the 2021-2022 budget was approved by Council on December 10, 2020.  
 Ordinances #3041 and 3042 amending the 2021-2022 budget were approved by Council on July 20, 2021.  
 Ordinances #3045, 3046, 3047, 3048, 3049, 3050, and 3051 amending the 2021-2022 budget were approved by Council on August 17, 2021.