City of Redmond

Redmond
WASHINGTON

Agenda

Tuesday, February 3, 2026

4:30 PM

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

Committee of the Whole - Planning and Public Works

Committee Members

Jessica Forsythe, Presiding Officer
Vanessa Kritzer
Angie Nuevacamina
Sayna Parsi
Vivek Prakriya
Menka Soni
Melissa Stuart

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

AGENDA

ROLL CALL

A. Action Items - 25 minutes

1. Approval of the 2026 Planning and Public Works Committee of the Whole Workplan CM 26-046

Attachment A: 2026 Planning and Public Works Workplan

Council, 5 minutes
Requested Action: Consent, February 17th

2. Accept Funds and Add Overlake Area Bicycle/Pedestrian Improvements Project to CIP CM 26-052

Attachment A: Funding Award Letter

Attachment B: Vicinity Map

Department: Planning and Community Development, 5 minutes
Requested Action: Consent, February 17th

3. Award a Business District Feasibility and Formation Contract to Uncommon Bridges in the amount of $130,000 CM 26-076

Attachment A: Business District Feasibility and Formation Contract

Attachment B: Uncommon Bridges RFP Response

Department: Planning and Community Development, 5 minutes
Requested Action: Consent, February 17th

4. Approve Consultant Agreement with BHC for the Viewpoint AC Watermain Replacement Project CM 26-066

Attachment A: CIP Project Information Sheet

Attachment B: Additional Project Information

Attachment C: BHC Consultant Agreement

Department: Public Works, 5 minutes
Requested Action: Consent, March 3rd

5. Approve Consultant Agreement with Hazen and Sawyer for Feasibility and Pre-design Analysis for PFAS Treatment for Wells 1 and 2 — CM 26-055

Attachment A: Hazen and Sawyer Consultant Agreement - Draft Scope of Work
Attachment B: PFAS Monitoring Quarterly Results
Attachment C: Consultant Fee Workbook

Department: Public Works, 5 minutes
Requested Action: Consent, February 17th

B. Feedback for Study Session/Staff Report - 25 minutes

1. R22 Overlake Consolidated Land Use Application - Quasi-Judicial — CM 26-054

Attachment A: Technical Committee Report
Attachment B: Draft Development Agreement

Department: Planning and Community Development, 10 minutes
Requested Action: Study Session, February 24th

2. State of the Utilities and Investment Drivers — CM 26-067

Attachment A: Utility Investment Presentation Series Schedule

Department: Public Works, 10 minutes
Requested Action: Staff Report, March 3rd

3. Evans Creek Relocation Project Update — CM 26-028

Attachment A: Presentation

Department: Public Works, 5 minutes
Requested Action: Staff Report, February 17th

C. Informational - N/A

D. Read Only - N/A

ADJOURNMENT

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

Memorandum

Date: 2/3/2026
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-046
Type: Committee Memo

Approval of the 2026 Planning and Public Works Committee of the Whole Workplan

Redmond WASHINGTON	Committee of the Whole – Planning and Public Works 2026 Work Plan

Presiding Officer: Councilmember Forsythe

Directors: Carol Helland, Planning and Community Development; Aaron Bert, Public Works

Quarter	Planning and Community Development	Public Works
1 **Jan.** **Feb.** **Mar.**	Updates • Tourism Update • Transportation Demand Management program update • Matrix Update New Items • R22 Master Plan and Development Agreement • Overlake Commons Master Plan and Development Agreement Contracts/Agreements • Business District Consultant • Move Ahead Washington funds acceptance • MOVA (148th Ave/NE 36th St) design consultant contract Ordinances/Resolutions	Updates • CIP Quarterly Update (will include MOC Update) • APWA Accreditation (final actions) • Transportation Benefit District Annual Update Contracts/Agreements • Consultant Agreement – PFAS Treatment Design • Consultant Agreement - AC Watermain Replacements Viewpoint North and South • Consultant Agreement – SE Redmond Park • Consultant Agreement – ADA Improvements-Parks Restrooms • Consultant Agreement – Hartman Park Playground Replacement • Consultant Agreement – 148th Ave Shared Use Path • Consultant Agreement – NE 36th St. Bike Facilities

	• Comprehensive Plan Amendment: 6900 188th Ave NE • MFTE Amendments (Policy coming forward with Finance) • ARCH Housing Trust Fund • Transportation Master Plan adoption • Redmond 2050 Completion Resolution	• Consultant Agreement – Ardmore Stormwater Pond Repair • Contract Award – Lift Station Equipment Upgrades Phase 2 • Contract Award - Bel-Red Bike Lanes Schedule B • Contract Award - NE 70th St. Crosswalk • Construction Acceptance – Control & Telemetry Phases 2 & 3 • Construction Acceptance – Redmond Senior & Community Center • Construction Acceptance – 152nd Ave NE • Construction Acceptance – 10,000 Blk of Avondale Rd. Erosion Control • Construction Acceptance – NE 40th St. Sidewalk Repairs • Construction Acceptance – Turf Replacements, Grass Lawn Park and Hartman Park • Construction Acceptance – Sustainability LED Lighting Building Retrofit Ordinances/Resolutions • Redmond Municipal Code Revisions – Final Ordinance Approval: o Title 10, Vehicles & Traffic o Title 12, Streets and Sidewalks o Title 13, Water and Sewers

Redmond WASHINGTON	Committee of the Whole – Planning and Public Works 2026 Work Plan

		○ Title 15, Buildings and Construction
2 **Apr.** **May** **Jun.**	Updates • World Cup • Joint Meeting with Planning Commission • Safer Streets Action Plan progress update • Tree Management Code Amendments New Items • Design Standards Update Contracts/Agreements • Secure bike parking vendor contract Ordinances/Resolutions • 2026 Code Amendments: Business, Fences, Legislative • Noise Code Amendments	Updates • High Water Users Informational Update • CIP Quarterly Update (will include MOC Update) • Recology Change Over Update • FOG | Private Drainage Inspection Update Contracts/Agreements • Consultant Agreement – 51st St. Watermain Replacement • Contract Award – Pedestrian & Bicycle Safety Projects • Contract Award – ADA Curb Ramps • Contract Award – 154th Paving • Contract Award – Willows Rd. Watermain Extension • Construction Acceptance – Redmond Central Connector Phase 3 • Construction Acceptance – WLSP Paving • Construction Acceptance – Fire Station 17 Siding Replacement Ordinances/Resolutions • Redmond Municipal Code Revisions – Final Ordinance Approval: ○ Title 1, General Provisions

		○ Title 2, Administration and Personnel ○ Title 3, Revenue and Finance ○ Title 4, Boards, Commissions, and Committees ○ Title 5, Business Licenses and Regulations ○ Title 6, Health and Sanitation ○ Title 7, Animals ○ Title 9, Public Peace, Morals and Safety
3 **Jul.** **Aug.** **Sept.**	Updates • Economic Development and Tourism New Items • Housing and Human Services Strategic Plan Contracts/Agreements • WSDOT SRTS/Bike/Ped Grant acceptance (if successful) • WSDOT HSIP grant acceptance (if successful) Ordinances/Resolutions • 2026-27 Annual Comprehensive Plan Amendment Docket • 2026 Annual RZC Amendments	Updates • CIP Quarterly Update (will include MOC Update) • Speed Study Update • Curbside Management Update • PFAS Containment Strategies • Septic to Sewer Recommended Program Plan Contracts/Agreements • Contract Award – Control & Telemetry Upgrades Phase 4 • Contract Award – EV Charging Stations Phase 2 • Contract Award – Idylwood Park Parking Lot Expansion and Frontage Improvements • Contract Award – NE 40th St. Shared Use Path • Construction Acceptance – Reservoir Park Sports Court Replacement and Water Tank

	• Washington State Building Code Adoption: Effective 11/1/26	
4 **Oct.** **Nov.** **Dec.**	Updates • Transportation Demand Management program/RedLink update • Transportation Master Plan Performance Measures and progress reporting Contracts/Agreements • Tourism Grants • TIB grant acceptance (if successful) Ordinances/Resolutions • Impact Fee Amendments • Tree Management Code Amendments	Updates • CIP Quarterly Update (will include MOC Update) Contracts/Agreements • Contract Award – Avondale Rd. Watermain and Paving • Construction Acceptance – Bel-Red Rd. Buffered Bike Lanes • Construction Acceptance –Public Safety Building Phase 2 & Sustainability Building Automation • Construction Acceptance – Sidewalk Repairs Avondale Way • Construction Acceptance – NE 70th St. Crosswalk

Memorandum

Date: 2/3/2026
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-052
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Michael Hintze	Transportation Planning Manager
Planning and Community Development	Micah Ross	Senior Engineer

TITLE:
Accept Funds and Add Overlake Area Bicycle/Pedestrian Improvements Project to CIP

OVERVIEW STATEMENT:
WSDOT has awarded the City $8,000,000 in Move Ahead Washington (MAWA) funds for the Overlake Area Bicycle/Pedestrian Improvements Project. This project will construct a shared use path on 148th Ave from NE 31st St to NE 40th Street, and bike lanes on NE 36th Street from 148th Ave to the 520 Trail (the scope of this project was previously for the construction of a new pedestrian bridge over Hwy 520 along 148th Ave, titled 148th Ave Trail - 520 to NE 24th St). This request is to accept funds from WSDOT and add the project into the City's Capital Investment Program.

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

REQUESTED ACTION:

☐ **Receive Information** ☒ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Capital Investment Program (CIP), Transportation Master Plan (TMP)
- **Required:**
  Council approval is required to accept grant funding
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
Design and construction of this project supports safe pedestrian and bicycle movement on key north/south and east/west corridors in the Overlake area as identified in the Transportation Master Plan.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Outreach will be included in the project's design phase.
- **Outreach Methods and Results:**
  Anticipated outreach will include website updates, post card mailer, open house, and direct outreach.
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
Total: $8,000,000
*$3,000,000 of the total funding is designated for the 2027-2029 biennium, and will require Legislative action prior to authorization.

Approved in current biennial budget: ☐ **Yes** ☐ **No** ☒ **N/A**
No additional dollars are being requested. This is reflective of a change of scope for the project.

Budget Offer Number:
0000384 - Transportation Capital CIP

Budget Priority:
Vibrant and Connected

Other budget impacts or additional costs: ☒ **Yes** ☐ **No** ☐ **N/A**
If yes, explain:
Annual operations and maintenance costs after the project is completed.

Funding source(s):
Grant - Move Ahead Washington (MAWA)

Budget/Funding Constraints:
Funding must be obligated during the biennium to maintain funding and project status.

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/17/2026	Business Meeting	Approve

Time Constraints:
Funds are currently available to be obligated

ANTICIPATED RESULT IF NOT APPROVED:
State funding would be returned.

ATTACHMENTS:
Attachment A: Funding Award Letter
Attachment B: Vicinity Map

Washington State Department of Transportation

Local Programs
310 Maple Park Avenue S.E.
P.O. Box 47390
Olympia WA 98504-7390
360-705-7370
www.wsdot.wa.gov

July 8, 2025

Mr. Aaron Bert
Public Works Director
City of Redmond
P.O. Box 97010
Redmond, WA 98073-9710

RE: Overlake Area Bicycle/Pedestrian Improvements
Move Ahead Washington – Tier Pedestrian & Bicycle
2025-27 Transportation Budget
State Funding

Dear Mr. Bert:

WSDOT is pleased to advise you that the 2025-27 Transportation Budget updated the above-mentioned project title (previously SR 520 & 148th Ave NE Bicycle/Pedestrian Crossing) and funding through the Move Ahead Washington (MAWA) – Tier Pedestrian & Bicycle program utilizing Climate Commitment Act (CCA) funds. The state funding is limited as shown below:

Overlake Area Bicycle/Pedestrian Improvements **$8,000,000**

2023-25 Available Funding: ***$ 250,000***
2025-27 Available Funding: ***$ 4,750,000***
2027-29 Available Funding: *$ 3,000,000 – Legislative action is required prior to authorization.*

Scope: Funding is provided for multimodal and access improvements in the Overlake area.

The MAWA legislation intends to provide funding in future biennia for this project. In the event the 2023-25 funding is not reimbursed, WSDOT will need to request the remaining funding through the 2026 supplemental budget process. Until the funding is provided by the legislature, WSDOT can only reimburse your agency for the approved work completed each biennium, as reflected above. Therefore, it is critical that your agency update the Local Project Report detailing the project's delivery, so that the funding aligns with the project schedule. As a reminder, the amount of MAWA funds available in each biennium is contained within the enacting legislation.

A Local Programs State Funding Agreement or Supplement must be authorized before the start of each state funded phase of the project. This includes authorization of the construction phase prior to advertisement of the construction contract.

To meet the state requirements for this project, the following are required:

- ***Project expenditures incurred before receiving notice from Local Programs of fund authorization are not eligible for reimbursement.***

- Please refer to the Local Programs webpage for detailed authorization information, including: (http://www.wsdot.wa.gov/localprograms/)
  - ✓ Local Agency Guidelines (LAG) manual for detailed requirements.
  - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable.
  - ✓ Funding and billing forms.
  - ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database, you will need an account name and password. Your account name is **Redmond** and your password is **Redmo163**. The password is case sensitive.
- Directive 24-01 "Use of Climate Commitment Act Branding in Agency Contracts" – compels agencies like WSDOT that administer CCA-funded programs to require subrecipients to implement consistent branding and funding acknowledgements. Therefore, **you are required to use the branding guidance for this CCA-funded project.** If CCA is a portion of your project's overall funding, please also list other funding sources as applicable on your communications including webpages. It is important to note that there is no additional funding for this effort, so please do what is feasible relative to your grant award. The directive and related branding requirements are attached to this letter.

Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible expenditures.

For questions or assistance, please contact your Region Local Programs Engineer, Mehrdad Moini at 206.440.4734 or Mehrdad.Moini@wsdot.wa.gov.

Sincerely,

Jay Drye, PE
Director
Local Programs

Attachments

JD:st:cdm

cc: Mehrdad Moini, PE, Northwest Region Local Programs Engineer

STATE OF WASHINGTON
OFFICE OF GOVERNOR JAY INSLEE

DIRECTIVE OF THE GOVERNOR
24-01

Date: January 16, 2024

To: Executive and Small Cabinet Agencies

From: Governor Jay Inslee

Subject: Use of Climate Commitment Act Branding in Agency Contracts

As agencies begin deploying appropriations from the Climate Commitment Act (CCA), we are creating tools to ensure transparency about how CCA funding is being put to work across the state. One of the ways we can help people see CCA benefits in their own neighborhoods and communities is through consistent branding and funding acknowledgements.

Effective today, January 16, 2024, agency contracts related to CCA-funded programs and projects *must* include provisions consistent with the attached branding contract guidelines.

The CCA is supercharging state efforts to reduce pollution and keep our air clean. The projects and programs supported by the CCA provide Washingtonians more options for cleaner, healthier homes, schools, businesses and communities. Examples include keeping kids safe from asthma by switching to electric school buses and improving air ventilation systems in schools; helping thousands of families reduce utility bills by weatherizing their homes and upgrading to energy-efficient heat pumps; and creating clean energy jobs in solar, wind, clean hydrogen and other clean energy sectors.

The attached CCA branding contract guidelines are similar to the kinds of funding requirements often seen in federally-funded programs or other infrastructure funding programs.

For CCA-funded contracts that were executed *prior to* this effective date, agencies should evaluate on a case-by-case basis if amendments to include any or all of these requirements are feasible or justifiably infeasible.

I appreciate everyone’s dedication and progress toward a cleaner, healthier, safer Washington for all.

STATE OF WASHINGTON
OFFICE OF GOVERNOR JAY INSLEE

Climate Commitment Act funding acknowledgments and branding: Contract guidelines for agencies

Last updated: January 16, 2024
Issued by Office of the Governor Pursuant to Directive 24-01

The Climate Commitment Act (CCA) is the centerpiece of the state's climate action efforts. Revenue from the program will support thousands of projects, programs and jobs that reduce pollution, and improve the health, safety, and resilience of neighborhoods and communities across Washington state.

To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to include CCA funding acknowledgement and branding provisions in funding or contract agreements.

The following guidance and sample contract language is intended to help agencies identify when and how to include requirements for funding acknowledgments and branding. These flow-down provisions apply to contractors, subcontractors, service providers and others doing business with the agency to implement a program that is receiving CCA funding. Such guidelines are similar to routine funding conditions from the federal government and will feel familiar to many agencies, particularly those who do federally-funded public works projects.

This guidance is effective January 16, 2024. For CCA-funded contracts that were executed prior to this effective date, agencies should evaluate on a case-by-case basis if amendments to include any or all of these requirements are feasible or justifiably infeasible.

Appendix A provides the official brand guide for "Climate Commitment Act" logo usage, signage guidelines, and access to high-resolution files. The brand guide is also available at climate.wa.gov/brandtoolkit. Please feel free to refer grantees and contractors to that web page.

Funding source acknowledgement

Administering agencies and all funding recipients, including sub-grantees and local agencies that receive CCA funding to supplement existing programs, must include recognition of CCA funding in alignment with this guidance.

The funding source acknowledgment should be used in related publications, websites, signage, invitations and other media-related and public-outreach products. This is the standard funding language to be used on websites and included in announcements, press releases, and publications:

> "The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

Logo and signage, decals, stickers

In addition to including a funding acknowledgement on websites and media or outreach materials, recipients must display the "Climate Commitment Act" logo if logos for other partnering organizations are included.

Logos must be printed on publicly-visible equipment and signage, as applicable and to the extent practical. If equipment and signage includes logos from other partners, it must also include a "Climate Commitment Act" logo. Likely examples include EV charging station signs, the side of an electric school bus, or the exterior surface of a heat pump.

Examples of applicable projects and programs

Large capital projects
Examples include but are not limited to large-scale or solar projects, shore power at ports, or retrofits on public buildings.

- **Pre- and during construction project signs**
  If the project is installing pre-construction signage or will have signage up during construction, signage must include a CCA logo.

- **Website information**
  If the project has a related website or webpage, it must include the funding acknowledgement. If the website or webpage includes logos for other project partners or funding sources, it must also include a CCA logo.

- **Public outreach or promotional materials**
  Fliers, brochures, public meeting notices, and other similar education and outreach materials must include the funding acknowledgement. If materials include logos for other project partners, they must also include a CCA logo.

- **Permanent signs**
  Once the project is complete, any prominent signage that will remain permanently within the footprint of the site must include a CCA logo.

Small capital projects
Examples include but are not limited to culvert projects along major roadways, community solar projects, new or upgraded EV charging stations, new or upgraded air quality monitoring stations.

- **Pre- and during construction project signs**
  If the project is installing pre-construction signage or will have signage up during construction, it must include a CCA logo.

- **Website information**
  If the project has a related website or webpage, it must include the funding acknowledgement. If the website or webpage includes logos for other project partners or funding sources, it must also include a CCA logo.

- **Public outreach or promotional materials**
  Fliers, brochures, public meeting notices, and other similar education and outreach materials must include the funding acknowledgement. If materials include logos of other project partners, they must also include a CCA logo.

- **Permanent signs**
  Once the project is complete, any prominent signage that will remain permanently within the footprint of the site must include a CCA logo.

Stationary projects or consumer incentive programs
Examples include but are not limited to weatherization or heat pump programs for homes or apartments, new electric school buses, free youth transit.

- **Website information**
  If the project has a related website or webpage, it must include the funding acknowledgement. If the website or webpage includes logos for other project partners or funding sources, it must also include a CCA logo.

- **Public outreach or promotional materials**
  Fliers, brochures, public meeting notices, and other similar education and outreach materials must include the funding acknowledgement. If materials include logos of other project partners, they must also include a CCA logo.

- **On-product**
  Equipment such as heat pumps, updated electrical panels, zero-emission or electric-hybrid vehicles including drayage trucks, buses or ferries, and other products or equipment purchased with CCA funding must include a CCA logo decal in a place that is generally visible to the consumer or user. This includes equipment installed in residential buildings as well as commercial, industrial and community buildings or settings.

Sample contract language

This sample contract language is a starting point. Please work with your contracts manager to ensure contract language is appropriate for the specific circumstances of your project or program. The intent and spirit of this contract language is to ensure the Climate Commitment Act is consistently and properly recognized as a source of funding, particularly to emphasize the benefit to the end user.

Section X.Y: Ensure coordinated Climate Commitment Act branding
[PROGRAM/PROJECT NAME] received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing [PROGRAM/PROJECT NAME].

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any PROGRAM/PROJECT website or webpage that includes logos from other funding partners.
- Any PROGRAM/PROJECT media or public information materials that include logos from other funding partners.
- On-site signage *[for consumer-related projects or programs this could instead say something like: Decal placed on front of installed heat pump OR logo printed on delivery tag]*

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

"The [PROGRAM/PROJECT] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

Appendix A: Official brand guide and toolkit

This brand guide and logo and font files are available online at climate.wa.gov/brandtoolkit.

To strengthen public awareness of how Climate Commitment Act (CCA) funding is put to work, state agencies and recipients of programs or projects funded by the CCA are directed to use a funding acknowledgement and/or logo.

The Climate Commitment Act logo is a symbol of the state's commitment to fighting climate change and pollution. The simple but powerful design conveys our progress towards a cleaner, zero emission future. The primary color palette is the three shades of green representing the Evergreen State's natural beauty and its commitment to environmental protection.

The funding acknowledgement provides standard language for websites, press releases, public outreach materials and other related promotional products.

The guidance below provides general information about funding acknowledgement language and logo usage. Funding recipients should refer to their contracts for information about if and when these requirements apply.

Funding acknowledgement

Administering agencies and all funding recipients, including sub-grantees and local agencies that receive CCA funding to supplement existing programs, must include recognition of CCA funding in alignment with this guidance.

The funding source acknowledgment should be used in project- or program-related publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language to be used is:

“The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

Logo usage

The logo should always be used in its entirety, with the wordmark and symbols together. The logo should not be altered in any way, including changing the colors, proportions or fonts.

The logo should be displayed on a white background. If a white background isn’t possible, use the primary logo with the border or one of the approved white logos. The primary color palette is the shades of green, but it can also be used in black and white and/or gray scale as required.

The logo can be used in a variety of applications, including websites, social media, print materials, and signage. When using the logo in digital applications or printing for signage, it is important to use a high-resolution version of the logo file.

Primary logo

Primary with border & white background

Social media icon: For social media sites where a round icon is necessary or useful.

Grayscale logo*:* ONLY use the grayscale logo for black and white printing, limited color printing, or low-resolution displays.

White logo

While the primary CCA logo is always preferred, circumstances may necessitate using an alternative white logo. To ensure optimal visual impact, use only the listed logos with the black background or one of the approved CCA green hues.

Non-allowable logo modifications - DO NOT:
Squeeze, stretch, or condense logo out of proportion or reduce size smaller than 100px:

Retype or change the font in the logotype:

Combine with other elements:

Outline the logo:

Place logo on low contrasted background:

These are just a few examples of non-allowable modifications. For more information, please contact the Office of the Governor.

COLORS & FONTS

PRIMARY GREEN | Color codes for copy/paste on next page.

HEX: #005151 CMYK: 92, 49, 60, 35 RGB: 0, 81, 81	HEX: #027B5F CMYK: 87, 29, 72, 14 RGB: 2, 123, 95	HEX: #07B14C CMYK: 80, 0, 100, 0 RGB: 7, 177, 76

GRAYSCALE

HEX: #000000 CMYK: 0, 0, 0, 100 RGB: 0, 0, 0	HEX: #585858 CMYK: 0, 0, 0, 65 RGB: 88, 88, 88	HEX: #A6A6A6 CMYK: 0, 0, 0, 35 RGB: 166, 166, 166

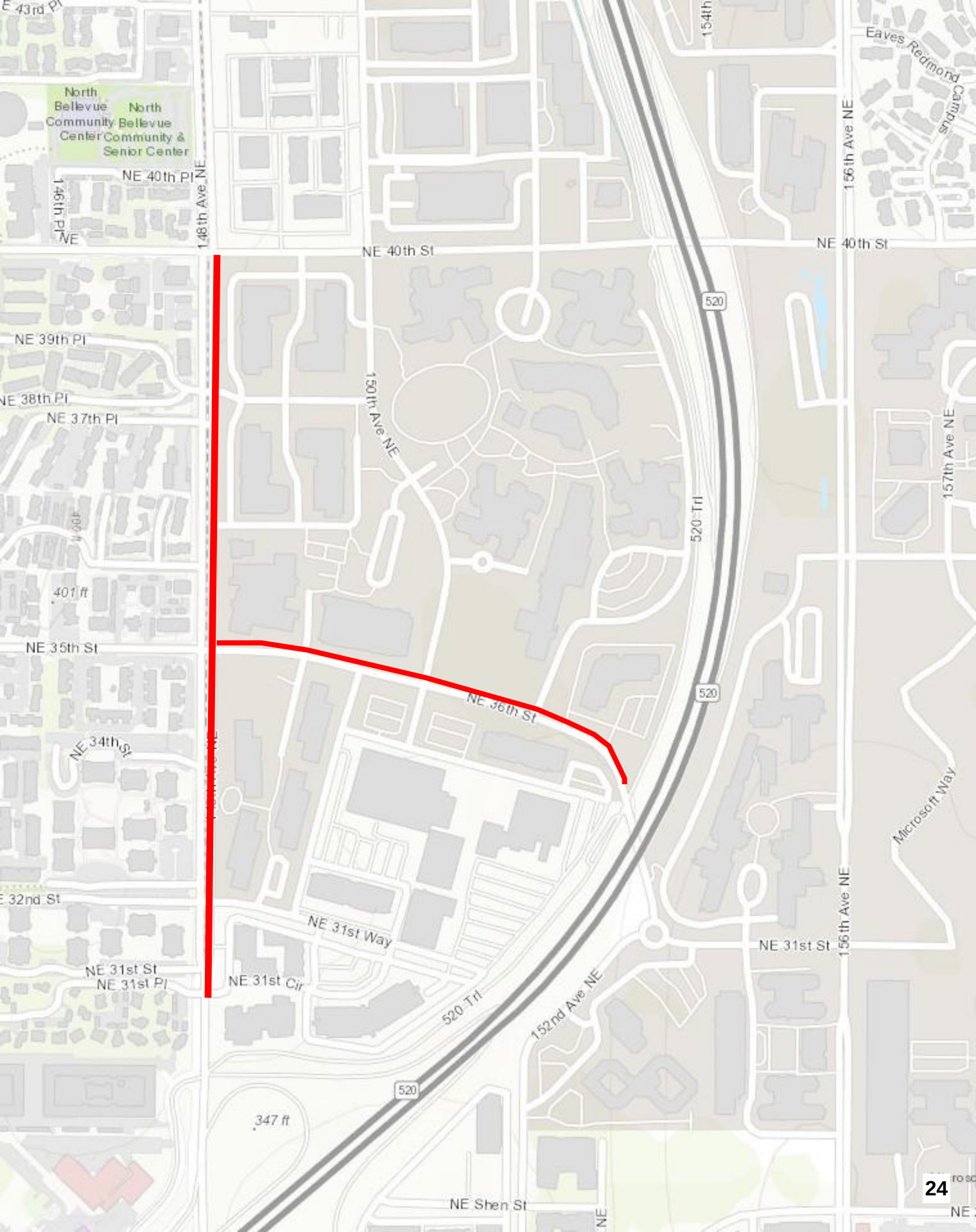
FONTS

TITLE FONT: OSALD REGULAR

FUNDED BY WASHINGTON'S

LOGO TYPE: POPPINS BOLD

CLIMATE COMMITMENT ACT


North Bellevue Community Center
North Bellevue Community & Senior Center
NE 40th Pl
146th Pl NE
148th Ave NE
NE 40th St
NE 39th Pl
NE 38th Pl
NE 37th Pl
150th Ave NE
520
520 Trl
154th Ave NE
Eaves Redmond Campus
156th Ave NE
157th Ave NE
401 ft
NE 35th St
NE 36th St
NE 34th St
Microsoft Way
NE 32nd St
NE 31st Way
NE 31st St
NE 31st Pl
NE 31st Cir
152nd Ave NE
347 ft
NE Shen St

Memorandum

Date: 2/3/2026
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-076
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager
Planning and Community Development	Domonique Meeks	Small Business Assistance Program Manager

TITLE:
Award a Business District Feasibility and Formation Contract to Uncommon Bridges in the amount of $130,000

OVERVIEW STATEMENT:
The 2024 Economic Development Strategic Plan included a focus area for district development. This study will explore the feasibility in forming and sustaining business district organizations in Redmond's centers.

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

REQUESTED ACTION:

☐ **Receive Information** ☒ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Redmond 2050 Comprehensive Plan
  EV-18 Foster the creation of business districts that help small businesses thrive and that are centers of local commerce, community, and culture.

  EV-19 Enhance local arts, culture, recreation, nightlife, and social amenities that promote Redmond as an attractive place to work and live.

  Redmond Economic Development Strategic Plan
  Strategy 6A. Foster the creation of district organizations that can convene, brand, program and promote

Redmond's unique business districts
Action 6A.1. Research models for successful business districts, including business improvement districts and provide recommendations on how to facilitate their successful creation and operation.
Action 6A.2. Consider facilitation of business improvement districts to increase effectiveness and funding for district branding and improvements.

- **Required:**
  Council approval is required for contracts over $50,000
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
Creation of sustainable business district organizations will provide partnership opportunities for the city to foster small business support, placemaking and shared program delivery.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  2024 Economic Development Plan Outreach provided direction for this study and extensive stakeholder outreach is part of this consultant scope
- **Outreach Methods and Results:**
  Questionnaire, focus groups and interviews
- **Feedback Summary:**
  Feedback is imbedded into the Comprehensive Plan Policies and Economic Development Strategic Plan

BUDGET IMPACT:

Total Cost:
$130,000

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

Budget Offer Number:
0000304 - Community & 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 and Port of Seattle Grant support

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/17/2026	Business Meeting	Approve

Time Constraints:
Implementation of recommendations from this study would be delayed and impact program delivery.

ANTICIPATED RESULT IF NOT APPROVED:
The City would continue to lack district level organizations to partner with on service delivery.

ATTACHMENTS:
Attachment A: Contract with Uncommon Bridges
Attachment B: RFP Response

[Insert Contract Type] Agreement
[Non-Public Work]

PROJECT TITLE Business District Feasibility and Formation Consultant	***EXHIBITS*** ***(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)*** Attachment A- Scope of Work
CONTRACTOR Uncommon Bridges, Inc	***CITY OF REDMOND PROJECT ADMINISTRATOR*** ***(Name, address, phone #)*** City of Redmond Philly Marsh, Economic Development Manager 425-556-2436
CONTRACTOR'S CONTACT INFORMATION ***(Name, address, phone #)*** 1932 1st Avenue, Suite 814 Seattle, Washington 98101	***BUDGET OR FUNDING SOURCE*** 100.80700.00410.55863.2556-100-88
CONTRACT COMPLETION DATE March 31, 2027	***MAXIMUM AMOUNT PAYABLE*** $130,000

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

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

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

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

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

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

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

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

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

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

5. Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

By: _____
Title: _____

CITY OF REDMOND:

_____
Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

_____
City Clerk, City of Redmond

APPROVED AS TO FORM:

_____
Office of the City Attorney

RFP 10885-25

Business District Feasibility and Formation

Scope of Work

The City's Economic Development division is responding to local interests by business owners and property owners to identify portions of the city as unique districts. In addition to Downtown, the 2050 Comprehensive Plan identifies and established boundaries for Marymoor Village as a creative, cultural district and Overlake as an intracultural district. It is unclear the level of awareness and interest both internally and externally for proceeding with formal district organizing. Therefore, the City of Redmond is seeking comprehensive support to convening, educated and engaging relevant internal and external stakeholders, analyzing levels of interest, and propose opportunities for district organizations.

Scope of Work

The objective of this project is to evaluate the feasibility of Business District formation in Redmond with a shared vision approach between various departments within the City of Redmond and external stakeholders. The scope of work has two phases with the second phase dependent on the outcomes of first phase

PHASE 1

Task 1: Project Management

- Kick off meeting
- Bi-weekly check-in meetings (virtual)
- Core team coordination meetings
- Leadership and Council briefings and presentations

Task 2: Research and Education

- Identify key internal city departments and programs to benefit from a business district
- Provide internal material and presentations on different structures and benefits of business districts
    - Range of programming from business districts
    - Examples and lessons learned from other cities
    - Mainstreet and Creative District formation process and benefit analysis
    - Technical and Legislative process for creation of a Business Improvement District (BID)
    - Internal city systems and programs needed to support a Business Improvement District (BID)
- 1x1 interviews with key internal departments and programs to understand concerns and opportunities with district types and locations
- Landscape analysis of existing Redmond organizations and potential for enhanced

business district programming

- ***Deliverable:*** Report on opportunities and challenges with business district formation in Redmond including a risk analysis and policy considerations. Recommendation on timeline and order of opportunity for district organization formation in different urban centers of Redmond.

Task 3: Stakeholder engagement and visioning

- Help city staff identify key external stakeholders to join conversation(s) in district organization development
- Organize and lead study trips to other business districts and BIDs
- Joint City and stakeholder visioning sessions on mission, programs and services of district organizations, structure and formation pathways of different district organization models.
- ***Deliverable:*** Report on interest, feasibility and timeline for district organization formation in the urban centers of Redmond.

Task 4: Preliminary Organization Mission and Budget Analysis

- Develop district organization(s) program budget assessment scenarios
- Develop district organization(s) revenue scenarios included a ratepayer analysis

- Analysis of existing Redmond organizations and feasibility for meeting need of a district managing organization
- Assessment on readiness for district organization and BIDs in Redmond centers
- ***Deliverable:*** Recommendations on readiness and district formation direction including district management (existing or new organization), and district organization revenue recommendations (membership, sponsorships, assessments)

If recommendations lead to Business Improvement District consideration and formation:

PHASE 2
Task 4: Organizational Development and District Formation

Organizational Development

- New organization creation and support Board recruitment and formation (If needed steering committee(s) formations)
    - Board and steering committee meeting facilitation
    - Organization incorporation with State of Washington
    - Bylaw development
    - Business plan development
    - Bridge funding strategy and implementation
    - Executive Director recruitment

    - Workplan and BID formation timeline

- Existing organization reorganization
    - Current organization assessment
    - Organizational Development Workplan including:
        - Technical assistance training for district management
        - Board evaluation and reorganization
        - Business plan development
        - Budget evaluation
            - Bridge funding strategy and implementation
        - Program development timelines
        - Staffing and capacity needs

Business Improvement District Formation

- Comprehensive ratepayer analysis
    - Assessment logistics and percentages
    - Boundary planning with assessor data
- Ratepayer engagement
- Political assessment and navigation
- Technical processes of petition
- BIA ordinance alignment
- Collecting signatures on ordinance

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

BID RESPONSE

Responding To:

Bid/Project Number: RFP 10885-25

Bid/Project Title: Business District Feasibility and Fromation

Closing Date: 12/8/2025 at 2:00pm PST

Submitted By:

Name of Company Submitting Response:
Uncommon Bridges

Printed Name of Person Submitting Response:
Noel Frame

Email:
noel@uncommonbridges.com

Signature of Person Submitting Response: Signed by: Noel Frame A392F9FC52A24D8...

Date:
12/8/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal

Attach all pages of your response here

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

December 8, 2025

Business District Feasibility Formation

Proposal for: City of Redmond

Dear Selection Committee Members,

Uncommon Bridges is a leader in urban place management. We specialize in supporting the creation, expansion, evaluation, and reauthorization of assessment districts. We are experts in building consensus and unlikely coalitions, communicating complex information, demonstrating leading ideas, and shaping organizations. We have a track record of leading difficult negotiations to consensus for assessment districts.

We are enthusiastic about supporting the City of Redmond in evaluating the feasibility and forming three new business districts that will strengthen business vitality, placemaking, and tourism. We are familiar with the City of Redmond from our work leading a study in 2023 on Racial Equity, Anti-Displacement Policies, and Middle Housing. We also participated in several regional trips with the mayor, sponsored by the Seattle Metropolitan Chamber of Commerce. We are currently analyzing the success of the Tourism Protection Area for Experience Redmond as part of a research report for the legislature on Washington Destination Marketing Organizations.

Our team has helped cities like Everett, Seattle, Tacoma, Olympia, and Portland to create, develop, and update their management plans to align with evolving needs, develop expanded and sustainable funding mechanisms, and negotiate the expansion of services. We have expertise in potential assessee engagement, iterative planning, data analytics, and legal and technical advice. Our services include consensus building around BID concepts, technical proposal development, direct ratepayer engagement, legislation, and public testimony.

Since 1985, our firm's founding partner, Brian Scott, has helped form, expand, or renew over 50 assessment districts across the country in 17 states. As Partner in Charge for this project, he will focus on leading the engagement of Redmond stakeholders to ensure successful BID adoption. Jacqueline Robinette will serve as Project Director, building on her years of experience facilitating strategic planning and BID formation.

It would be our pleasure to collaborate with the City of Redmond on this important project to realize the goals outlined in your Economic Development Strategic Plan and Tourism Strategic Plan to foster thriving cultural and economic business districts within your city. Please don't hesitate to contact me with any questions.

Best regards,

Noel Frame

Noel Frame
Managing Partner

Our Team Expertise

The Uncommon Bridges Team brings expertise in ratepayer engagement, iterative planning, data analytics, and legal and technical advice. We offer:

- Top-tier national expertise in BID formation, renewal, and expansion
- Deep knowledge and relationships of the region
- Outstanding data analytics, mapping, and visualization
- Hands-on experience of taking BIDs from ideas to mature organizations
- Direct, on-site, strategic engagement with City staff and stakeholders.

Proposer Information
Uncommon Bridges, Inc.
Legal Status: S-Corporation (inc. 2009)
State Of Incorporation: Washington
1932 1st Avenue, Suite 814
Seattle, Washington 98101
Uncommonbridges.com

Brian Scott, Founding Partner
Brian@uncommonbridges.com
1-949-230-9130

Noel Frame, Managing Partner,
Noel@uncommonbridges.com
360-241-6635

If appointed to lead this project, our firm will obtain a City of Redmond business license.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

EXECUTIVE SUMMARY & OVERALL APPROACH

Uncommon Bridges is a leader in business district revitalization, especially in forming, renewing, and expanding business improvement districts (BIDs). With more than 40 years of business district experience, Uncommon Bridges' founding partner, Brian Scott, helped write Oregon's enabling legislation for BIDs and led the effort to revise the state law twice to improve operations for local business districts. Since then, our firm has supported numerous communities nationwide in creating, managing, modifying, and renewing their BIDs. In addition, Uncommon Bridges has worked for City governments and BIDs in these efforts. Services include consensus building around BID concepts, technical proposal development, direct ratepayer engagement, legislation, and public testimony.

Project Understanding

The City of Redmond is seeking consulting support to explore feasibility in forming and sustaining business districts in Redmond's centers of Downtown, Overlake, and Marymoor. The City's Request for Proposals describes two project phases, with Phase 1 including Research and Education (mostly internal to the City), Stakeholder Engagement and Visioning in the business districts, and preliminary analyses of organizational missions and budgets. Phase 1 involves producing a report on the opportunities and challenges of business district formation, including risk analysis and policy considerations. Additionally, a report will be compiled on the interest, feasibility, and timeline for district organization formation, as well as recommendations on readiness for district formation in each of the three districts. Phase 2 is focused on organizational development and the formation of one or more Business Improvement Districts. The City envisions Phase 1 to occur from February to May 2026 and Phase 2 from May to December 2026. The budget limit for the project is $130,000, with $50,000 for Phase 1 and $80,000 for Phase 2.

Uncommon Bridges is uniquely qualified for this effort, with many dozen similar projects in the Puget Sound, across Washington, and throughout the country. We are deeply versed in Washington state law and have extensive local experience in the Puget Sound region, including in Redmond. We are also deeply committed to staying current on national best practices and innovative approaches, so that we can continuously improve our work and deliver the best value to the communities we serve. To that end, we are highly engaged in the International Downtown Association, where the personnel proposed for this project are both respected leaders and active learners of lessons from across the place management industry. Partner-in-Charge Brian Scott has been an active IDA member since 1985 and served on the board of directors twice (12 years total). Firm Partner Ishmael Nuñez is currently a member of the IDA board. Project Director Jacqueline Robinette is an IDA Education Committee member and a regular presenter at IDA conferences on fundraising, strategic planning, and district formation.

A Note on Timing

We are delighted to undertake this effort, and the City's budget is sufficient to complete one or more districts (possibly all three). We also think the February-May timeline for Phase 1 is reasonable for internal research and education, as well as engagement, visioning, and conceptual planning and budgeting in three districts. In our experience, however, the timeframe of May to December for district formation is very ambitious. This is not a limitation on consulting capacity to complete the technical requirements, but rather the time-consuming nature of stakeholder engagement, iterative planning, and building support for potential ratepayers to support the formation of the Business Improvement District as it moves through the City Council process. We typically recommend a year as the minimum timeframe, and that is when the district organizations are well-prepared and have solid local reputations. For example, the formation of the Ballard BIA took two years, the SODO BIA took one year, and the formation of the Tacoma Hilltop neighborhood BIA, which we are currently working on, has taken more than two years. It often takes as long as two years to build support when local districts require organizational development work. From our conversations with City of Redmond staff, it appears that the Downtown, Overlake, and Marymoor organizations may need this.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

The approach, methodology, timeline, and budget that follow are based on our extensive experience with exactly this kind of work locally and nationally, but we expect to negotiate the details with the City before work begins so that we can deliver exactly what the City needs in an appropriate timeframe.

Approach

We will begin with internal grounding on how city departments can benefit from business district organizing in Redmond. This means internal research and education through materials and presentations on different structures for business district organizations, with programming provided, lessons from other cities, connections to the Washington (and national) Main Street Program, creative districts, and other similar efforts, technical and legislative processes, as well as needed city systems to support business districts. We have both a long history and current work exactly like this in Seattle, Tacoma, Everett, Portland, Eugene, and other cities.

In our experience with specific districts, successful assessment district formation requires iterative planning between project leaders and ratepayers to flesh out scenarios and vet them with ratepayers and thought leaders for input. We then respond with revisions and refinement, and further vetting until a plan emerges that has strong ratepayer and City support.

The overarching questions in BIDs are: What do you intend to do? Where do you intend to do it? How much will it cost? And, how will the work be accomplished? This involves defining a scope of services and programs that align with property owner priorities and the needs of stakeholders to create a District Management Plan that balances the needs of ratepayer, the City, and the community, while ensuring reasonable funding. It is also important to differentiate proposed services from those that are (or should be) provided by the City, which often includes a formal agreement between the City and the place management entity that will be funded by the assessment. This agreement outlines who is responsible for which services, at what level, and what remedies are available if services fall short.

The objective is to detail a set of services that will provide sufficient benefits, at a reasonable cost, so that ratepayers are willing to support the proposal. Once a draft proposal has been sufficiently vetted with ratepayers to determine adequate support, it is time to circulate a petition for ratepayer signatures, initiate a petition drive, and go through the City Council approval process.

Elements of Uncommon Bridges proven approach to business improvement district formation:

Key Property and Business Owner Engagement: Early engagement and one-on-one interviews with key property and business owners are critical for BID formation. This engagement presents an opportunity to identify influential property and business owners, understand must-haves and deal breakers, and recognize the critical issues for those with a large stake in the business district. This process helps us to consider feasible options, build trust, and design BID recommendations that can be successfully marketed and implemented.

Technical Analysis: Determining the specifics of a BID structure is both technical and political. It requires analysis of county assessor data, projecting likely growth, and navigating the political nuances of various assessment options. Much of our work is at the junction of technical analysis and human facilitation among stakeholders to ensure the support of the proposed district.

Iterative Planning: Business Improvement Districts are funding mechanisms that allow property owners and tenants in a specifically-defined area to pool their resources to support services for their mutual benefit. Getting them passed requires agreement among prospective ratepayers about what services they are willing to fund at what level. Uncommon Bridges specializes in an iterative process aimed at building consensus.

Legislative Process: Washington State has a specific process by which city councils consider and authorize district formation. Most cities in Washington require a demonstration of ratepayer support (usually a petition signed by a majority of ratepayers), as well as specific ordinance language about boundaries, assessment mechanisms, services, budgets, and

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

governance, as well as a formal process of City Council review and public testimony. Uncommon Bridges has prepared each of these elements in line with the Revised Codes of Washington (Chapter 35.87A) and local requirements.

Our Consensus-Driven Approach

- **Substantive Facilitation:** Uncommon Bridges is known for dynamic and substantive facilitation that guides the group toward a working consensus that everyone can accept. We develop real-time graphic displays, allowing everyone to know that they have been heard and helping the group build a common understanding of the current consensus and the next steps.
- **Individual Engagement:** In between meetings, we engage individual stakeholders in a safe environment for private discussion to identify individual must-haves and deal breakers, test tolerances for actions, and design upcoming group sessions. We encourage stakeholders to candidly express their thoughts and ask questions to build trust and ensure that group discussions address the most important issues.
- **Working Consensus:** We believe in outcome-driven consensus. This means that everyone has an opportunity to contribute, and a result emerges that everyone can accept. Tangible outcomes at every meeting keep people interested and engaged during the process and help participants build a sense of ownership over the final product. This, in turn, ensures that communication about outcomes begins immediately and continues into collaborative action.

Stakeholders from Capitol Hill discuss new business districts at a convening with the Office of Economic Development in the City of Seattle.

QUALIFICATIONS

		Assess & Prioritize					Engage					Plan			Approve			
		Steering Committee	Needs Assessment	Compliance & Best Practices	Organizational Capacity	Strategic Planning	Outreach Strategy & Messagi	Survey	Key Ratepayer Outreach	Major University Adjacent	Public Meeting(s)	Ratepayer Work Group	Property Data Analysis	Assessment Methodology	Petitioning Support	Public Hearing	Council Process	Approved
Assessment District Formation	Ballard BIA (Seattle)	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	◆
	SODO BIA (Seattle)	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	◆
	Seattle Waterfront LID						◆		◆		◆	◆	◆	◆		◆	◆	◆
	Downtown Rochester BID (New York)						◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
	Tacoma Hilltop BIA (Washington)	◆	◆		◆		◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	
	Vancouver Tower Mall BID (WA)						◆		◆									◆
	Downtown Indy Inc. (Indiana)	◆	◆	◆	◆	◆	◆		◆			◆		◆			◆	◆
	Seattle Manufacturing & Maritime Improvement Area	◆	◆	◆	◆	◆	◆		◆									
	Telegraph BID (Berkeley, CA)	◆	◆	◆	◆	◆	◆		◆		◆	◆	◆	◆	◆	◆	◆	
Assessment District Renew / Expand	Pioneer Square BIA (Seattle)	◆	◆	◆	◆		◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	◆
	Broadway BIA (Seattle)		◆	◆	◆		◆	◆	◆		◆	◆	◆	◆				◆
	Chinatown-International District BIA (Seattle)	◆	◆	◆	◆				◆		◆	◆	◆	◆				
	Downtown Everett BIA (WA)						◆		◆		◆	◆	◆	◆	◆	◆	◆	◆
	Eugene Downtown Services (Oregon)		◆	◆	◆		◆		◆	◆								
	U District Partnership (Seattle)	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
	Oakland (Pittsburgh)	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆				◆
	Downtown Seattle/MID	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	◆
	Iowa City Downtown District (Iowa)	◆	◆	◆	◆	◆				◆				◆				
	Coeur d'Alene (Idaho)	◆	◆		◆	◆	◆		◆			◆	◆	◆				
City Program	City of Seattle BIA Assistance Program		◆	◆	◆	◆	◆		◆		◆	◆	◆	◆				
	Portland Enhanced Services District Recommendations (Oregon)		◆	◆	◆					◆								
	Spokane BID Evaluation (Washington)		◆	◆	◆				◆		◆		◆	◆				

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

MORE THAN CLEANING STREETS: THE COMPREHENSIVE IMPACT OF DOWNTOWN SEATTLE'S MID

CASE STUDY: METROPOLITAN IMPROVEMENT DISTRICT RENEWAL

In 1999 the Downtown community came together under the leadership of the Downtown Seattle Association (DSA) to form the Metropolitan Improvement District (MID). With support and funding from commercial and residential property owners within the MID boundaries, DSA provides an array of services to ensure a clean, safe and welcoming downtown for all. The downtown MID ratepayers and community members came together again in 2013 to request the City to renew the MID and it was renewed again in 2023.

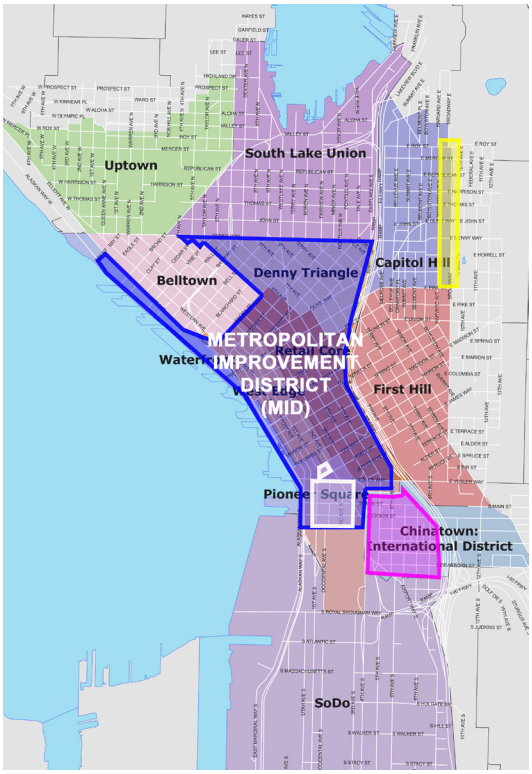
As required by the City MID ordinance, a diverse advisory board of 35 property owners recommends an annual budget, program manager, and work plan, and provides ongoing input and oversight of MID programs. In addition to making sure downtown is clean, safe and a great place to live, work, and do business, the MID offers stability and employment, healthcare, and housing support to justice-involved individuals and those experiencing homelessness.

The MID is Washington's largest Business Improvement Area. Uncommon Bridges was the lead process, technical, and outreach consultant for renewal and expansion in both 2013 and 2023.

Challenge: The proposed expansion of the MID boundaries in 2013 (eventually a 30% increase in area and budget) was met by skepticism from bidders, especially condominium associations, who did not want to pay for services.

Approach: We led direct outreach to residential condominium associations throughout the district, especially in Belltown. In the end, the MID Renewal and Expansion garnered the support of ratepayers representing 62% of the assessment and received unanimous approval by the Seattle City Council.

Renewal: In 2023, recovery from the COVID pandemic and crises in homelessness, drug use, mental health, retail theft, and vandalism were at the top of everyone's minds. Skepticism about the MID's value from ten years earlier was replaced with enthusiastic support for renewal, a modest expansion in footprint, and a moderate expansion in budget. Petitioning went fast, with many long-time detractors signing on in support of the renewal.



62%
ratepayer support

Unanimous
support from City Council

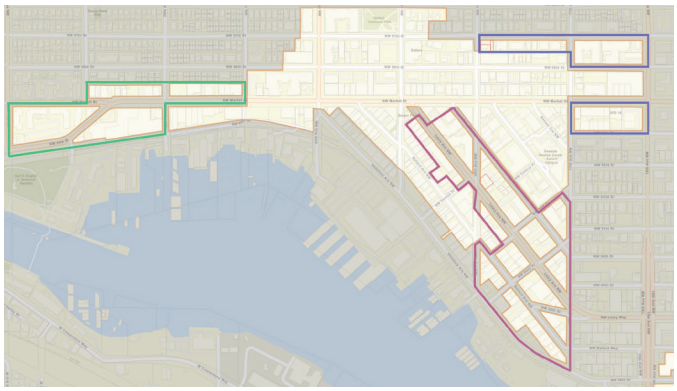
Location: Seattle, Washington	**Est:** 1999
Staff: 51 FTE	**Term:** 10 Years
Assessment: $18.06 million	**Total Budget:** $19.3 million
Service Area: 1.17 sq miles, 285 sq blocks in 6 neighborhoods	

MID Business Plan:
MID 2023 - 2033 Business Plan

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

UNLOCKING BALLARD'S POTENTIAL: BIA RENEWAL AND EXPANSION

CASE STUDY: BALLARD BUSINESS IMPROVEMENT AREA RENEWAL & EXPANSION



For nearly a century, the Ballard Chamber of Commerce served as a cornerstone of the Ballard community, fostering business growth and civic engagement. In 2017, the Chamber transformed into the Ballard Alliance, a non-profit organization administering the projects and programs of the Ballard Improvement Area. Driven by a vision to better serve the evolving needs of Ballard's businesses, residents, and property owners, the BIA was formed to provide a broader range of services and support to the neighborhood.

In 2024, the BIA was re-authorized with a modest expansion of its geographic boundary. Ballard's deep maritime roots and Nordic influences, with the backdrop of historical buildings and time-honored events, are embedded in the unique culture of Ballard today. The Ballard Alliance, through the work done on behalf of the BIA, plays a crucial role in preserving and promoting this unique culture, supporting local businesses, and fostering community initiatives that ensure Ballard remains a thriving, diverse, and economically vital Seattle neighborhood for residents, business owners, property owners, and visitors alike.

The Ballard BIA engaged the support and services of Uncommon Bridges to navigate the authorization of a new BIA ordinance through City Council.

Challenges: As residential assessments make up more than 40% of the Ballard district budget, the relationship with residential owners and tenants posed a particular challenge. Ballard has a popular nightlife scene, and balancing the interests of bars, restaurants, and retail was a challenge, as retail could not afford the same rents as restaurants.

Approach: After completing an organizational strategic plan in 2022, the Ballard Alliance was poised to renew its BIA to fund projects and initiatives for the Ballard business district. We spent significant time in rooms with developers, operators of apartment buildings, and resident advocates to get them to a place where they were not fighting the plan and assuring them that it would not price them out of the neighborhoods. We facilitated a series of key stakeholder meetings to reach consensus on the key elements of the updated BIA business plan. We also worked closely with staff and board leadership to support the Alliance through the BIA petitioning and Council process.

25%
boundary expansion

12 year
renewal cycle

$1.1M
nearly doubled assessment

Location: Seattle, Washington
Est: 2017
Staff: 6 FTE
Service Area: 0.17 sq miles

Term: 12 years
Assessment: $1.097 million
Total Budget: $2.192 million

For more information online:
Ballard Alliance Strategic Plan
BIA Renewal & Business Plan

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

FORGING A STRONG PARTNERSHIP BETWEEN A WORLD-CLASS UNIVERSITY AND ITS FRONT PORCH

CASE STUDY: U DISTRICT STRATEGIC PLAN, BIA REINVENTION + RENEWAL

Uncommon Bridges was the primary facilitator, process lead, technical and outreach consultant for the reinvention and expansion of the U District BIA adjacent to the University of Washington main campus.

Passage of the BIA culminated a 3-year effort to re-imagine and vitalize the U District's leadership to be more balanced among businesses, property owners, residents, the University, social service agencies, and faith communities. We served as facilitator and project manager for a process that led the U District Chamber of Commerce to reconfigure itself into the U District Partnership, with a multi-disciplinary public-private board of directors.

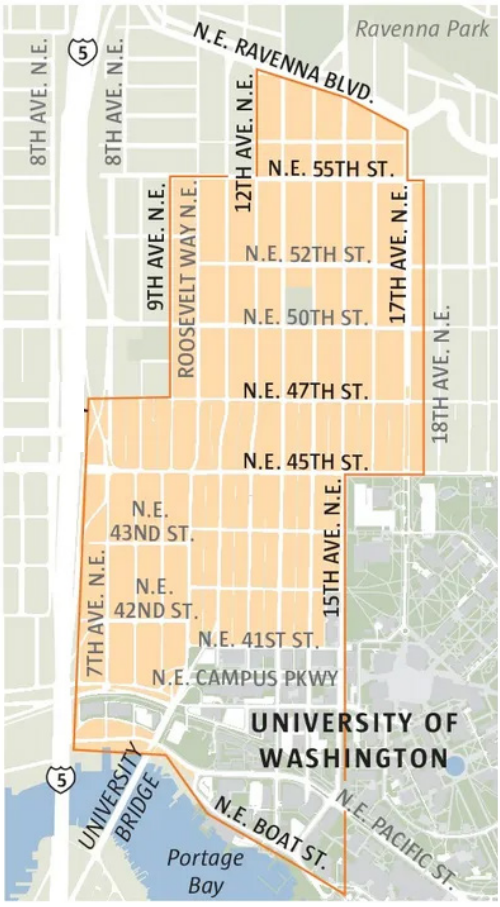
Challenge: Overcoming a long-standing antagonism between the business district and the university that gives it its name, economic foundation, and reason for being. Helping the University of Washington overcome significant barriers to growth, allowing for new housing, new classrooms, and a more desirable neighborhood for faculty and student recruitment.

BIA Reinvention: When Uncommon Bridges engaged with the U District in 2012, the University District Chamber of Commerce was in tough shape. It's budget, programs, partnerships, and community reputation were in tatters.

Approach: This effort required a fine-grained, parcel-by-parcel analysis of who owns what and of individual motivations for the district. Using in-depth research, strategic communications, active facilitation, careful listening, and catalytic leadership, we helped the U District community craft a work plan and funding strategies tailored to local needs and ensured passage through the Seattle City Council in 2015.

Results: Over a 3-year process of engagement, partnership building, strategic planning, and district formation, we helped reinvent the organization as a thriving community-university partnership with a multi-million dollar budget, robust programming, and enviable national reputation.

Renewal: We helped the U District Partnership renew and expand the BIA in 202, achieving a $2 million annual budget and a 12-year term.



65%
ratepayer support

Unanimous
support from City Council

BIA Business Plan online:
U District Partnership

Location: Seattle, Washington	**Established:** 1996
Term: 12 Years	**Rinvented:** 2015
Service Area: 75 sq blocks	**Renewed:** 2020
Staff: 9 FTE	**Assessment:** $2 million
	Total Budget: $2.3 million

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

ORGANIZING A VOICE FOR A PORT-ADJACENT DISTRICT IN TRANSITION

CASE STUDY: SODO BUSINESS IMPROVEMENT DISTRICT & ORGANIZATIONAL DEVELOPEMT

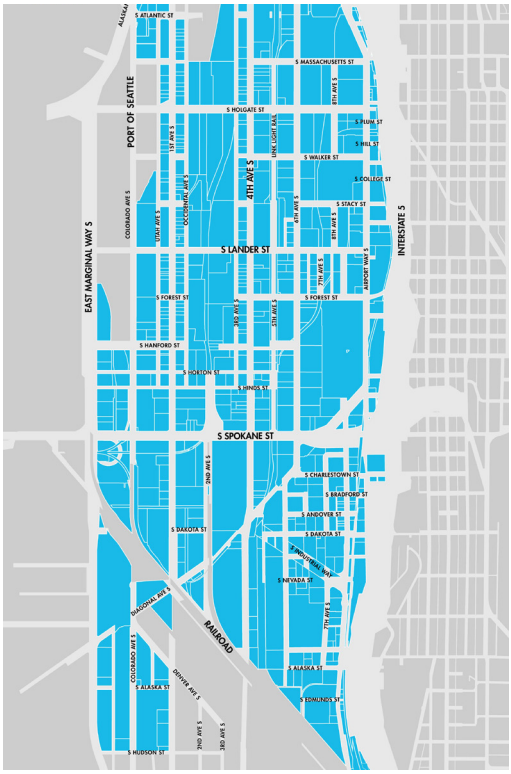
The SODO BIA represents a vibrant mixed industrial and commercial neighborhood south of downtown Seattle that includes the Port of Seattle and two major stadiums (Major League Baseball; National Football League; Major League Soccer).

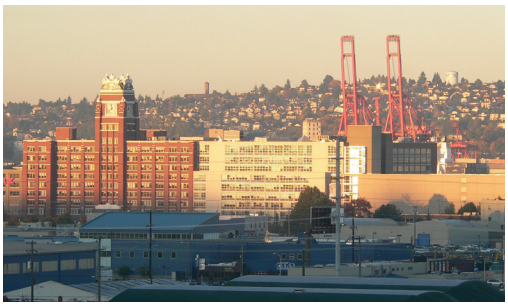
Challenge: With almost no residential population, SODO long struggled to have an effective voice with elected officials, as it also contended with the myriad issues faced by urban districts everywhere. Compounding these challenges, their lack of voice made SODO an easy place to locate unpopular land uses with noise, smells, and challenging clientele.

In 2011, the once-vital SODO Business Association was fractured. With the neighborhood in transition from its historic manufacturing and industrial base toward office and service commercial, and logistics uses, property and business interests were also changing. Despite conversions of many properties (personified by COSTCO's first retail store and the world headquarters for Starbucks locating in a former Sears & Roebuck warehouse), many clung to the image of SODO in its traditional role. The Port of Seattle also worried about increasing traffic impeding freight movement to its shipping facilities.

Approach: The City of Seattle Office of Economic Development asked Uncommon Bridges (then BDS Planning & Urban Design) to assess the existing business association and help area property and business owners confront current realities and organize a sustainable response. Uncommon Bridges helped conceive and create the SODO Business Improvement District and then supported a renewal and expansion, facilitated a strategic plan for the newly formed BIA leadership organization, and subsequently conducted a racial equity in urban place management training for the board and staff.

Formation, Renewal, Expansion: Uncommon Bridges led formation of the SODO BIA in 2013, gaining City Council approval for long-term sustainable funding for place management. We provided technical and strategic guidance to the SODO BIA for reauthorization and expansion of their district in 2018, doubling their geography and budget. Uncommon Bridges is currently facilitating a strategic plan update, as well as providing technical and strategic guidance for reauthorization that is due at City Council in 2028.





Advocacy
for a district in transition

Doubled
service area & budget

Location: Seattle, Washington

Est: 2013; expanded/renewed 2018

Service Area: 950 acres

Number of staff: 7 FTE

Assessment Term: 10 Years

Assessment Total: $1.6 million

Total Budget: $1.9 million

Link to Plan: SODO Strategic Plan

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

METHODOLOGY

Task 1: Project Management

- ***1.1 Time, Task & Budget Management***
  We are committed to bringing the project in on time and on budget with high client satisfaction. Daily time sheets, financial record keeping, and regular client communication make this both possible and simple.
- ***1.2 Bi-weekly Project Planning Check-ins***
  We believe close communication with the client keeps everyone up to speed, avoid misunderstandings, and ensure efficient product delivery. Accordingly, we recommend regular calls between Uncommon Bridges and City project managers to review progress, schedules, outstanding tasks, and related issues. Bi-weekly calls are probably appropriate for this effort.
- ***1.3 Core Team Coordination Meetings***
  The Uncommon Bridges team will support the City's project manager in meetings with other city staff as needed. We budgeted this at 2-3 hours per month through 2026.
- ***1.4 Leadership & Council Briefings***
  The Uncommon Bridges team will provide briefings and presentations to City Council and other City leaders as requested. We have budgeted this at an average of 1-2 hours per month through 2026.

Phase 1: Research, Education, & Feasibility Analysis

Task 2 – Research & Education — approximately 1 month

- ***2.1 Internal Research***
  Uncommon Bridges will work with the City's project manager to identify city departments and programs that might benefit from stronger business district organizations.
- ***2.2 Internal Education (materials & presentations)***
  Uncommon Bridges will prepare materials for and make presentations to city staff on the many different benefits, structures, programs, services, budgets, and funding mechanism of assessment districts for place management.
- ***2.3 Local Organizational Landscape Analysis***
  Uncommon Bridges will work with city staff to assess the array of existing organizations in Redmond that might serve as place management organizations for the Downtown, Overlake, and Marymoor districts.
- ***2.4 Deliverable: Report & Recommendations***
  Following the analysis above, Uncommon Bridges will prepare a succinct report on opportunities and challenges with business district formation in Redmond, including risk analysis and policy considerations, as well as recommendations on timeline and order of opportunity for forming new or further developing existing organizations in Redmond's urban centers.

Task 3 – Stakeholder Engagement & Visioning — approximately 1 month

- ***3.1 Stakeholder Identification***
  Uncommon Bridges will help city staff identify key external stakeholder to join conversations about further organizing business districts.
- ***3.2 Study Trips***
  Uncommon Bridges will organize and lead study trips to other business districts and BIDs in the Puget Sound region. We have extensive relationships with these organizations and a thorough understanding of their programs, structures, and funding, as well as their strengths and weaknesses. Likely candidates may include Everett, Edmonds, Tacoma, and Bellevue, as well as Ballard, SODO, and Pioneer Square in Seattle, among others.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- ***3.3 Visioning Sessions***
  Uncommon Bridges will facilitate joint City and stakeholder visioning sessions with each business district to consider various options for each urban center, including structures, pathways to formation, services and funding.
- ***3.4 Deliverable: Report on Interest & Feasibility***
  Uncommon Bridges will prepare a report on interest, feasibility and timeline for district organization formation in Redmond's urban centers.

Task 4 – Preliminary Organizational Missions & Budgets — approximately 1 month

- ***4.1 Budget & Revenue Scenarios***
  Based on the Visioning Sessions above, Uncommon Bridges will develop one or more budget and revenue scenarios for each of the three urban centers. We will us GIS mapping and analysis to evaluate property characteristics and ownership and explore assessment scenarios, as well as other options.
- ***4.2 Organizational Analysis***
  Based on the Visioning Sessions above, Uncommon Bridges will evaluate the readiness of the existing organizations in each urban center to take on assessment district formation. Analysis will include the existing organizational structure, participation, current programs, reputation, and stability over time.
- ***4.3 Readiness Assessment***
  Uncommon Bridges will summarize the above analyses into a readiness assessment of each urban center.
- ***4.4 Deliverable: Recommendations on Readiness***
  Based on all the above, Uncommon Bridges will provide the City of Redmond with professional recommendations on the readiness of each urban center for organizational development, management, funding, assessment district formation, and sustainability.

Phase 2: Organizational Development & District Formation

Assuming the City of Redmond decides to proceed with Phase 2, Uncommon Bridges is ready to provide consulting support as follows.

Task 5 – Organizational Development & District Formation — 8 months or longer

- **5.1 New Organizational Development**
  Where appropriate as determined in Phase 1, Uncommon Bridges will work with the City and local stakeholders to form a new place management organization, including facilitation of a steering committee (and eventually a board of directors), incorporation with the State of Washington, application for tax status with the Internal Revenue Service, bylaws development, business plan, initial funding strategy, staff recruitment, and a workplan and timeline for BID formation.
- **5.2 Existing Organization Reorganization**
  Where appropriate as determined in Phase 1, Uncommon Bridges will work with the City and local stakeholders to reorganize and strengthen existing organization(s), including technical assistance, training, board development, budgeting, bridge funding, program development, and and a workplan and timeline for BID formation.
- **5.3 Business Improvement District Formation**
  Once the urban center place management organizations are ready, Uncommon Bridges will work with them on forming a Business Improvement District to provide long-term stable funding. This will include comprehensive ratepayer analysis (again using GIS), assessment mechanism, boundary, ratepayer engagement, political navigation, program planning, and staffing needs, as well as navigation of the petitioning and City Council processes.

Note: As noted earlier, in our experience, formation of a Business Improvement District often takes 1-2 years or longer. We understand that the City's current timeline is for ten months, including both phases. We are prepared to proceed on that timeline, but want to be clear that it is likely to take a bit longer to get the districts organized, gain ratepayer consensus and support, and navigate the petitioning and City Council processes.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

PROJECT SCHEDULE

Background & Grounding

To get up to speed on the realities, issues, and opportunities in Redmond, we will review existing documents provided by the City and investigate the dynamics of property and businesses in districts for consideration. Property analysis may be through examining data the City already has, and is likely also to include accessing the King County Assessor's property records. Business analysis may also be through City records but could also include direct field analysis. Cost Breakdown:

- Initial meeting and tour of the district(s) with City staff. (2x2 = 4 hours)
- Data review and analysis. (2+2-8 = 4-10 hours)
- Follow-up meeting with City staff to review findings (2x2 = 4 hours)
- **12-18 hours total** (depends on state of existing data)

Internal Engagement: City Staff & Management

To prepare the City of Redmond for considering Business Improvement Areas as a local economic development tool, Uncommon Bridges will brief City staff on BIA basics and facilitate discussions of issues, opportunities, and potential policy requirements. Cost Breakdown:

- BIA 101 presentation for City staff. (2x2 = 4 hours)
- 1-on-1 follow-up discussions with key staff and management (4-8 hours)
- Facilitation and technical support as needed (6-20 hours)
- **12-32 hours total** (depends on number of 1x1 and group discussions)

External Engagement: Business & Property Owners

We will work with City staff to identify a small group (5-10) of significant and influential stakeholders (especially potential ratepayers) educate and ascertain levels of interest in district formation. This should be a group of who knows their district well, have a major stake, and are respected by their peers. Ideally, this initial group will be individuals who are generally cooperative with community improvement efforts and inclined to cooperate with the City.

If (and only if) the BID effort proceeds, this group would meet several times to guide the process, consider options, craft a final proposal, and elicit support for that proposal among their peers. But this initial time estimate, we assume they will meet twice as a group before and after individual conversations with Uncommon Bridges. Cost Breakdown:

- BIA 101 presentation for with key stakeholders. (2x2 = 4 hours)
- 1-on-1 follow-up discussions with key stakeholders (4-8 hours)
- Follow-up meeting with key stakeholders to determine next steps (2x2 = 4 hours)
- **8-16 hours total** (depends on number of key stakeholders)

Organizational Development

Organizational assessment and development for place management organizations is a core service for Uncommon Bridges. We have helped form, reorganize, grow, and/or reinvent scores of organizations to enable them to be effective district managers. This always includes an assessment of the organization's strengths, weaknesses, opportunities, and threats as we begin, and often includes ongoing facilitation, coaching, and/or direct management support.

For Redmond, this would include initial meetings with one or more possible district management organizations (such as an historical society, chamber of commerce, or business association), and potentially on-going support through BID formation and management. Cost Breakdown:

- Initial organizational assessment. (6 hours)

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- Organizational development work plan development. (4 hours)
- On-going assistance. (4-8 hours/month or more)
- **10 hours + 4-8 hours/month** (depends on level of needed support)

Project Coordination & Management

We believe in hands-on project management in close communication with the client. Regular phone calls, in-person meetings, and e-mail communication keep everyone up to speed, avoid misunderstandings, and ensure efficient product delivery. We are committed to bringing projects in on time and on budget with high client satisfaction. Daily time sheets, financial record keeping, and regular client communication will make this possible.

For effective project management, we recommend regular calls between Uncommon Bridges and Redmond's project manager to review progress, schedules, outstanding tasks, and related issues. Bi-weekly calls are probably appropriate for this effort. Cost Breakdown:

- Project Management. (1-2 hours / month)
- On-going Coordination & client check-ins. (2-3 hours / month)
- **3-5 hours/month** (depending on the pace and complexity of the work)

PROJECT TEAM

Our dedicated project team is ready to offer our deep bench of experience, expertise, and in-person support for your business district feasibility and formation. All of them will be available for the duration of your project.

Jacqueline Robinette (she/her) will serve as **Project Director**. Jacqueline is the Organizational Development Lead at Uncommon Bridges. She has led the facilitation of strategic plans for downtowns and assessment districts nationwide and specializes in guiding clients through complex challenges, building consensus, and developing clear, actionable plans. She is an expert in helping clients She holds a Master's in Public Administration from the University of Washington.

Selected Relevant Projects:

- Telegraph BID 2025 Work Plan, 5-Year Strategic Plan, & BID Renewal Berkeley, CA
- NORCOM 911 – Strategic Plan, Bellevue, WA
- Tampa Downtown Partnership Strategic Plan
- Downtown Partnership of Baltimore Strategic Plan
- Seattle Office of Economic Development – BIA District Formation & BIA Policy & Tools Support
- Downtown Seattle Association, MID Update & State of the Arts & Culture Sector Facilitation
- Downtown Indy Inc. Strategic Plan
- DowntownDC BID Strategic Plan
- Downtown Ausitn Alliance Strategic Plan
- Iowa City Downtown District Strategic Plan & BID Renewal
- Chicago Loop Alliance Strategic Plan
- National Landing BID Organizational Development, Arlington, VA

Brian Douglas Scott (he/him) will serve as **Partner-in-Charge**. Brian's 40+ year career has been all about building consensus toward vibrant and livable downtowns. Since founding the firm in 2009, Brian has led scores of strategic planning efforts for place management nonprofits in a dozen states and throughout the Pacific Northwest. Brian specializes in projects that call for his facilitation skills, political instincts, and focus on implementation. He's twice served on the International Downtown Association board of directors and holds a Ph.D. in Urban Studies from Portland State University.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Selected Relevant Projects:

- Telegraph BID Work Plan, 5-Year Strategic Plan, & BID Renewal, Berkeley, CA
- NORCOM 911 – Strategic Plan, Bellevue, WA
- Downtown Seattle Association Strategic Plans & BIA Renewal
- Ballard Alliance Strategic Plan, Implementation, BIA Formation & Renewal
- Iowa City Downtown District Strategic Plan & BID Renewal
- Seattle BIA Renewals & Expansions for Capitol Hill, West Seattle, Chinatown / International District
- DowntownDC BID Strategic Plan
- Downtown Rochester Strategic Plan & BID Formation, Rochester, NY
- Downtown Everett (WA) BIA Renewals & Expansions
- City of Tacoma (WA) Business Improvement Areas Formation
- U District Strategic Plan, BID Formation & Renewal (Seattle)
- Oakland BID Renewal & Strategic Plan, Pittsburgh, PA

Andrés Mantilla (he/him) is a Partner at Uncommon Bridges and will serve as **Strategic Advisor.** He oversees the firm's Policy and Program Development portfolio. He has 20 years of experience in facilitation, policy development, data analysis, and engaging diverse stakeholders and communities, including four years as the Director of the City of Seattle's Department of Neighborhoods, leading community engagement and planning initiatives for the City. He was recently named Director of the Transition Team for Mayor-Elect Katie Wilson. Andrés holds a Bachelor's Degree from University of California-Santa Barbara.

Selected Relevant Projects:

- Seattle Office of Economic Development BIA District Formation, Policy Support & Tool Development
- City of Tacoma Business Improvement Areas Formation
- Enhanced Service Districts, City of Portland
- Seattle Metropolitan Chamber of Commerce Membership Vision Survey
- City of Eugene – Downtown Services Strategic Plan
- Puget Sound Energy, Priority Framework
- Sound Industrial Association - Organizational Development and Foundational Documents
- Waterloo Greenway Strategic Plan
- Downtown Emergency Service Center Strategic Plan

Skylar Benson (she/her) will serve as **Project Manager** for this project. Skylar brings five years of experience supporting inclusive community building, program development, event planning, consensus facilitation, and strategic planning. She supports our firm across our business district portfolio with clients like the Seattle Office of Economic Development, the City of Portland, and the City of Tacoma. She holds a Bachelor's Degree in biology from Boise State University.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

BUDGET

Uncommon Bridge proposes to deliver a deliverable to client based on the approach provided for $130,000. We expect to negotiate details and contract terms to meet client's needs. Our blended Rate across our experts is: $210/hour.

PHASE / TIMELINE	ACTIVITIES	HOURS / FEE
Project Management, Planning & Leadership Communication		
Task 1: Project Management	• 1.1 Time, Task & Budget Management • 1.2 Bi-weekly Project Planning Check-ins • 1.3 Core Team Coordination Meetings • 1.4 Leadership & Council Briefings	89 $21,000
PHASE 1: Research, Education, & Feasibility Analysis		
Task 2: Research & Education	• 2.1 Internal Research • 2.2 Internal Education (materials & presentations) • 2.3 Local Organizational Landscape Analysis • 2.4 Deliverable: Report & Recommendations	46 $10,000
Task 3: Stakeholder Engagement & Visioning	• 3.1 Stakeholder Identification • 3.2 Study Trips • 3.3 Visioning Sessions • 3.4 Deliverable: Report on Interest & Feasibility	62 $13,000
Task 4: Preliminary Organization Mission & Budget Analysis	• 4.1 Budget & Revenue Scenarios • 4.2 Organizational Analysis • 4.3 Readiness Assessment • 4.4 Deliverable: Recommendations on Readiness	72 $13,000
PHASE 2: Organizational Development & District Formation		
Task 5: Organizational Development & District Formation	• 5.1 New Organizational Development • 5.2 Existing Organization Reorganization • 5.3 Business Improvement District Formation	326 $67,000
Direct Expenses	• Expense, expense	$6,000
	TOTAL PROPOSED FEE	**$130,000**

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

CLIENT REFERENCES

Theresa Barreras
Business Districts Manager
City of Seattle, Office of Economic Development
(206) 684-8090,
theresa.barreras@seattle.gov

RE: New BIA Exploration

Dan Eernissee
Economic Development Director
City of Everett
deernissee@everettwa.gov
Phone: 425-257-8681

RE: Everett BIA Renewal

Karl Lisle
External Partnerships & Programs Manager
City of Portland, Office of Management and Finance
(503) 823-5876,
karl.lisle@portlandoregon.gov

RE: Portland Enhanced Service Districts

Mike Stewart
Executive Director, Ballard Alliance
206.784.9705,
mike@ballardalliance.com

RE: Ballard Alliance Vision, Strategic Plan & BIA Renewal

Debbie Bingham
Economic Development Specialist
City of Tacoma
debbie.bingham@cityoftacoma.org
Phone: 253.591.5117

RE: City of Tacoma Business Improvement Area Formation Services

Erin Goodman
Executive Director SODO BIA
206.294.3285
erin@sodoseattle.org

RE: BIA Implementation & Reauthorization

Downtown Seattle: Metropolitan Improvement District Renewal

"Uncommon Bridges managed stakeholder relationships very professionally and productively. We worked closely with them on the Seattle MID renewal (with several hundred property owners) and on the Pioneer Square BIA (with several hundred businesses). They did an outstanding job on both projects, facilitating discussions on challenging topics and leading a process where all parties had the opportunity for input."

- Ryan Smith, Martin Smith Inc

DowntownDC BID

"The team at Uncommon Bridges possesses valuable place management industry knowledge from across the country on business, placemaking, race, and equity. Hiring their firm affords you a national lens on your local challenges and adds a new dimension of expertise to your efforts."

- Rachel Hartman, Chief Strategy Officer, DowntownDC BID

King County Executive Transition Committee

"I'm so impressed with the way this event went today. From the moment I walked in, I felt the room was full of joy, energy, and opportunity. And because the event was so organized, the energy was able to flow into something productive."

- Girmay Zahilay, King County Executive Elect, reflecting on Executive Transition Committee meeting that our team facilitated with 100 local leaders

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

APPENDIX

List of Contracts

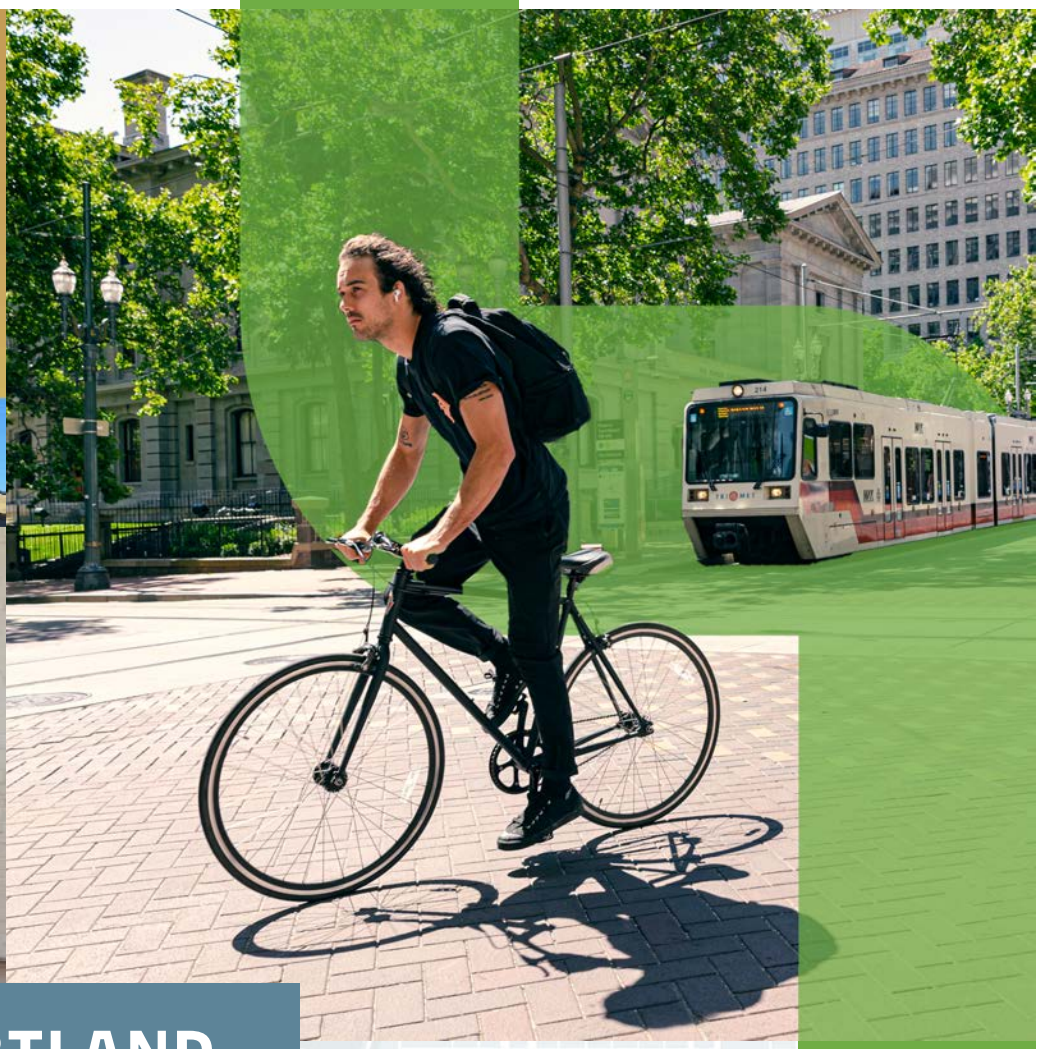
WORK SAMPLES

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- Alliance For Pioneer Square; Seattle, WA
- Ballard Alliance; Seattle, WA
- BHC Consultants, LLC; Seattle, WA
- City of Boise, ID
- City of Burien, WA
- Community Attributes Inc.; Seattle, WA
- Clackamas County, OR
- Downtown Everett Association; Everett, WA
- Downtown Long Beach Alliance; Long Beach, CA
- Downtown Partnership of Baltimore; Baltimore, MD
- Downtown Pasco Development Authority; Pasco, WA
- Downtown Seattle Association; Seattle, WA
- Downtown Spokane Partnership; Spokane, WA
- ECONorthwest; Portland, OR
- City of Everett, WA
- Georgetown BID; Washington, DC
- Greater Redmond Transportation Association; Redmond, WA
- City of Issaquah, WA
- King County, WA
- King County - Public Health; Seattle, WA
- King County E-911 Program Office; Kent, WA
- King County Sheriff's Office; Seattle, WA
- Local Initiatives Support Corporation; Seattle, WA
- City of Longview, WA
- City of Lynnwood, WA
- City of McMinnville, OR
- Mid-Willamette Valley Community Action Agency; Salem, OR
- Millionaire Club Charity; Seattle, WA
- National Development Council; Seattle, WA
- Oakland BID; Pittsburgh, PA
- City of Olympia, WA
- Pierce County, WA
- Polk County 911 Service Board; Des Moines, IA
- Port of Seattle; Seattle, WA
- City of Portland, OR
- Puget Sound Partnership; Seattle, WA
- City of Pullman, WA
- City of Salem, OR
- City of SeaTac, WA
- Seattle Foundation; Seattle, WA
- City of Seattle, WA, Department of Neighborhoods
- City of Seattle, WA, Office of Economic Development
- Seattle Public Utilities; Seattle, WA
- SODO Business Improvement Area; Seattle, WA
- Spokane Housing Authority; Spokane, WA
- Spokane Regional Clean Air Agency; Spokane, WA
- Spokane Regional Emergency Communications (SREC); Spokane, WA
- Sound Industrial Alliance; Seattle, WA
- City of Tacoma, WA
- Tacoma Housing Authority; Tacoma, WA
- U District Partnership; Seattle, WA
- United Indians of All Tribes Foundation; Seattle, WA
- University of Chicago Urban Labs' Health Labs; Chicago, IL
- Valley Communications Center; Kent, WA
- City of Vancouver, WA
- Washington State Department of Commerce; Olympia, WA
- Washington Trust for Historic Preservation; Seattle, WA
- Washington Cities Insurance Authority; Tukwila, WA
- Welch-Comer Engineers; Coeur d'Alene, ID
- City of West Des Moines, IA
- WorkForce Central; Tacoma, WA

Note: *Uncommon Bridges was doing business as BDS Planning Design until April 2024*

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990



CITY OF PORTLAND

Enhanced Services District (ESD) HANDBOOK

2024

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Introduction 1

Portland & Place Management 2

Place Management Best Practices 4

Purpose of this Document 6

Definitions 8

Current Enhanced Service District Programs 10

Central Eastside Together 12

Downtown Clean & Safe 14

Lloyd ESD 16

ESD Formation 18

Forming or Expanding an ESD 19

Outreach & Engagements, Transparency 20

Equity, Boundaries 21

Property Mangement License Fees 22

City Roles, Fees & Support, Dissolution, Renewal/Expansion 23

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

© D 47116
LEONARD DELA
BRUBAKER AE

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Introduction

The City of Portland Enhanced Services Districts (ESDs) are funding mechanisms that assess fees on property management in specified districts to help pay for business and community revitalization activities. Nationally, place management districts exist as funding vehicles for crucial placemaking and economic development organizations that provide services for the mutual benefit of district stakeholders. Place management districts go by many different names, including Business Improvement Districts (BIDs), Business Improvement Areas (BIAs), Economic Improvement Districts (EIDs), Community Benefit Districts (CBDs), Public Improvement Districts (PIDs), and so forth; in Portland, they are known as Enhanced Services Districts or ESDs.

There are many reasons to create a place management district. Most commonly, the districts are conceived, designed, and managed locally by those who are paying the assessments for their mutual benefit, with everyone in the district required to pay a share of the cost that is commensurate to individual benefit. These districts reflect that successful community and economic development is supported by local stakeholders collaborating toward shared goals and priorities.

National experience shows that place management districts like Portland's ESDs add value to urban environments, providing a wide variety of services: including leadership, public space management, planning and design, economy development, and policy and advocacy.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

“The industry consists of 4000+ place management organizations globally with 2,500 in North America employing 100,000 people and paying $3 billion in wages. On average, each organization provides $1.2 million in services in their districts to help businesses thrive and to make the district a great place for workers, residents, and visitors.”

- International Downtown Association (downtown.org)

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

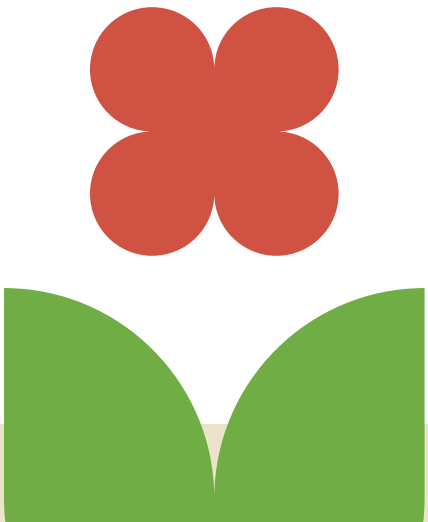
Portland & Place Management

Portland's Enhanced Services District program began in the late 1980s and matured in the 1990s, which was a time when Portland enjoyed a national reputation as a model for downtown revitalization, vitality, and livability. Similarly, Portland's first ESD was widely respected as a leading place management program.

The ESD now known as Downtown Clean & Safe began in 1988 as an "Economic Improvement District" that was created by the Association for Portland Progress following state legislation (ORS 223.112). Along with the Grand Central Partnership in New York City, the downtown Portland Economic Improvement District was one of the first large (more than $1 million annually) place management districts in the nation. The place management industry has grown substantially since then, with thousands of similar districts operating in every state and around the world.

Downtown Portland's initial district was modified in 1991 and again in 1994 in response to new statewide property tax limitations (Ballot Measure 5). The 1994 ordinance created the current structure of Enhanced Services Districts as fees on property management rather than assessments on property. Three such districts operate in Portland today.

In the early 2000s, the Association for Portland Progress merged with the Portland Metropolitan Chamber of Commerce to form the Portland Business Alliance. Today, the Portland Business Alliance is an affiliation of three highly synergistic corporate entities - including the Portland Metro Chamber, Downtown Clean & Safe District, and the Charitable Institute - that share a collection mission, vision and values.



Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Place Management Best Practices

Since the place management industry emerged in the 1970s and 1980s, the International Downtown Association (IDA) has become its primary professional organization in the United States, Canada, and around the world.

IDA offers extensive professional networking, conferences, industry best practices, leadership and technical training, as well as professional certification. To define national best practices, it is worth noting that IDA's professional certification (Leadership in Place Management or LPM) relies on a 7-part curriculum, including Leadership; Organizational Management; Economic Development; Planning, Design, & Infrastructure; Policy & Advocacy; Public Space Management & Operations; Marketing, Communications, & Events.

As such, the best place management organizations excel in each of these areas, which can be characterized as follows:

Learn more about at IDA at downtown.org

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Leadership

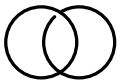
Successful place management organizations have high functioning executive leadership and staff, as well as an involved board of directors that represents private, nonprofit, and public interests in and around the district. The best place management organizations are both strong partners and independent counterpoints to local and regional governments. Place management organizations enhance, rather than replace public services and leadership; they also provide a consistent voice.

Economic Development

Effective place management organizations are fervent proponents with steadfast focus on the success of their district. Successful organizations are active partners to local governments and other economic development organizations (like chambers of commerce, tourism promoters, and regional economic development councils).

Policy & Advocacy

Place management organizations act as conveners. They facilitate information sharing as well as consensus building around advocacy efforts surrounding issues that matter to their ratepayers and community stakeholders. Successful organizations have a robust awareness of city process, policy, and programs, lending a powerful voice for district needs.



Organizational Management

Successful place management organizations reflect the best of their private, public, and nonprofit constituencies. Their leadership and funding structure is transparent, diverse, representative, and sustainable. Internal and external polices are clear, inclusive, and ethical.

Planning, Design, & Infrastructure

Planning, design, and infrastructure, of course, are primarily government responsibilities, but place management organizations are excellent champions for their places and adept partners with local government. Many place management organizations help create community consensus and support for planning, design, and infrastructure improvements, and some augment government planning processes and programs.

Public Space Management & Operations

Place management organizations may be best known for public space management and operations. Many have assessment districts that pay for cleaning, hospitality, maintenance, and security services.

Marketing, Communications, & Events

Place management organizations are also well known for marketing, communications, and events. Many of them manage substantial promotional programs, advertising campaigns, and community events of various scales.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Purpose of this Document

This ESD Handbook is meant to provide guidelines for establishinag, renewing, expanding, or dissociating an ESD. It also provides a framework for best practices for district management and operations for ESDs, while providing the history, a snapshot of services, benefits, and funding sources for current districts.

ESDs are governed by Chapter 6.06 District Property Management License of the Portland City Code and Charter. The first ESD, Downtown Clean and Safe, was established 1988. Portland currently has three ESDs: Downtown Clean and Safe, the Lloyd ESD (formed in 2001), and Central Eastside Together (formed in 2019).

ESDs are managed locally. Each district establishes a fee for property management based on an agreed upon district-wide formula. These fees are collected and used to fund locally determined services such as sidewalk cleaning, activation, business attraction, tourism, marketing, graffiti removal, and so forth for the benefit of the district. At the time of approval, the City of Portland enters into a contract with an ESD outlining fee type, ratepayers and establishes levels of base services the City will continue to provide to the ESD. This partnership is managed by the City's Enhanced Services District Coordinator (ESD Coordinator) who serves as a liaison between the City and ESDs and oversees all contracts. The ESD Coordinator is also tasked with supporting communities to establish, renew, expand, or dissociate ESDs throughout the city.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

To establish an ESD, interested districts must:

- Establish a voluntary Board of Directors composed of potential ratepayers that oversee and guide the proposed ESD and its District Management Association (DMA)
- Work with the ESD Coordinator and the City's Revenue Division (Revenue), to establish a workplan and budget to meet the needs of the ratepayers
- Hire a third-party non-profit [501(c)3 or 501(c)6] DMA to fulfill the work plan
- Along with the ESD Coordinator, Department of Revenue staff, and ESD Board of Directors present the proposed ESD and the proposed contract between the ESD and the City, to City Council for approval

Once approved, the ratepayers pay license fees directly to Revenue, who then release payment to the ESD's District Management Association for the work performed on behalf of the ESD's ratepayers.

ESDs are required to report their work to the City Council annually, regularly engage with their board and ratepayers, and be transparent in how fees collected are being allocated for services.

Relevant case law includes:

Roseburg School District v. Roseburg 316 OR 374 (1993)

Affirmed that fees for services are not taxes if they are not a direct consequence of owning property.

City of Portland v. Atwood 13 OTR 136 (1994)

Affirmed the property license fee was not a tax as defined by the Oregon Constitution Article XI.

Knapp v. City of Jacksonville 342 OR 268 (2007)

Re-affirmed that fees for services are not taxes if they are not a direct consequence of owning property.

Old City Lofts v. City of Portland 20 OTR 58 (2009)

Re-affirmed property license fee is not a tax and affirmed fee can be applied to condominium property managers.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Definitions

Boundary: A boundary defines the geographic benefit zone for the Enhanced Service District that will pay an assessment to receive enhanced services. All ratepayers within the boundary are required to pay their assessment and entitled to enhanced services.

District Management Association (DMA): The organization that administers the operations of the ESD. The DMA is recommended by the ESD Board of Directors to the City (i.e., Downtown Clean & Safe, Inc. and the Portland Metro Chamber; Lloyd ESD and Go Lloyd; Central Eastside Together and Central Eastside Industrial Council). The ESD Board of Directors approves an annual budget for use of ESD generated funds in alignment with the ESD ordinance. The DMA administers the funds in accordance with the approved budget through direct expenditures and/or contracts with service providers. The DMA's administration must comply with all applicable provisions of law, with all county and City resolutions and ordinances, and with all regulations lawfully imposed by the state auditor or other state agencies. City Code uses the term "Qualified Contractor" to refer to DMAs and states that they are 'non-profit corporations or other non-profit entities established by property owners or licensees in the District for the purpose of providing services that benefit the District'. (City Code 6.06.020 – www.portland.gov/code/6/06/020)

District Ratepayer / Advisory Board: The City requires applicants to create an ESD Board to oversee operations of the funds, approve an annual budget for use of ESD generated revenues, and recommend a District Management Association. In its primary function, a ratepayer board oversees budget and performance as managed by an operating entity. The City's role is to administer assessment collections, financial accountability, and operating standards within the scope of the purposes stated in City Code Chapter 6.06.

Engaged Property Manager / Ratepayer: Those individuals, organizations or entities that are assessed, i.e. those that receive an assessment bill from the City and are within the district boundary. Individuals, organizations or entities that receive an increase in their lease rates or other contractual agreement with ratepayers because of the establishment of an ESD are not, for purposes of City policies, considered ratepayers, but can be considered beneficiaries.

Enhanced Services District (ESD): These districts provide funds for enhanced services beyond City basic services. The ESD program is governed by City Code Chapter 6.06 and established by the City Council with support from district property managers and stakeholders. Fees (also known as assessments) are collected by the City and distributed to a nonprofit District Management Association created to specifically contract services within the district. The City oversees programs provided by the enhanced districts to ensure they align with with approved contracts, as well as City goals and standards.

ESD Coordinator: The partnership between the City and ESD District Management Association is managed by the City's Enhanced Services District Coordinator (ESD Coordinator) who serves as a liaison between the City and ESDs and oversees all contracts. The ESD Coordinator is also tasked with supporting communities to establish, renew, expand, or dissociate ESDs throughout the city.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

ESD Notification and Petition Validation Process: Processes in which the ESD, and then the City notifies potential ratepayers of the ESD proposal and validates any official opposition by prospective ratepayers who do not favor the ESD proposal. The City expects the ESD (proposed or existing) to conduct prospective ratepayer outreach via mailings, public meetings, and one-on-one meetings with the goal of building broad support for the proposed action. Only after this has been done, and a formal letter has been received from the district board (proposed or existing), will the City send a letter/postcard to all potential ratepayers to notify them that the ESD proposal has been submitted to the City. The City will validate all official opposition from prospective ratepayers by verifying their parcel number and water bill account number. The City will then assign a value associated with each opposing prospective ratepayer based on what their annual assessment would be. If total opposition by ratepayers who would be responsible for more than 33% of revenues in the new district or expansion area formally object, the proposal will not move forward.

Exempt Property: Mass shelters and religious properties are typically exempt from ESD assessments. (City Code 6.06.020 – www.portland.gov/code/6/06/020)

Property Management License Fee (Assessment): Any person engaged in property management activities within an ESD will pay a license fee for such activities covering each license year, or if registration is made after the beginning of a license year, then for the balance of the license year. The license fees prescribed are for the privilege of engaging in the activity of property management in an ESD and the revenues collected will be used to provide, through a qualified contractor (DMA), cleaning, security, crime prevention, business development, transportation, public policy, housing, and marketing and communications services, or any such services that benefit properties in the ESD. Essentially, this assessment is a fee that each ratepayer pays to support the programs funded by the ESD. The sum of all the individual assessments that ratepayers pay comprise the total yearly assessment of the ESD, and underwrite most, if not all, annual operating expenses. The total yearly assessment is unique to each ESD in Portland. (City Code 6.06.010 – www.portland.gov/code/6/06/010)

Ratepayer Classification: Ratepayers that are grouped into categories either for purposes of applying a unique assessment rate or formula or for distinguishing a unique type or level of benefit. See examples online at www.portland.gov/venues/enhanced-services-districts

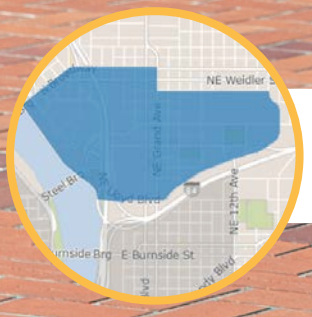
Stakeholder: Individuals, organizations or entities that are located in, or have a direct interest in the boundaries of the district. Stakeholders can be ratepayers or non-ratepayers. They may include, but not be limited to, property owners, businesses, residents, government agencies, nonprofit agencies, service providers, and other institutions. For example, a district might have manufacturing businesses, retail and service businesses, a private school, nonprofit service providers, condo associations, residential property owners, commercial property owners, etc.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Current Enhanced Service District Programs

Central Eastside Together

Downtown Clean & Safe



Lloyd ESD

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Central Eastside Together

The Central Eastside Industrial Council is a business association focused solely on the Central Eastside Industrial District's economic success, vitality, and livability. Central Eastside is hyper-local and intentionally focused on member businesses that make the District an incredible place to live, work, play, and stay. Central Eastside Together was formed in 2019 and has an annual assessment of $1.2-1.5 million.

Letter From the Executive Director

Thanks to the unwavering advocacy efforts of the Central Eastside Industrial Council and our district's passionate business and community leaders, the Central Eastside Together (CET) Enhanced Service District was unanimously supported and approved by the City Council in 2019. Since its inception, CET has emerged as a leader in addressing our community's most pressing needs through responsive and impactful programs.

The Central Eastside Together Enhanced Service District provides a unique opportunity for businesses to equitably and collectively maintain, improve, and promote our district. From vibrant district banners and signage to enhanced lighting, public art commissions, meticulous sidewalk cleaning, and improved safety through environmental design, CET actively supports economic development and neighborhood beautification. These efforts encourage livability, vitality, and a strong sense of community. CET staff and board members serve as ground-level advocates, community conveners, and dedicated program service providers for our neighborhoods.

Through Central Eastside Together, we embrace our collective responsibility to steward public investment for maximum community impact. This commitment furthers our mission to create a safer district, enhance the pedestrian experience, reinforce economic viability, and promote the Central Eastside—restoring vibrancy for all those who live, work, and play here.

CET's accomplishments and initiatives underscore the power of community-driven efforts, where our ESD has piloted new programs and services, partnered with the City to create vibrant districts for all, and continues to develop a framework for ESDs as a sustainable solution for community development and economic prosperity where local control and decision-making are at the center.

Together, we are building a brighter future for the Central Eastside. Thank you for your continued support and dedication to making our district a thriving, dynamic community.

Carolyne Holcomb
Executive Director, Central Eastside Together

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Central Eastside Together Programs Include:

- Cleaning
- Graffiti removal
- Ambassadors
- Mural preservation & development
- District enhancement

Revenues

Total Revenues	**$1,244,252**

Expenses

Private Security - Securitas	$430,773
Cleaning - Central City Concern + Ground Score	$241,000
District Enhancement	$50,000
ESD Fees (Overhead, IT, ESD Coordinator)	$102,900
Operations & Admin	$81, 785
Staff	$174,471
Total Expenses	**$1,180,929**

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Downtown Clean & Safe

The Downtown Portland Clean & Safe District provides enhanced services to the people, places and businesses within a core 213-block area of our central city. The district is one of the oldest, largest and most successful enhanced service districts in the nation. Downtown Clean & Safe was initially formed in 1988, most recently renewed in 2021, and has an annual assessment of $5-8 million.

Letter From the Executive Director

The oldest of the City of Portland's three Enhanced Service Districts, or ESD's, Downtown Portland Clean & Safe serves all who work, live and play in our 213-block service district in the heart of downtown Portland. Formed in 1988, we have worked to continually improve our programs and services to the ever-evolving business and community in our downtown core. An avid member and participating in the International Downtown Association, Clean & Safe is one of thousands of ESD's, or business improvement districts working diligently to provide clean, vibrant and thriving downtown and business areas.

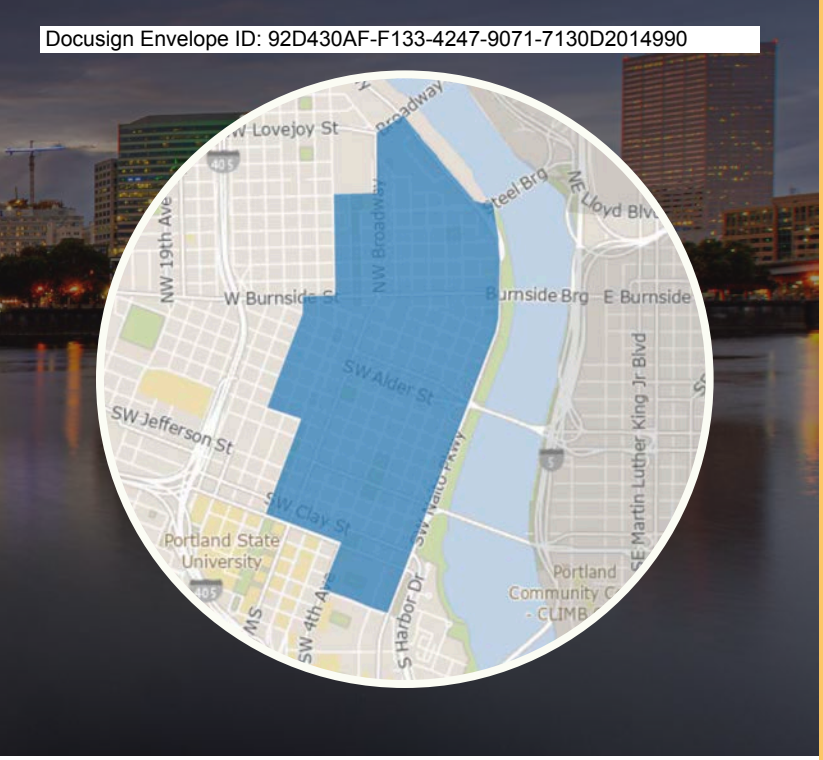
Our core service programs include providing public safety and janitorial services 24 hours a day, seven days a week. Complementing this is our street outreach program who work to provide basic and more complex social services and case management for some of our most vulnerable Portlanders. We take great pride in maintaining decades long partnerships with local and national vendors to provide a highly trained and supported group of state certified security officers and cleaners who work in often challenging situations and conditions.

Our janitorial program provides immediate and gainful employment opportunities for individuals recently released from incarceration and/or starting their journey of substance abuse recovery. These partnerships and opportunities are a shining example of lifting up individuals and organizations so everyone has an opportunity to thrive.

While clean and safe is core to our name and mission, we also offer and support a wide host of downtown retail programming and place making opportunities. Our retail and programs team provides programs such as annual "pop-up" shops allowing existing small businesses the opportunity to be in a brick-and-mortar location, a robust holiday lighting and event program illuminating over 700 trees and dozens of lighting installations, and yearly family friendly programming and events at local parks such as Director Park. Our downtown programs are dedicated to retail and business retention and recruitment.

Key to our success is the private-public partnership with the City of Portland. While Clean & Safe is funded through annually assessed fees paid by property owners located in our district, we maintain a formal, ten-year ESD contract with the City. This provides oversight, reporting metrics, and accountability for the fulfillment of the ESD's scope of work and also the City's responsibility to provide basic and essential City services related to public safety and livability.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990



Downtown Clean & Safe Programs Include:

- Cleaning
- Ambassadors
- Community Health Outreach
- Crow abatement
- Business support development
- Holiday lighting

We have seen and continue to explore new and updated projects and programming with the City of Portland and other government agencies to ensure our downtown Portland community is open, safe and accessible to all Portlanders and visitors.

We look forward to seeing you in downtown Portland!

Mark Wells
Executive Director,
Downtown Portland Clean & Safe

Revenues

Contract Income – Clean and Safe District Fees	$6,214,758
Lighting District Fees	$769,440
Contribution Income	$130,000
Interest Income $	- $20,394
Total Revenue	$7,114,198

Expenses

Total Personnel Expenses	$ 1,242,133
Program (Direct) Expenses	
Holiday Lights $ 320,000	$130,000
Interest Income $	- $20,394
Total Revenue	$7,114,198
Cleaning / Maintenance	$ 1,860,287
Crow Abatement	$ 55,000
Private Security Contract	$ 2,144,529
Public Security (PPB	$ 584,000
Technology	$ 97,000
Mall (PMMI)	$0
Marketing/Retail	$ 22,500
Downtown Retail Advocate	$ 110,000
Ambassadors	$ 157,050
CHOW	$ 75,000
Total Program (Direct) Expenses	$ 5,425,366
Operating Expenses	$ 436,284
City Processing Fee	$ 159,690
ITS Cost Sharing Fee	$ 55,904
ESD Coordinator Expense	$ 64,446
Total Operating Expenses	$ 716,324
Total Expenses	**$ 7,383,823**

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Lloyd ESD

The Lloyd Enhanced Services District (ESD) was established in 2001 to encourage growth and ensure the continued health and development of, and pride in, the Lloyd neighborhood by making it a better place to live, work, and visit. In 2023, the ESD was successfully renewed with an annual assessment of $0.6-0.7 million, which includes a transportation program led by Go Lloyd and the Lloyd EcoDistrict. This program collaborates with neighborhood stakeholders to promote prosperity, environmental quality, and social welfare.

Letter from the Executive Director

Enhanced Services Districts (ESDs) are coalitions of property owners and managers united by their vision of a prosperous neighborhood business district. These ESDs pool their collective resources to maintain, improve, and promote economic development in their communities through a City-authorized, equitable revenue generation model. Funds are reinvested in the neighborhood by offering services beyond those provided by the City. These may vary by district, but typically focus on cleaning, safety, livability, advocacy, and events.

ESDs act as a collective voice for their communities, advocating for the programs, projects, and initiatives that the neighborhood values. ESDs provide an opportunity to localize decision-making regarding specific improvements and services in affected neighborhoods. They are managed by a board of directors, made up of ratepayers (property owners/managers, residents, and employers), whose goal is to promote and enhance their district.

We are so appreciative of ESDs and the value they bring to their ratepayers. The ESD in the Lloyd neighborhood has more recently prioritized

cleaning services but has long valued less traditional programs like transportation access for employees and residents provided through a transportation management association (Go Lloyd), and a program that promotes sustainable and resilient business practices along with community-building events (Lloyd EcoDistrict).

Equipped with a stable funding source, ESDs can invest in community priorities that benefit ratepayers in the district. ESDs enable neighborhoods to secure additional necessary services to reinforce what the City provides. Though each ESD is an independent organization with a localized decision-making process, we regularly collaborate with each other on common issues all of our neighborhoods face. Additionally,

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Lloyd ESD Programs Include:

- Go Lloyd Transportation Mgmt.
- Lloyd EcoDistrict
- Trash Collection
- Neighborhood/Community Association
- Holladay Street Landscaping
- Neighborhood Advocacy & Promotion

we partner with the City to find innovative ways to make each of our communities extraordinary and welcoming to all.

Portland currently has three ESDs that offer services, manage their districts, and provide a voice for their communities. This handbook is a snapshot of those ESDs, including their

Owen Ronchelli
Executive Director, Lloyd ESD

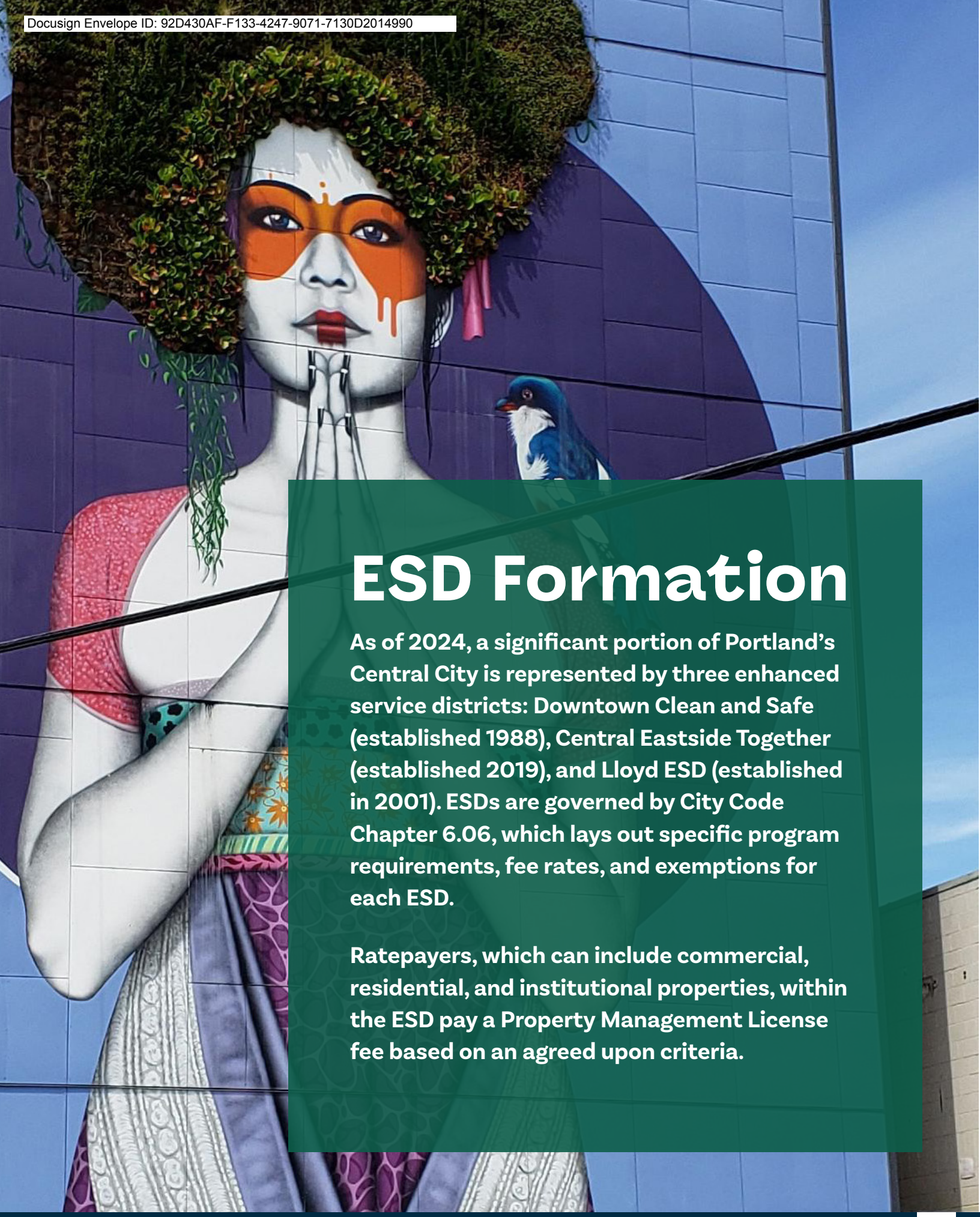
Revenues

Existing Revenue Collected (current rates)	$540,966
Estimated Assessment Increase: rates adjusted for inflation; caps increase	$128,034
Total Projected Revenue (via Dept. of Revenue)	**$669,000**

Expenses

Programs	
Trash for Peace	$0
Go Lloyd	$207,030
Lloyd EcoDistrict	$160,000
Lloyd Community Association*	$20,000
Holladay landscape islands	$16,995
Special projects	$25,750
Existing/New Org Operations Consulting	$7,725
Organizational Expenses	$6,798
ESD AdministrativeSsupport	$14,336
Executive Director (part-time)	$80,000
Marketing & Communications staff person	$0
Potential New Programs Cleaning & Ambassadors: (2) bike cleaners, (1) graffiti abatemen	$181,245
Right 2 Dream Too Rest Area Operations (50%)	$15,000
Grafitti Removal Reimbursement Grants to business owners	$20,000
Total Expenses	**$734,879**

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990



ESD Formation

As of 2024, a significant portion of Portland's Central City is represented by three enhanced service districts: Downtown Clean and Safe (established 1988), Central Eastside Together (established 2019), and Lloyd ESD (established in 2001). ESDs are governed by City Code Chapter 6.06, which lays out specific program requirements, fee rates, and exemptions for each ESD.

Ratepayers, which can include commercial, residential, and institutional properties, within the ESD pay a Property Management License fee based on an agreed upon criteria.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Forming or Expanding an ESD

Business districts interested in forming an ESD must begin with a group of interested ratepayers within a proposed boundary. Working collaboratively, and through significant outreach and engagement with impacted stakeholders, prospective ESDs must determine a suitable formula to determine a fee for the management of qualified properties. Once approved, this fee applies district-wide.

The group proposing a new or modified ESD shall complete an ESD Checklist and submit the required application materials to the ESD Coordinator for formal review. Proponents shall complete the following steps when preparing to present a ESD proposal to the City Council:

Classification of Ratepayers

- Boundaries
- Formula and Fee Methodology
- Services and Programs
- Budget
- ESD Workplan
- Organizational Structure & Management
- District Management Association
- Outreach and Ratepayer Support

The City Council will consider formation of an ESD only after significant potential ratepayer outreach and engagement is completed. For the City to approve a formation or renewal of an ESD, proponents must demonstrate to the City that there is not active disapproval for the proposed action that represents more than 33% of the total assessed value from the proposed ESD.

Typically, the City Council approves ESDs for ten-year life cycles that are governed by five-year contracts, which are also approved by City Council. These contracts are overseen by the ESD Coordinator and outline the district property management license structure, the projected annual operating budget, and roles and responsibilities. City Council must approve these contracts every five years. At the end of the ESD's lifecycle, the ESD is required to go through a "sunset review," followed by a "renewal," process if that ESD wishes to be extended for another ten-year life cycle.

Motivations to Forming an ESD

ESDs provide district-wide and district-specific enhanced services that are beyond the basic services the City of Portland provides. Assessment dollars that are collected from the district must be spent within the boundary, and budget use is determined by the ratepayers and approved by the City. This is unique to place management district funding and unlike taxes collected and used via the city.

Establishing a Ratepayer Board

Each ESD shall form a ratepayer board to adopt bylaws, approve budgets and provide policy and programming direction to staff and the DMA. Boards are also responsible for approving annual reports, approving documents required by the City, and providing guidance to the DMA to ensure the ratepayer services are delivered. Boards should be made up of ratepayers representing the district and should be largely proportional to ratepayer types that that make up the district. ESDs should be aware of the diversity of its district. Ratepayer boards should be comprised of varying sizes, types, locations, and classifications of businesses, property owners, or representatives.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Outreach and Engagement

The City recommends a robust outreach and engagement process for the formation or expansion of an ESD. Proponents can work with the ESD Coordinator on ideas of how to engage potential ratepayers. ESD proponents should conduct discussions with potential ratepayers within the proposed ESD boundary to understand support and opposition. ESD proponents are required to mail or distribute packets to new/existing ratepayers outlining the rational for establishing, renewing or modifying an ESD along with a clear description of the proposed or refined rate structure, residential caps, and proposed services. ESD should also provide a proposed boundary map, workplan and budget to potential ratepayers. The City also that at least one public meeting be held with potential ratepayers and that the ESD proponents be available for one-on-one meetings with stakeholders.

Transparency

The City requires ESD to meet certain transparency standards in how the organization meets with its ratepayers, community and broader stakeholders. See the table below to better understand current transparency requirements as well as suggestions on how to engage with ratepayers and stakeholders.

REQUIRED	RECOMMENDED
Develop and broadly share annual report with ratepayers and stakeholders.	At least one public meeting per year where ratepayers are invited to learn about ESD governance, budget and programs.
Provide annual report to City Council.	Regular mailers, newsletters or communication with ratepayers on ESD work.
Establish a financial management system that allows the tracking and documentation of all expenses incurred in carrying out District programs.	Creating one-pager outlining mid-year ESD successes and updates.
Make financial reports and statements available to ESD Coordinator on a quarterly basis and upon request.	Posting founding documents, rate structure, etc., on website.
Provide tracking measures on all programs to the ESD Coordinator on a quarterly basis.	Hold ratepayer board meetings at least quarterly. Ratepayer board meeting dates, agendas and minutes on a public website.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Equity

The City of Portland's Racial Equity Toolkit directs the City to assess equity impacts of City actions that benefit or burden communities of color. Through this work the City recommends ESDs to think through the impacts of proposed services on all stakeholders. The City also encourages a diverse set of voices and interests to be included on the Board of Director including but not limited to residential, legacy businesses, institutional, religious partners, and small commercial owners. We also suggest ESDs to engage in robust and regular conversations with all stakeholders including non-ratepayers to understand needs and better inform programs. The City encourages thoughtful consideration of staff diversity as well as diversity in subcontractors to provide goods and services.

ESDs should work with the ESD coordinator to better understand the CIty's ongoing equity and social justice efforts and to access toolkit materials.

Boundaries

A boundary map must be determined and provided to the City to form, renew or modify an ESD. Boundary maps determine where services will be provided, and which ratepayers are responsible for the ESD fee. Formal boundaries are described in City Code and set as part of formation and renewal.

Proponents need to describe how all ratepayers within the proposed boundaries are receiving or will receive benefits related to their assessment. Boundary markers are typically included streets and roads or other natural barriers that can be reasonable defined. The boundaries should also specify if properties adjoining both sides of a street are included. If only the properties on one side of the street are included, the boundaries can be set at the midpoint of the street.

For the City to approve an expansion and/or boundary change of an existing ESD, the ESD must demonstrate to the City that there is not active disapproval for the proposed action that represents more than 33% of the total assessed value from the proposed expansion or new boundary area. Ratepayers who collectively contribute 33% or more of the total assessed value of the proposed new boundary area can prevent the expansion of an ESD by submitting written opposition directly to the City of Portland's Enhanced Services District Coordinator (ESD Coordinator) 30 days prior to the first council hearing slated to hear testimony on the expanding or changing of ESD boundaries. Ratepayers wishing to provide written opposition must also provide their business name, parcel number, and water billing account number associated with their specific proposed property management license fee so the City can verify they are the correct decision maker responsible for paying that specific property management license fee.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Property Management License Fees

Rate Structures are determined via local preference. Proponents can work with the City's ESD coordinator and the Revenue Division to understand fee assumptions. ESDs must determine a suitable formula to set a fee for the management of qualified properties. Once an ESD is established, any persons engaged in property management activities within the defined District is required to pay a license fee unless otherwise exempt by ordinance or by laws of the State of Oregon.

Licenses fees are for the privilege of engaging in the activity of property management in the District. No physical license is provided.

Typical fee structures include formulas based on:

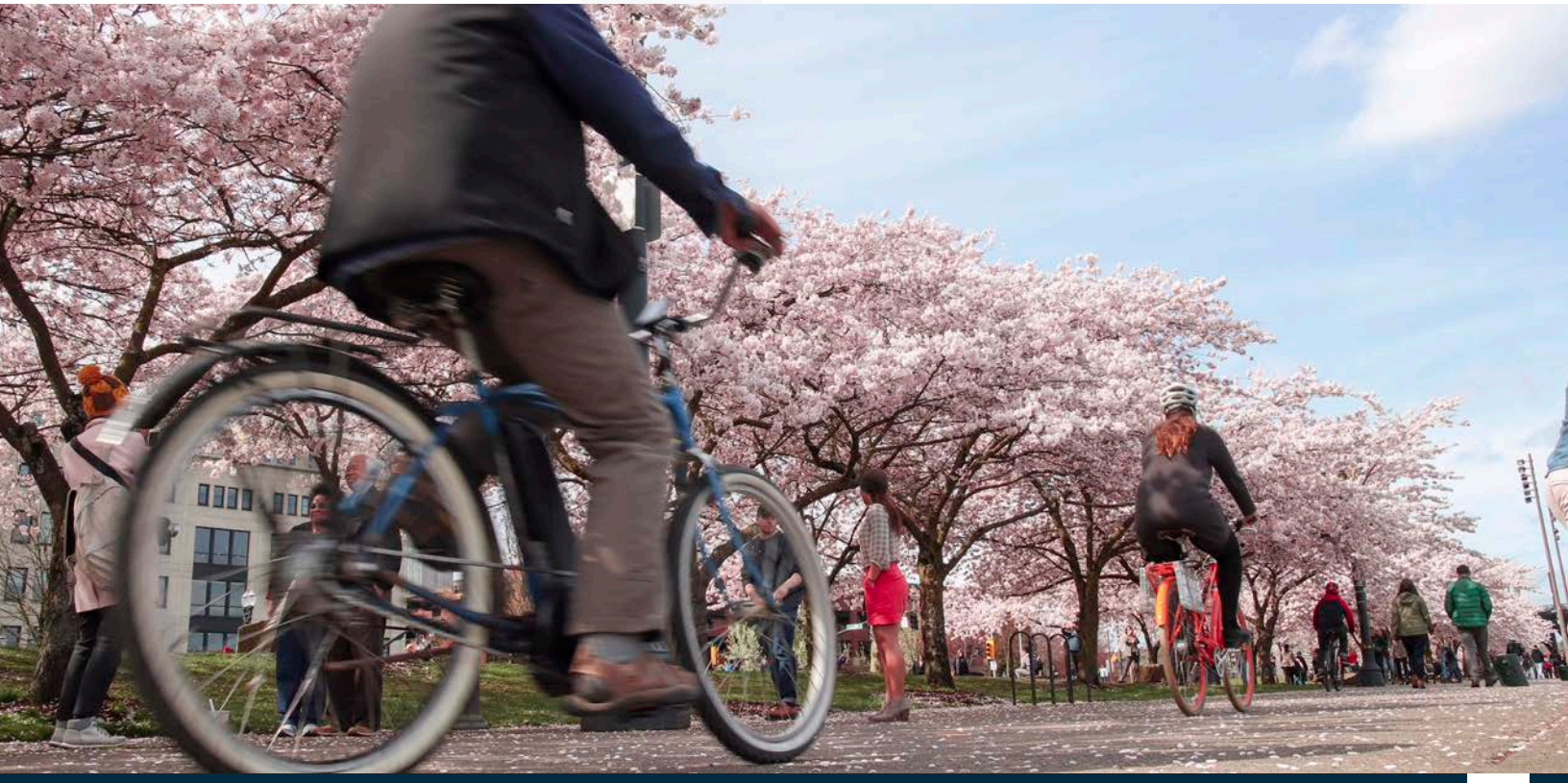
- Land square footage
- Building square footage
- Assed value of improvements
- Square feet of improvements
- Annual rates for residential condos or rental apartments

Rate Caps

Proponents may consider annual caps on types of ratepayers or type of assessment. When considering caps proponents should weigh impacts on budget, ability to provide services, ratepayer support, and length of district period.

Inflation and Annual Escalators

The City recommends that proponents include considerations for inflation or annual escalators as part of their budget assumptions. This allows the organization to plan for rising costs of programming, staff,s and other operations.



Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

City Roles, Fees, and Support

The City also provides program oversight and guidance to ESDs as well as ensures that fees are collected, and contract obligations are met.

As part of its agreement with ESDs, the City will enter into a basic service agreement with each district that delineates the ongoing services the City intends to provide in the district after the ESD is formed. These services are tracked by the ESD Coordinator and reported to the DMA quarterly. ESDs are also required to provide quarterly reports to the ESD coordinator describing services delivered.

The City is responsible for the annual collection of license fees from businesses and distributing the dollars to the approved DMA. The City will prepare and provide notice of the fee to each ratepayer. This information will include, amount of license fee being charged, including data and the formula being used to arrive at this amount, activities being performed in the district and any exemptions that apply. The City will also handle any appeals from ratepayers. Appeals must be received from ratepayers 30 days after the notice from Revenue is mailed.

The City will provide collection services for each ESD for a fee of 2% of the total District License Fee billings for each year. The City will deduct its fees from the License Fees collected. In addition to the 2% fee, an allocation of direct overhead charges will be deducted to arrive at the net License Fee revenues payable to each ESD. ESDs agrees to partially fund the City of Portland Enhanced Services District Coordinator position during the City of Portland's fiscal year, roughly 1%.

Dissolution

Ratepayers who collectively contribute 33% or more of the total assessed value of an ESD can request dissolution of district and elimination of the license fee by submitting written opposition directly to the City of Portland's Enhanced Services District Coordinator (ESD Coordinator). Ratepayers must provide their business name, parcel number, and water billing account number associated with their specific property management license fee so the City can verify they are the correct decision maker responsible for paying that specific property management license fee.

Renewal / Expansion

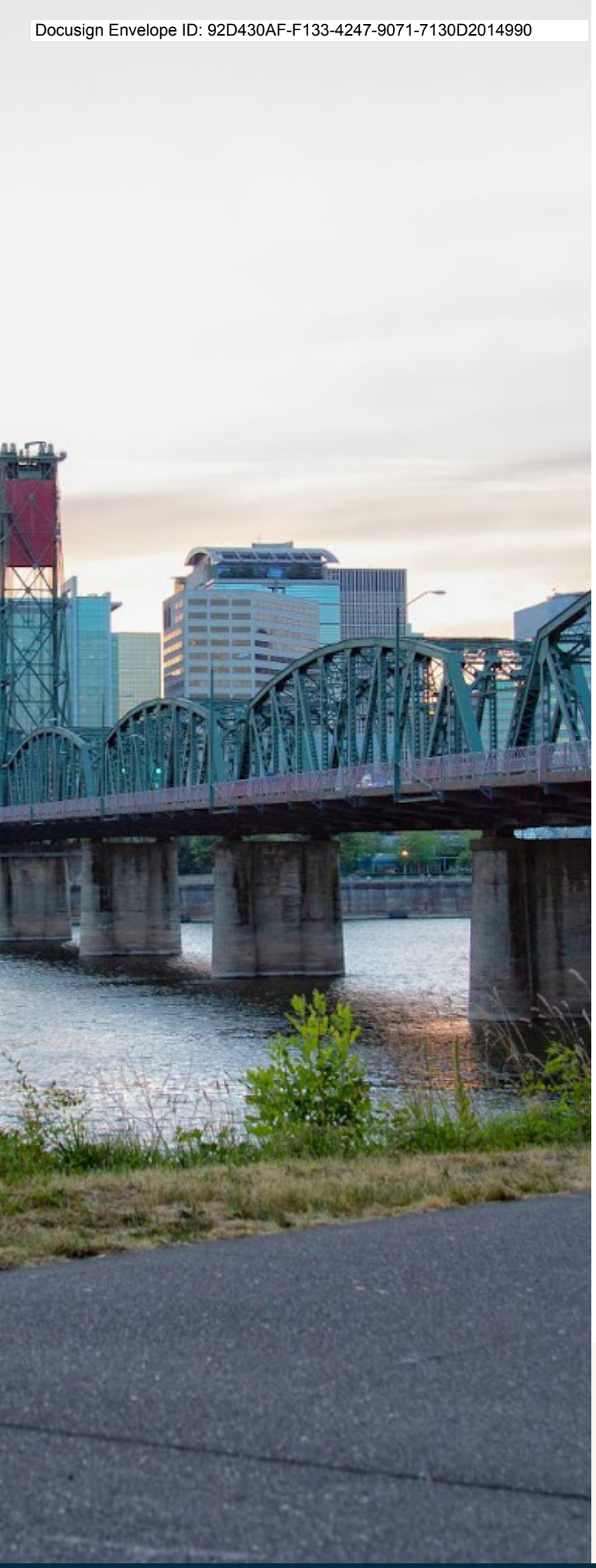
The City of Portland's Enhanced Services District (ESD) Petition Packet guides districts that are renewing or expanding their district. For more details on current requirements, please refer to the ESD Petition Packet (www.portland.gov/venues/enhanced-services-districts).

The City reserves the right to continue the fee until any city debt and pledge obligations are recovered.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Central Eastside Together ESD

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990



Central Eastside Together

centraleastsidetogether.org

Downtown Clean & Safe

downtownportland.org

Lloyd ESD

lloydpdx.org

City of Portland

Devin Reynolds, ESD Coordinator

Devin.reynolds@portlandoregon.gov

Uncommon Bridges

Report produced by Uncommon Bridges

uncommonbridges.com

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

CITY OF PORTLAND

ENHANCED SERVICES DISTRICT HANDBOOK

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

(This text was used for a website that was distributed to the community.)

Hilltop Business Improvement Area Information

Since 2022, a dedicated group of businesses, property owners, community leaders, non-profits, and residents has spent nearly 24 months collaborating to create a comprehensive plan for the Hilltop BIA. Together, they've developed a budget, identified essential services, and defined a boundary to ensure the Hilltop community remains vibrant, thriving, and well-supported.

What is a BIA?

Business Improvement Areas (BIAs), authorized under **RCW Chapter 35.87A**, are critical tools for revitalizing business districts. They provide a locally controlled, sustained funding mechanism for community enhancements and business development. As Hilltop continues to grow, the BIA will offer a cohesive approach to address challenges and capitalize on new opportunities for the neighborhood.

Proposed Function of the Hilltop BIA

The Hilltop BIA is structured to support our diverse community through direct, immediate services and investments. The program will respond to direct stakeholder feedback, tackling the most urgent needs, including:

- **Clean & Beautification Services**
- **Hospitality & Outreach Services**
- **Marketing Services**
- **Administration Support**
- **Activation Services**
- **Business Support Services**
- **Legacy Business Grant Fund**

Through these efforts, the Hilltop BIA will advocate for the community, collaborating with the City of Tacoma to ensure Hilltop remains clean, safe, and welcoming. The Hilltop BIA will also serve as a voice for residents and businesses on key policy issues, including transit, transportation, public safety, and development.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Petition to Establish the Hilltop BIA

The Hilltop community is petitioning the City of Tacoma to establish a six-year Parking and Business Improvement Area within the defined Hilltop boundaries. If approved, this proposal will create Tacoma's **second BIA**, following over two years of planning and community engagement.

The petition includes:

1. **Boundary Definition** – outlining the Hilltop BIA service area
2. **Assessment Formula** – detailing how fees will be calculated and applied to property owners
3. **Business Plan** – specifying services, programs, and budget

Assessment Formula: How the Hilltop BIA Will Be Funded

The Hilltop Business Improvement Area will be funded through special assessments on properties within the BIA boundary. These assessments ensure a fair contribution from those who benefit directly from BIA services, including improvements in safety, cleanliness, business support, marketing, and activation programs.

Assessments will apply to:

- **Commercial properties**
- **Multifamily residential properties** with four or more units
- **Mixed-use properties** (both residential and commercial)
- **Nonprofit-owned properties**

Standard Rate	(Value Rate x TAV/$1,000) + (Lot SF Rate x Lot SF)	*$0.60 (Value Rate)* *$0.14 (Lot SF Rate)*
Residential Ceiling	Units x Ceiling Rate	*$65 per unit/yr*
Subsidized housing ceiling	Units x Ceiling Rate	*$30 per unit/yr*

Least Value Assessment (LVA): Where applicable, ensures the lowest possible assessment based on the standard formula or applicable ceilings

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Non-Profit Rate: A 25% reduction to the standard rate is applied when Total Appraised Value and Total Taxable Value are not equal, and Total Taxable Value = 0
For each subsequent year of the Hilltop Improvement Area assessment (2026 -2032), the following may be factored in, per the board's request:

- An increase to each property's annual assessment by the local Consumer Price Index, no more than 6%
- A recalculation of the assessment based on the current Pierce County Assessor's data is needed to determine if net building square footage changes from one year to the next.

Oversight

The **Hilltop BIA Ratepayer Board** will oversee assessments and all operations. The board includes representatives from:

- North and South-end property owners
- Property owners within the City-defined business district
- Hospital and community groups
- Hilltop Neighborhood Business District Association
- Four at-large property owners (residential or commercial)

This governance ensures transparency, accountability, and equitable use of all BIA funds.

Proposed Use of BIA Funds

The Hilltop BIA budget totals **$604,777.19**, allocated to key services:

Service Area	Cost	% of Budget
Clean & Beautification	$139,098.75	23%
Hospitality & Outreach	$127,003.21	21%
Business Support	$90,716.58	15%
Activation	$72,573.26	12%
Marketing	$78,621.03	13%
Administration	$66,525.49	11%

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Legacy Business Grant Fund	$30,238.87	5%

Key Initiatives Include:

- **Clean & Welcoming Services:** Litter pickup, graffiti removal, pressure washing, hospitality ambassadors, partnerships with local service providers
- **Marketing:** District promotion, business outreach, wayfinding to local businesses
- **Activation Services:** Street fairs, public space improvements, coordinated public art, park activations
- **Business Support:** Technical assistance, legacy business grants, retail recruitment, policy advocacy, data analysis
- **Administration Support:** Partnership coordination, contract management, and collaboration with the City of Tacoma

The Hilltop BIA is committed to hiring **locally** for up to 70% of contracted services, prioritizing **BIPOC** and **WMBE** providers within Hilltop and the Greater Tacoma Area.

Next Steps: What Happens Now?

The Hilltop BIA is a structured, locally driven funding mechanism designed to ensure a thriving business district, stronger community connections, and a brighter economic future. Here's what to expect in the coming months:

Petition Circulation

Petitions are circulated to over 200 property owners within the proposed BIA boundaries. Once property owners representing 60% of the assessed value return signed petitions, they will be submitted to the City of Tacoma for consideration.

City Review and Ordinance Process

After receiving the petitions, the City will:

1. Review the submitted petitions
2. Introduce an ordinance to formally create the Hilltop BIA
3. Present the ordinance to the Economic Development Committee for consideration, followed by review by the full Tacoma City Council

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

4. Hold a public meeting and provide opportunities for public comment.

Grounding Period and First Board Nominations

If the ordinance is approved, the City will open the application process for the first Hilltop BIA Board of Directors application period, which will remain open for one month. Key steps include:

- The Economic Development Committee will review board applications
- Selected candidates will be referred to the full City Council for appointment
- This process applies only to the first BIA board

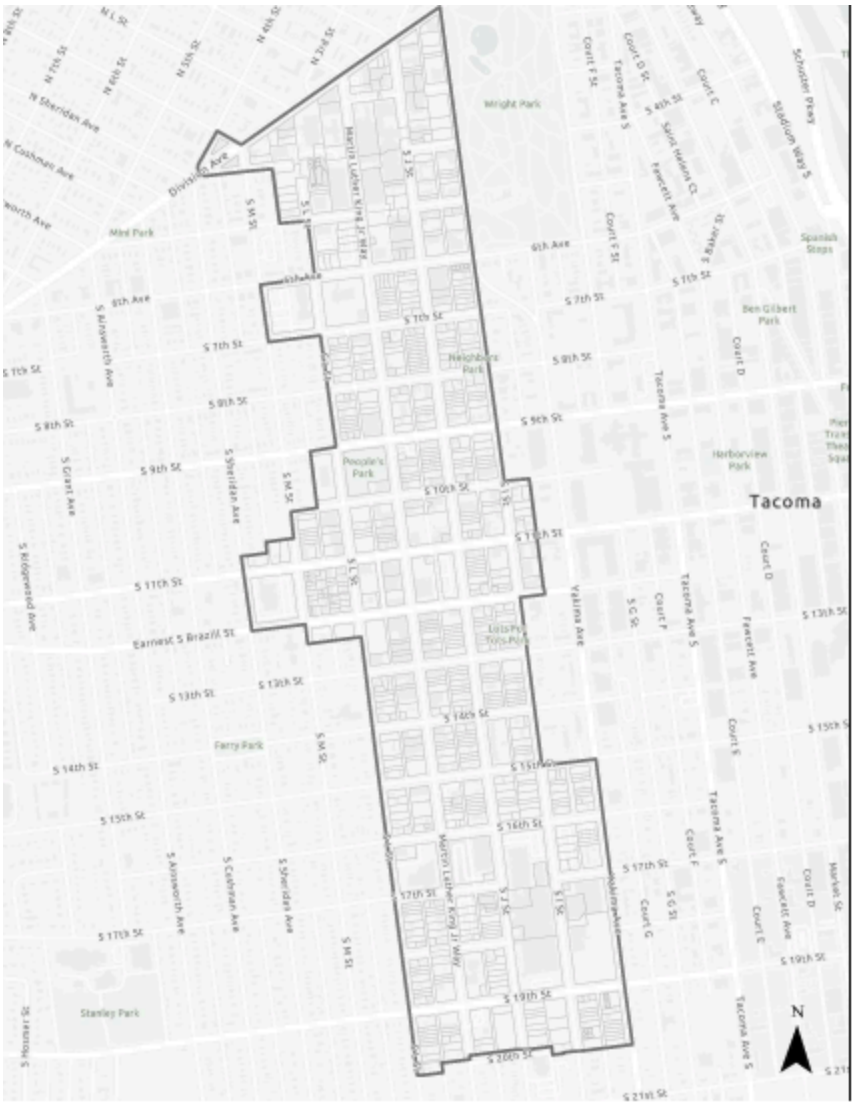
The City of Tacoma has committed to a **6-month community grounding period** to ensure a strong foundation for the Hilltop BIA. During this period:

- Ratepayer board member applications and selections will be finalized
- A **nonprofit organization** will be selected or established to administer BIA operations
- **Year-one services and programs** will be developed
- **Bylaws** for the BIA Ratepayer Board will be created.

This structured approach ensures that the Hilltop BIA begins operations with strong governance, clear priorities, and a framework for effectively serving the community.

For more information, please visit our **Google Drive** or email us at **HilltopBIA@gmail.com.** The shared drive has been publicly available and updated throughout the duration of this effort.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990



Proposed Boundary Definition of Hilltop BIA

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Note: Uncommon Bridges was previously known as BDS Planning & Urban Design.

RACIAL EQUITY, ANTI-DISPLACEMENT POLICIES, AND "MIDDLE HOUSING" RECOMMENDATIONS FINAL CONSOLIDATED REPORT

City of Redmond

***Draft* Recommendations Prepared by**
BDS Planning and Urban Design;
BHC Consultants

June 21, 2023

Redmond
WASHINGTON

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

TABLE OF CONTENTS

EXECUTIVE SUMMARY 3

Background 3

Project Purpose 3

Major Themes & Outcomes 4

RACIAL EQUITY ANALYSIS REPORT 5

History of Redmond's Racially Exclusive and Discriminatory Land Use & Housing Practices 5

Findings of Racially Disparate Impacts in Redmond 9

Racially Disparate Impacts Summary 13

Next Steps & Best Practices Recommendations 15

PUBLIC ENGAGEMENT REPORT 16

Redmond Middle Housing Engagement Process Overview 16

Preliminary Engagement Outcomes (Eastside for All) 18

Lessons Learned & Next Steps 20

MIDDLE HOUSING CODE AND POLICY CHANGES REPORT 21

Purpose 21

Summary of Options 21

Recommendations 22

Policy analysis table 37

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

EXECUTIVE SUMMARY

BACKGROUND

The State of Washington has a housing deficit. Redmond is no exception. The Department of Commerce estimates the state will need an additional 1.1 million homes over the next 20 years to meet demand. **For Redmond, this results in 20,000 additional units that need to be added between 2019 and 2044.**

Additionally, the City of Redmond faces a lack of housing diversity. According to Redmond's Housing Needs Assessment, less than 1% of housing units were middle housing types, such as duplexes, triplexes, fourplexes, and townhomes. To address the statewide shortage of housing, the state legislature has passed several bills in the past three years, including HB 1110 during the 2023 session. **This Bill mandates that fourplexes be allowed on most residential lots** and for residences within one-quarter mile of major transit, or if the developer provides two additional affordable units, six units per lot must be allowed.

Lastly, **many residents are unable to acess and/or matain stable housing in Redmond**. One quarter of Redmond's residents pay more than 30% of their household income on housing. Elderly and young adult populations face the greatest burden. Additionally, 89% of Redmond's local workforce lived outside of the city in 2017.[1] In some cases, the legacies of present day housing instability and unaffordability see their roots tied to a web of discrimintatory housing policies, practices and other general cultural pressures of disenfranchisement in King County and Redmond's history.

PROJECT PURPOSE

In response to these housing challenges and their intersecting issues, BDS Planning and Urban Design (BDS) and BHC Consultants (BHC) were hired through the Washington Department of Commerce's Growth Management grants to develop middle housing and anti-displacement strategies for Redmond. Displacement is defined as a process that forces a household to move from its community because of conditions beyond its control. Displacement may fall into one of three categories:

- *Physical displacement:* Households are directly forced to move for reasons such as eviction, foreclosure, natural disaster, or deterioration in housing quality.
- *Economic displacement:* Households are compelled to move by rising rents or costs of home ownership like property taxes.
- *Cultural displacement:* Residents are compelled to move because the people and institutions that make up their cultural community have left the area.[2]

---

[1] City of Redmond, Housing Needs Assessment, 2020.

[2] Department of Commerce. "Guidance to Address Racially Disparate Impacts."Washington State Department of Commerce, 2023. https://deptofcommerce.app.box.com/s/1l217l98jattb87qobtw63pkplzhxege.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

This report intends to communicate a set of recommendations and strategies that strive to bridge the relationship between middle housing options as a means for addressing racially disparate impacts related to housing access and affordability in Redmond.

This is a consolidated body of work inclusive of racial equity analysis, a public engagement report, and recommended middle housing code and policy changes.

MAJOR THEMES & OUTCOMES

Across the threefold analysis described above, the following major themes best describe the balance of Redmond's context and its opportunities to address racial equity and anti-displacement in and with middle housing policies:

- The presence and/or absence of documented historical racism and discrimination cannot alone justify the level of attention needed to address present day racially disparate impacts
    - An equitable and culturally inclusive response to addressing racially disparate impacts necessitates an approach that tackles histories of racisim, building of community relationships & power, and housing policy updates together.
- Redmond is a desirable yet costly place to live with simultaneous experiences of wealth and meaningful housing/income instability.
- Racial equity, anti-displacement policies, and middle housing recommendations should:
    - Consolidate residential zones to meet new state law and address the housing deficit.
    - Create complete and culturally responsive neighborhoods. Exclusive single-family neighborhoods have long been a tool of discrimination in housing. Allowing more flexibility in uses, as well as housing types, enables more culturally responsive neighborhoods in response to this legacy.
    - Change permitting procedures. While land and material costs impact housing affordability, so too does review timelines and procedures. Creating more flexibility and streamlining, where possible, types of housing, could increase reduce burdens to supplying middle housing.
    - Enhance equity in housing and zoning processes to address past and present harms. Allowing more housing types and diversity does not erase displacement pressures. Continuing and enhancing anti-displacement policies is essential to mitigating further displacement. Implementing inclusive outreach is essential to this to better identify policies and programs that meet the specific needs for communities at risk of displacement.
- Ongoing community engagement should support the City's planning for prioritization and implementation of recommendations

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

RACIAL EQUITY ANALYSIS REPORT

In 2021, the Washington State Legislature passed HB1220 which amended the Growth Management Act in statute RCW 36.70A.020(4) requiring communities to "encourage affordable housing" and to "plan for and accommodate" housing affordable to all income levels. [3]

Additionally, the update requires jurisdictions to adopt a new housing element that identifies local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing; and seeks to implement changes to address and begin to undo such impacts and harms.

This section of this consolidated Racial Equity, Anti-Displacement Policies, and "Middle Housing" Recommendations report responds to the relationship of these updated requirements as referenced within the supporting Washington State Middle Housing Grant Program.

This section is organized according to the following subsections:

- History of Redmond's Racially Exclusive and Discriminatory
- Land Use and Housing Practices
- Findings of Racially Disparate Impacts in Redmond
- Next Steps and Best Practice Recommendations

HISTORY OF REDMOND'S RACIALLY EXCLUSIVE AND DISCRIMINATORY LAND USE & HOUSING PRACTICES

Throughout the 20th century, the practice of urban planning explicitly and implicitly disrupted the ability of Black, Indigenous, and other communities of color to thrive in place.

With emphasis on the past 100 years, urban planning and policies related to housing, land use, transportation, etc. have compounded the impacts of harms experienced by diverse communities already felt across racist citizenship, education, criminial justice, and other societal instuitutions since the 1700s and beginnings of the United States of America.

This subsection seeks to describe of some of these exclusionary urban planning and housing practices within Redmond and its likely connected communities. A brief description of each practice along with information about associated local impacts (not exhaustive) in Redmond and the surrounding area is provided. These practices, along with other social dynamics, contributed to racial segregation, systemic barriers to homeownership opportunities for people of color, and exclusion from wealth generating opportunities through homeownership for people of color.

Note – the information presented below represents only those histories that show a documented relationship with Redmond and may not account for the complete breadth of impacts experienced by communities present at the time. Such practices were common not only in the Seattle metro area but also across the country. So, even though there may not be documented instances of some of

[3] Washington State Legislature. *Emergency Shelters and Housing – Local Planning and Development*. Engrossed Second Substitute House Bill 1220. 67th Legislature., 2021 Regular Session

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

these practices occurring in Redmond, it certainly does not mean that it never occurred there or that Redmond was impervious to the prevailing discriminatory practices and racist attitudes of that time.

Practice	Description	Local Impacts
Exclusionary Zoning (1910s – Present)	After race-based zoning was ruled unconstitutional (1917), many cities began to legally use zoning as a tool to covertly exclude certain populations (e.g. low-income households, racial minorities) from certain areas. Exclusionary practices in single-family zoned areas became more prevalent, which included: minimum lot size requirements, floor area requirements, large setbacks, and exclusion of multi-family housing.[4]	Racist sentiments and exclusionary practices made their way into neighborhood and housing development throughout the region. Restrictive covenants, redlining, and other practices and conditions exacerbated these disparate impacts. Currently, Redmond has high housing costs and lacks housing diversity, which makes finding housing difficult or unattainable to some people who need or prefer to rent housing or who can only afford lower-cost housing types for ownership.[5] In a recent housing survey, people of color reported greater barriers to both renting and buying in Redmond: "More than half said they couldn't find a place they could afford, nearly one-third said they had trouble with down payments/financing, and 16% cited discrimination."[6]
Racially Restrictive Covenants (1926 – 1948)	Racially restrictive covenants, enforceable contracts used by developers, prohibited the sale or rental of property to certain racial minorities and religious groups (e.g. Blacks, Asians, Jewish). These covenants became a widespread instrument used in	Based on preliminary estimates of the number of subdivisions with racially restrictive covenants, 20 subdivisions in cities contiguous with Redmond restricted residence by race. Ames Lake and Weber's point, both on the eastside outside of Redmond, restricted their

[4] Washington State Department of Commerce. "Guidance to address racially disparate impacts: Updating your housing element to address new requirements." WA Dept. of Commerce. Accessed June 16, 2023. https://deptofcommerce.app.box.com/s/1l217l98jattb87qobtw63pkplzhxege.

[5] City of Redmond, Housing Needs Assessment, 2020.

[6] "Redmond Housing Strategy Questionnaire: Survey Response Report." City of Redmond, 2021. https://www.redmond.gov/DocumentCenter/View/25990/Housing_Survey_Responses_Report.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	the 1920's until they were declared unenforceable in 1948.	ownership to "those of the Caucasian race".[7]
Federal Mortgage Discrimination & Redlining (1934 – 1968)	During the New Deal era, a federal agency was created to provide mortgage assistance to homeowners and would-be homeowners: the Home Owners' Loan Corporation (HOLC). HOLC created "residential security" maps (evaluating perceived lending risk) in which lines were drawn around and rated neighborhoods in larger metropolitan areas across the U.S. as better or worse for housing investments. Properties in neighborhoods with people of color or economically disadvantaged conditions were deemed as riskiest based on these HOLC maps; consequently, people living in these "risky" or "riskiest" neighborhoods were denied access to housing loans by lending institutions (i.e. redlined).[8]	Neighborhoods rated best for housing investments were typically in affluent White suburbs; one of eight criteria for a higher rating was if deed and zoning restrictions were in place to sufficiently protect a neighborhood from certain racial and social groups and incompatible land uses (e.g. multifamily housing). The Seattle metro area includes examples of HOLC maps and associated redlining (e.g. Seattle, Tacoma).[9] Redlining contributed to extremely low homeownership rates in neighborhoods of color, creating a generations-long barrier to wealth building. A 1975 report by the *Central Seattle Community Council Federation* titled "Redlining and Disinvestment in Central Seattle: How the Banks are Destroying our Neighborhoods" found that disinvestment in Seattle's Central Area possible contributed to helping the suburbs: "Ratios of deposits to loans in the Central branch banks was 24%, according to the report; in suburban brank baks the ratio was 97%."[10]
Urban Renewal & Transportation	From the 1950s – 1970s, the federal government provided significant funding for "urban renewal" projects across the U.S.	During this time, various urban renewal and transportation infrastructure projects were federally funded in King County; major transportation projects included

[7] Seattle Civil Rights and Labor History Project. "Racial Restrictive Covenants." University of Washington. Accessed June 9, 2023. https://depts.washington.edu/civilr/covenants.htm.

[8] "Guidance to address racially disparate impacts."

[9] Robert K. Nelson, LaDale Winling, Richard Marciano, Nathan Connolly, et al., "Mapping Inequality," American Panorama, ed. Robert K. Nelson and Edward L. Ayers, accessed June 18, 2023, https://dsl.richmond.edu/panorama/redlining/

[10] Seattle Municipal Archives. "Redlining in Seattle". City of Seattle. Accessed June 20, 2023, https://www.seattle.gov/cityarchives/exhibits-and-education/online-exhibits/redlining-in-seattle

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Infrastructure (1950s – 1990s)	This practice allowed cities to use funds to improve areas they had deemed "blighted." Due to patterns of deliberate underinvestment, redlined areas were more likely to be deemed as "blighted", and therefore slated for renewal.	Interstates 5 and 90.[11] Projects implemented as part of these programs often led to disproportionate impacts to low-income and minority communities. Such impacts included displacement, reinforced segregation (e.g. physical barriers via highways), loss of community relations, and further impoverishing communities.[12]
Suburbanization (1950s – 1990s)	The construction of the national highway system accelerated the population growth of suburban cities at the expense of central cities. Most people migrating from central cities to the suburbs were White, leading to a description of this migration as "White flight." Fueling this "White flight" were racially restrictive covenants, redlining, racially-based federal housing incentives post WWII (G.I. bill), and a prevailing racist culture.[13]	The national highway system accelerated population growth in the suburbs of east and south King County. Also, the original opening of the 520 Bridge in 1963 and subsequent improvements to this facility contributed to suburbanization. Moreover, mandatory school integration ordinances in King County fueled "White flight" to Eastside communities.[14]
Gentrification & Displacement (1970s – Present)	Displacement occurs when housing or neighborhood conditions force residents to move. Gentrification occurs when previously disinvested in and/or low-income neighborhoods experience higher-income residents move-in and increase housing costs.[15] Historical	Redmond is growing at a faster rate than King County as a whole, and its local housing market has not kept pace with increased demand. Redmond's "housing costs and rental rates have skyrocketed."[16] Based on PSRC's displacement risk map, 3 of the approximately 12 census tracts

[11] Digital Scholarship Lab, "Renewing Inequality," American Panorama, ed. Robert K. Nelson and Edward L. Ayers, accessed June 18, 2023, https://dsl.richmond.edu/panorama/renewal/#view=-2820.35/-984.31/18&viz=map&city=seattleWA&loc=12/47.6080/-122.3230

[12] "Guidance to address racially disparate impacts."

[13] King County. "King County Countywide Planning Policies Housing Chapter: Resources for Documenting the Local History of Racially Exclusive and Discriminatory Land Use and Housing Practices." King County.

[14] "King County Countywide Planning Policies Housing Chapter"

[15] "King County Countywide Planning Policies Housing Chapter"

[16] City of Redmond, Housing Action Plan, 2021.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	patterns of disinvestment, discriminatory practices, economic development and urban renewal projects, along with regional economic and housing market pressures have set the stage for gentrification and displacement.	that make up most of City limits in Redmond is considered "moderate risk."[17] Older buildings and homes are at risk of redevelopment and/or renovation, which can potentially increase rents.[18]

Prior to the 19th and 20th century, impacts related to colonialism and fractured treaties with Indigneous People and Black Exclusion Laws in Oregon Territory have acted to shape the foundational basis for White settler entitlement over land occupation and access. Additional ethnic and other discriminatory practices compounding these implications in King County and Washington include Chinese exclusion and "Alien" Land Laws[19] and Japanese Internment.

Other anecdotes of racist ideas and culture practiced in Redmond prominently includes the establishment of the Redmond lodge for the paramilitary Silver Shirt Legion founded by known Hitler supporter and national figure William Dudley Pelley.[20] The land dedicated for the lodge was donated to Dudley by Redmond residents Ruby and Arthur Johnson.[21] Though the lodge stood until the late 1980s and is no longer present, remants tied to this history remain, as the namesake of Arthur Johnson is the current name of known park on the east side of the City.

FINDINGS OF RACIALLY DISPARATE IMPACTS IN REDMOND

Given the historical context of *documented* racial history in Redmond's housing and other land use practices, the purpose of this subsection is to describe a modern-day cross-section of relative housing outcomes.

NOTE – it is important to understand that the presence or absence of documented discriminatory housing practices does not alone determine the level of response or attention required to address modern racially disparate impacts in housing. The reason for this is two-fold:

[17] Puget Sound Regional Council. "Displacement Risk Mapping." Accessed June 18, 2023. https://psregcncl.maps.arcgis.com/apps/MapSeries/index.html?appid=1769d732e3de4905ba0bf5ffaf75f602

[18] City of Redmond, Housing Action Plan, 2021.

[19] Grant, Nicole. "White Supremacy and the Alien Land Laws of Washington State". *The Seattle Civil Rights & Labor History Project*. Accessed June 19,2023. https://depts.washington.edu/civilr/alien_land_laws.htm

[20] *When the 'American Hitler' Came to Washington | Mossback's Northwest*, 2018. https://www.youtube.com/watch?v=mqMWngthj3M.

[21] DAHP. "Silver Shirt Legion Hall; Johnson, Arthur and Ruby House." DAHP, 1985. 46742.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

1. It is often difficult to identify or know of historical records detailing narratives from the perspectives of impacted communities. We must acknowledge that our understanding of history likely includes a deficit of records that were not documented or retained; and
2. Many communities – to this day – will cite lore or other beliefs to explain how and why populations did or do not interact with the housing market. As legacies of cultural racism and discrimination created new economic realities, communities With such caveats recognized, the following information reflects the existing findings of racially disparate impacts in Redmond.

Total Population Redmond and King County

Race / Ethnicity	Redmond Count Estimate	% Redmond Population Estimate	% King County Population Estimate
American Indian and Alaska Native	124	0.2%	0.4%
Asian	24,953	36.7%	18.2%
Black or African American	1,069	1.6%	6.4%
Native Hawaiian and other Pacific Islander	155	0.2%	0.7%
White (alone)	33,396	49.1%	58.2%
Other Race	349	0.5%	0.4%
Two or more races	2,725	4%	5.7%
Hispanic or Latino (of any race)	5,188	7.6%	9.8%
Total	67,959	99.9%	

Source: Washington RDI Data Toolkit, 2023

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Redmond Median Income, 2021

The 2021 American Community Survey 5-year estimates the Median Household Income in Redmond to be **$147,006.** A breakdown by race/ethnicity:

Race / Ethnicity	White (alone)	Black or African American	American Indian & Alaska Native	Asian	Native Hawaiian and other Pacific Islander	Two or more races	Hispanic or Latino (of any race)
Median Income (dollars)	126,836	124,416	n/a	174,762	n/a	128,631	96,356

Source: 2021 ACS 5-Year Estimates Table S1903

Redmond five year change in households by income and race, 2014-2019

The data in this section describes the difference in median household income by race between 2015 and 2020. For the purposes of this detailing, the Washington State RDI Data Toolkit organizes Area Median Income (AMI) bands as such:

- Extremely Low-income (≤30% AMI)
- Very Low-income (30-50% AMI)
- Low-Income (50-80% AMI)
- Moderate Income (80-100% AMI)
- Above Median Income (>100%)

For the purposes of this analysis, *"middle incomes"* will be used to refer to the source data values associated with incomes between 30 – 100% AMI.

	All Households	White (alone)	Black or African American	American Indian & Alaska Native	Asian	Native Hawaiian and other Pacific Islander	Hispanic or Latino (of any race)
%change Above Median Income (2015 – 2020)	1.17	1.04	0.77	n/a	1.57	n/a	0.89

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

%change "Middle Incomes" (2015 – 2020)	0.99	0.91	1.01	n/a	1.50	n/a	0.67

Source: Washington RDI Data Toolkit, 2023

Across this information, it is apparent that overall median income in Redmond is relatively unchanged since 2015 with a modest increase in the highest tier of income earners.

When examining for racial/ethnic categories, only Asian housheholds have seen an increase in both "middle" and high incomes. Black or African American and Hispanic households have seen a decrease in median incomes with the latter seeing a substantial dip in middle incomes. Comparatievely, white households, though reltaively stable, have seen a decrease in middle incomes.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Other Household Characteristics

Race / Ethnicity	0-30% AMI	31-50% AMI	51-80% AMI	81-100% AMI	>100% AMI	Renter	Owner	Cost or Severely-Burdened*
All Households	8%	7%	6%	6%	73%	50%	50%	23%
American Indian and Alaska Native	n/a							
Asian	5%	3%	3%	5%	84%	52%	48%	13%
Black or African American	18%	21%	0%	2%	59%	73%	27%	37%
Native Hawaiian and other Pacific Islander	n/a							
White (alone)	9%	8%	8%	7%	68%	45%	55%	27%
Two or more races	11%	5%	15%	4%	65%	70%	30%	17%
Hispanic or Latino (of any race)	8%	6%	20%	5%	61%	73%	27%	24%

**Cost or Severely-Burdened: combined households whose housing costs amount to 30% or greater of income*

Source: 2020 Census Data

RACIALLY DISPARATE IMPACTS SUMMARY

The brief picture of household characteristics, income, and homeownership across available racial/ethnic data points shows evidence of some racially disparate impacts in Redmond.

Of the data available, the demographic picture demonstrates Redmond to be a community that is predominantly white and Asian; representing ~ 86% of the total population combined. Within these demographics, Asian households in Redmond appear to be higher-income earners with a closer split on homeownership. These trends have been increasing in this direction for the past couple of decades. Information suggests this picture is largely reflective of the recruitment patterns of engineering and other tech industry jobs such as Microsoft which boomed in the 1990s and saw a wave of immigrant and domestic recruitment of South Asian people. By 2017, Redmond, among the

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

King County Eastside suburbs, had the highest percentage of working residents who are employed in computer and mathematical occupations in the country, even ousting Silicon Valley.[22]

Between 2010 and 2020 Redmond's Asian population nearly doubled. This trend suggests such wealth and stability among this community is more recent – aligning with engineering and tech industry recruitment cycles – as opposed to long-standing households holding onto wealth. Though some first-person accounts hesitate against the understanding of Asians and Indians in Redmond falling to the "model minority" archetype:

> *" We should also not forget that this is an area with a very large working-class community of South Asians ... that community never gets talked about because we tend to tell the high-tech success model minority stories"* [23]

For white populations, there are far greater gaps and variations. Simultaneously, while white households in Redmond experience some of the higher ends of income bands and homeownership, they also make up for a significant proportion of the population meaningfully struggling with housing costs. This information suggests that when accounting for more than race, some of the greatest contributors to housing unaffordability and displacement have been economic.

Nonetheless, disparities and impacts and Redmond cannot be entirely justified by solely economic factors. The populations most signficantly experiencing the brunt of rising costs, widening income earnings, and high levels of housing instability comparatively are Black/African American and Hispanic/Latino communities.

When accounting for historical contexts, it is reasonable to assert that Redmond has always been a largely white city. Throughout its history as a predominantly white community, variations in classes have been most related to suburbanization, white flight, and local industry impacts. For communities of color, there is little evidence to suggest that there have been long-standing households; which in some part is a result of direct exclusionary practices. The economic impacts of the past 15 years in Redmond have *greatly* shaped the picture of displacement and gentrification.

Given the historical context and present day profile – as presented above – it is apparent that when populations in Redmond have either 1) a long history in Redmond or 2) have moved into the area with high incomes, then they are more likely to be less impacted by such market changes.

---

[22] Balk, Gene. "Diversity surges on the Eastside, especially in Microsoft's hometown, but stalls in Seattle". Seattle Times, December 17, 2018. Accessed June 19, 2023. https://www.seattletimes.com/seattle-news/data/diversity-surges-on-the-eastside-especially-in-microsofts-hometown-but-stalls-in-seattle/

[23] Iyer, Nalini, Interview by Radke, Bill. "'Four raisins in a rice bowl' no more". KUOW, published January 16, 2019. Accessed June 19, 2023. kuow.org/stories/how-has-the-indian-community-in-the-puget-sound-changed-over-time

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

NEXT STEPS & BEST PRACTICES RECOMMENDATIONS

As the City of Redmond continues to make clear, a multi-pronged approach to addressing racially disparate impacts is necessary to be tackled alongside policies addressing housing unaffordability and access issues. Over the course of its history, whether directly or indirectly, Redmond’s use of exclusionary land use practices such as zoning, racially restrictive covenants, and development restrictions have likely contributed to disproportional benefit/harms more so than not.

Middle housing, though not a singular solution to issues of affordability and responding to housing market pressures, could support access to housing stability for communities who are seeing their competitive buying power in Redmond decreasing.

For the purposes of ongoing progress across these issues, Redmond should emphasize engagement with under/misrepresented communities and consider progressive recommendations to chip away at existing policies that limit the potential of bridging racial and economic gaps. The following two sections of this report describe best practices and recommendations to address these items.

Beyond what is detailed in this report, it is clear that – while not exhaustive – more consistent and available quantitative data is needed to understand the broader explicit and covert relationships between race, income, and housing. It is especially important to acknowledge that data for American Indian/Alaska Native and Native Hawaiian and other Pacific Islander is significantly underrepresented. Such information should be deliberately collected to reflect on the complete extent of racially disparate impacts for groups which otherwise regularly experience deficits and barriers to benefits.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

PUBLIC ENGAGEMENT REPORT

Equitable and targeted public engagement should serve as the cornerstone contibutor to the inquiry and analysis regarding complex planning proposals. Where the City of Redmond chooses to validate race and social equity as important considerations to evaluate its planning policies/practices, so too then should public engagement. Through thoughtful and deliberate engagement, the City of Redmond can best gather perspectives, collaborate on ideas, and vet potential solutions regarding Middle Housing and other housing policy recommendations' relationship to racial equity and anti-displacement measures.

As the City of Redmond set out to center public engagement as part of the development of this report's recommendations, it contracted with BDS Planning to serve as lead. Critical to this process included compensated co-leadership and advice from local community based organizations (CBOs) to reflect on gaps and identify other opportunties for impacted community feedback and insights on process suggestions. As is detailed below, the City of Redmond, in conjunction with its ARCH partners agreed for local CBO *Eastside For All* (EFA) to lead on the joint middle housing engagement.

This section is organized according to the following subsections:

- Redmond Middle Housing Engagement Process Overview
- Preliminary Engagement Outcomes (Eastside For All)
- Lessons Learned & Next Steps

REDMOND MIDDLE HOUSING ENGAGEMENT PROCESS OVERVIEW

In collaboration with City of Redmond staff, BDS Planning developed a framework and approach to targeted and equitable engagement of Redmond's most underrepresented and impacted communities. The framework and outline for the engagement process followed a process later documented as part of the Department of Commerce's "Talking Race for Planners Toolkit". [24]

The framework includes:

1. Research & Understand History
2. Define Intended Outcomes
3. Recognize Dynamics
4. Engage the community through equitable approaches and practices

1. Research & Understand History

The foreground of any engagement effort begins with a preliminary research exercise to explore questions like:

- What histories occurred within its local communities?
- How have these histories – or their legacies – impacted current conditions?

[24] Nuñez, Ishmael. "Talking Race for Planners". Washington Growth Management Services., May 24th, 2023. Accessed June 20, 2023. https://deptofcommerce.app.box.com/s/hen7osms0qbl23hv4jay52foqth4eo97

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- What documented sources of information exist – or do not exist – that describe these histories or their impacts?
- What other sources of information could help to better understand and/or validate the relationship between historical and current conditions?

Through this study, it is evident that documented histories of discrimination are relatively sparse, and do not seem to directly justify current conditions related to housing.

From what is and was known at the outset of this effort, the project team sought to priortize Black/African American, Latino and Spanish Speaking, and Native communities as the focus for engagement.

2. Define Intended Outcomes

The pursuit of evaluated and updated policies to address housing access and affordability is an appropriate endeavor for the City of Redmond. As has, and will continue to be mentioned in this report, middle housing policies alone will not suffice to solve these issues with emphasis on improving racial equity and anti-displacement.

Though not entirely rooted in historical circumstances, the City of Redmond should define intended outcomes for such evaluation and progress around what future conditions it seeks to influence.

Redmond remains a costly yet desirable place to live and by way of its circumstances is exclusionary to a diversified range of households and their needs. In order to mitigate ongoing barriers for certain communities of Color – including those underpreresented in data – the City of Redmond should reasonably explore and implement policies to address race and other socioeconomic disparities where possible.

The goals for the engagement were to create buy-in and sustainable relationships with the City of Redmond and community based organizations. The CBOs, in partnership with the City of Redmond, have an opportunity to help shape the housing development and address further displacement in Redmond.

3. Recognize Dynamics

When seeking to unearth such histories and/or current racialized experiences, it is important to acknowledge the power the City holds as a government institution.

The City should leverage and utilize its privelege and historical power to boldy learn new truths and share such a platform with communities who have been most impacted by harms.

As directed by the Department of Commerce, the City of Redmond allocated a portion of funding toward compensation of local community based organizations for their collaborative leadership in the delivery of the work and what long-term relationship building might look like.

The City of Redmond should then acknowledge, that as trust and relationships are built with community, the City is the best positioned to respond to community needs where appropriate. Engaging in a cycle of shared problem solving supported by City infrastructure, resources, and power will best set the city up for a healthy and reciprocal relationship with impacted communities.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

4. Engage the Community through Equitable Approaches and Practices

For the purposes of this effort, the BDS team proposed an approach coupling CBO partnership with targeted small-group activities. The process was outlined as such:

a) Identify Community Based Organizations

Leveraging existing contacts and relationships, conduct one-on-one conversations to understand relevant organization's interests, capacity, and networks to serve as a contracted partner organization.

b) Community Partner Recruitment

BDS, and the City of Redmond will contract with CBOs as connectors to ethnic groups and convening affinity groups. CBO representatives would serve as trusted advocates between the City and the communities they serve and/or are a part of. Preferences would be expected for bridging across cultural, linguistic, and other ethnic needs.

c) CBO-led Community Engagement

Citywide outreach strategy to gather insights on challenges that communities are experiencing in addition to investments they prefer.

d) Affinity Group Sessions

Up to 5 sessions organized around populations or interests for intimate discussions on housing challenges and reactions to possible solutions.

e) Post Engagement Synthesis

Information validation and synthesis with CBO partners to ground and fill in any outstanding gaps from the affinity-based engagement. Staff recommendations would serve to validate community preferences with an emphasis on implementation.

Following progression of these steps, Eastside for All was identified as the anchor community partner and would eventually sign a contract with ARCH to pool together engagement capacity and mitigate redundancies across similar work of Eastside communities related to middle housing.

As part of this arrangement, Eastside for All took on leadership of all engagement planning, strategy, and coordination. Information from their engagement effort is referenced below, but otherwise, its final product is titled: *Missing Middle Housing: Tell Your City; Engagement Report for A Regional Coalition for Housing and East King County Partner Cities* and should be crosswalked with the recommendations in this report.

PRELIMINARY ENGAGEMENT OUTCOMES (EASTSIDE FOR ALL)

The analysis presented here is generated from source data provided by Eastside For All as part of its *Missing Middle Housing: Tell Your City; Engagement Report for A Regional Coalition for Housing and East King County Partner Cities* report.

Where possible, BDS Planning filtered the source data to isolate for Redmond-based participants (n=101) across EFA coordinated community meetings and survey respondents.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- 48% of respondents said they are renters, 35% are homeowners, and the remaining either live with others, in a mobile home, are in transitional housing, are unhoused, or have some other living arrangement.
- Household income bands of respondents is broken down as such:
    - 20% of households make less than $25,000
    - 18% of households make between $25,000 - $50,000
    - 9% of households make between $50,000 - $75,000
    - 10% of households make between $75,000 - $100,000
    - 7% of households make between $100,000 - $150,000
    - 26% of households make more than $150,000 and more than $200,000

Consistent with the information above, there is a deficit of households with "middle income" earnings roughly between $50,000 - $150,000 using the above values as a reference

- Race/Ethnicity breakdown of respondents is as such:
    - 11% Black or African American
    - 31% Asian (East and South Asian)
    - 23% Latino/Hispanic
    - 30% White, (including Western/Eastern European) non-Hispanic
    - 1% Indigenous/Native Alaskan
- Approximately 33% of respondents indicated they are not able to afford to live in the city they want. 47% indicated they are able.
    - Approximately 47% of respondents indicated a preference to exclusively live in a City other than Redmond would they be able to afford it. Most of these responses indicated Bellevue as a preferred destination.
- 54 % of respondents indicated that they have had to move in the past due to high costs of renting and/or owning a home.
    - For respondents that indicated they moved for financial reasons, most have done so in the past three years since 2020.
- 18% of households indicated experiencing bias or discrimination in housing
- 60% of respondents indicate their support for having middle housing options in Redmond – even if it is financially beyond reach at the moment.

In addition to these data points, BDS Planning conducted a handful of initial community/cultural stakeholder interviews at the outset of this process. These insights include:

- Affordability is a top priority for communities
- Language access and barriers impact the ability for immigrant and refugee communities to participate in City feedback
- City of Redmond participation in community-led activities is minimal and not proactive
- There is a relevant relationship between minoritized communities, housing instability, and other pressures affecting living conditions

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- Organizations attention on addressing housing challenges usually aimed at lowest income bands. Many people are very housing insecure.

LESSONS LEARNED & NEXT STEPS

There are clear threads of connection among historical information and local community conversations to suggest that while racially disparate impacts in Redmond are creating polar experiences for and within communities. Within similar racial/ethnic populations, we can see segments of the community experience the higest end of wealth and housing stability in a similar frequency as there are segments of the community experiencing high barriers.

Given the resultant process and engagement outcomes, the consulting team suggests the following next steps to build on this initial engagement and fortify long-standing relationships.

- Maintain and evolve partnership with Eastside for All to include collaboration on Redmond-specific activities.
- Establish personal contacts with broader community service organizations.
- Identify and invest in City representatives that can maintain consistent visbility, access, and contacts with community.
- Conduct targeted engagement effort to best understand opportunities for population progression into middle-income bands.
- Round out engagement picture by engaging large foreign-born and other non-English dominant speaking communities.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

MIDDLE HOUSING CODE AND POLICY CHANGES REPORT

PURPOSE

The purpose of this section is to recommend middle housing and anti-displacement policies in support of achieving housing goals and implementing HB 1110. The following recommendations aim to address the following grant objectives:

- Identifies local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including Zoning; Disinvestment; Infrastructure
- Identifies and implements policies and regulations to address and begin to undo racially disparate impacts, displacement, and exclusion in housing caused by local policies, plans, and actions;
- Identifies areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments;

SUMMARY OF OPTIONS

This report provides four categories of policy options. The Policy Options are evaluated against each other in the policy evaluation matrix on page 36.

1. Consolidate residential zones to meet new state law and address the housing deficit.
2. Create complete and culturally responsive neighborhoods.
3. Change permitting procedures.
4. Instill equity in housing and through anti-displacement policies.

Where possible, these recommendations balance providing guidance on tools that the City can leverage with the relationship of adjacent but very important approaches to address racial equity and anti-displacement.

The policy options proposed in this document do not provide specific guidance on drafting new development regulations but rather provide a policy framework as well as specific guidance for drafting new development regulations. Furthermore, community discussions and outreach have been led by a community-based organization consultant, Eastside for All.

While these recommendations consider some community input that has been gathered thus far, guidance from this report should be crosswalked with EFA's engagement outputs. **Moreover, we recommend that the City of Redmond engage with community populations as a result of these recommendations to vet ideas and identify priorities prior to implementation.**

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

RECOMMENDATIONS

1. CONSOLIDATE RESIDENTIAL ZONES: POLICY APPROACHES

Redmond is proposing consolidating zones to both increase housing diversity and choices and satisfy HB 1110 middle housing requirements. The zoning changes would combine:

- R-1 through R-8 into a Neighborhood Residential zone
- R-12 through R-30 into a new Neighborhood Multifamily zone

The policy options in this section ask the question, how should these zones be regulated to address the following key issues, in addition to housing supply and state compliance?

- Housing is generally unaffordable for those making less than the area median income (AMI) of $108,600.[25]
- Redmond lacks housing diversity in its types of housing. The majority of Redmond's housing is single-family residential and apartment building types.
- Development regulations limit, and in some cases prohibit, middle housing types. For example, existing R-4 and R-6 zoning requires distance between duplexes.
- Redmond's development patterns and land use regulations make car ownership a de facto requirement in many neighborhoods. Corner stores and small-scale neighborhood commercial opportunities require a neighborhood process and land use changes to be developed in residential zones.

Policy Option 1.A Form-Based Code

Traditional zoning regulations limit types of land use in a zoning district. A form-based code approach allows a variety of different uses in a building or on a property but regulates the built form for conformance with the desired neighborhood scale and design.

This approach would deregulate land uses and instead regulate the building massing and form. Form-Based Codes can be designed and implemented in a variety of ways to achieve community design objectives. For example, Form-Based Codes may require larger buildings to provide setbacks to ensure neighboring structures are not impacted by shade. Or, it may require that the frontage of the building provide transparency and have entrances certain feet from the public right-of-way. The case study, below, describes how a Form-Based Code is applied in Kirkland.

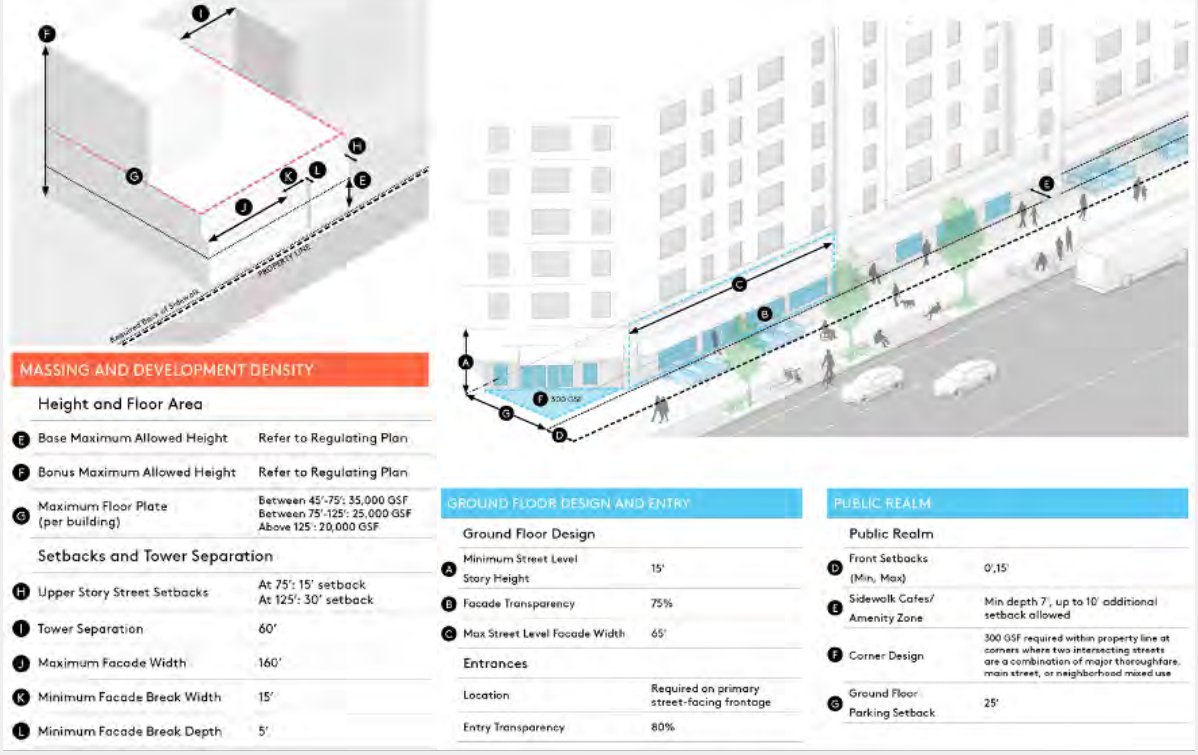
Case Study: Form-Based Code in Kirkland, WA

To support the vision for Sound Transit's regional transit investment (new Bus Rapid Transit Station) in Kirkland for a redeveloped interchange at NE 85th St and I-405, Kirkland adopted a Station Area Plan that holistically aims to leverage and maximize the investment to encourage an equitable, mixed-use, and sustainable transit-oriented community. To support this Plan (first phase), Kirkland adopted a Form-Based Code in 2022 that focuses on *regulating districts,*

[25] City of Redmond, Housing Needs Assessment, 2020.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

frontage types, street types, and districtwide standards. These four complementary elements work together to support the implementation of this vision.



The image on the left shows development standards for commercial mixed-use districts; the image on the right shows frontage standards for retail and active uses.

Regulating districts define primary characteristics of overall building form (e.g. lot parameters, height, and permitted uses). *Frontage types* provide design regulations for private property frontages (e.g. ground floor design, café and amenity zones), the types of which are defined based on street type designation. *Street types* provide a cohesive design direction for improvements to private and public right of way (e.g. sidewalks, road widths, streetscapes). *Districtwide standards* concerning parking, public space, and landscaping requirements (and others) are consistent throughout the regulating districts to support the vision and objectives of the Station Area Plan.[26]

Moreover, the Form-Based Code includes an Incentive Zoning Program, which provides additional development capacity above the allowed base height zoning in exchange for providing amenities with a clear public benefit. Among the list of eligible amenities is affordable housing; more

[26] City of Kirkland, "Form-Based Code for the NE 85th Street Station Area Plan," in Kirkland Zoning Code Chapter 57, (Kirkland: City of Kirkland, 2022).

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

specifically, commercial development contributions (fee-in-lieu) to affordable housing. As part of the second phase of the Station Area Plan, Kirkland is working to finalize affordable housing requirements by Spring 2023 as well as expand on the Form-Based Code.[27]

Pros

- De-regulates use types
- Potential to promote greater mixed uses and complete neighborhoods. By de-regulating uses, property owners and builders have greater flexibility to provide different residential and businesses that would complement each other through a market-based approach.
- Provision of affordable housing is prioritized in the Incentive Zoning Program, which helps to mitigate displacement potential. Also, the Station Area Plan includes a community benefits policy framework, in which maximizing affordable housing options is identified as a priority community benefit.[28]
  Form-Based Code supports other city-wide housing initiatives that aim to address supply and affordability issues (e.g. inclusionary zoning requirements).

Cons

- Could require complex design standards to translate the FBC into approved building design, thereby excluding smaller, locally-owned contractors.
- Unclear of whether community development contributions to affordable housing will be directed to meet the greatest impact for affordability.
- Perhaps there are additional opportunities to expand the list of eligible amenities under the Incentive Zoning Program that further prioritize development of affordable housing as well as other equity considerations.

Policy Option 1.B Deregulation in the consolidated zones.

This option would de-regulate uses and housing types in the consolidated zones, reduce lot size and parking restrictions, and instead set a density level. This is a free market approach, enabling the market to address housing supply issues and allow neighborhood commercial services through permitted use changes. Practically, for Redmond, this would mean allowing more uses in the zones by right. Development would still be regulated through various dimensional standards, parking requirements, and landscaping.

[27] City of Kirkland, "NE 85th Street Station Area Plan," City of Kirkland Washington, 2023, https://www.kirklandwa.gov/Government/Departments/Planning-and-Building/Code-and-Plan-Amendment-Projects/NE-85th-Street-Station-Area-Plan#panel-1-1.

[28] City of Kirkland, "4.0 Community Benefit Strategies," in NE 85th Street Station Area Plan, (Kirkland: City of Kirkland, 2022), 110-111.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Case Study: Reducing Regulations to Encourage Infill in Houston, TX

Houston, Texas, does not have a zoning code. In other words, they do not regulate uses in a traditional permitted use table. However, certain uses are still regulated to mitigate nuisances. For example, junk shops, slaughterhouses, and uses that have impacts to the community are not allowed within certain distances of residential areas and schools. Furthermore, the City still regulates development through a series of ordinances including, but not limited to:

- Subdivision platting, minimum lot sizes, and development
- Parking requirements
- Hazardous uses and tower regulations
- Landscaping and historic preservation

In 1998, the city reduced the minimum lot size from 5,000 square feet to 3,500. With the lack of zoning regulation and the liberalization of lot size restrictions, an estimated 25,000 infill housing units were developed over 20 years.[29]

As a result of this regulatory regime, the city has been able to mitigate increasing housing costs with increasing demands, as supply has better kept pace with demand through infill.[30]

Pros

- Allows greater development flexibility and predictability, encouraging supply.
- Enables the city to regulate potential negative impacts directly through code, rather than indirectly by regulating density and land use.
- By creating more flexibility, more builders will be able to enter the market. This opens the door to a variety of builders serving a diversity of markets, potentially opening the gates for more culturally responsive housing.

Cons

- May not address middle housing directly, as housing development will be driven by the market rather than guided through policy. For example, to maximize profits, housing development may continue to skew towards one- and two-bedroom units to fit more units per square foot.
- While it encourages supply to meet housing demands, which keeps costs lower, it does not guarantee affordability for lower-income earning brackets.

---

[29] Gray, M Nolan, and Adam A Millsap. "Subdividing the Unzoned City: An Analysis of the Causes and Effects of Houston's 1998 Subdivision Reform." *Journal of Planning Education and Research*, 2020.

[30] Hamilton, Emily. "Want More Housing? Ending Single-Family Zoning Won't Do It." *Bloomberg.Com*, July 29, 2020. https://www.bloomberg.com/news/articles/2020-07-29/to-add-housing-zoning-code-reform-is-just-a-start.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- Does not effectively promote and advance racial equity goals.[31] Deregulation alone would not undo racial discriminatory impacts from zoning and land use.

Policy Option 1.C. Zone consolidation

This option consolidates zones to meet the minimum requirements of the new state law on middle housing, HB 1110. Two zones would be created from the existing residential zones: Neighborhood Residential and Neighborhood Multi-Family. This consolidation would simplify zones with fewer changes to the permitted use tables except where necessary to meet state requirements. This would perpetuate existing issues surrounding residential areas of Redmond–lack of affordability and segregated uses that hinder cohesive neighborhoods with diverse services. However, it would be a more moderate change with less staff time to implement.

Pros

- Consistent with the approach of the other zoning designations.
- Less of a change than the other options.
- Encourage more diverse housing stock by allowing new options for developers

Cons

- Does not address inherent shortcomings that accompany a traditional zoning approach with segregated uses. For example, it does not encourage compact, culturally responsive, and resilient neighborhoods that are connected with services. While this addresses compliance with updated state housing law, the opportunity to do a more "complete" update might have to wait for a later date.

Policy Option 1.D. Combination approach.

This option would involve a combination of approaches 1.A through 1.C. For example, Form-Based Code could be applied to arterials or collectors, while a traditional land-use approach with greater flexibility for different types of uses allowed along local streets. The benefit of this approach is that it would harness the strengths of the different options. However, it could create more complexity in how the zoning map is applied instead of having one approach.

Implementation Recommendations

Regardless of the chosen policy path for updating zoning designations, there are a few key recommendations that would apply to any of the above.

- Allow greater density 20-minute walk from downtown. Downtown already has a variety of uses and businesses that could serve nearby residential areas. Encourage more density closer to these services.

[31] Qian, Zhu. "Shaping Urban Form without Zoning: A Case Study of Houston," 2009. https://oaktrust.library.tamu.edu/handle/1969.1/ETD-TAMU-3253.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- Parking requirements increase the costs of residential development. Consider reductions in required on-site parking wherever feasible.
- Allow greater flexibility in the permitted use tables in the consolidated zones. Currently, the tables prohibit certain use types in residential zones (see Table 21.04.030A above). These limitations result in segregated uses and increased car dependency. Notable categories are food-related retail and commercial uses, postal services, and neighborhood-scale medical offices and clinics. Without allowing more mixed uses and with increased housing capacity, Redmond's neighborhoods will continue to seem disjointed and lack overall cohesion. Additionally, it would increase pressure to drive to these services in other zones, increasing traffic volumes and parking demand.

2. Create Complete And Culturally Responsive Neighborhoods

Exclusive single-family development and zoning have been used to exclude Black, Indigenous, and people of color from housing opportunities.[32] To address this racist legacy, this report provides options to create more "complete neighborhoods" that are more culturally responsive and resilient to allow more small business opportunities. Providing more flexibility in allowable uses in exclusively residential neighborhoods has the potential to encourage small-scale businesses, cultural institutions, and income-generating opportunities to reduce both residential and business displacement pressures.

The options in this section should be considered as complements to the policy path chosen in *Section 1, Consolidate Residential Zones*. Currently, Redmond's residential subdivisions face inward and away from each other, hindering a cohesive public realm.

Policy Option 2.A Allow more Retail and Commercial Uses by Right in Residential Neighborhoods

Currently, retail sales are not permitted in residential zones (See RZC Table 21.04.030A below). While the City of Redmond allows these uses in Neighborhood Commercial zones, or "nodes," neighborhoods or developers would need to petition for a zoning change to obtain more flexibility. Allowing small-scale, corner-store retail in residential zones by right could provide more opportunities for goods and services in residential zones with fewer restrictions to start up such an endeavor. Impacts from commercial uses could be effectively mitigated by the scale of the use. For example, a small corner or convenience store could be allowed, but a larger grocery store would not be.

[32] Rothstein, Richard. The Color of Law: A Forgotten History of How Our Government Segregated America. Reprint edition. New York London: Norton, 2018.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Table 21.04.030A
Comprehensive Allowed Uses Chart: Residential Zones[1, 2]

Online Users: Click on District Abbreviation to View Map -->	UR	RA5	R1	R3	R4, R5	R6	R8	RIN	R12, R18, R20, R30	MDD3	NDD1
General Sales or Service											
Retail sales	N	N	N	N	N	N	N	N	N	N	N
Marijuana retail sales	N	N	N	N	N	N	N	N	N	N	N
Business and service	N	N	N	N	N	N	N	N	N	N	N
Food and beverage	N	N	N	N	N	N	N	N	N	N	N

Policy Option 2.B Amend the Home Business Code to allow garage businesses or Accessory Commercial Units (ACUs), where feasible.

Redmond's Home Business Code allows for businesses within residential areas. These can include anything from a local music teacher to a family day care facility. This policy option would amend the code to allow garages to be converted into small-scale commercial and retail opportunities for the neighborhood.

Because Home Businesses are required to be virtually invisible in the context of the residential neighborhood, certain commercial uses are not feasible. For example, Redmond's Zoning I Code states:

> **RZC 21.08.340.C.6 - Maintaining Residential Character.** The business shall be conducted in a manner which is consistent with the residential use in the zone where it is located. Alterations and operations that have potential to impact residential uses include but are not limited to exterior alteration of the property, expansion of parking, construction, creation of a separate entrance, the use of color, materials, lighting, signs (other than on the applicant's vehicle), exterior storage of materials, goods or merchandise, or by the emission of sound, electric interference, vibration, dust, glare, heat, smoke, odors or liquids.
>
> This standard means a small-scale, neighborhood cafe would not be allowed to display a sign to list beverages. Relaxing these standards to allow greater flexibility would enable opportunities for small-scale commercial opportunities and local business development.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

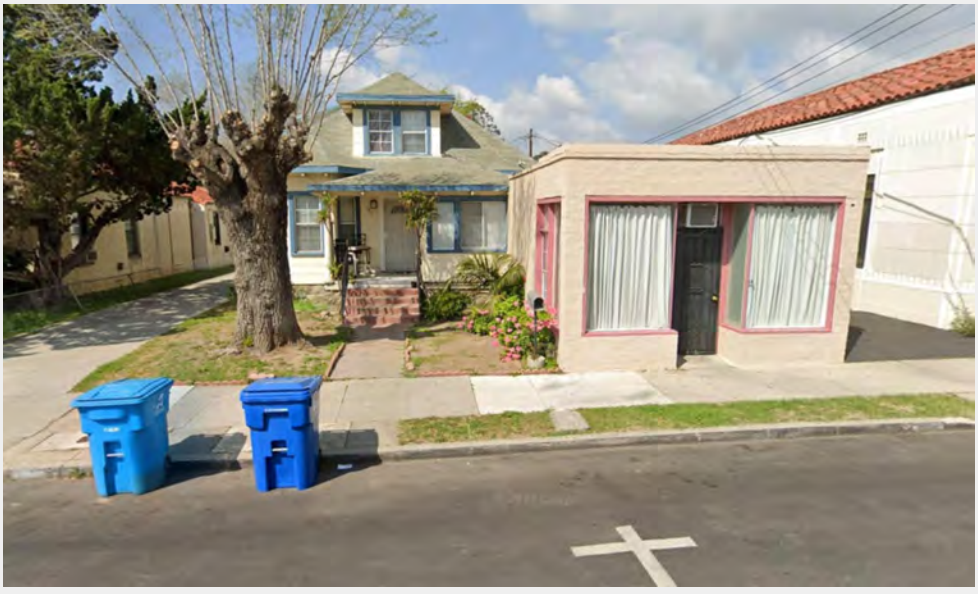
Specifically, to allow this, the Home Business code would be amended to provide an exception to on-site parking requirements for home business (RMC 21.08.340.C.9). To mitigate any impacts—such as street parking impact—the City may include the following conditions for approval:

- Parking is currently provided in a garage;
- On-street parking is already available; and
  The garage is converted into a home business/corner store.

As an alternative to updating the Home Business code, a separate use could be created to allow "Accessory Commercial Units" (ACUs). An ACU would be similar to an Accessory Dwelling Unit (ADU), except it would serve a commercial use rather than a residential one.

Case Study: Allowing Accessory Commercial Units (ACUs)

Accessory Commercial Units (ACUs) provide opportunities for locally sourced economic development. They can provide opportunities for a neighborhood cafe, salon, or deli in a neighborhood where residents would otherwise have to travel further to for services. Not only do they provide an opportunity to enable small, neighborhood-scale commercial opportunities, but they also reduce the barriers to entry for new local businesses. A prospective business owner or entrepreneur could pilot their business out of their own home, without needing to sign a lease for a retail storefront.



[Image source: Google Maps] An ACU salon space in Santa Paula, CA

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

3. Change Permitting Procedures

To support housing production, these policy options would make it easier to permit housing. The policy options in this section consider the following key issues:

- Permitting process is currently slow. This prevents additional housing units from being added, contributing to housing deficits.
- Development currently favors larger mixed-use and multi-family construction, providing development opportunities for a small number of larger developers.
- Local, smaller developers could benefit from regulations and procedures that allow for smaller, simpler construction techniques. Opening the door to a larger pool of developers could allow developers to build for their target markets, leading to housing development that is more culturally responsive to the needs of broader communities.
- Current zoning requirements set up inconsistencies between densities allowed via attached dwelling units and the density restrictions set by the underlying zone. Internal inconsistencies of this kind are not easy for local developers to understand and navigate.
- Adoption of new Washington State legislation in 2023 has opened up new opportunities for accessory dwelling units.

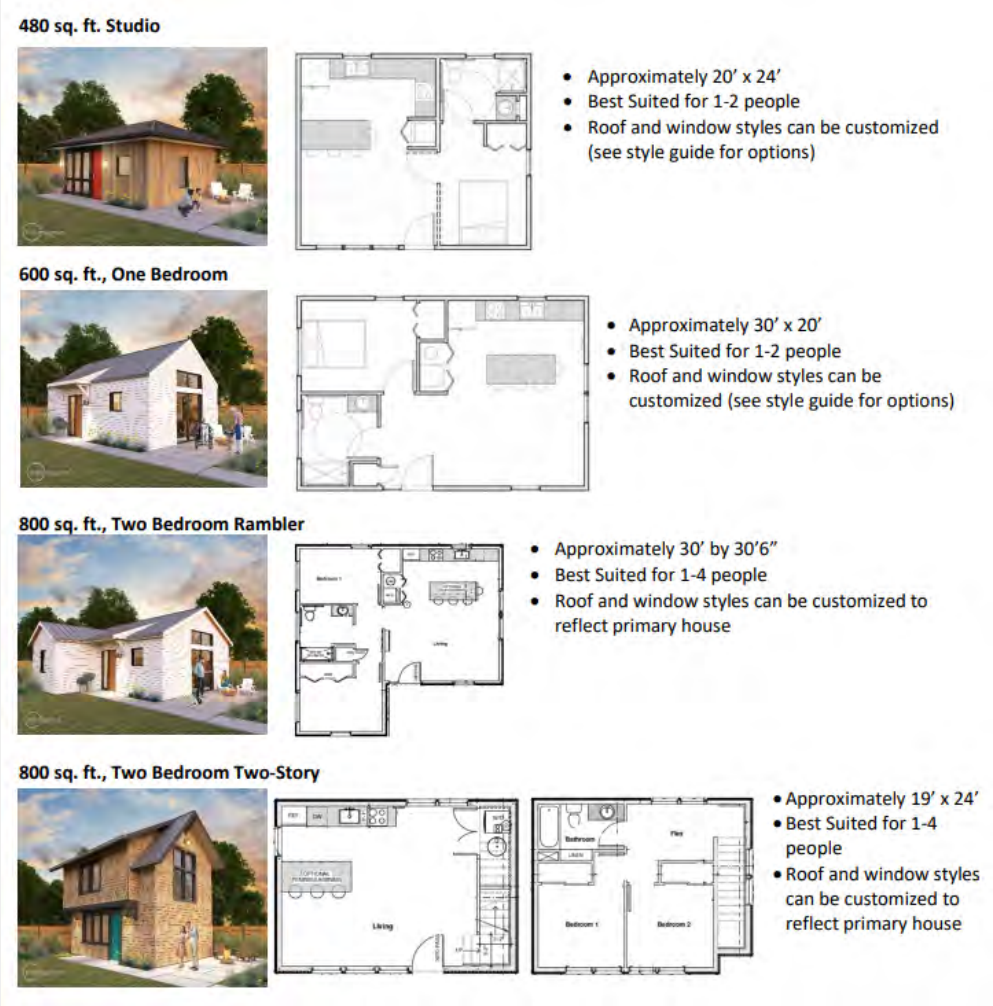
Policy Option 3.A: Pre-approve ADU designs (pilot program)

Pre-approved designs for accessory dwelling units (ADUs) can reduce permit approval times and save on construction costs. Coordination with community-based organizations could provide insight into culturally appropriate design considerations. The City could test a few designs and site parameters through a pilot program.

Case Study: Pre-Approved ADU Plans in the Cities of Olympia, Lacey, and Tumwater

These cities have pre-approved four ADU plans that are compliant with building health and safety codes. A variety of design finishing choices are available so that homeowners can match design elements of the ADU to those of the primary residence. The size of the pre-approved ADUs range from about 480 to 800 square feet, appropriate for occupancy of between one and four people.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990



[Image source: City of Olympia] Examples from the City's pre-approved design handout.

Pros

- Allows greater development flexibility and predictability, encouraging supply.
- By reducing costs and process barriers, more builders may be able to enter the market.
- Lower construction costs can lead to lower housing costs.
- This style of ADU may not directly address Redmond's need for family housing, but ADU's might provide additional flexibility for Redmond populations to age in place, vacating larger, affordable homes if they can make the move to smaller ones in the same community.
- Pre-approved designs could be provided as guides to support development regulations, rather than being directly codified, allowing the guides to be more easily updated over time.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Cons

- Pre-approved designs may or not be feasible, based on a lot's specific dimensions. While providing a variety of options could mitigate this, it may not resolve all issues of a site's condition.
- If pre-approved designs are codified, the development community has expressed concern that "unmarketable" designs could remain in the code longer than desirable. If trends in housing shift, pre-approved designs could lag consumer choice and become less profitable over time if they don't sell as quickly as custom designed ADUs.

Policy Option 3.B: Reduce permit times and design standards for middle and multi-family housing

This option includes revising design standards to both become compliant with HB 1293, as well as expand revisions to ensure that middle and multifamily housing developments do not face greater burdens in design review. Design review can add both time and cost to development.

Case Study: Washington State House Bill 1293

This is a new state law that was passed by the Washington State legislature in 2023. The law states that design requirements must be "clear and objective" for review of building exteriors. It also prohibits jurisdictions from requiring more than one public meeting for design review purposes.

4. Instill Equity in Housing and through Anti-Displacement Policies

Reducing displacement pressures involves two key elements:

- Preserve and enhance opportunities for community members to remain in the city. This can be accomplished by providing financial incentives or by preserving the existing affordable housing stock .
- Ensure inclusive and consistent outreach and engagement. Direct and inclusive outreach can connect community members at risk of displacement to programs that reduce displacement pressure. Additionally, it is impossible for the City to anticipate all displacement pressures at once. Providing the community a voice in policy would be more effective at reducing displacement risk by providing resources that best meet community needs.

Policy Option 4.A: Increase Diversity, Equity, and Inclusion Outreach Capacity.

The City of Redmond has one position for a Diversity, Equity, and Inclusion (DEI) Manager. However, one position does not encourage continuity of services and coordination between the city and community. Much of the benefits from such a role comes out of long-term relationship building. Having more staff to do this work would ensure resilience of service if there is staff turnover.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Moreover, a *trusted advocate* model honors the ability and knowledge of leaders from a wide spectrum of cultural, ethnic, and racial identities and experiences, including immigrant and refugee communities, as experts on what their community needs to thrive. Trusted advocate programs are most successful when overlapped with civic education, leadership, workforce development, and capacity building. Such programs should be compensated and have been known as Community Liaisons or Community Consultants.

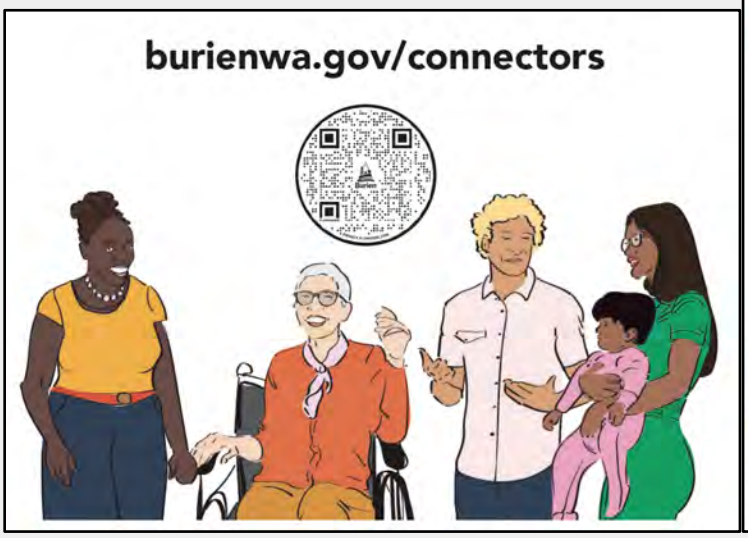
Through such an initiative the City of Redmond can maximize on the multi-pronged approach necessary to address racial disparities, elevate community invovlement, and tackle housing affordability together. This approach can serve to better evaluate and produce new policies and regulations targeted at anti-displacement whether through middle housing, or other means.

Case Study: Community Connectors Program in Burien, WA

The Burien Community Connectors program works with trusted leaders from Burien’s diverse communities to connect more people to civic planning processes. In the first cohort, Connectors from Spanish, Amharic and Vietnamese communities were recruited to the program. Burien’s Community Connectors are compensated and work with City staff to advise on engagement plans and program development, conduct outreach and engagement, create events, interact with ethnic media and other community media outlets, provide interpretation, and translate materials as needed.

The benefits of a trusted advocate model like the Community Connectors program is that it allows the City to build stronger relationships with non-English speaking communities connecting them to resources and gathering information on how City programs impact their communities.

In Burien, the Community Connectors program launched in tandem with the promotion of the City's “Shape Your City” engagement campaign tied to updates to the Comprehensive Plan, a new Transportation Master Plan, and an update to the Parks, Recreation and Open Space Plan.



Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Highly visible and graphic communication materials are used in Burien to request applicants for recruitment and promote its connectors.

Policy Option 4.B: Expand funding and opportunities for Community Land Trusts (CLTs) to be implemented

Land costs are one of the most expensive items for providing housing. For example, a senior household living in a small, single-family residence could be displaced as property taxes increase due to land costs, while the home itself depreciates. Or a younger household looking to purchase a home but cannot due to high land costs may need to look to other cities. CLTs can be particularly valuable in preserving existing affordable housing stock by controlling the land in perpetuity.

Controlling these costs by acquiring the land through a non-profit ownership structure can substantially increase affordability and reduce displacement pressures. ARCH has an existing Housing Trust Fund that targets incomes 80% or less Area median Income (AMI). However, demand for this program has outstripped funding. ARCH estimates that they will receive $21 million in funding requests for potential pipeline projects over the next three years. However, the program only has around $3 million budgeted to go towards such projects.

Policy Option 4.C: Explore a Guaranteed Basic Income program for Redmond residents based on housing cost burden.

Economic inequality has risen across the U.S.[33] Rising housing costs have only exacerbated these differences. This approach aims to reduce these burdens for Redmond residents by addressing the source issue–the lack of financial resources to afford housing. While housing vouchers address some of these gaps, despite illegality, housing discrimination still occurs for voucher holders.[34] Providing payments could resolve this issue. Furthermore, providing direct funding for housing could prevent further displacement of Redmond residents struggling to afford to live and work in the city--considering affordability is a key issue identified through outreach efforts, providing funding to reduce these burdens may have a direct impact in reducing displacement pressures.

However, such a program would be a change in approach from existing city programs and may involve tradeoffs and startup costs to best implement. Additionally, providing such assistance does not alleviate housing cost increases due to insufficient supply.

---

[33] Mitchell, Travis. "Trends in Income and Wealth Inequality." Pew Research Center's Social & Demographic Trends Project, January 9, 2020. https://www.pewresearch.org/social-trends/2020/01/09/trends-in-income-and-wealth-inequality/.

[34] Vesoulis, Abby. "How Housing Voucher Programs Can Hurt the Low-Income Families They're Designed to Help." *Time*, February 20, 2020. https://time.com/5783945/housing-vouchers-discrimination/.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Case Study: Growing Resilience in Tacoma

The City of Tacoma is currently piloting a Guaranteed Basic Income Program. While the complete impact assessment is not going to be completed until summer 2024, preliminary results have shown that 23% of the payments were spent on food and groceries and 12% on housing costs. For one such participant, the "dream of buying a house she can one day pass down to her grandson finally feels achievable."[35] Given housing stability and intergenerational wealth is often tied with homeownership, the implications of this impact could extend beyond the life of the pilot program.

Policy Options 4.D and 4.E: Continue and expand the Inclusionary Zoning and Multifamily Property Tax Exemption (MFTE) programs.

The City's Housing Action Plan recommended expanding and improving both the MFTE and Inclusionary Zoning programs to increase housing production. Particular recommendations noted in the Action plan were to expand the areas where MFTE could be used in the city. With the consolidation of zones to allow more diverse housing types and options, ensuring that the MFTE program expands alongside will help ensure that new housing is not only built, but is affordable.

Policy Options 4.D and 4.E: Continue and expand the Inclusionary Zoning and Multifamily Property Tax Exemption (MFTE) programs.

The City's Housing Action Plan recommended expanding and improving both the MFTE and Inclusionary Zoning programs to increase housing production. Recommendations noted in the Action Plan were to expand the areas where MFTE could be used in the city. With the consolidation of zones to allow more diverse housing types and options, ensuring that the MFTE program expands alongside will help ensure that new housing is not only built but is affordable.

Policy Option 4.F Support Homeownership Programs for Wealth Generation and Equity

Homeownership is important to generating wealth. However, racial disparities in ownership persist throughout the country.[36] Reducing these disparities through both existing programs and expanding opportunities with increases in middle housing supply has the potential to reduce such disparities and displacement pressures among Black and Indigenous and other communities of color in Redmond. ARCH conducts a Downpayment Assistance Loan Program that should be supported and continued to this effect. Additionally, with the passage of HB 1110 HB 1337 and the implications for more housing supply and ownership opportunities, this report recommends pursuing incentives to encourage affordable homeownership opportunities to this effect. Specifically,

[35] Yoon-Hendricks, Alexandra. "How Tacoma's Yearlong Guaranteed Income Experiment Fared." The Seattle Times, January 5, 2023. https://www.seattletimes.com/seattle-news/how-tacomas-yearlong-guaranteed-income-experiment-fared/.

[36] Snowden, Brandi. "Racial Disparities in Homeownership Rates." National Association of Realtors, March 3, 2022. https://www.nar.realtor/blogs/economists-outlook/racial-disparities-in-homeownership-rates.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- Provide incentives for middle housing applications that guarantee affordable homeownership opportunities. For example, if an ADU or duplex development guarantees that the unit will be guaranteed affordable, the city will fast track the proposal or provide financial relief. Affordability could be guaranteed through covenants. Coordinate with ARCH on presiding and facilitating such sales and covenants.
- Pursue and explore incentives and grant and funding opportunities to expand downpayment assistance programs.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

POLICY ANALYSIS TABLE

METHODS

Evaluation Criteria

To evaluate potential impact of the policy options and recommendations, this report uses a multi-criteria evaluation method. Criteria were selected based on the grant objectives and city and community input. The criteria are:

- **Reduced racially disparate impacts**. Selected based on grant objectives.
- **Fosters middle housing supply**. Selected based on grant objectives.
- **Increases housing affordability**. This criterion acknowledges that while increasing housing supply can impact affordability in the long term, just allowing more housing types and supply does not inevitably mean that new units will be more affordable.
- **Encourages complete, culturally responsive neighborhoods**. Complete neighborhoods encourage a variety of uses. Ensuring that neighborhoods are connected to services can encourage more culturally responsive institutions and businesses in zones modeled after exclusionary principles.
- **Evidence of impact**. Has this policy option been implemented before? Is it the best practice option for the issues at hand?
- **Policy complexity**. How easy would the policy be to implement? Are there significant trade-offs?

Scoring

The policy options are evaluated against one another in the following matrix using a three-tiered system: low, moderate, and high potential impact. The scores are informed by both case studies, historical impact and precedent, and how relevant the policy option is to address the underlying key issues affecting the criterion.

- **Low** impact. The policy will likely have a low positive impact on achieving the criterion objective. For example, for the racially disparate impact criterion, if an aspect of the policy has shown that similar policies have ignored addressing displacement pressures, it would receive a low score.
- **Moderate** potential impact. The policy will likely have a moderately positive impact on meeting the criterion.
- **High** potential impact. The policy will likely have a high positive impact towards or plays a vital role in, meeting the criterion.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

POLICY ANALYSIS TABLE

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
1. Consolidate SF Zones into one R8 Zone							
1.A	Form-Based Code Approach	**Moderate.** Allowing more diverse uses does not undo past injustices. However, it does facilitate other solutions to ensure greater inclusion and equity in housing.	**High.** By regulating form and not uses and density, more housing types would be allowed.	**Low**. While increasing potential for greater housing supply would reduce housing costs in the long run, it does not guarantee affordable housing in the short term.	**High.** A Form-Based approach would provide specific regulations on the size and locations of development to encourage a more cohesive and connected public realm.	**High.** Form-Based Codes have been implemented in various US communities since 1982.	**Moderate.** Redmond would need to identify what form elements they would want to regulate and how form design standards can mitigate any foreseen impacts from the change.
1.B	De-regulatory Approach	**Moderate.** Removing zoning restrictions does not undo past injustices.	**Moderate**. Allowing more flexibility to build different types of housing could	**Low**. While increasing potential for greater housing supply would	**Moderate.** While this approach would allow greater uses and flexibility in	**Moderate**. While shown effective in Houston to encourage housing supply to	**Moderate**. While this approach would mean loosening restrictions and

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
		However, it does facilitate other solutions to ensure greater inclusion and equity in housing.	support middle housing production.	reduce housing costs in the long run, it does not guarantee affordable housing in the short-term.	neighborhoods to establish local retail opportunities within shorter distances, without regulation walkability may not be addressed.	meet demand, it has not been widely used in other places.	red tape, it would also mean accounting for unforeseen consequences of the change. For example, would deregulation mean greater commercial capacity and result in fewer housing units?
1.C	Zoning consolidation	**Low**. Regulating land uses has historically had little impact on addressing racially disparate zoning practices.	**High**. Redmond currently does not have a large supply of middle housing types due to lack of permission in code. Allowing	**Low**. Existing land use regulations have not been able to adjust fast enough for Redmond to accommodate the housing supply	**Low.** The current approach to regulating uses has proven inadequate to encourage complete neighborhoods. As	**Low.** This regulatory framework separates uses and constraints housing supplies.	**High.** This policy option would require the least amount of planning to implement.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
			middle housing types by right is a vital step before any supply can be added.	demanded. This has contributed to increasing housing unaffordability in the city.	a result, subdivisions appear disjoined from one another. Neighborhoods lack walkability and nearby services/retail to support them		
1.D	Combination approach. For example, FBC on arterials and main corridors, with a more relaxed land use based approach on local streets.	**Moderate.** Removing zoning restrictions does not undo past injustices. However, it does facilitate other solutions to ensure greater inclusion and equity in housing.	**High.** This change would target providing greater flexibility for middle housing types.	**Moderate.** This approach could focus on ensuring lower barriers to housing affordability and lower cost production through streamlined development regulations.	**High.** This approach could use Form-Based Approaches and overlays to target walkability, connectivity, and complete neighborhoods	**High**. Many existing Form-Based approaches do not apply to whole areas of a city, but rather certain places where it has been identified to be most effective.	**Moderate.** This approach could reduce the burden of implementation by accounting for existing practices, while providing flexibility and design standards in others. However, designing the

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
							program would involve staff efforts to draft the best mix of policy approaches.
2. Create complete neighborhoods							
2.A	Allow more Retail and Commercial Uses by Right in Residential Neighborhoods	**Moderate**: Could open pathways for neighborhood patterns that are more culturally responsive.	NA	**Moderate**: Allowing a property to provide housing in addition to family income generation could assist with affordability and reduce residential and business displacement pressures.	**High.** Allowing scale-appropriate commercial opportunities in residential zones reduces the need for residents to travel longer distances to purchase everyday items or essential services.	**High**. Allowing small-scale commercial opportunities in residential areas is a long standing practice, both in the US in older neighborhoods and internationally.	**High**. This change would involve amending the permitted land use tables to allow more uses in residential zones.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
2.B	Amend the Home Business Code to allow garage businesses or Accessory Commercial Units (ACUs), where feasible.	**Moderate.** Allowing greater flexibility may reduce displacement pressures by allowing economic development opportunities for those wishing to start a business, by reducing overhead costs by seeding those businesses in current residences.	NA	NA	**High.** Allowing a greater mix of uses encourages more "third places", making residential neighborhoods	**Moderate.** Garage businesses and Accessory Commercial Units have been implemented in both Seattle and Portland. Seattle made it easier for garage businesses to run in response to the pandemic to encourage local businesses and reduce displacement	**Moderate.** This policy would be implemented similar to an ADU program, however for commercial uses. However, considering curb and on-site parking requirements to ensure feasibility would involve some impact analysis.
3. Change the Permitting Process							

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
3.A	Pre-approved ADU designs (pilot program)	**Low**. New construction is unlikely to be affordable. Pre-approved designs may not be directly responsive to cultural needs.	**Low**. Pre-approved designs (or a test pilot program) will likely need to be smaller scale and less complex than what might typically be considered middle housing.	**Low**. Even if time can be shaved from the design process, new ADU construction is unlikely to be affordable in the short term. It could allow for faster ADU development, which would chip at overall housing deficits	**Low.** An increase in ADUs would diversify housing options in each neighborhood.	**Low.**. Pre-approved ADU programs are relatively new, thus evidence of impact is as yet undetermined. However, they have been implemented in other cities from Olympia/Lacey, Seattle, Eugene and Bend, OR.	**Moderate**. The city would need to fund architects and coordinate with them to design ADUs that would work for various, "typical" neighborhoods in Redmond.
3.B	Reduce permit times and design standards for middle and	**Moderate.** Allowing middle and multi-family housing to be built faster will not	**High**. Developers who want to build middle and multi-family housing could benefit from	**Moderate**. Faster permitting times could result in some increased affordability.	**Moderate.** An increase in middle and multi-family housing would diversify housing	**High**. Cities with fewer permit requirements and design standards tend to have	**Moderate**. While some design standards and processes need to be streamlined

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
	multi-family housing	undo past injustices. However, it does facilitate other solutions to ensure greater inclusion and equity in housing.	inside guidance and reduced permit times.	Mostly, however, new construction is unlikely to be affordable in the short term.	options in each neighborhood.	greater housing production	per updated state law (HB 1293), ensuring that design processes are optimized to provide both oversight and ease of use may take code testing and trial and error.
4. Instill Equity in Housing and through Anti-Displacement Policies							
4.A	Expand the Community Liaison/DEI Staff Program	**High.** Providing more staff connections directly to the community increases representation in decisions and city	NA	**Moderate.** Staff could play an active role in providing resources to community	NA	**High.** This program has been effective in bridging the gap between community voices	**High.** This would expand an existing program.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
		processes. This results in more inclusive processes.		members facing housing burdens.		and city staff and processes	
4.B	Expand funding and opportunities for Community Land Trusts (CLTs) to be implemented	**Moderate**. CLTs can be programmed to alleviate racially disparate impacts in housing. However, it can be dependent on the program's design and implementation. For example, some CLT's focus on housing for seniors.	NA. CLTs can be designed for various housing typologies.	**High**. Controlling for the cost of land can have a high impact in maintaining housing affordability.	NA	**High**. CLTs have been a proven to be effective in both preserving existing affordable housing and expanding affordable ownership opportunities	**High**. This would expand an existing program.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
4.C	Explore a Guaranteed Basic Income program for Redmond residents based on housing cost burden.	**High.** Addresses racially disparate impacts by providing financial tools to reduce economic inequity by race for residents who are in Redmond. (Would not be able to assist those who have already been displaced from Redmond)	NA	**High.** High land values and increasing housing costs have made it unaffordable for many of Redmond's workers to afford to live in the city. A UBI would directly address the key issue of inadequate funds to afford housing.	NA	**Low**. While there have been UBI pilot programs and studies, there has not been a program with long-term implementation.	**Low**. This program would involve creating a funding mechanism and completing a study to ensure the benefit would be sufficient enough to address the problems.
4.D	Continue and expand the Inclusionary Zoning Program	**Moderate**. IZ programs have potential to reduce displacement pressures.	NA	**High.** IZ programs require a certain number of units to be affordable, or by providing a fee to support	NA	**Moderate.** IZ programs are known to be effective in providing support for different	**High**. This would expand an existing program.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
				affordable housing		incomes. It can also encourages mixes of incomes in one residential building rather than increasing housing segregation by income. However, fee-in-lieu can sometimes result in paying the fee rather than supplying the housing	
4.E	Continue and expand the City's Multifamily Property Tax Exemption (MFTE) program	**Moderate**. MFTE programs could reduce racially disparate housing burdens and reduce	NA	**High.** MFTE programs are known to be effective in providing support	NA	**High.** MFTE programs are known to be effective in providing support for different	**High**. This would expand an existing program.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
		displacement pressure. However, since it is a race-neutral program, it does not immediately address wealth distribution imp		for different incomes.		incomes. It can also encourages mixes of incomes in one residential building rather than increasing housing segregation by income	
4.F	Support Homeownership Programs for Wealth Generation and Equity	**High**. Providing homeownership assistance can reduce the racial gaps in homeownership.	NA	**Moderate**. Reduce the burdens of entry for homeownership increases affordability. However, homeownership can provide other barriers to affordability	NA	**Moderate**. This would be an expansion of existing programs while programming new ones to target homeownership opportunities through middle housing.	**Moderate**. This would be an expansion of existing programs while programming new ones to target homeownership opportunities through middle housing.

Certificate Of Completion

Envelope Id: 92D430AF-F133-4247-9071-7130D2014990
Status: Completed
Subject: RFP 10885-25 Business District Feasibility and Formation, Closing 12/8/2025 @ 2:00PM PST
Source Envelope:
Document Pages: 103
Signatures: 1
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
DocuSign Purchasing
15670 Ne 85th St
Redmond, WA 98052
docusignpurchasing@redmond.gov
IP Address: 104.36.45.235

Record Tracking

Status: Original
12/8/2025 1:15:04 PM
Holder: DocuSign Purchasing
docusignpurchasing@redmond.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Redmond, WA
Location: Docusign

Signer Events	Signature	Timestamp
Noel Frame noel@uncommonbridges.com Managing Partner Uncommon Bridges Security Level: Email, Account Authentication (None)	Signed by: Noel Frame A392F9FC52A24D8... Signature Adoption: Pre-selected Style Using IP Address: 104.36.45.235	Sent: 12/8/2025 1:15:05 PM Viewed: 12/8/2025 1:16:52 PM Signed: 12/8/2025 1:30:12 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Secure Bids SecureBids@Redmond.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 204.152.61.20	Sent: 12/8/2025 1:30:17 PM Viewed: 12/8/2025 2:04:55 PM Signed: 12/8/2025 2:05:02 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/8/2025 1:15:05 PM
Certified Delivered	Security Checked	12/8/2025 2:04:55 PM
Signing Complete	Security Checked	12/8/2025 2:05:02 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	12/8/2025 2:05:02 PM

Payment Events	Status	Timestamps

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 2/3/2026
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-066
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Public Works	Shailee Jain	Senior Project Manager
Public Works	Jeff Thompson	Senior Engineer
Public Works	Chris Stenger	Deputy Public Works Director
Public Works	Steve Gibbs	Engineering Manager

TITLE:
Approve Consultant Agreement with BHC for the Viewpoint AC Watermain Replacement Project

OVERVIEW STATEMENT:
Public Works is requesting approval of the consultant agreement with BHC in the amount of $1,200,000. This agreement is for design services for the Viewpoint AC Watermain Project, which will replace aging asbestos concrete water pipes, structurally deficient stormwater pipes, and upgrade ADA ramps within the project area.

Staff is seeking authorization to negotiate and acquire property rights for the project as needed.

Public Works is also requesting Council increase the total funding for this project from $10,555,742 to $12,619,684. This increase of $2,063,942 is for the replacement of deficient stormwater pipe in the same area as the water pipes that will be replaced. Combining the water pipe and stormwater pipe replacements into one project limits impact to residents and the travelling public and saves taxpayers due to efficiencies of combining the water and stormwater work into one construction site.

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

REQUESTED ACTION:

☐ **Receive Information** ☒ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Utilities Strategic Plan
  Stormwater Plan
  Water Systems Plan

Capital Investment Program

- **Required:**
  Council approval is required to award an Architectural and Engineering Services agreement that exceeds $50,000 (2018 City Resolution 1503).

  Council approval is needed for real property transactions per RCW 35.A11.010
- **Council Request:**
  N/A
- **Other Key Facts:**
  Request for proposals advertised in October and November of 2025, proposals received, and evaluation of most qualified completed. BHC Consultants LLC is selected as the most qualified design consultant.

OUTCOMES:

The Viewpoint Watermain Pipe Replacement Project will replace approximately 6,000 feet of existing asbestos cement waterline that is more than 50 years old, undersized for current fire flow requirements, and prone to failure. The existing waterline has experienced numerous breaks that have resulted in flooding and damage to private property. The new waterline will be sized to meet current fire flow standards and is intended to eliminate waterline breaks within the area served. The project also includes replacement of approximately 1,400 feet of stormwater pipe with poor structural condition ratings within the project limits. ADA curb ramps within the project area will be upgraded to meet current accessibility standards. A project map is included in the consultant scope in Attachment C.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Public Works will work with Communications to inform local residents and Audubon Elementary School about the project and minimize impacts and disruption. See Attachment B.
- **Outreach Methods and Results:**
  To be determined
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
$1,200,000

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

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
Public Works is requesting an additional $2,063,942 to complete the project. The additional funding is available due to recent cancellations of other stormwater CIP projects.

Funding source(s):
Water CIP, Stormwater CIP, EPA Grant.

Budget/Funding Constraints:
None

☐ **Additional budget details attached.**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/3/2026	Business Meeting	Approve

Time Constraints:
None

ANTICIPATED RESULT IF NOT APPROVED:
Not approving the design contract affects the anticipated city project timeline for construction and the completion of this project would be delayed according to CIP budget documents.

ATTACHMENTS:
Attachment A: CIP Project Information Sheet
Attachment B: Additional Project Information
Attachment C: BHC Consultant Agreement

CIP Project Information Sheet

Project Name: Viewpoint Asbestos Cement Watermain Replacement

Project Status: Existing - Revised
Functional Area(s): Water
Relevant Plan(s): Water System Plan
Neighborhood: Idylwood

Time Frame: 2025-2029
Budget Priority: Healthy and Sustainable
Citywide Rank: 58
Functional Area Priority High

Location: Viewpoint North: 177th Ave NE, NE 34th St, NE 33rd St, 179th Ave NE, and 180th Ave NE
Viewpoint South: NE 33rd Pl, 177th Ave NE, NE 31st Pl, NE 30th Pl, and 176th Ct NE

Description:
Remove 6,200 feet of asbestos cement watermain that is at the end of its life cycle and replace it with ductile iron pipe and new services in a the Viewpoint neighborhood.

Anticipated Outcomes: ***Primary:*** Upgrade/Enhancement ***Secondary:***
Reduce risk of property damage, temporary loss of water service, and fire protection due to watermain breaks.

Request: ***Primary Reason(s):*** Budget Process, Scope Change
Additional scope: Replace approximately 1,400 LF of Stormwater Pipe at various locations within the project limits.

Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	$4,407,000								$4,407,000
Approved Changes	-$4,407,000	$431,047	$690,346	$637,793	$2,500,578	$1,292,061			$1,144,825
Current Approved Budget		**$431,047**	**$690,346**	**$637,793**	**$2,500,578**	**$1,292,061**			**$5,551,825**
Proposed New Budget		**$359,689**	**$1,712,025**	**$1,605,583**	**$4,324,737**	**$4,617,650**			**$12,619,684**
Proposed changes due to	X Scope Change		__ Schedule Change		X Budget Change				

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)		$359,689	$238,340						**$598,029**
Right of Way			$184,987	$180,380					**$365,367**
Design (31-100%)			$504,682	$831,875	$414,082				**$1,750,639**
Construction					$2,960,271	$3,690,714			**$6,650,985**
Contingency			$784,015	$593,327	$950,384	$926,936			**$3,254,663**
Total		**$359,689**	**$1,712,025**	**$1,605,583**	**$4,324,737**	**$4,617,650**			**$12,619,684**

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

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Water CIP		$9,595,990		$9,595,990
Stormwater CIP		$2,063,942		$2,063,942
EPA Grant		$959,752		$959,752
Total		**$12,619,684**		**$12,619,684**

Attachment B – Additional Project Information

Viewpoint AC Watermain Replacement

Project Discussion

The project will replace approximately 6,000 linear feet of aging asbestos cement water pipes and structurally deficient stormwater pipes in the Viewpoint neighborhood. The work includes installing new ductile iron water mains, replacing 1,400 linear feet of structurally deficient stormwater pipe, replacing 110 water services, adding 10 fire hydrants, and improving ADA curb ramps within the project limits. These improvements will reduce the risk of watermain failures, enhance fire protection, and ensure compliance with accessibility standards.

Originally approved as two separate phases in the current CIP, the Viewpoint AC Watermain Replacement Project now combines both phases and adds stormwater improvements within the project limits. The phases were merged and scope updated to improve efficiency and minimize neighborhood disruption by avoiding multiple construction projects. The combined AC Watermain phases are approved in the current CIP, but the stormwater replacements are not, and additional funds are sought to complete those improvements along with the watermain replacements.

Project work will include coordination of other design efforts in the project vicinity including the King County Lake Hills Trunk Sewer Replacement Project.

Project-Related Community/Stakeholder Outreach

Staff will implement an outreach plan to keep residents and Audubon Elementary School informed and minimize disruption during design and construction. This includes providing neighborhood/school notifications before site investigations and construction, coordinating right-of-entry for survey and geotechnical work, and hosting on-site meetings with property owners to review easement needs. Staff will also share project updates through the City website and respond to inquiries to ensure transparency and maintain community trust throughout the project.

Budget Summary

Item	Current CIP approved Funds	Requested Additional Funds	Total
AC Watermain Replacement Phase 1	$5,551,825		$5,551,825
AC Watermain Replacement Phase 3	$5,003,917		$5,003,917
Stormwater Replacement		$2,063,942	$2,063,942
		Total	**$12,619,684**

Sources of Stormwater Replacement Funding

Funding for the added stormwater replacement scope will come from four previously planned stormwater projects that have recently been canceled. The names of these canceled projects and their budgeted funds are listed below.

Canceled Project Name	Budgeted Funds
Stormwater Infrastructure Replacement Improvement Project (SIRIP) #3: King County Lake Hills	$200,775
Stormwater Infrastructure Replacement Improvement Project SIRIP #4 – CIPP	$1,191,431
Corrugated Metal Stormwater Pipe Replacement #1	$630,867
Overlake Vault Retrofit Project	$2,065,783
Total Available	$4,088,856

Local Agency A&E Professional Services
Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): BHC Consultants, LLC	
Address 1601 Fifth Avenue, Suite 500, Seattle, WA 98101	Federal Aid Number CG - 03J19801 - 0
UBI Number 602-774-584	Federal TIN 26-136237
Execution Date	Completion Date 12/31/2028
1099 Form Required ☒ Yes ☐ No	Federal Participation ☒ Yes ☐ No
Project Title Viewpoint Asbestos Cement Watermain Replacement	
Description of Work Engineering services	
☐ Yes ☐ No DBE Participation ☐ Yes ☐ No MBE Participation ☐ Yes ☐ No WBE Participation ☐ Yes ☐ No SBE Participation	Maximum Amount Payable: 1,200,000.00

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
~~Exhibit H Liability Insurance Increase~~ Not Used
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures
Exhibit K Additional Terms and Conditions

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Redmond, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

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

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Shailee Jain
Agency: City of Redmond
Address: 15670 NE 85th Street
City: Redmond State: WA Zip: 98073-9710
Email: sjain@redmond.gov
Phone: 4255605390
Facsimile:

If to CONSULTANT:
Name: Noah Allen
Agency: BHC Consultants LLC
Address: 1601 Fifth Avenue Suite 500
City: Seattle State: WA Zip: 98101
Email: noah.allen@bhcconsultants.com
Phone: 206.604.7728
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

   Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12 month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will applicable for the twelve (12) month period.

   The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

   The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964

  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973

  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

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

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

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

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tie , or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

Name: Shailee Jain

Agency: City of Redmond

Address: PO Box 971010

City: Redmond State: WA Zip: 98073

Email: sjain@redmond.gov

Phone: 4255605390

Facsimile:

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

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

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

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

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

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

XIV. Endorsement of Plans

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

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Project No. 2504

See Attached Exhibit A, A.1, and A.2

EXHIBIT A

Scope of Services
City of Redmond
Viewpoint AC Watermain Replacement
January 14, 2026

Project Understanding

This Scope of Services is based on our current understanding of the City of Redmond's (City) needs and requirements for Viewpoint AC Watermain Replacement project (Project). The project is federally funded. The Scope of Services includes preliminary design, final design, permit preparation, assistance with property rights acquisition, and engineering services during bidding for approximately 6,000 linear feet of asbestos cement (AC) watermain replacement, 1,400 linear feet of stormwater pipe, 110 water services, 10 fire hydrants, and structures and appurtenances associated with this infrastructure. The project will also include right-of-way (ROW) restoration, including curb ramps, and replacement of stormwater piping that is either identified for replacement or in conflict with the proposed watermain alignment. The Scope of Services includes a Management Reserve task that may be used for unanticipated design tasks. The Management Reserve is accessible only via written permission from the City.

Engineering services during construction will be scoped and budgeted under a future supplement to the Contract.

Scope of Services

The Scope of Services tasks are separated into five components where applicable:

1. Receivables: elements that will be provided by the City;
2. Work Tasks: tasks that will be completed by the Consultant;
3. Deliverables: the finished product that will be delivered to the City via electronic copy;
4. Assumptions: assumptions used to develop each Work Task; and
5. Meetings: planned meetings with the City to facilitate the work. Consultant team will work to minimize attendees at meetings, and meetings with City staff will be conducted virtually or at the City's offices.

To complete the Scope of Services, BHC Consultants, LLC (BHC) will subcontract with:

- Duane Hartman & Associates, Inc. (DHA) Surveyors: providing survey base mapping and preparing legal descriptions and associated exhibits to support property rights acquisition.
- Ciani & Hatch Engineering (CHE): providing geotechnical engineering services.
- Shoffner Consulting: completing tree health assessments and reporting to support tree management efforts.
- APS: performing potholing services (APS will be represented under the reimbursable expenses).
- National Barricade: preparing traffic control plans (National Barricade will be represented under the reimbursable expenses).

The following tasks have been identified for this Project and are listed below, followed by a more detailed description of each task.

- Task 1 – Project Management
- Task 2 – Site Investigations
- Task 3 – Predesign
- Task 4 – Stormwater Final Design
- Task 5 – Intermediate Design (60%)
- Task 6 – Advanced Design (90%)
- Task 7 – Final Design (100%)
- Task 8 – Bid Documents
- Task 9 – Bidding Support
- Task 10 – Property Rights Acquisition Support
- Task 11 – Permitting
- Task 12 – Management Reserve

Task 1 – Project Management

The Project Management Task will provide overall leadership and team strategic guidance during the Project duration including coordinating, monitoring, and controlling Project resources, maintaining Project communication, and tracking Project progress. The Project Management Task also includes quality assurance/quality control (QA/QC) and change management tracking.

Receivables:

- Project Charter.
- Project limit files and documentation of Project requirements.
- Documentation for reporting requirements associated with Federal Funding (Environmental Protection Agency (EPA) Grant) for design phase.
- Approval of Consultant Contract.
- Approval of Contract Amendments, if required, or written authorization to use the Management Reserve Fund.

Work Tasks:

- *Initial Site Visit and Work Plan*. Coordinate and complete a site visit to the Viewpoint neighborhood to review Project extents, potential challenges, and construction access limitations. Collect Project information, identify data gaps, review design requirements, and identify a work plan for the project. The work plan will be based on the work breakdown structure (WBS) and result in a limited plan identifying key project tasks, deliverables, and milestones. The work plan will be incorporated into the Project Management Plan and be an input into the Project Schedule.
- *Project Kickoff Meeting*. Prepare for and attend Project Kickoff Meeting with City staff and key team members from BHC, DHA, and CHE. The Consultant shall prepare for, attend, and lead the Kickoff Meeting. Prepare a meeting agenda and distribute prior to the Kickoff Meeting for City review.

Prepare and distribute meeting minutes documenting design direction, discussions with City personnel on design requirements, and Project specific direction, following the Kickoff Meeting.

- *Client and Team Coordination*. Coordinate with City staff by regular status reports, status meetings, telephone communication, and e-mail during the course of the Project. Plan for and attend monthly Project Status meetings to track progress and coordination with the City Project Manager to track status and progress. Monthly meetings will be virtual and one (1) hour duration, and BHC will prepare the proposed agenda and provide minutes of the meetings. Updates to the Change Log, Decision Log, and Risk Matrix will be completed during meetings.
- *Quality Assurance/Quality Control (QA/QC) Program*. Set up QA/AC procedures/tracking for the project deliverables. BHC will conduct an internal QA/QC review of deliverables under the scope of each of those deliverable tasks.
- *Project Management Plan*. Develop a limited Project Management Plan (PMP) to include the following project elements; Scope, Level of Effort/Budget, Schedule, Change Log, Decision Log, and Risk Matrix. The PMP and associated Change Log, Decision Log, and Risk Matrix will be maintained on the City's MasterWorks Project coordination website and updated during coordination meetings resulting in changes, decisions, or identified/realized risks to the Project.
- *Project Schedule*. Develop and provide the City Project Manager with a Gantt Chart Project Schedule developed using MS Project. The Project Schedule will be developed to the subtask level and identify Project milestones (key dates, deliverables, review periods) and the critical path. The Project Schedule will be updated up to six (6) times during the eighteen (18) month period of performance of this Scope of Services.
- *Monthly Invoices and Progress Reports*. Prepare monthly progress reports and monthly invoices, including financial status and schedule progress. Progress reports will be prepared to meet City reporting requirements and include a limited earned value analysis in matrix format.

Deliverables:

- Work Plan (Microsoft Excel format).
- Kickoff Meeting Agenda (Microsoft Word format).
- Draft and Final Kickoff Meeting Minutes (Microsoft Word and PDF formats).
- Agenda and Draft/Final Monthly Project Status Meeting Minutes (Microsoft Word and PDF formats).
- Draft and Final Project Management Plan including Change Log, Decision Log, and Risk Matrix (Microsoft Excel format).
- Electronic version of the Project Schedule in PDF format and Microsoft Project (Baseline Schedule and six (6) updates).
- Monthly Status Reports with Invoices.

Assumptions:

- The Project duration is estimated at eighteen (18) months.
- Status meetings will be attended by the BHC Project Manager and Project Engineer.

- Design Review meetings will be provided under Preliminary and Final Design Tasks. Attendance and documentation of Pre-Bid Conference will be provided under the Bidding Support Task.
- Kickoff Meeting duration on-site will be two (2) hours, not including travel time.

Meetings:

- Initial Site Visit and Scoping.
- Project Kickoff Meeting.
- Eighteen (18) total Monthly Project Status.

Task 2 – Site Investigations

The subtasks included in Task 2 identify the data collection and investigations to support the design effort. Work under this Task is primarily assigned to subconsultants with their specific scope of services attached as Exhibits to this Scope of Services. BHC will oversee and support the Site Investigations outlined in the scope herein.

Receivables:

- Title Reports for properties with existing City watermain easements.
- Confirmation of Project boundaries for investigation tasks (e.g. survey boundary, boring locations).
- Right of Entry notifications/authorization.
- Utility Grid Maps and Record Drawings (requested formally under Task 3).
- Neighborhood notifications.
- Location services (when receiving one-call) for water, stormwater, sanitary sewer facilities.
- City review comments on draft deliverables.

Work Tasks:

- *Site Survey*. DHA will establish survey control; conduct a topographic survey of the site including locating utility paint, structures, pipes, maintenance holes and catch basins (including rim, invert, and pipe material/sizes), and major site features; and generate a CAD base map per BHC and City of Redmond standards. BHC will coordinate exact survey limits, features and spot elevations, and review and provide comments on the base map for incorporation. Refer to Exhibit A1 for the DHA scope of services and budget.
- *Geotechnical Investigation*. CHE will perform geotechnical investigations of the site and generate a geotechnical report. BHC will coordinate and schedule the geotechnical work performed by CHE and will review and provide comments on the Draft Boring Plan and the draft Geotechnical Report. Refer to Exhibit A2 for the CHE scope of services and budget.
- *Tree Health Assessment*. Shoffner Consulting will perform tree health assessments for trees identified within the proposed replacement pipe alignment that may be affected by construction activities. BHC will coordinate and schedule the tree health assessment field work performed by Shoffner Consulting and will review and provide comments on the draft tree health assessment report.
- *Potholing*. Complete pothole locates of potential utility conflicts and to confirm watermain depths and sizes. Pothole work will be performed by APS with oversight from BHC. BHC will identify

pothole locations and prepare a plan consisting of a series of figures documenting the proposed potholes. APS will complete the potholing and provide the results for BHC to review, consolidate, and provide to the City. Results of potholing will be incorporated into the Design Drawings developed under Tasks 3, 5, 6, 7, and 8.

Deliverables:

- Markup of extent of survey limits (PDF format)
- Survey Base map (for use in development of Design Drawings).
- Boring Plan (PDF format).
- Draft and Final Geotechnical Report (Microsoft Word and PDF formats).
- Draft and Final Tree Health Assessment (Microsoft Word and PDF formats).
- Draft and Final Potholing Plan (Microsoft Word and PDF formats).
- Results of Potholes (report, photos, description). Pothole locations will be incorporated into the Design Drawings to identify locations in base map (PDF format).

Assumptions:

- Results from the Tree Health Assessment deliverable will be utilized to prepare tree removal permits under Task 11.
- A single, consolidated set of review comments will be provided by the City following review of all reports and plans identified in the deliverables.
- City will coordinate and obtain necessary access to complete the site investigations included with this Task.
- Eighty (80) potholes are included in this Scope of Services. The fee for potholing is anticipated to be $2,000 per each (APS fee only). The APS fee is inclusive of preparing and implementing traffic control, obtaining ROW use permits, and completing the pothole.
- Pothole restoration will not require the standard City 3-foot x 3-foot patch with controlled density fill (CDF) backfill within paved areas due to planned overlay/restoration in the Project limits.

Meetings:

- None.

Task 3 – Predesign (30%)

The Predesign task includes development of alternatives for addressing backyard main replacement, documentation of stormwater permitting requirements, and preparation of initial design (30%) documents.

Receivables:

- Record Drawings of existing system.
- City Standards.
- Photos of existing easement areas.
- System pressures in subject area.
- Latest Lake Hills Trunkline Plans, Specifications, and estimate

- Any relevant information on adjacent development projects that could impact design decisions.
- City's current version of the Stormwater Short Form.
- City review comments on draft deliverables.

Work Tasks:

- *Data Collection and Review*. Request and review relevant data to complete the preliminary engineering task. Develop a formal request email letter and coordinate with the City during data collection. Contact and acquire available utility record information from Franchise Utilities within the project limits.
- *Water Easement Pipe Replacement Alternatives Analysis*. Develop a Technical Memorandum identifying alternatives for replacing the existing AC watermain and connections currently located within easements. Up to three (3) replacement methods will be considered: horizontal directional bore, jack and bore, and traditional open trench. The alternatives will also consider impacts (construction occurring prior to or after) from the proposed Lake Hills Trunkline project. The limitations for pipe bursting will be identified. The Technical Memorandum will include replacement material type, an evaluation and summary of feasibility of alternative methods, and methods to maintain service to adjacent properties during construction. Prepare for and attend a review meeting to discuss comments on the draft memorandum.
- *Stormwater Short Form and Documentation*. Evaluate the Project's total disturbance limits and the new plus replaced surface areas as they relate to the 2025 City of Redmond Stormwater Technical Notebook. Complete the City's Stormwater Short Form that documents the Project surface areas and determines if the Project is an exempt Project or which Stormwater Minimum Requirements apply. Prepare for and attend a review meeting to discuss comments on the draft Stormwater Short Form.
- *Basis of Design Technical Memorandum*. Identify and document the design basis for the Viewpoint AC Watermain Replacement Project. Include pipe material, trench and roadway restoration, and utility design requirements that will serve as the basis for developing the Design and Bid Documents. Prepare for and attend a review meeting to discuss comments on the draft memorandum.
- *Preliminary Design (30%)*. Develop Preliminary Design Drawings identifying the proposed alignment, including profiles, to the 30% Design level that include location of existing utilities, identification of curb ramp locations, end connection requirements, valving, service connections, and air relief and blow-off features. Preliminary alignment development shall include consideration of long-term maintenance needs, easement and access constraints, future replacement projects, construction impacts, and phasing to maintain service or limit disruptions. Develop an opinion of probable construction costs (OPCC) to AACE International Class 3 level with an anticipated accuracy range of -20% to +30%. Attend two (2) design review meetings; one to review and confirm the preliminary alignment and the second to review the 30% design submittal comments.

Deliverables:

- Email letter formally requesting relevant data.
- Zip file with all collected Franchise Utility record information.
- Draft and Final Water Easement Pipe Replacement Alternatives Analysis Technical Memorandum (Microsoft Word and PDF formats).

- Draft and Final Stormwater Short Form (Microsoft Word, Microsoft Excel, and PDF formats).
- Preliminary alignment and profile (PDF format).
- 30% Design Drawings (PDF format).
- Etransmit of 30% Design Drawing CAD files.
- Meeting Agenda and Draft/Final Minutes for five (5) review meetings (Microsoft Word and PDF formats).

Assumptions:

- The number of Design Drawings to be included in the 30% deliverable are identified in Task 5.
- One (1) consolidated set of review comments will be provided for each draft deliverable identified under this Task. The City review period will be ten (10) working days.
- The Project will be exempt, as it is a utility replacement project, from stormwater reporting requirements, and the Stormwater Short Form is intended to document this exemption. If the project is determined to be non-exempt, additional design and permit documentation may be required that are not included in this Project Scope of Services.
- Franchise utilities will provide records of infrastructure within the Project area.
- All review meetings will be virtual.
- Basis of design will be City of Redmond Standards, Department of Ecology Criteria for Sewage Works Design (Orange Book), Department of Health Water System Design Manual, and the 2025 City of Redmond Stormwater Technical Notebook.
- No modeling services will be provided.
- Meetings will be up to two (2) hours and attended by up to two (2) BHC personnel.

Meetings:

- Water Easement Pipe Replacement Alternatives Analysis Review Meeting. Meet virtually to review comments on draft Technical Memorandum.
- Stormwater Permitting Review Meeting. Meet virtually to review comments on draft Technical Memorandum.
- Basis of Design Review Meeting. Meet virtually to review comments on draft Technical Memorandum.
- Design Review Meetings. Prepare for, attend, and document two (2) Design Review Meetings. The first meeting will focus on the preliminary alignment and vertical profile review, the second meeting will be to review the 30% Design submittal.

Task 4 – Stormwater Final Design

Task 4 separates the design for select sections of the City's stormwater collection and conveyance system that have been identified for replacement within the Project area. Stormwater infrastructure identified for replacement will be designed in parallel with the 30%, 60%, 90%, 100%, and Bid Document Tasks. The separate task will be used to track work unrelated to the EPA Grant Funding. This Task only separates those sections of stormwater pipe specifically indicated for replacement by the City. Relocation or

modification of existing stormwater infrastructure due to impacts from the AC watermain replacement alignment will be included in Tasks 3, 5, 6, 7, and 8.

Receivables:

- None.

Work Tasks:

- *Stormwater Design*. Prepare stormwater collection and conveyance design for approximately 1,360 linear feet of stormwater pipe and associated structures. Design requirements and document requirements will be as described in Tasks 3, 5, 6, 7, and 8.

Deliverables:

- Stormwater replacement Design Documents as incorporated into the Tasks 3, 5, 6, 7, and 8 Design deliverables.

Assumptions:

- Stormwater replacement Design elements will be incorporated into the 30%, 60%, 90%, 100%, and Bid Documents associated and not as separate deliverables.
- Stormwater pipes will be replaced along similar horizontal and vertical alignments and will be the same diameter as existing.

Hydrologic and hydraulic modeling are not included. Meetings:

- None.

Task 5 – Intermediate Design (60%)

Develop Intermediate Design (60%) level Drawings, Specifications, and OPCC. The Preliminary and Final Design (30% through preparation of Bid Documents) scope of services is based on the anticipated Drawing list included in the Assumptions section of this Task. Intermediate Design will incorporate City review comments received on the 30% Design Drawings and further advance the Design.

Receivables:

- City comments on draft deliverables.

Work Tasks:

- *60% Design Preparation*.
    - Prepare 60% Detailed Construction Drawings based on the Preliminary (30%) Design in accordance with City of Redmond Standard Specifications and Standard Plans, as appropriate.
    - Prepare 60% General Requirements. The General Requirements will be prepared using the City of Redmond Standard General Requirements in accordance with the current Washington State Department of Transportation (WSDOT) Specifications addressing the following:
        - Sequence of Construction.
        - Measurement and Payment.
        - Project Data Submittals.
        - Testing and Quality Control.

        - Facility Startup and Testing.
    - Prepare 60% Technical Specifications. Technical Specifications will be prepared in accordance with City of Redmond current Standard Specifications and WSDOT Standard Specifications with additional requirements where necessary. Technical Specifications will include sections necessary to define and control the construction materials and appropriate methods and will use the WSDOT numbering format.
    - Update the 30% OPCC to reflect updates made to the 60% Design Documents.
    - Conduct in-house QA/QC review of the 60% Drawings, Specifications, and OPCC.
    - Prepare Comment Response Log addressing comments provided on 30% Design.
    - Submit 60% Design Documents to the City for review.
    - Meet with City staff to review the 60% Design Documents.

Deliverables:

- Design Drawings, Specifications, and OPCC at 60% Design level (PDF, Word, Excel formats).
- Etransmit file of Design Drawing CAD files.
- Comment Response Log documenting responses and actions to 30% Design deliverable (Microsoft Excel format).

Assumptions:

- Anticipated Design Drawings are presented in the following table. The Design Drawings are grouped by type with the expected number in each category.

Drawing Type/Category	Number of Drawings	30% Design
General	5	5
TESC/Demolition	15	0
Plan and Profile	15	15
Stormwater Plan/Profile and Details	10	6
Details/Sections	8	0
Restoration	15	0
Curb Ramps	5	0
Total	**73**	**26**

- Specifications will be prepared based on the City of Redmond Standard Specifications. The City of Redmond will supply the current version of the Division 0 and 1 (front end) specifications in Microsoft Word format.
- The Specifications will be compliant with BABA requirements.
- A single Design package with multiple bid schedules will be prepared.
- One (1) consolidated set of review comments will be provided for 60% Design deliverable identified under this Task. The City review period will be fifteen (15) working days.
- City will coordinate access for any site visits.

- Restoration of landscaping, street signs, driveways, curb/gutter, and other existing improvements will be to match existing or City Standards.
- Up to twenty-five (25) curb ramps will be included in Final Design.
- Pavement rehabilitation will be limited to curb-to-curb and existing curb/gutter to remain, unless impacted directly by restoration of service lines.
- A completed Comment Response Log will be provided in lieu of Design Review Workshop Meeting Minutes. Comment Response Log for 60% comments will be provided under Task 6.
- No hydraulic modeling will be performed.
- City will transmit design documents to EPA as required for funding grant documentation requirements.
- Traffic Control Plans will be developed following City review of the 60% Design to provide a level of certainty in Project limits and alignment.
- Design Review Workshop will be virtual and scheduled for a two (2) hour duration.

Meetings:

- Design Review Workshop. Following the deliverable of the 60% Design Documents, complete a Design Review Workshop, virtual meeting, to review City comments.

Task 6 – Advanced Design (90%)

Receivables:

- City comments on draft deliverables.

Work Tasks:

- *90% Design Preparation*. Incorporate City review comments on 60% Design and prepare 90% Design Documents for review.
    - Prepare 90% Detailed Construction Drawings in accordance with City of Redmond Standard Specifications and Standard Plans, as appropriate.
    - Prepare 90% General Requirements. The General Requirements will be prepared using the City of Redmond Standard General Requirements in accordance with the current WSDOT Specifications addressing the following:
        - Sequence of Construction.
        - Measurement and Payment.
        - Project Data Submittals.
        - Testing and Quality Control.
        - Facility Startup and Testing.
    - Prepare 90% Technical Specifications. Technical Specifications will be prepared in accordance with City of Redmond current Standard Specifications and WSDOT Standard Specifications with additional requirements where necessary. Technical Specifications will include sections necessary to define and control the construction materials and appropriate methods and will use the WSDOT numbering format.

        - Prepare a construction schedule for major work elements based on typical historic production rates for use as the basis for establishing the construction contract working days requirements.
    - Update the 60% OPCC to reflect updates made to the 90% Design Documents.
    - Conduct in-house QA/QC review of the 90% Drawings, Specifications, and OPCC.
    - Prepare Comment Response Log addressing comments provided on 60% Design.
    - Submit 90% Design Documents to the City for review.
    - Meet with City staff to review the 90% Design Documents.
- *Traffic Control Plans.* Traffic Control Plans will be prepared by National Barricade following confirmation of the 60% Design alignment. Plans prepared by National Barricade that are approved by the City Transportation Department will be included as an Appendix and be referenced in the Contract Documents.

Deliverables:

- Design Drawings, Specifications, and OPCC at 90% Design level (PDF, Word, Excel formats).
- Etransmit file of Design Drawing CAD files.
- Comment Response Log documenting responses and actions to 60% Design deliverable(Microsoft Excel format).
- Draft and Final Traffic Control Plans (PDF format).

Assumptions:

- Drawing list is based on the identified Drawings in Task 5.
- Specifications will be prepared based on the City of Redmond Standard Specifications.
- The Specifications will be compliant with BABA requirements.
- A single Design package with multiple bid schedules will be prepared.
- One (1) consolidated set of review comments will be provided for 90% Design deliverable identified under this Task. The City review period will be fifteen (15) working days.
- City will coordinate access for any site visits.
- Restoration of landscaping, street signs, driveways, curb/gutter, and other existing improvements will be to match existing or City Standards.
- Up to twenty-five (25) curb ramps will be included in Final Design.
- Pavement rehabilitation will be limited to curb-to-curb and existing curb/gutter to remain, unless impacted directly by restoration of service lines.
- A completed Comment Response Log will be provided in lieu of Design Review Workshop Meeting Minutes. Comment Response Log for 90% comments will be provided under Task 6.
- No hydraulic modeling will be performed.
- City will transmit design documents to EPA as required for funding grant documentation requirements.
- Up to thirty (30) Traffic Control Plan sheets will be prepared.

- Design Review Workshop will be virtual and scheduled for a two (2) hour duration.

Meetings:

- Design Review Workshop. Following the deliverable of the 90% Design Documents, complete a Design Review Workshop, virtual meeting, to review City comments.
- Traffic Control Plan Review. Attend up to two (2) meetings with the City Transportation Department. The first meeting will establish Project limitations and conditions to include. The second meeting will be to review comments on draft Traffic Control Plans.

Task 7 – Final Design (100%)

Receivables:

- City comments on draft deliverables.

Work Tasks:

- *100% Design Preparation*. Incorporate City review comments on 90% Design and prepare 100% Design Documents for review.
  - Prepare 100% Detailed Construction Drawings in accordance with City of Redmond Standard Specifications and Standard Plans, as appropriate.
  - Prepare 100% General Requirements. The General Requirements will be prepared using the City of Redmond Standard General Requirements in accordance with the current WSDOT Specifications addressing the following:
    - Sequence of Construction.
    - Measurement and Payment.
    - Project Data Submittals.
    - Testing and Quality Control.
    - Facility Startup and Testing.
  - Prepare 100% Technical Specifications. Technical Specifications will be prepared in accordance with City of Redmond current Standard Specifications and WSDOT Standard Specifications with additional requirements where necessary. Technical Specifications will include sections necessary to define and control the construction materials and appropriate methods and will use the WSDOT numbering format.
  - Update the 90% OPCC to reflect updates made to the 100% Design Documents.
  - Conduct in-house QA/QC review of the 100% Drawings, Specifications, and OPCC.
  - Prepare Comment Response Log addressing comments provided on 90% Design.
  - Submit 100% Design Documents to the City for review.
  - Meet with City staff to review the 100% Design Documents.

Deliverables:

- Design Drawings, Specifications, and OPCC at 100% Design level (PDF, Word, Excel formats).
- Etransmit file of Design Drawing CAD files.

- Comment Response Log documenting responses and actions to 90% Design deliverable (Microsoft Excel format).

Assumptions:

- Drawing list is based on the identified drawings in Task 5.
- Specifications will be prepared based on the City of Redmond Standard Specifications.
- The Specifications will be compliant with BABA requirements.
- A single Design package with multiple bid schedules will be prepared.
- One (1) consolidated set of review comments will be provided for 100% Design deliverable identified under this Task. The City review period will be fifteen (15) working days.
- City will coordinate access for any site visits.
- Restoration of landscaping, street signs, driveways, curb/gutter, and other existing improvements will be to match existing or City Standards.
- Up to twenty-five (25) curb ramps will be included in Final Design.
- Pavement rehabilitation will be limited to curb-to-curb and existing curb/gutter to remain, unless impacted directly by restoration of service lines.
- A completed Comment Response Log will be provided in lieu of Design Review Workshop Meeting Minutes. Comment Response Log for 100% comments will be provided under Task 8.
- No hydraulic modeling will be performed.
- City will transmit design documents to EPA as required for funding grant documentation requirements.
- Design Review Workshop will be virtual and scheduled for a two (2) hour duration.

Meetings:

- Design Review Workshop. Following the deliverable of the 100% Design Documents, complete a Design Review Workshop, virtual meeting, to review City comments.

Task 8 – Bid Documents

Receivables:

- City design review comments.

Work Tasks:

- *Bid Document Preparation*. Prepare Final Design Drawings, Specifications, and OPCC for bidding. Finalized documents (Contract Documents) shall incorporate comments from the 100% Design deliverable and be signed and sealed.

Deliverables:

- Design Drawings, Specifications, and OPCC for bidding (PDF, Word, Excel formats).
- Etransmit file of Design Drawing CAD files.
- Comment Response Log documenting responses and actions to 100% Design deliverable (Microsoft Excel format).

Assumptions:

- Drawing list is based on the identified drawings in Task 5.
- Specifications will be prepared based on the City of Redmond Standard Specifications.
- The Specifications will be compliant with BABA requirements.
- A single Design package with multiple bid schedules will be prepared.
- City will coordinate access for any site visits.
- Restoration of landscaping, street signs, driveways, curb/gutter, and other existing improvements will be to match existing or City Standards.
- Up to twenty-five (25) curb ramps will be included in Final Design.
- Pavement rehabilitation will be limited to curb-to-curb and existing curb/gutter to remain, unless impacted directly by restoration of service lines.
- No hydraulic modeling will be performed.
- City will transmit design documents to EPA as required for funding grant documentation requirements.
- City will be responsible for coordinating transmission of Bidding Documents to Builders Exchange of Washington, or similar advertising platform.

Meetings:

- None.

Task 9 – Bidding Support

Receivables:

- Bidder questions.
- Draft Pre-Bid Conference minutes.

Work Tasks:

- *Respond to Bidder Questions*. Address bidders' and suppliers' questions during the bid period.
- *Addenda*. Prepare a maximum of two (2) addenda, if necessary, and deliver to the City for distribution.
- *Pre-Bid Conference*. Prepare for and attend Pre-Bid Conference. Provide limited technical summary of the Project components.

Deliverables:

- Two (2) addenda (if required) (Microsoft Word and PDF formats).
- Written responses to bidders' questions (email).
- Comments/input on documentation of the Pre-Bid Conference (email and Microsoft Word formats).

Assumptions:

- The City will prepare the agenda, facilitate, and document the Pre-Bid Conference.
- The City will complete the bid tabulation and bid evaluation.

- All questions during bidding must be routed through the City; BHC and their subconsultants will not respond to any bidder questions directly.

Meetings:

- Pre-Bid Conference. Attend and provide technical description of Project elements during the Pre-Bid Conference.

Task 10 – Property Rights Acquisition Support

Receivables:

- Documentation for existing easements, dedications, and plat maps providing City access for utilities.
- Title Reports.

Work Tasks:

- *Prepare Legal Descriptions and Exhibits*. DHA will prepare new utility and temporary construction easements for up to six (6) parcels, for a total of twelve (12) total easement documents. This may include new/replacement easements or modifications of existing easements. BHC will coordinate easement extent requirements and provide linework from design to DHA for preparation of the documents. BHC will review and provide comments on the draft Legal Descriptions and Exhibits. Refer to Exhibit A1 for the DHA scope of services and budget containing development of the Legal Descriptions and Exhibits.
- *Meet with City and Property Owners*. Meet on-site to review siting and Project requirements.
- *Figures and Exhibits*. Prepare exhibits/figures to assist in negotiations with property owners.

Deliverables:

- Legal descriptions and exhibits for New and Modified Easements (six (6) total) (PDF format).
- Figures/exhibits to assist negotiation of easements with property owners (PDF format).

Assumptions:

- City staff will complete negotiations with property owners to obtain property rights modified pipeline construction and permanent utilities.
- On-site meetings with property owners will be one (1) hour duration, not including travel time.

Meetings:

- Property Owner Meetings. Prepare for and attend up to six (6) on-site meetings with property owners, City personnel, and the City's property acquisition consultant.

Task 11 – Permitting

Receivables:

- Permit application and SEPA Checklist review comments.
- Current City SWPPP template (as applicable).

Work Tasks:

- *Permit Application Preparation*. Prepare a tree removal permit application based on the Tree

Health Assessment completed under Task 2. Meet with City to review comments on application. Revise application based on a single, consolidated set of review comments.

- *SEPA Checklist*. Prepare a Draft and Final Project SEPA Checklist. Meet with City to review and discuss comments on Draft SEPA Checklist.
- *Construction Stormwater Pollution Prevention Plan*. Prepare a draft and final draft Stormwater Pollution Prevention Plan (SWPPP) for inclusion as an appendix to the Contract Documents. SWPPP will follow the City/Ecology template. The draft SWPPP will be finalized and adopted by the selected construction contractor.

Deliverables:

- Tree removal application (PDF format).
- SEPA checklist (PDF format).
- Draft SWPPP (Microsoft Word and PDF formats) to be incorporated as an appendix to the Contract Documents.

Assumptions:

- Permits anticipated to be limited to the following:
  - SEPA Checklist.
  - Tree Removal Permit.
- City will complete applications, submit for approval, and provide any application or permit fees.
- A single, consolidated set of review comments will be provided for each identified permit.
- The Draft SWPPP will be completed by the successful bidder.
- A cultural resources review and report will not be required.

Meetings:

- Permit Review Meetings**.** Attend up to two (2) meetings virtually with City personnel to review comments on permit applications and documentation.

Task 12 – Management Reserve

Task 12 is included for ease of tracking a Management Reserve budget. A separate Task will be established in BHC's accounting system to track the Management Reserve budget. This Task is added in case further documentation is needed beyond what is described in Tasks 1 – 11.

Receivables:

- Written permission from the City is required to perform Management Reserve tasks or to access Project Management Reserve funds.
- To be determined.

Work Tasks:

- *Task TBD*. Project Management Reserve tasks to be determined but may include:
  - Additional coordination for King County Lake Hills Trunkline.
  - Additional coordination for private property owners.

- Additional ADA curb ramps.
- Additional potholes and/or a need to perform 3’ x 3’ patches for restoration.
- Cultural resource review is deemed necessary.

Deliverables:

- To be determined.

Meetings:

- To be determined.

Budget

The Project Budget for the Viewpoint AC Watermain Replacement (Project No. 2504) is **$1,2000,000** and is attached as Exhibit D. The Management Reserve is $100,839. This budget is based on, and in accordance with, the City’s Consultant Guidelines Worksheet rate determination. Budget can be reallocated between tasks with authorization from the City of Redmond Project Manager.

Project Schedule

A detailed schedule will be developed after Notice to Proceed. The Project Budget is based on and assumes that the Design efforts associated with this Scope of Services will be completed within eighteen (18) months from Notice to Proceed. This Schedule shall be equitably adjusted as the Project progresses, allowing for changes in Scope or for delays beyond BHC’s control.

Attachments

- Exhibit A1 – Duane Hartman & Associates, Inc. – Subconsultant Scope and Budget
- Exhibit A2 – Ciani & Hatch Engineering – Subconsultant Scope

EXHIBIT A1

Duane Hartman & Associates, Inc. – Subconsultant Scope and Budget

DHA Duane Hartman & Associates, Inc.
doug@dhasurveyors.com
16928 Woodinville-Redmond Road NE, B-107
Woodinville, WA 98072
Business (425) 483-5355
FAX (425) 483-4650

December 19, 2025

BHC Consultants
1601 Fifth Avenue Suite 500
Seattle, Washington 98101

Attention: Mr. Noah Allen, PE, PMP

Subject: **Cost Estimate for Professional Land Surveying Services, City of Redmond AC Water Main Replacement Project 2504, Redmond, Washington**

Dear Noah:

Enclosed is my cost estimate to perform the topographic survey. The survey reach is approximately 6,500 lineal feet of dedicated street right of way, and existing easements. The scope requirements, and deliverables are defined in the document from BHC to DHA on 12/15/25 and itemized below. I anticipate two (2) field days to set project control and twenty (20) field days to perform the topographic mapping (+/-325' lineal feet/day).

Task 1: Field Topographic Survey

a. Survey Control: Establish horizontal and vertical control points within the project limits. Basis of control will be NAD 83/1991 and NAVD88 for horizontal and vertical respectively. Approximately 10 control points will be established at the site for continued use.
b. Survey Mapping: Field mapping within the project limits will include topography, man-made surface features, limits of vegetation, trees (6" DBH or larger), overhead utilities, and painted underground utilities. Irrigation systems will not be included. Perform measure-downs of existing water valves, storm drain and sanitary sewer structures, indicating rim and pipe invert elevations (top of nut elevation for valving). Document the approximate size, type, material, and general condition of the structures. These observations will be made from the surface. Any required pipe video inspection, potholing or smoke testing needed to verify the condition or connectivity of drainage features is outside the scope of this task. Topo survey considers twenty (20) potential curb ramp locations, which DHA will perform a 10-foot grid for design.
c. Underground Utility Locate: An underground conductible utility locate within the project limits to be performed by a private utility locating firm. A one-call utility locate request will also be requested.
d. Base Map Preparation: Prepare 1" = 20' topographic base map and digital terrain model (DTM) in AutoCAD format of the project to City of Redmond, and BHC cad standards. The base map will include information collected in Tasks 2 and 3 above. One-foot contours will be generated from the DTM.
e. ROW, Easements, and Property Lines: Road rights of way within the project limits will be determined from available public records (i.e. records of survey, plats, state right-of-way plans, etc.) and found survey monuments. Parcel lines will be imported from available GIS information from King County and the City of Redmond. Right-of-way and parcel information will be added to the base map. Easement information will be added from title reports and plat maps provided by the city. Preparation of legal descriptions and exhibits for proposed easements or right-of-way acquisitions will be developed as described in Task 2.

Scope of Services continued

Task 2: Property Rights Assistance

1. Prepare legal descriptions and exhibits for new utility and non-utility easements.
2. Prepare legal descriptions and exhibits for modifications to existing easements, including easement releases, where necessary.

Two-person field survey crews will be utilized to establish site control and perform the topographic mapping. Topographic mapping will be BHC/City of Redmond standards. DHA will survey a sufficient amount of the existing right of way monuments to generate City Street rights of way and platted lot lines. Easements of record will be obtained from City records, plotted as described.

DHA will employ APS Locating to paint out the underground utilities and will engage One-Call underground utility center to alert the city to paint out its sanitary, storm water and water systems.

All field data will be processed in accordance with BHC/City CAD standards and sent in AutoCAD.dwg format. The horizontal datum will be Washington State Plane coordinates, north zone NAD-83(1991). The vertical datum will be NAVD-88. The topographic survey will be developed as a 1'=20' scale file with one-foot contours.

COST ESTIMATE: See attached excel spreadsheet

TIME SCHEDULE - The foregoing services shall be completed and delivered within sixty (60) calendar days of the official notice to proceed.

Sincerely,
DUANE HARTMAN & ASSOCIATES, INC.

Douglas A. Hartman, PLS
President, Project Surveyor

CONSULTANT FEE ESTIMATE

BHC Consultants

DHA Surveyors

Attention **Noah Allen, PE, PMP**

Project: **City of Redmond AC Water Main Replacement Project 2504** *Date:* 12/24/2025

Task: **Right of Way Topographic Survey** P5200

Topographic Mapping Services +/- 6,500 lineal feet of dedicated street right of way, for water system upgrades.
Horizontal and Vertical Datum: City of Redmond NAD83(91) horizontal and NAVD 88 vertical

LABOR: 2026 Rate Schedule

TASK NO.	TASK (Scope of Services	Duane Hartman & Associates, Inc.							
		Principle Surveyor 171.00	Project Surveyor I 163.00	Field Tech I 124.00	Field Tech II 98.00	Office Tech I CAD 120.00	Admin 120.00	TOTAL HOURS	LABOR COST
	Survey								
1.1	Site Control	2	12		12	3		29	$ 3,834.00
1.2	RW Topographic Survey & Mapping	24	160		160	160	8	512	$ 66,024.00
1.3	QA/QC Final product	16				16		32	$ 4,656.00
1.4	Locating Services - Coordination	7						7	$ 1,197.00
									$ -
	Labor Hours	49	172	0	172	179	8	580	-
	Labor Dollars	$8,379.00	$28,036.00	$0.00	$16,856.00	$21,480.00	$960.00		$75,711.00

Expenses:

Mileage/materials	$1,100.00
Underground Utility Locate Estimate	$10,800.00

Deliverables: AutoDesk V2026.dwg at 1" = 20' scale with one (1) foot contours

TOTAL FEE	$ 87,611.00

Prepared by: Doug Hartman

CONSULTANT FEE ESTIMATE

BHC Consultants

DHA Surveyors

Attention **Noah Allen, PE, PMP**

Project: **City of Redmond AC Water Main Replacement Project 2504**

Date: 12/19/2025

P5200

Task: **Easement Documentation (per unit cost)**

Prepare Permanent and Temporary construction easement documents, as specified.
Final products delivered on 8.5x11, to include easment exhibit and signed/sealed legal description.

LABOR: 2026 Rate Schedule

TASK NO.	TASK (Scope of Services	Duane Hartman & Associates, Inc.							
		Principle Surveyor 171.00	Project Surveyor I 163.00	Field Tech I 124.00	Field Tech II 98.00	Office Tech I CAD 120.00	Admin 120.00	TOTAL HOURS	LABOR COST
	Survey								
	Easement Preparation	8				4		12	$ 1,848.00
	No Staking cost considered								$ -
									$ -
									$ -
									$ -
	Labor Hours	8	0	0	0	4	0	12	-
	Labor Dollars	**$1,368.00**	**$0.00**	**$0.00**	**$0.00**	**$480.00**	**$0.00**		$1,848.00

Expenses: Mileage/materials
Underground Utility Locate Estimate
DHA Markup

Deliverables: AutoDesk V2026.dwg at 1" = 20' scale with one (1) foot contours

TOTAL FEE	$ 1,848.00

Prepared by: Doug Hartman

AC WATERMAIN REPLACEMENT - VIEWPOINT

Legend

— MAPPING LIMITS

Water Pipe

Parcel

Water Main to be Replaced

+/- 6,500 LF

0 0.5 1 Miles

N W E S

Redmond

Redmond WASHINGTON

Disclaimer: This map is created with data maintained by GIS Services Group, Technology

Utility Locating

Applied Professional Services, Inc.
43530 SE North Bend Way
North Bend, WA 98045

"Solutions that exceed expectations"

Date	Project Address/Job Number:	Services Performed For:
12/16/2025	Near 17704 NE 34th St, Redmond, WA 98052	DHA
		Doug Hartman
	Design Survey Locating	dahartman.dha@frontier.com (206) 571-8224

Scope of Work

A. APS, Inc. will employ all industry and best practices to designate and mark the known conductible and/or non-conductible utilities within the project boundaries.
B. APS, Inc. will sweep the area, after the known utilities have been marked, to attempt to identify any unknown or abandoned utilities.
C. The project boundaries are defined by civil drawings or maps provided by the Client.
D. **Conductible Utility Locating** refers to conductible *(metallic)* utilities only.
E. **Non-Conductible Utility Locating** refers to non-conductible *(non-metal)* utilities only. This is generally for sewer & storm facilities only, or sewer & storm video inspection.
F. **GPR Utility Locating** refers to Ground Penetrating Radar, used to find non-metallic utilities such as concrete, PVC, or polyethylene water mains, USTs, and other anomalies.

Cost Estimate

LABOR DESCRIPTION	HOURS	RATE	AMOUNT
Conductible	80	$135.00	$10,800.00
		Labor Est. Total	$10,800.00

EXHIBIT A2

Ciani & Hatch Engineering – Subconsultant Scope

January 13, 2026

BHC CONSULTANTS
1601 Fifth Avenue
Suite 500
Seattle, WA, 98101

Attn: Noah Allen, PE, PMP

Transmitted via email to: Noah.Allen@bhcconsultants.com

Re: Proposal for Geotechnical Engineering Services
Viewpoint AC Watermain Replacement
Redmond, WA

Ciani & Hatch Engineering, PLLC (CHE) is pleased to submit this proposal for geotechnical engineering services in support of the Viewpoint AC Watermain Replacement project in Redmond, Washington (site). This proposal has been prepared with information provided by BHC Consultants (BHC, prime consultant) and the City of Redmond (City, project owner).

PROJECT BACKGROUND

The City is proposing to replace water and storm sewer piping in the Viewpoint neighborhood. The project will replace approximately 6,000 linear feet of 6-inch asbestos-cement (AC) water pipe with a new 8-inch line, installation of 110 water meters and service lines, and ten fire hydrants. Additionally, three segments of the proposed watermain are being assessed for replacement using trenchless drilling methods. Our understanding of the extents of the improvements is based on the Project Map provided in the RFP materials, reproduced below. The proposed pipeline replacement areas are shown in red.

PROPOSED SCOPE OF SERVICES

TASK 1.1: PROJECT MANAGEMENT AND ADMINISTRATION

Project management and administration includes project file setup, subcontractor management, project progress reporting and invoicing, and meeting attendance. CHE's primary involvement will be over a period of ten (10) months. CHE has assumed the following for meeting attendance:

- Attend one on-site kick-off meeting with the design team to be attended by two (2) CHE Staff.
- Attend up to six (6) 1-hr virtual design team meetings for the project.

ASSUMPTIONS:

- Project duration is eighteen (18) months; CHE will be directly involved for ten (10) months.
- Ten (10) total invoice cycles are included in our scope.

TASK 1.2: GEOTECHNICAL EXPLORATION PROGRAM

Execution of the geotechnical exploration program will include the following tasks:

- Review readily available, published geologic maps, geotechnical reports, and drawings for the Site.
- Prepare a Geotechnical Work Plan, which details the purpose, scope, and execution of the geotechnical exploration program. The Geotechnical Work Plan will include the location, type, and depth of geotechnical explorations, a site plan showing the proposed exploration locations, required traffic control plans, a schedule of geotechnical field activities, and the responsible party for each subcontractor.
- Prepare and submit a City of Redmond (City) Right-Of-Way (ROW) Use permit application package including the work plan, site plan, and traffic control plans. The application package will be submitted for the City's review and approval a minimum of four (4) weeks prior to mobilization for field work. At this time, CHE anticipates traffic control will consist of single lane closures with flaggers or partial closures of cul-de-sacs or eyebrow corners. Following completion of the exploration program, CHE will coordinate a final inspection with the City to close out the permit.
- One (1) staff member from CHE will visit the project site to confirm boring locations and equipment access.
- CHE will coordinate the clearance of underground utilities at the proposed exploration locations. Exploration locations will be marked in the field with white paint and stakes/flagging, as appropriate. The Washington Utilities Coordinating Council's "One Call" locating service will be contacted a minimum of 72 hours prior to drilling. CHE will confirm that all identified utilities on the ticket have been marked and/or cleared at each drilling location.
- CHE will schedule all subcontractors for the work and will coordinate with subcontractors to confirm the work meets the requirements of the ROW Use permit.
- CHE will subcontract a private utility locator to scan the proposed exploration locations utilizing a combination of electromagnetic locating and ground penetrating radar immediately prior to the advancement of the explorations to confirm public markings and identify unmarked obstructions.

- CHE will subcontract drilling, traffic control, and pavement restoration services to execute the geotechnical exploration program, which includes the following tasks:
    - Advancing a total of nine (9) subsurface explorations, with a total drilling footage of up to 130 feet. These borings will include:
        - Five (5) borings to support the conventional trench excavations along the alignment of the proposed watermain replacement. Each boring will be advanced to a depth of 10 feet below ground surface (bgs).
        - Two (2) borings to evaluate trenchless construction near NE 29th St and NE 30th Pl. Each boring will be advanced to a depth of 20 feet bgs and two standpipe piezometer groundwater monitoring wells will be installed (one in each boring).
        - Two (2) borings will be advanced to support the trenchless replacement near NE 33rd St connecting to 180th Ave NE. Each boring will be advanced to a depth of 20 feet and one standpipe piezometer groundwater monitoring well will be installed.
    - Standpipe piezometer groundwater monitoring wells will consist of 2-inch diameter PVC pipe extending to a maximum depth of 20 feet with steel flush-mount monuments. The bottom 10 feet of each pipe will be slotted to allow for groundwater to enter the well. CHE will install pressure transducer data loggers in each piezometer to continuously monitor groundwater levels. CHE will return to the site four times within a twelve-month period to download the data from the pressure transducers and distribute groundwater readings to the design team.
    - Traffic control will consist of single lane closures or partial closures of the cul-de-sacs or eyebrow corners. Driveway access for all residences will be maintained during the duration of work.
    - CHE personnel will monitor the advancement of the borings, collect soil samples, and prepare detailed boring logs of the conditions observed.
    - CHE will subcontract an asphalt company to remobilize within 2 months of completing subsurface explorations for pavement restoration. Borings will be backfilled with bentonite chip to the base of the pavement section, a 3'x3' saw cut will be completed at each boring, and an HMA patch will be completed. Pavement Restoration is anticipated to take 2 days to complete.
- Soil samples collected from the exploratory borings will be delivered to an external geotechnical laboratory for testing. The laboratory testing program is anticipated to include index testing (grain size distribution analyses, percent passing the #200 Sieve, and/or Atterberg limits determinations, as needed), and moisture content determinations.
- Soil samples obtained from the explorations will be held in storage for 30 days after submittal of CHE's final report or 180 days after completion of the exploration program, whichever is sooner. **After that date, the soil samples will be disposed of unless arrangements are made in writing to retain them**.

ASSUMPTIONS:

- Geotechnical exploration work will be completed during daylight hours between 8:00AM and 4:00PM. Geotechnical explorations are anticipated to take 3 days to complete.

- Existing pavement surfacing consists of flexible hot mix asphalt (HMA) pavement at each paved boring location. Pavement coring through PCC has not been included within this scope of work and is not anticipated at the boring locations.
- Proposed exploration locations will be completed within the City ROW.
- City will issue CHE a no-cost ROW Use permit.
- Right-of-Entry, if required, will be provided to CHE by the City at no-cost to support the proposed work presented in this scope.
- A recommended boring depth of 10 feet is provided for conventional trenched sections of the project based on our understanding that the water and storm pipe depth is no greater than 5 feet bgs.
- Boreholes in pavement will temporarily patched with cold mix asphalt. Boreholes will be permanently restored per requirements in City Standard Detail 203, Pavement Restoration for Window Cuts. Borings will be backfilled per DOE requirements.
- Boreholes completed in vegetated areas will be backfilled per DOE requirements. Care will be taken to protect existing vegetation through the use of track mats. Sod, if present, will be temporarily removed for advancement of the boring and replaced after boring completion.
- King County Metro bus stops may be impacted by the drilling program. Per King County Metro requirements, CHE will provide 5 to 10 business days' notice to King County Metro before the start of field work.
- Site soil is free of contaminants and analytical testing of soil and groundwater is excluded from this scope. If potentially contaminated soil or groundwater is detected during drilling, CHE will immediately stop drilling and notify BHC Consultants.
- Drill cuttings will be properly disposed of off-site.
- No locations will require Vactor Truck excavation through the utility zone.
- Neither CHE nor its drilling subcontractor will be responsible for damage to unmarked or mismarked utilities.

DELIVERABLES:

- Geotechnical Work Plan
- City ROW Construction permit application package.

TASK 1.3: GEOTECHNICAL EVALUATION AND DESIGN

The results of the field exploration and laboratory testing program will be summarized in a draft report, which will be submitted to BHC for review and comment. Upon receipt, CHE will address comments and provide an updated draft to submit to the City for review and comment. CHE will incorporate all City comments and submit a final report, signed, and sealed by a Professional Engineer licensed to practice in Washington. The geotechnical engineering report will include:

- A summary of the anticipated soil and groundwater conditions, geotechnical laboratory testing, boring logs, and a site plan showing the approximate locations of the borings relative to the

proposed improvements, and a subsurface soil profile for the three segments of pipe alignment considering trenchless construction.

- A discussion of the near-surface soil and groundwater conditions observed along the project alignment.
- A summary of the observed hot mix asphalt (HMA) pavement thickness at each exploration location to inform pavement resurfacing depths.
- Recommendations associated with conventional trenching techniques including geotechnical parameters for trench shoring design, trench excavation considerations, and bedding and backfilling of pipelines.
- Geotechnical considerations for trenchless techniques (pipe bursting) as an installation method for the project, including excavation, dewatering, and temporary shoring considerations for the launching and receiving pits.
- Conclusions regarding the need to dewater temporary excavations and a discussion of potential dewatering methods that could be used, if required
- An evaluation of the suitability of excavated soil for use as trench backfill.
- A discussion of geotechnical construction considerations and requirements, including recommended quality assurance testing, seasonal work considerations, and equipment mobility/access related to trenching activities.
- CHE will review plans and specifications at the 30%, 60%, 90%, and 100% milestones for compliance with the geotechnical recommendations for the project.

ASSUMPTIONS:

- Well decommissioning is excluded from this scope of services.
- CHE assumes one round of comments from BHC and one round of comments from the City on the draft geotechnical engineering report.

DELIVERABLES:

- Vicinity Map and Site Plan
- Soil boring logs
- Laboratory test results
- Groundwater monitoring plots
- Draft and Final Geotechnical Report provided in PDF format.

CLOSING

We appreciate the opportunity to work with you on this project. If you have questions or require additional information, please contact Sean at sschlitt@chegeotech.com (425-655-2558) or Whitney at wciani@chegeotech.com (208-408-0620).

AC WATERMAIN REPLACEMENT - VIEWPOINT

Legend

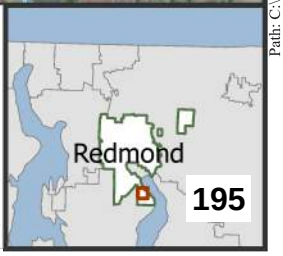
- Water Pipe
- Parcel
- Water Main to be Replaced

0 0.5 1 Miles

N W E S

Redmond WASHINGTON

Disclaimer: This map is created with data maintained by GIS Services Group, Technology and Information Services, City of Redmond, Washington. For reference purposes only.



Path: C:\Users\sjain\OneDrive - City of Redmond\AC Water Main Replacement\Grants\July 2025 Grant App\AC_WaterMain_Map\AC_WaterMain_Map.aprx

Exhibit B
DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The estimated DBE percentage for the project is shown in Exhibit D and E.

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

See full details in Exhibit A, A.1 & A.2

Standard: City of Redmond Datum Control, State Plan Coordinate System
Format: Basemap in CAD/Civil3D 2013 or higher
Transmisstion: SharePoint

B. Roadway Design Files

See full details in Exhibit A, A.1 & A.2

Standard: City of Redmond
Format: Basemap in CAD/Civil3D 2013 or higher
Transmission: SharePoint

C. Computer Aided Drafting Files

See full details in Exhibit A, A.1 & A.2

Standard: Consultant Drafting Standards
Format: Basemap in CAD/Civil3D 2013 or higher
Transmission: SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A, A.1 and A.2

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A, A.1 and A.2

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnished services and information outlined in Scope of Work Exhibit A, A.1 and A.2

II. Any Other Electronic Files to Be Provided

Deliverables outlined in Scope of Work Exhibit A, A.1 and A.2

III. Methods to Electronically Exchange Data

City
Masterworks

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

Exhibit D
Prime Consultant Cost Computations

See Exhibit D attached

Exhibit D

Consultant Fee Determination

Project Name: Viewpoint AC Watermain Replacement
Project Number: 2504
Consultant: BHC Consultants, LLC

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 145%	Fee (Profit) 28%	Total Hourly Rate	Total
Principal QA/QC	64	$ 96.00	$139.46	$27.22	$263	$16,811
Project Manager	616	$ 92.00	$133.65	$26.08	$252	$155,066
Project Engineer	560	$ 70.00	$101.69	$19.85	$192	$107,259
Senior Engineer	88	$ 98.00	$142.36	$27.78	$268	$23,597
CAD	796	$ 62.00	$90.07	$17.58	$170	$135,037
Project Assistant	174	$ 58.00	$84.26	$16.44	$159	$27,614
Project Accountant	40	$ 59.50	$86.44	$16.87	$163	$6,512
Engineer	1,150	$ 68.50	$99.51	$19.42	$187.43	$215,544
Total Hours	3,488				**Subtotal:**	$687,440

REIMBURSABLES

Mileage	$500
Misc. Reimbursables	$500
Arborist	$7,000
Potholing - APS	$160,000
Traffic Control Plans - National Barricade	$6,000
Subtotal:	$174,000

SUBCONSULTANT COSTS (See Exhibit E)

Ciani and Hatch Engineers	$152,558
DHA	$89,459
Subtotal:	$242,017

Total:	$1,103,457
Contingency:	96,543
GRAND TOTAL:	$1,200,000

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See Exhibit E, E.1, and E.2

EXHIBIT E

Subcontracted Work

Project Name: Viewpoint AC Watermain Replacement
Project Number: 2504
Consultant: BHC Consultants, LLC

The City permits subcontracts for the following portions of work of the Agreement:

Subconsultant	Work Description	Amount
Ciani and Hatch Engineers	Geotechnical	$152,558
DHA	Surveying	$89,459
	Total:	$242,017

Exhibit E

Consultant Fee Determination

Project Name: Viewpoint AC Watermain Replacement
Project Number: 2504
Subconsultant: **Ciani and Hatch Engineers**
Work Description: **Geotechnical**

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Principal Engineer	71	$ 290.00			$290	$20,590
Senior Engineer II	43	$ 248.00			$248	$10,664
Senior Engineer I	107	$ 225.00			$225	$24,075
Project Engineer	43	$ 170.00			$170	$7,310
Senior Staff Engineer	185	$ 155.00			$155	$28,675
Project Coordinator	24	$ 160.00			$160	$3,840
Total Hours	473				**Subtotal:**	$95,154

REIMBURSABLES

Mileage	$673
Field Supplies	$165
E-Tape	$245
Pressure Transducer	$3,000
Holt Drilling (Drilling Subcontractor)	$21,260
CNI - Utility Locating Subcontractor	$1,860
OKTC - Traffic Control Subcontractor	$6,895
CADCAB - CAD Support Subcontractor	$3,300
HWA Geosciences - Laboratory Testing	$4,705
ARC Restoration - Asphalt Patching Subcontractor	$15,300
Subtotal:	$57,404

SUBCONSULTANT COSTS

Subtotal:	

Total: $152,558

Exhibit E

Consultant Fee Determination

Project Name: Viewpoint AC Watermain Replacement
Project Number: 2504
Subconsultant: **DHA**
Work Description: **Surveying**

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Principal Surveyor	57	$ 171.00			$171	$9,747
Project Surveyor	172	$ 163.00			$163	$28,036
Field Tech I		$ 124.00			$124	
Field Tech II	172	$ 98.00			$98	$16,856
Office Tech I CAD	183	$ 120.00			$120	$21,960
Admin	8	$ 120.00			$120	$960
Total Hours	592				**Subtotal:**	$77,559

REIMBURSABLES

Mileage/materials	$1,100
Underground Utility Locates	$10,800
Subtotal:	$11,900

SUBCONSULTANT COSTS

Subtotal:	

Total: $89,459

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Washington State Department of Transportation specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of City of Redmond
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

BHC Consultants LLC

whose address is

1601 Fifth Avenue, Suite 500, Seattle, WA-98101

and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

BHC Consultants LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Redmond

I hereby certify that I am the:

☒ Mayor or Mayor Designee

☐ Other

of the City of Redmond, and BHC Consultants LLC

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WA State Dept. of Transportation

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

BHC Consultants LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

BHC Consultants LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Viewpoint AC Watermain Replacement* are accurate, complete, and current as of date project costs were agreed upon**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: **BHC Consultants LLC**

Signature

Title

Date of Execution _____***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ _____ .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) total a $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

The EPA is partially funding the project. Consequently, the following additional terms and conditions apply to the contract provisions:

Debarment and Suspension

2 C.F.R. Part 180 & 2 C.F.R. Part 1532

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor's firm is disbarred or suspended from bidding or working on a federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a federally funded project.

The contractor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The contractor is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The contractor acknowledges that failing to disclose the information required under 2 C.F.R. Part 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

When the contractor enters into a covered transaction with another person at the next lower tier, he or she must verify that the person with whom they intend to do business is not excluded or disqualified. Do this by:

- Checking the Excluded Parties List System (EPLS); or
- Collecting a certification from that person; or
- Adding a clause or condition to the covered transaction with that person. The contractor may access the EPLS at https://sam.gov/content/home.

Disadvantaged Business Enterprises (DBE)

40 C.F.R. Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Equal Employment Opportunity

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Memorandum

Date: 2/3/2026
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-055
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Public Works	Ken Waldo	Environmental Scientist
Public Works	Lisa Rigg	Senior Engineer
Public Works	Ernest Fix	Operations Manager
Public Works	Chris Stenger	Deputy Director

TITLE:
Approve Consultant Agreement with Hazen and Sawyer for Feasibility and Pre-design Analysis for PFAS Treatment for Wells 1 and 2

OVERVIEW STATEMENT:
Public Works is requesting approval of a consultant agreement with Hazen and Sawyer in the amount of $284,276 for feasibility and pre-design services for potential PFAS Treatment for Wells 1 and 2.

BACKGROUND:
PFAS regulations have been evolving in recent years, both at the state and federal level. On April 10, 2024, the U.S. Environmental Protection Agency (EPA) finalized the first-ever maximum contaminant levels (MCLs) for six PFAS chemicals, which takes effect in 2029. Effective on January 15, 2026, the Washington State Department of Health (DOH) will decrease the State Action Levels for six PFAS chemicals to align with EPA's MCLs.

Based on water sample results at Supply Wells 1 and 2, it is anticipated that treatment will be needed by 2029 to meet the EPA MCL for perfluorooctanesulfonic acid (PFOS). Public Works is proposing to move forward with a pre-design analysis for PFAS treatment for Wells 1 and 2 as the first step in formal design and potential construction of a treatment facility. Attachment B shows recent sample results for Supply Wells 1 and 2.

Four consultant Statement of Qualification (SOQ) documents were selected from the MRSC roster for PFAS treatment services. Requests for project-specific SOQs were issued to the selected consultants, and three firms submitted responses. The SOQs were evaluated and scored by three stakeholder teams within Public Works. Hazen and Sawyer received the highest overall rating for this project. Public Works and the consultant are working together to finalize scope and budget.

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

REQUESTED ACTION:

☐ **Receive Information** ☒ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Water System Plan
- **Required:**
  Council approval is required to award an Architectural and Engineering Services agreement that exceeds $50,000 (2018 City Resolution 1503)
- **Council Request:**
  N/A
- **Other Key Facts:**
  PFAS treatment is required by April 26, 2029, if sampling levels remain above defined thresholds. Failing to treat will result in having to stop serving water from Wells 1 and 2.

OUTCOMES:

The feasibility and pre-design analysis will provide direction and preliminary testing for PFAS treatment for Wells 1 and 2. The results of the analysis will provide the framework for a Capital Project to build long-term treatment for removal of PFAS from the well water. The project, once complete, will allow the City to continue to serve water from Wells 1 and 2 long-term.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Future communication will include notification to customers within the well service area based on DOH requirements.
- **Outreach Methods and Results:**
  Current Communication: Results of PFAS detections have been shared via the city website redmond.gov/PFAS, the Water Quality Report with a utility bill insert, and in multiple social media posts.
  Future Communication: Public notification of PFOS detections in Wells 1 and 2 to customers in the well service area will likely be required by DOH in Q1 2027.

- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
$284,276

Approved in current biennial budget: ☐ Yes ☒ No ☐ N/A

Budget Offer Number:
0000267

Budget Priority:
Healthy and Sustainable

Other budget impacts or additional costs: ☒ Yes ☐ No ☐ N/A
If yes, explain:
Water Utility Fund Balance.

Funding source(s):
Water Operations

Budget/Funding Constraints:
None

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
1/20/2026	Business Meeting	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/17/2026	Business Meeting	Approve

Time Constraints:
Effective PFAS treatment needs to be in place and fully functional to allow the City to serve water from Wells 1 and 2 by April 26th, 2029, and continue to meet Cascade Water Alliance independent supply requirements.

ANTICIPATED RESULT IF NOT APPROVED:
The pre-design analysis is the first step in formally addressing the need for PFAS treatment for Wells 1 and 2. If it is not approved, design and construction of PFAS treatment will not move forward. This will result in removing Wells 1 and 2 from production by April 26th, 2029. Additional water will need to be purchased through Cascade Water Alliance at a significant cost increase to the City.

ATTACHMENTS:
Attachment A: Hazen and Sawyer Consultant Agreement - Draft Scope of Work
Attachment B: PFAS Monitoring Quarterly Results
Attachment C: Consultant Fee Workbook

Scope of Work for PFAS Treatment System Cost Estimate and Preliminary Design

Background

The City of Redmond (City) owns and operates a water treatment and distribution network to deliver finished drinking water to its customers. The City gets a little less than 2/3 of its water supply from the Cascade Water Alliance (CWA) via Seattle Public Utilities' Tolt System, with the remainder provided via five municipal groundwater wells. PFOS has been detected in Wells 1, 2, 3 and 5 (4 is offline) via quarterly testing initiated in Fall 2024, with the results in Wells 1 and 2 exceeding the EPA MCL of 4 ppt (levels range between 4.86 and 5.08 ppt). Quarterly testing also identified low level detections of the short-chain PFBS in all wells (initially only Wells 1 and 2, but more recently all wells showed detections of PFBS). These levels range from 2.09 to 4.54 ppt, with only the more recent detections in Wells 1 and 2 being above the 3 ppt practical quantitation limit (PQL) for PFBS.

To comply with the U.S. Environmental Protection Agency's (EPA) regulations, particularly the new Maximum Contaminant Levels (MCLs) for certain PFAS compounds, the City has retained Hazen and Sawyer (Hazen) to provide engineering services to perform a feasibility study and conceptual design for a system to treat the PFAS levels observed in Wells 1 and 2. The feasibility analysis and conceptual design will consider alternative treatment processes to address the observed PFAS concentrations and will evaluate their overall effectiveness, cost to construct and operate and the feasibility of implementing the technologies (considering factors such as residuals management, ease of permitting, space requirements, etc.). To support this City in this effort, Hazen will perform the following tasks:

- Task 1 – Project Administration
- Task 2 – Feasibility Analysis and Conceptual Design

General Scope

The general scope of services for this project is to provide the City with engineering services to assess the feasibility of treating PFAS at municipal wells 1 and 2 and to develop a conceptual design for the recommended treatment alternative. In providing these services, Hazen will:

- Utilize One Water Engineering for bench-top evaluation of treatment process efficacy (via Rapid Small-Scale Column Tests, or RSSCTs).
- Provide engineering services for assessing feasibility of different treatment technologies and providing a conceptual design for the recommended treatment approach.

General Assumptions

The following general assumptions are common to each task and subtask under this Scope of Services, unless stated otherwise:

- The City will provide Hazen one set of consolidated and reconciled City comments on submittals from Hazen. City review times are estimated as no more than 10 business days from the date of transmittal of each deliverable from Hazen to the City.
- Final submittals identified in the following task and subtask descriptions will be electronic in PDF format transmitted via email or Hazen file transfer application.
- Hazen has a reasonable right to rely on the accuracy of information, data and documents provided by the City without independent verification by Hazen.
- No surveying services are required for this project.
- Geotechnical investigation work is not required for this level of analysis.
- The opinions of probable project or construction cost (OPCC) provided by Hazen are made based on information available to Hazen at the time of development and based on Hazen's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, Hazen has no control over the cost of labor, materials, equipment, or services furnished by others, or the contractor(s') methods of determining prices, or competitive bidding or market conditions, Hazen therefore does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Hazen prepares. Each OPCC prepared for this project will have a range of accuracy based upon Association for the Advancement of Cost Estimating (AACE) International Recommended Practice No. 18R-97, as defined in this scope for each deliverable.

Task 1 – Project Administration

Task 1.1 – Project Management

Objective

The purpose of this task is to manage scope, schedule, and budget throughout the completion of all tasks. Budget in this task will allow for project oversight and management by the Project Manager. Tasks include monthly invoicing, progress and schedule updates, management of project team, a written management plan, and general coordination with the City of Redmond and the larger project team to deliver this scope of services.

Hazen Services

- Prepare the Project Management Plan (PMP) outlining project scope, overall Work Breakdown Structure (WBS), team organization, preliminary project schedule, and project communications protocol.
- Prepare the project Quality Assurance and Quality Control (QA/QC) Plan to outline the QA/QC procedures for this project.

- Conduct quality assurance reviews regularly throughout the project to discuss technical approach, team resources, other available or required firm resources, and project management approach.
- Coordinate with and manage the project team and subconsultant.
- Prepare monthly invoices in accordance with the contract terms and conditions.
- Prepare a monthly status report, describing the following:
    - Services completed during the invoice month
    - Services planned for the following month
    - Needs for additional information
    - Scope/Schedule/Budget status
    - Project schedule update and financial status summary
- Attend a bi-weekly project management check-in meeting via Microsoft Teams with the City Project Manager to review scope, schedule, and budget. This meeting will provide a means for communication of potential issues and project challenges.

City Responsibilities

- Participate in project management meetings.
- Timely processing and payment of project invoices.
- Review and process contract change requests and amendments, if required.

Assumptions

- Task 1.1 duration is 10 months for the feasibility assessment and conceptual design services.
- Project schedule is as shown at the end of this Scope of Services.
- One (1) 30-minute project management and design update meeting will be held biweekly for the duration of the project, for a total of 20 meetings. These meetings will be conducted via phone or teleconference. An allowance for an additional five 30-minute meetings will be included in the fee estimate for this task.
- Invoices will be standard Hazen format in electronic format (Portable Document Format [PDF] file).

Deliverables

- Project management meeting agenda (PDF file).
- Monthly progress report and invoice (PDF file).

Task 1.2 – Project Initiation and Data Review

Objective

Conduct and participate in a project kick-off meeting with City staff and provide for an opportunity to participate in a site visit with City staff to collect and identify existing conditions and project site data for conceptual design considerations including limitations and restrictions that will apply to the project. Obtain and review data necessary to perform the feasibility assessment and conceptual design.

Hazen Services

- Prepare for and conduct the project kick-off meeting with City staff.
    - The kick-off meeting will introduce project team members, identify roles and responsibilities, define communication organization, review project background, review scope of services, present a baseline project schedule, and identify critical issues related to the project (i.e., defining overall project goals).
    - The kick-off meeting will also establish the overall goals for the process evaluation and technology selection effort.
- Prepare and submit a data request list to the City, which will include facility record drawings, information regarding surrounding utilities (water, sewer and storm), property information, PFAS monitoring data and other groundwater quality data. It should be noted that some of these data have been provided to Hazen during the scoping process but are listed here for clarity.
- Review the collected data to inform overall project understanding and to support the feasibility assessment and conceptual design efforts.

City Responsibilities

- Facilitate and participate in the project kick-off meeting.
- Provide access to the Wells 1 and 2 treatment facility site for Hazen staff to conduct a field investigation.
- Provide requested data to Hazen in a timely manner.

Assumptions

- The project kick-off meeting is limited to a single 1-hour period.
- The project kick-off meeting will be attended by up to three (3) Hazen staff, who will then proceed to perform the site visit / field investigation.

Deliverables

- Project kick-off meeting agenda and notes (PDF file).
- Data request list (PDF file).

Task 2 – Technology Evaluation and Recommendation

Under this task, Hazen will evaluate multiple treatment technologies for suitability to address observed PFAS in municipal wells 1 and 2. Each technology will be evaluated based on treatment efficiency and overall effectiveness, operational complexity, high-level capital cost to implement, compatibility with other treatments used at the wells, and approximate lifecycle costs, among other factors. Bench-scale treatability testing will be performed for selected technologies to better assess their operational performance. The result of this task will be a recommended technology for use in conceptual design development.

Task 2.1 – Bench-Scale Adsorbent Testing

Objective

Evaluate the applicability of adsorbents to remove PFAS from the City of Redmond's blended municipal well 1 and 2 source water.

Subconsultant Services – Testing Services

Hazen will contract with a testing laboratory to perform bench-scale adsorbent testing with applicable methods to determine the effectiveness of selected adsorbents with water sourced from municipal wells 1 and 2.

- Prepare a bench-testing plan to outline objectives, procedures and analytical requirements for each test performed.
- Receive and store water sourced from municipal wells 1 and 2.
- Confirm presence of PFAS in sampled water and discuss / implement spiking of PFAS for improved test resolution.
- Perform bench-scale testing with alternative adsorbent materials and applicable methods.
- Provide a data analysis and summary report to document processes, results, summary and recommendations.

Hazen Services

- Conduct a bench-testing process kick-off meeting with City staff.
- Coordinate testing requirements with the subconsultant.
- Coordinate with carbon, ion-exchange and novel adsorbent manufacturers to obtain samples of adsorbents for testing.
- Obtain water samples of blended well 1 and 2 water from the City's tap.
- Package, prepare and ship samples to the subconsultant.
- Manage testing subconsultant contract.
- Coordinate and pay for analysis of water quality samples.
- Review and provide comments on bench testing plan.
- Review and provide comments on data analysis and summary report.
- Incorporate the results of the data analysis and summary report with media cost estimates and process recommendation as part of the technology review recommendation (Task 2.2 deliverable).

City Responsibilities

- Provide applicable historical testing results and reports.
- Participate in the bench-testing kick-off meeting.
- Review and provide comments on bench testing plan.
- Review and provide comments on data analysis and summary report.

Assumptions

- The sample water will be collected in 55-gallon drums at the location of the combined municipal well 1 and 2 tap and shipped to the testing agency by Hazen. Shipment of these drums will be on a pallet (three drums per pallet) wrapped together with each drum approximately 90% full. The shipment will be a class 50, less than load (LTL) shipment. Shipments will be coordinated through a shipping broker such as Freight Center or directly through a shipping company like TForce Freight. Drums and pallet for shipment be procured from Uline (Drum Part Number: S-10757BLU, Pallet Part Number: H-1211). It is assumed that shipment will require liftgate at pickup and dropoff locations.
- Adsorbent testing will be performed with up to three (3) types of adsorbents:
    - Granular Activated Carbon (GAC)
    - Ion-Exchange (IX) Resin
    - Specialty Adsorbent, proprietary source
- Testing will be conducted on up to six media samples.
- Two raw water samples will be collected and analyzed for PFAS, TOC, UV254, alkalinity, hardness, iron, manganese, iron, manganese, sulfate, nitrate, chloride, chlorine, and pH.
- The effluent of each of the six media samples will be analyzed for PFAS (up to 10 samples per media sample), TOC (up to 10 samples per media sample), UV254 (up to 6 samples per media sample), and sulfate, nitrate, and chlorine (up to 3 samples per media sample).
- Adsorbent testing data analysis and summary report will consist of up to 50 pages.

Deliverables

- Adsorbent Testing Data Analysis and Summary Report (PDF file).

Task 2.2 – Technology Evaluation

Objective

Incorporating the results of the bench-scale testing, evaluate potential PFAS treatment technologies to treat the water from municipal wells 1 and 2. Factors to be considered in the evaluation include approximate, high-level capital and operating costs (and lifecycle cost); potential pre-treatment requirements to address background constituents (e.g., iron and manganese) as well as other contaminants that could impact fouling / treatment performance and media longevity; changes to chemical feed process to incorporate the additional treatment; hydraulic impacts of treatment on the existing system pumps; waste disposal requirements to handle startup flushes and periodic backwashing of media; site availability, including property availability, zoning, setbacks / maximum height requirements, etc.; and, permitting feasibility. The results of the evaluation will be a recommended treatment technology to be used in conceptual design development. The evaluation will be summarized in a section of the final feasibility and conceptual design report, discussed in Task 4.

Hazen Services

- Perform an evaluation of historical raw water quality to characterize raw water quality parameters and PFAS concentrations.
- Identify additional treatment needs to address background water quality constituents (e.g., iron and manganese) and develop preliminary sizing for those treatment systems.
- Establish the basis of design for up to four PFAS treatment approaches, including GAC, IX, novel adsorbents and reverse osmosis (RO) membranes.
    - It should be noted that the RO membrane sizing is being performed for thoroughness of the evaluation but will be limited to approximate capital cost and overall footprint. Based on the nature of the project, siting constraints and the types of PFAS observed and their concentrations, this technology is unlikely to be recommended so more qualitative responses to the remaining factors will be provided based on previous project experience (i.e., difficulty in RO concentrate disposal, O&M costs, etc.).
    - For the other three PFAS technologies the conceptual design will include loading rates, empty bed contact times (EBCTs), size and number of units, headloss, pretreatment needs, and waste flows (both startup and during media changeout). Facilities will be sized based on the reported 1,400 gpm combined flow rate from wells 1 and 2.
- Evaluate the existing disinfection and chemical feed systems at the well 1 and 2 facility to identify any required modifications, whether related to moving the point of chemical addition or additional feed requirements for pre-treatment facilities.
- Size the PFAS treatment building (both in plan and approximate elevation) and compare the sizes of structures needed for the different treatment technologies to the available space.
- Develop a preliminary hydraulic profile through the PFAS treatment trains to identify pressure requirements for new treatment vessels, piping and related equipment, and any identified pre-treatment systems. Coordinate with the City to obtain a system curve from the hydraulic model that the existing pumps see. Review the system curves for the existing pumps, coupled with the additional headloss from the proposed treatment trains, and identify potential impacts on their performance.
    - *If needed, Hazen will coordinate with the City to perform pump testing to assess the current pump operating curve compared to the published operating curve for the pumps.*
- Using the waste flows identified for each PFAS treatment process, coordinate with the City to understand limitations on disposal rate and potential contaminant concentrations (e.g., arsenic). Establish the volume and configuration of the residuals holding/equalization tank for each treatment process to accommodate sewer discharge flow restrictions and identify pumping / flow control valve requirements. This includes alternative means of addressing startup arsenic for GAC systems, including low rinse approaches and procuring alternative carbons with lower arsenic levels (e.g., acid rinsed media). Evaluate returning decant water from the residuals holding/equalization tank to the head of the treatment train.
- Develop a matrix that compares each technology based on:
    - Treatment performance / time to breakthrough for target PFAS
    - Anticipated media change out costs / O&M costs
    - Pre-treatment needs
    - Chemical feed modifications
    - Facility footprint and ease of siting the facility
    - Capital cost to construct

    - Hydraulic impacts on existing pumps
    - Residuals handling and disposal considerations
- Prepare for and lead a workshop with the City to review the analyses performed and discuss the comparison matrix such that the team can reach consensus on the preferred treatment technology to address the well 1 and 2 PFAS concentrations.

City Responsibilities

- Share additional requested data and respond to questions from the project team regarding the technology assessment tasks.
- Provide access to the Wells 1 and 2 treatment facility site for Hazen staff if additional visits are needed to gather additional information or address identified questions.
- Participate actively in the treatment process review workshop.

Assumptions

- Cost estimates will be Class 5.
- Facility sizing / layout figures will consist of "boxes" that establish overall footprint at this stage to allow differences in technologies to be assessed.
- One treatment option to address background water quality constituents will be developed at this stage for planning purposes.
- Data are available to permit the evaluation of the sewer capacity and pump hydraulics / system curve.
- The workshop will be attended virtually and will be two hours in duration.
- The bench-scale RSSCT evaluation will be sufficient to perform the PFAS treatment feasibility assessment and that the results will be acceptable to DOH without piloting. This is consistent with other recent PFAS projects performed by Hazen in Washington State.

Deliverables

- PFAS treatment technology comparison matrix (PDF)
- Treatment process review workshop agenda and notes (PDF file).

Task 2.3 – Optional Task: Municipal Well 4 Water Quality and Treatment Evaluation

Objective

Leverage the work performed under Tasks 2.1 and 2.2 coupled with available water quality data for Municipal Well 4 to identify if the results for Wells 1 and 2 could be used to guide future planning for Well 4.

Hazen Services

- Review historical water quality data for Well 4 along with anticipated production.

- Identify if the water quality from Well 4 suggests that the results from the evaluation for Wells 1 and 2 would be applicable to Well 4.
- Assuming the data suggests applicability, identify the preliminary treatment recommendations for Well 4 and an approximate cost to implement the recommended concept(s).

City Responsibilities

- Share available production and water quality data for Well 4 and representative monitoring wells in the vicinity of Well 4.
- Provide answers to questions raised by Hazen relative to Well 4 operations.

Assumptions

- It is assumed that Well 4 quality will be comparable to that from Wells 1 and 2 such that recommendations can be made and costs provided.
- No bench-scale testing, preliminary engineering or workshops will be performed relative to this evaluation.

Deliverables

- Summary email documenting the analysis, findings and recommendations for Well 4.

Task 3 – Conceptual Treatment System Design

Objective

Develop a conceptual design for the recommended / preferred PFAS treatment technology to facilitate the City's planning and budgeting for the proposed system. This includes conceptual design drawings, documenting site development considerations, costs, implementation schedule, and implementation risks. The outcome will be a technical report that summarizes the evaluation and effort and documents the above considerations.

Hazen Services

- Prepare conceptual design drawings for the proposed treatment facility. A basis of design table will be prepared documenting the proposed design criteria for the proposed facilities (sizes, loading rates, etc.). Drawings to support the conceptual design will consist of:
    - Process flow schematic depicting existing and proposed facilities
    - Proposed modifications to the existing facilities (via redline markup of existing PDF record drawings), to include potential changes to chemical feeds, piping and/or pumps
    - Plan view of the proposed PFAS treatment building depicting the major process elements
    - Site plan depicting the proposed facilities and connecting piping
- Prepare a summary of key conceptual design considerations for inclusion in the final report. This summary shall include:

    - Site constraints and space needs including discussion of siting and site permitting related challenges with the proposed facilities, including property acquisition / easement needs, permit requirements and potential waiver needs, stormwater management needs, etc. Hazen will also investigate truck access requirements on the proposed site location for delivery of treatment media (as the City noted the site was somewhat constrained).
    - Ancillary items such as identification of possible geotechnical / seismic risks, electrical power needs, noise, and architectural treatments for the proposed facilities.
    - Cost analysis for both capital and operating costs. Capital costs will include construction costs and major markups (overhead and profit, contingency, and other "general conditions" items) as well as engineering, permitting and property acquisition costs. O&M costs will include approximate labor costs, energy costs, costs for residuals disposal and treatment media replacement costs, chemical costs and other recurring treatment costs. A life cycle cost estimate will also be performed.
    - A summary of the major risks and mitigating activities, including those discussed above as well as regulatory changes, material shortages or manufacturing delays, etc.
- Prepare a preliminary project implementation schedule, to include:
    - Final design and permitting.
    - Regulatory deadlines (including the current EPA 2029 deadline and potential future changes).
    - The City of Redmond's Capital Improvement Program (CIP) process and budgeting cycles.
    - Current and anticipated lead times for critical materials and equipment.
    - Availability of qualified contractors for design and construction.
    - Property acquisition if required for project footprint.
- Prepare for and lead a Preliminary Design Review Workshop.
- Prepare for and lead a Project Cost, Schedule and Risk Workshop

City Responsibilities

- Provide requested reference documents and information on a timely basis.
- Coordinate with the serving electric utility company if the existing utility service needs to be upgraded to understand the nature of the effort, costs and schedule.
- Participate in project coordination meetings and workshops.

Assumptions

- The City can provide data related to labor costs for staff, sewer disposal costs, chemical costs and costs for property acquisition (if needed).
- Two 1-hour project coordination meetings will be held during the conceptual design effort, each of which will be attended virtually.
- Each workshop will be two hours in duration and will be attended virtually.
- Preliminary project cost estimate will be a Class 5 estimate

Deliverables

- Conceptual design drawings (PDF)

- Project coordination meeting agendas and notes (PDF)
- Workshop agendas and notes (PDF)

Task 4 – Feasibility Analysis and Conceptual Design Report

Objective

Develop a written report summarizing the efforts expended in the preceding Tasks 2 and 3.

Hazen Services

- Prepare a written report summarizing the feasibility analysis and conceptual design tasks, pulling from previously prepared sections, figures, tables and drawings as necessary.
- Respond to review comments from the City.

City Responsibilities

- Provide review comments on the draft report.

Assumptions

- The City will provide one round of consolidated review comments on the draft report.

Deliverables

- Draft and final Feasibility Analysis and Conceptual Design Report (PDF)

PROJECT SCHEDULE

Work will begin as soon as written Notice to Proceed is issued by the City of Redmond (email is sufficient). The anticipated start date is approximately March 3 (the February 17 Council approval date plus 2 weeks). The anticipated project schedule is as follows (specific dates are preliminary to be coordinated with the City after kickoff):

- **Engineer Notice to Proceed** **March 3, 2026**
- **Project Kickoff Meeting** **week of March 16, 2026**
    - **Site Visit and Sampling** **March 17, 2026**
- **Process Recommendation Workshop** **August 18, 2026**
- **Preliminary Design Review Workshop** **September 21, 2026**
- **Project Cost, Schedule and Risk Workshop** **October 21, 2026**
- **Submission of draft Feasibility Report** **December 2026**

		PFAS Compounds (parts per trillion)					
		PFOA	PFOS	PFHxS	PFNA	HFPO-DA	PFBS
	Final MCL (effective 2029)	4.0	4.0	10	10	10	NA
	State Action Levels	10	15	65	9	NA	345
10/30/2024	Well 1 & 2 Treatment	ND	**4.99**	ND	ND	ND	2.09
	Well 3	ND	2.62	ND	ND	ND	ND
	Well 4**	NS	NS	NS	NS	NS	NS
	Well 5	ND	2.41	ND	ND	ND	ND
1/31/2025	Well 1 & 2 Treatment	Down for Maintenance - No Sample Take					
	Well 3	ND	2.78	ND	ND	ND	2.12
	Well 4**	NS	NS	NS	NS	NS	NS
	Well 5	ND	2.82	ND	ND	ND	ND
5/8/2025	Well 1 & 2 Treatment	ND	**4.86**	ND	ND	ND	4.54
	Well 3	ND	2.57	ND	ND	ND	2.14
	Well 4**	NS	NS	NS	NS	NS	NS
	Well 5	ND	2.51	ND	ND	ND	2.17
8/14/2025	Well 1 & 2 Treatment	ND	**5.08**	ND	ND	ND	4.53
	Well 3	ND	2.27	ND	ND	ND	2.32
	Well 4**	NS	NS	NS	NS	NS	NS
	Well 5	ND	3.47	ND	ND	ND	2.99
10/9/2025	Well 1 & 2 Treatment	ND	**4.92**	ND	ND	ND	5.06
	Well 3	ND	2.51	ND	ND	ND	2.4
	Well 4**	NS	NS	NS	NS	NS	NS
	Well 5	ND	2.8	ND	ND	ND	2.98
Scheduled 1/2026	Well 1 & 2 Treatment						
	Well 3						
	Well 4**	NS	NS	NS	NS	NS	NS
	Well 5						

ND = not detected; NS = not sampled

Results that are listed in **bold font** are detection levels that exceed the future MCL for the associat

* The Hazard Index (HI) is a long-established approach that EPA regularly uses to understand heal mixture (i.e., exposure to multiple chemicals). The HI is made up of a sum of fractions. Each fracti each PFAS measured in the water to the health-based water concentration.

For more information on how the HI is calculated visit this link.

**Well 4 is inactive and has not yet been sampled for Initial Monitoring

Hazard Index (Unitless)
Mixtures containing two or more of PFHxS, PFNA, HFPO DA, and PFBS
1
NA
0*
0*
NS
0*
n
0*
NS
0*
0*
0*
NS
0*
0*
0*
NS
0*
0*
0*
NS
0*
NS

ted compound.

th risk from a chemical
on compares the level of

INSTRUCTIONS FOR CONSULTANT FEE COMPUTATION WORKSHEET

This worksheet is designed to assist in negotiating the consultant's fee. The negotiated fee is used to establish negotiated hourly rates for consulting services. The intent is to establish a fair and reasonable fee for each agreement based on the specific scope of work for the project using the Consultant Fee Computation Worksheet as a guide.

Based on the circumstances of each agreement and/or supplement, each of factors listed on the Negotiated Fee tab shall be weighted from .15 to .30 as indicated. The value shall be obtained by multiplying the rate by the weight. The value column, when totaled, indicates the fair and reasonable fixed fee and/or profit percentage of the direct (raw) labor costs for the agreement and/or supplement.

Agreement Exhibits D, E, and E# are designed to be attached to the consultant agreement. Do not attach the "Negotiated Fee" worksheet.

Exhbit E# is required for all subconsultants at any tier whose fee is equal to or greater than $10,000.

Note: The individual worksheets in this workbook have been protected to help prevent inadvertent changes. If you need to unprotect the sheet to make adjustments for a specific project, go to the Review tab and unprotect the sheet. No password is required.

Form Rev: 2025-07-03

Negotiated Fee

Project Name:	*Wells 1 and 2 PFAS Treatment Feasibility Study and Conceptual Design*
City Project Number:	
Consultant:	*Hazen and Sawyer*
Estimated Design Fee:	*$284,350*
Prepared By:	*Aaron Duke*

Fee Computation

Factor			***Rate***		***Weight***	***Value***
Degree of Risk			*0.26*	*X*	*25*	*6.50*
Relative Difficulty of Work			*0.30*	*X*	*20*	*6.00*
Estimated Design Fee		*$284,350*	*0.29*	*X*	*15*	*4.35*
Period of Performance	*enter in months*	*12*	*0.22*	*X*	*15*	*3.30*
Assistance by the Agency			*0.30*	*X*	*15*	*4.50*
Subconsulting	*enter %*	*18%*	*0.20*	*X*	*10*	*2.00*
Negotiated Fee (% of DSC)					***100***	***26.65 %***

Note: See Instructions for factor descriptions and rate guidelines. Minimum is .15 and maximum is .30.

Multiplier Computation

Component	***Multiplier***
Labor (DSC)	*1.00*
Overhead (OH)	*1.67*
Fee	*0.27*
Total Multiplier (DSC+OH+Fee)	***2.94***

Exhibit D

Consultant Fee Determination

Project Name: Wells 1 and 2 PFAS Treatment Feasibility Study and Conceptual Design
Project Number:
Consultant: Hazen and Sawyer

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 167%	Fee (Profit) 27%	Total Hourly Rate	Total
VP (Project Management)	74	$ 144.87	$242.22	$38.61	$426	$31,502
VP (Technical Advisor / QAQC)	68	$ 144.87	$242.22	$38.61	$426	$28,948
Senior Associate (Wells)	32	$ 103.90	$173.72	$27.69	$305	$9,770
Senior Associate (Disciplines)	38	$ 103.90	$173.72	$27.69	$305	$11,602
Sr. Principal Engineer (Process	322	$ 74.67	$124.85	$19.90	$219	$70,653
Sr. Principal Engineer (Disciplin	22	$ 74.67	$124.85	$19.90	$219	$4,827
Assistant Engineer 2	132	$ 47.12	$78.78	$12.56	$138	$18,277
CAD/BIM	48	$ 47.18	$78.88	$12.57	$138.64	$6,655
Total Hours	736				**Subtotal:**	$182,233

REIMBURSABLES

Travel (airfare and mileage)	$2,200
Shipping Water Samples to One Water Engineering	$3,000
Laboratory Costs	$25,000
RSSCTs (6 columns @ $7,000/column)	$42,000
PFAS Spiking (4 drums @ $1,000/55 gal drum)	$4,000
Subtotal:	$76,200

Total:	$258,433
Contingency:	25,843
GRAND TOTAL:	$284,276

EXHIBIT E

Subcontracted Work

The City permits subcontracts for the following portions of work of the Agreement:

Subconsultant	Work Description	Amount
	Total:	

Exhibit E

Consultant Fee Determination

Project Name: Wells 1 and 2 PFAS Treatment Feasibility Study and Conceptual Design
Project Number:
Subconsultant:
Work Description:

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Total Hours					**Subtotal:**	
REIMBURSABLES						
					Subtotal:	
SUBCONSULTANT COSTS						
					Subtotal:	
					Total:	

Exhibit E

Consultant Fee Determination

Project Name: Wells 1 and 2 PFAS Treatment Feasibility Study and Conceptual Design
Project Number:
Subconsultant:
Work Description:

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 167%	Fee (Profit)	Total Hourly Rate	Total
Total Hours					**Subtotal:**	
REIMBURSABLES						
Mileage Reproduction (copies, plots, etc.) Miscellanous						
					Subtotal:	
SUBCONSULTANT COSTS						
					Subtotal:	
					Total:	

Exhibit E

Consultant Fee Determination

Project Name: Wells 1 and 2 PFAS Treatment Feasibility Study and Conceptual Design
Project Number:
Subconsultant:
Work Description:

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 167%	Fee (Profit)	Total Hourly Rate	Total
Total Hours					**Subtotal:**	
REIMBURSABLES						
Mileage Reproduction (copies, plots, etc.) Miscellanous						
					Subtotal:	
SUBCONSULTANT COSTS						
					Subtotal:	
					Total:	

Exhibit E

Consultant Fee Determination

Project Name: Wells 1 and 2 PFAS Treatment Feasibility Study and Conceptual Design
Project Number:
Subconsultant:
Work Description:

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 167%	Fee (Profit)	Total Hourly Rate	Total
Total Hours					**Subtotal:**	
REIMBURSABLES						
Mileage Reproduction (copies, plots, etc.) Miscellanous						
					Subtotal:	
SUBCONSULTANT COSTS						
					Subtotal:	
					Total:	

Exhibit E

Consultant Fee Determination

Project Name: Wells 1 and 2 PFAS Treatment Feasibility Study and Conceptual Design
Project Number:
Subconsultant:
Work Description:

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 167%	Fee (Profit)	Total Hourly Rate	Total
Total Hours					**Subtotal:**	
REIMBURSABLES						
Mileage Reproduction (copies, plots, etc.) Miscellanous						
					Subtotal:	
SUBCONSULTANT COSTS						
					Subtotal:	
					Total:	

Exhibit E

Consultant Fee Determination

Project Name: Wells 1 and 2 PFAS Treatment Feasibility Study and Conceptual Design
Project Number:
Subconsultant:
Work Description:

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 167%	Fee (Profit)	Total Hourly Rate	Total
Total Hours					**Subtotal:**	
REIMBURSABLES						
Mileage Reproduction (copies, plots, etc.) Miscellanous						
					Subtotal:	
SUBCONSULTANT COSTS						
					Subtotal:	
					Total:	

Exhibit E

Consultant Fee Determination

Project Name: Wells 1 and 2 PFAS Treatment Feasibility Study and Conceptual Design
Project Number:
Subconsultant:
Work Description:

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 167%	Fee (Profit)	Total Hourly Rate	Total
Total Hours					**Subtotal:**	
REIMBURSABLES						
Mileage Reproduction (copies, plots, etc.) Miscellanous						
					Subtotal:	
SUBCONSULTANT COSTS						
					Subtotal:	
					Total:	

Exhibit E

Consultant Fee Determination

Project Name: Wells 1 and 2 PFAS Treatment Feasibility Study and Conceptual Design
Project Number:
Subconsultant:
Work Description:

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 167%	Fee (Profit)	Total Hourly Rate	Total
Total Hours					**Subtotal:**	
REIMBURSABLES						
Mileage Reproduction (copies, plots, etc.) Miscellanous						
					Subtotal:	
SUBCONSULTANT COSTS						
					Subtotal:	
					Total:	

Memorandum

Date: 2/3/2026
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-054
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Jason Lynch	Deputy Director of Planning and Community Development
Planning and Community Development	Travis Salley	Interim Planning Manager
Planning and Community Development	Alex Hunt	Senior Planner

TITLE:
R22 Overlake Consolidated Land Use Application - Quasi-Judicial

OVERVIEW STATEMENT:
Review and approve a Type V quasi-judicial consolidated review permit for redevelopment of an approximately 5.3-acre site at 3050 152nd Ave NE. The project applicant, ACG, proposes two 8-story mixed-use residential buildings with up to 800 total residential units and up to 8,000 square feet of total commercial area to be constructed in two phases. The proposal under review at this time is a consolidated Type V land use application including a Master Planned Development, Development Agreement, Binding Site Plan, Phase 1 Site Plan Entitlement, and Phase 2 Site Plan Entitlement.

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

REQUESTED ACTION:

☐ **Receive Information** ☒ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  GR-1: Accommodate growth through the year 2050 primarily within the centers and along major corridors. Ensure zoning capacity to accommodate the following levels of growth in the centers and along major corridors: 8,350 housing units in Overlake Metro Center.
  GR-3: Use State Environmental Policy Act (SEPA) planned actions and infill exemptions to efficiently accomplish environmental review and area-wide solutions in Redmond.
  OV-1: Ensure that residential uses are located either in mixed-use buildings or on mixed-use sites and not as a

stand-alone use so that the City has the capacity to meet non-residential space needs.

- **Required:**
  Per RZC Table 21.76.050B, Master Planned Developments and Development Agreements are Type V quasi-judicial permits. Consistent with RZC Table 21.76.050A, following a recommendation by the Technical Committee, Type V permits require a public hearing and decision by City Council.
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:

The outcomes of the project include the following:

- Expansion of Redmond's housing supply by up to 800 units, including affordable housing.
- Addition of new residential and commercial uses adjacent to the Overlake Village light rail station, supporting transit-oriented development goals.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Notice of Application: February 24, 2025
  Neighborhood Meeting: May 21, 2025
  Public Hearing Notice: Tentatively February 24, 2026
- **Outreach Methods and Results:**
  Notice of Application: Mailed and posted on-site
  Neighborhood Meeting Notice: Mailed
  Neighborhood Meeting: Hosted virtually
  Public Hearing Notice: To be mailed and posted on-site
- **Feedback Summary:**
  Six (6) comments were received on the application. The comments were related to the following:
  - Concerns with number of trees removed
  - Preference for existing building and opposition to redevelopment
  - Concerns with impacts to the transportation network
  - Concerns with cyclist safety
  - Comments expressing support

BUDGET IMPACT:

Total Cost:
Staff working on this project are funded through the adopted budget.

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

Budget Offer Number:
0000303 - Development Services

Budget Priority:

Vibrant and Connected

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

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/24/2026	Study Session	Provide Direction
3/17/2026	Business Meeting	Approve

Time Constraints:
The applicant would appreciate a speedy and thorough review of the project.

ANTICIPATED RESULT IF NOT APPROVED:
The proposed development of up to 800 residential units would not occur.

ATTACHMENTS:
Attachment A: Technical Committee Report
Attachment B: Draft Development Agreement

Redmond
WASHINGTON

Connected Community
Enhanced Livability
Environmental Sustainability

Type V Consolidated Master Planned Development, Development Agreement, Binding Site Plan, and Site Plan Entitlement
Technical Committee Report

Project Name: R22 Type V Master Plan, Development Agreement, Binding Site Plan, and Site Plan Entitlement Phases 1 & 2

Location: 3050 152nd Ave NE

Project File Numbers: LAND-2025-00049: Master Planned Development
LAND-2025-00050: Development Agreement
LAND-2025-00051: Phase 1 Site Plan Entitlement
LAND-2025-00052: Phase 2 Site Plan Entitlement
LAND-2025-00091: Binding Site Plan
SEPA-2025-00054: SEPA Application
PR-2024-000630: Consolidated Project Number

Project Description: Proposed development of two 8-story mixed-use residential buildings with a total of up to 800 residential units.

Applicant: Archana Iyengar, ACG

Planner: Alex Hunt, Senior Planner

Recommendation: Approval with conditions

Conclusion in Support of Recommendation: The Technical Committee has found the proposal to be in compliance with the Redmond Zoning Code (RZC), Redmond Comprehensive Plan, Redmond Municipal Code, and State Environmental Policy Act (SEPA). The City of Redmond has determined that the proposal is covered by the Overlake SEPA Planned Action under RZC 21.70.110.

Carol V. Helland
Carol V. Helland, Director
Department of Planning and
Community Development

Aaron L. Bert, Director
Public Works Department

City Hall
15670 NE 85th Street
PO Box 97010
Redmond, WA
98073-9710

Project Review Authority and Procedures

The City of Redmond **Technical Committee** is comprised of staff from different departments and disciplines who analyze project applications for compliance with City codes and regulations. For Type V applications, the Technical Committee provides responses, conclusions, and recommendations (in the form of this report) to the City Council. The City Council will conduct a public hearing to receive public testimony regarding the proposal and to review the Technical Committee's analysis and recommendations on the Master Planned Development Permit (LAND-2025-00049), Development Agreement (LAND-2025-00050), Binding Site Plan (LAND-2025-00091), Phase 1 Site Plan Entitlement (LAND-2025-00051), and Phase 2 Site Plan Entitlement (LAND-2025-00052). Based upon the Technical Committee's recommendations and testimony received at the public hearing, the Council will make the final decision regarding the Master Planned Development Permit, Development Agreement, Binding Site Plan, and Phase 1 & 2 Site Plan Entitlement.

Key Dates

Application Date: February 24, 2025
Determination of Completeness: April 9, 2025
Neighborhood Meeting: May 21, 2025
Technical Committee Recommendation Meeting: January 28, 2026
Public Hearing Date: To be determined, tentatively scheduled for March 17, 2026

Report Attachments

1. General Application Forms
2. Notice of Application and Certification of Public Notice
3. Neighborhood Meeting Notice Affidavit
4. Public Comments
5. SEPA General Checklist
6. SEPA Overlake Planned Action Checklist
7. Master Plan Packet
8. Phase 1 Site Plan Entitlement Drawings
9. Phase 2 Site Plan Entitlement Drawings
10. Phase 1 Design Review Plans
11. Phase 2 Design Review Plans
12. Development Agreement
13. Arborist Report
14. Tree Exception Request
15. Green Building Program Commitment Form
16. Traffic Study
17. Noise Analysis
18. Title Report
19. Land Survey
20. Phase 1 Stormwater Report
21. Phase 2 Stormwater Report

22. Geotechnical Report
23. Recology Approval

I. Proposal Summary

The Type V consolidated application proposes to subdivide an existing lot into two lots for the development of two 8-story mixed-use residential buildings with a combined total of up to 800 residential units and up to 8,000 square feet of commercial space as well as landscaping, open space, and site improvements. All on-site parking will be underground or structured.

II. Site Description and Context

The project site is a 5.34-acre parcel located in the Overlake Business and Advanced Technology (OBAT) Zone. The site slopes up from the southwest to the northeast, with approximately 50 feet of grade change. No mapped critical areas exist on the site. The existing site includes an office building and surface parking, which will be demolished as part of the redevelopment.

The table below depicts existing land uses and zoning designations adjacent to the project site:

Adjacent	Existing Land Use	Zoning Designation
North	Office and SR-520	OBAT
South	Senior and Assisted Living (proposed multi-family residential development under City review)	Overlake Village (OV)
East	Office	OBAT
West	Light rail station and SR-520	OV

III. Site Requirements

The site is located within the OBAT Zone. The intent of the zone is to provide medium- and high-density employment and housing uses; encourage walking, bicycling, carpools, vanpools, and transit use; and provide convenience commercial and neighborhood services, arts, cultural, and entertainment uses, and other transit-supportive uses in the transit-oriented development focus area. The site requirements listed for the OBAT Zone are established in RZC 21.12.500 and are summarized in the table below. Pursuant to RZC 21.76.070.P.5.f, site requirements and development regulations shall be administered for the overall master plan areas, rather than on a lot-by-lot basis, so the table below describes development regulations for the entire master plan area.

Development Regulation	Requirement	Proposed

Maximum Floor Area Ratio (FAR) with Incentives	FAR maximum waived when maximizing the incentive program*	3.26
Minimum Height	4 stories or 45 feet, whichever is less	8 stories
Base Maximum Height Without Incentives	14 stories or 150 feet, whichever is less	8 stories
Minimum Ground Floor Ceiling Height	16 feet	16 feet
Maximum Impervious Surface Coverage	80%	86%**

*See Section VI for details on the proposal's compliance with incentives to achieve higher development yield.
**See Section XII for details on requested deviations.

IV. Public Notice and Comment

Requirements for public notice are contained in RZC 21.76.080.

A. Notice of Application:

The Notice of Application for the Master Planned Development, Development Agreement, and Site Plan Entitlement proposal was published on April 23, 2025, and the Notice of Application for the Binding Site Plan was published on August 28, 2025. The notices were posted at City Hall, the Redmond Regional Library, and three notice signs were posted on the property for both notice periods. Notices were also mailed to property owners within 500 feet of the site (Attachment 2, Notice of Application).

Public Input: During the Notice of Application public comment period and throughout the project review, the City received six (6) written comments (Attachment 4, Public Comments).

The comments expressed the following concerns or requests for consideration, and staff have included responses below:

1. Concerns with the number of trees being removed.

   Staff Response: RZC 21.72, which establishes tree removal regulations, allows for applications to request exceptions from the baseline tree retention standards. Exceptions to tree retention standards may be authorized when strict compliance with the tree retention provisions would conflict with the increased density of urban centers and result in development inconsistent with the adopted vision for the neighborhood. Because the project site is located within a transit-oriented development focus area within an urban center, the site is envisioned for medium-

to high-density development and meets the criteria to remove trees in excess of the typical tree retention standards. See Section VI for additional information on tree retention and replacement.

2. Preference for the existing brick building and opposition to removal.

   Staff Response: The City may not prohibit the property owner from lawfully demolishing an existing building on private property. The property owner retains the right to determine how their property is used, so long as the use complies with applicable land use regulations.

3. Concerns with impacts to the transportation network.

   Staff Response: The application includes a Traffic Study (Attachment 16), which analyzes the probable impacts of the proposed development on the surrounding transportation network. The traffic study concluded that the anticipated traffic generation would comply with the City's level-of-service standards, and City of Redmond Transportation Engineering staff concluded that the proposal, as conditioned, complies with City of Redmond requirements related to transportation impacts.

4. Concerns with cyclist safety and a request that physical separation be maintained between cyclists and motor vehicles for the entire length of the project frontage.

   Staff Response: The project design was revised to route cyclists onto a 12-foot-wide shared-use path physically separated from the roadway, rather than onto the roadway as originally proposed.

5. Comments expressing support for new housing, improving affordability, and fostering a more walkable neighborhood.

   Staff Response: Support is noted.

B. Neighborhood Meeting:

One neighborhood meeting was held for the proposed project on May 21, 2025. (Attachment 3, Neighborhood Meeting Notice). No members of the public attended the neighborhood meeting.

V. State Environmental Policy Act

The State Environmental Policy Act (SEPA) requires applicants to disclose potential environmental impacts that may result from their project. The Environmental Checklist submitted by the applicant adequately discloses the anticipated environmental impacts of this project. The scope of the proposal is covered under the Overlake SEPA Planned Action pursuant to RZC 21.70.110, meaning that the environmental impacts of the types of

development contemplated for this area were reviewed and documented for the entire Overlake neighborhood in conjunction with the Environmental Impact Statement (EIS) prepared for the Redmond 2050 Comprehensive Plan. The general SEPA Checklist is included as Attachment 5, and the SEPA Planned Action Checklist is included as Attachment 6.

VI. Compliance with Development Regulations

A. Tree Protection & Replacement

RZC 21.72.060 requires a minimum of 35% of all significant trees to be retained. Significant trees are those trees with a diameter at breast height (dbh) of 6" or greater. Any trees being removed shall be replaced, with one (1) replacement tree required per tree removed, or in the case of landmark trees (those trees with 30" or greater dbh), three (3) replacement trees required per removed landmark tree. Alternatives to tree replacement are permitted pursuant to RZC 21.72.090. If a proposal cannot provide all replacement tree plantings on-site, the applicant may pursue alternative methods of tree replacement per RZC 21.72.080.E.

Finding:

As conditioned, the proposal complies with the tree protection standards of RZC 21.72. The Arborist Report (Attachment 13) identified 183 significant trees on-site, which includes 26 landmark trees. The applicant is proposing the removal of 149 significant trees (6"- 29" dbh) and 24 landmark trees. Because the proposal retains less than the required 35% of significant trees and removes landmark trees, an exception request has been submitted per RZC 21.72.090 (Attachment 14). The application meets the criteria for approval of an exception request (See Section XII, Deviations), as strict compliance with the tree retention standards would limit the development potential of the site in a manner inconsistent with the adopted vision and policies for the Overlake Neighborhood as established in the Redmond 2050 Comprehensive Plan. To mitigate the removal of trees on-site, 164 replacement trees will be planted on-site and within the adjacent right-of-way in conjunction with the redevelopment of the site. See the table below for tree removal and required replacement quantities. Because the proposal does not include the required number of replacement trees, alternatives to on-site tree replacement are required pursuant to RZC 21.72.070.E.

Tree Retention and Replacement Table

Tree Type	Total Existing	Removed	Retained	Required Replacement
Significant(6"-30" dbh)	157	149	8	149*
Landmark (>30" dbh)	26	24	2	72
Total	183	173	10	221

*Per RZC 21.72.090.B.2, tree replacement ratios may be modified for master plans within urban centers and local centers to allow for 1:1 replacement when accompanied

by a three-tier vegetative replacement plan. The applicant has provided a three-tier vegetative replacement plan with their Master Plan and Site Plan Entitlement submittal.

B. Street Typology and Relationships to Buildings

RZC 21.12.510 establishes standards for building placement and orientation relative to the street, with different requirements applying to different street typologies. 152nd Ave NE, which fronts the project, is classified as a Minor Arterial, and the dimensional standards of RZC Table 21.12.510C apply, as the project site is located within a Transit-Oriented Development (TOD) Focus Area.

Finding:

As conditioned, the proposal complies with the requirements of RZC 21.12.510, except where ADF is requested. The building front is oriented toward the adjacent minor arterial. While a minimum of 50% of the building edge is within 20 feet of the street-facing property line for Phase 1, as required, Phase 2 has less than 50% of the building edge within the 20-foot setback zone and is therefore requesting ADF (See Section XII). The buildings, as proposed, comply with the building design requirements of RZC Table 21.12.510C, and compliance will be confirmed with the review of future construction permits associated with this development.

C. Open Space

RZC 21.36 establishes standards to ensure that new residential development provides open space available for resident use. RZC 21.36.100.E. dictates that development in the Overlake Metro Center must provide common open space in an amount equal to or greater than 6.25% of the gross residential floor area. Of the required open space, 65% of the area must be provided as outdoor common open space (RZC 21.36.100.B). RZC 21.36.100.B.2 requires that each unit provide private open space in the form of an attached patio or balcony. If the street front of a façade is deemed too cluttered by balconies, the number of required balconies may be reduced through the ADF process, provided that in-lieu fees are paid for each balcony not provided, and that no less than 50% of units must include private open spaces.

Finding:

As conditioned, the proposal meets the open space requirements for both phases of development. Each phase independently provides greater than the minimum required open space area, as depicted in the Master Plan (Attachment 7, Sheet L101). The proposed common open space complies with the dimensional and design requirements of RZC 21.36. To meet the private open space standards, the applicant proposes balconies or patios for 53% of the residential units. The applicant will be required to pay in-lieu fees for each unit with no private open space, pursuant to RZC 21.36.100.B.5.

D. Affordable Housing

RZC 21.20 establishes affordable housing requirements for new development. Pursuant to RZC 21.20.060.D.2, at least 12.5 percent of renter-occupied units in new

developments must be made affordable to households earning up to 50% of the area median income (AMI). Redmond Municipal Code (RMC) Section 3.38 establishes standards and procedures offering Multi-Family Tax Exemptions (MFTE) to projects providing affordable housing and meeting the program requirements established in RMC 3.38.

Finding:

As conditioned, the project meets the affordable housing requirements of RZC 21.20. Throughout the development, a minimum of 12.5% of units will be designated as affordable to households making up to 50% AMI. The proposed mix of affordable units is depicted in the Site Plan Entitlement Plans for both phases (Attachment 8 & 9, Sheets G1.20-1 & G1.20-2, respectively).

E. Design Standards

RZC Article III establishes design standards for new development. Design review in the City of Redmond is conducted administratively by review staff.

Finding:

The proposal meets the design standards of RZC Article III (see Attachments 10 and 11, Design Review Plans), except where flexibility is requested as detailed in Section XII of this report. Given the project's proximity to light rail and high visibility, the massing of the two buildings is broken into multiple endcaps to reduce the perceived scale of the buildings and create a human-scale feel. This approach ensures that the building is visually interesting from multiple angles. The design also incorporates podium-top courtyards that open to the street, allowing more light into the building and breaking up long facades.

F. Incentive Program

RZC 21.55 establishes an incentive program that allows for development yield bonuses in exchange for public benefits provided by the development. The types and degree of public benefit correspond to quantitative development bonuses for allowable density and building height. RZC 21.55.3000 allows for a customized incentive package to be applied to projects as part of a Development Agreement.

Finding:

As conditioned, the project complies with the Incentive Program requirements of RZC 21.55. The base maximum FAR for development in the OBAT Zone is 3.0, whereas the Master Plan proposes an overall FAR of 3.26. Each point earned through the incentive program awards an additional .02 FAR above the base maximum, so the development needs to earn a minimum of 13 points to achieve the proposed FAR. The applicant is opting for a customized incentive program under RZC 21.55.3000, which provides an affordable housing incentive. The proposal will include at least one additional affordable unit above baseline requirements to earn 40 points through the incentive program, as permitted under RZC Table 21.55.200.

G. Green Building Standards

RZC 21.67 establishes the Green Building Program (GBP), which aims to reduce the carbon emissions and environmental impacts of new buildings.

Finding:

As conditioned, the proposal complies with the GBP. Full compliance with the GBP will primarily be determined during the City's review of construction permit applications. The applicant has provided a Green Building Program Commitment Form to confirm that the required measures will be taken to achieve full GBP compliance in conjunction with future construction permits (see Attachment 15).

H. Parking

RZC 21.40 establishes standards for vehicle and bicycle parking associated with development, including minimum and maximum parking space quantities and parking space dimensions. For development in the TOD Focus Area, there is no minimum parking requirement for multi-family dwelling units or retail/restaurant uses. A maximum of one parking space per dwelling unit and a maximum of 5.0 spaces per 1,000 square feet of food and beverage uses are permitted in the TOD Focus Area. RZC 21.40 requires that long-term and short-term parking be provided for multi-family residential and commercial uses.

Finding:

As conditioned, the proposal complies with the parking quantity standards of RZC 21.40. Across both phases, the proposal anticipates providing the maximum allowable number of parking spaces for the residential and commercial uses. Beyond the dedicated residential/commercial parking spaces, 21 loading spaces will be provided for flexible use by delivery and service vehicles, as detailed in the Development Agreement (Attachment 12). Vehicle parking complies with the dimensional design requirements of RZC 21.40, except where ADF is requested as detailed in Section XII. The application also satisfies the requirements for bicycle parking quantities established in RZC 21.40, as detailed in the Site Plan Entitlement plans (Attachments 8 & 9, Sheets G0.04-1 & G0.04-2, respectively).

I. Transportation

RZC 21.12.510, RZC 21.17.010.F, RZC 21.52, RZC Appendix 2, RZC Appendix 7, and the City's Standard Specifications and Details require right-of-way dedication and frontage improvements.

Finding:

As conditioned, the proposed improvements will meet all requirements, per RZC 21.12.510, RZC 21.17.010.F, RZC 21.52, RZC Appendix 2, RZC Appendix 7, and the City's Standard Specifications and Details. The developer will construct frontage improvements along 152nd Avenue NE and NE 31st Street, including a signalized intersection at Da Vinci Ave and 152nd Ave NE (if not already fully constructed by the

adjacent Overlake Commons project). The right-of-way dedication along 152nd Avenue NE and sidewalk and utilities easement along NE 31st Street will also be provided to meet the City's street standards. All improvements and accesses will be designed and constructed per the City's street standards outlined in the City's Standard Specifications and Details, RZC Appendix 2, and RZC Appendix 7. All sidewalks will be constructed in compliance with the Americans with Disabilities Act (ADA). Streetlights will be designed and constructed in accordance with the City's Illumination Design Manual.

J. Stormwater

The Redmond Municipal Code (RMC 15.24) and the 2022 Stormwater Technical Notebook (STN) require that projects meet the applicable minimum requirements based on threshold requirements. Redmond Zoning Code (RZC 21.17.010.E) and (RZC 21.74.020) require that all projects and developments are required to be served by an adequate surface water management system complying with the policies of the Comprehensive Plan and meeting the requirements of RMC Chapter 15.24, Clearing and Grading, and Storm Water Management, and the Stormwater Technical Notebook and Construction Manuals.

Finding:

As conditioned, the proposal will meet all requirements per RMC 15.24.

The project will be constructed in two phases: Phase 1 includes the western half of the site, and Phase 2 includes the eastern half. A Binding Site Plan (LAND-2025-00091) will divide the property into two parcels roughly corresponding to the Phase 1 and Phase 2 areas. All private and public stormwater conveyance and connection elements needed for both phases will be installed during Phase 1.

During Phase 1, the project will replace approximately 100 linear feet of public 12-inch corrugated metal pipe storm main between the two existing storm drain manhole structures along the frontage in NE 31st Street, and install two new storm drain manhole structures along the replaced piping section to accommodate the connection of the Project's stormwater and upstream bypass flow from the neighboring property to the east.

The project will connect to the Overlake Village Regional Stormwater Facility through the existing public 84-inch storm drain manhole structure located along the west side of 152nd Avenue NE. The project will (and as conditioned) coordinate with the neighboring property development, Overlake Commons, to provide a single shared stormwater connection across 152nd Ave NE at the southwest shared access driveway. Approximately 72 lineal feet of new 12-inch storm drain piping shall be installed by the project to make this connection. Storm drainage piping crossing 152nd Ave NE shall be installed to achieve a 90-degree crossing alignment with respect to the roadway.

The project shall coordinate with the adjacent Overlake Commons project located along the south property line to provide a private stormwater drainage easement for any existing or proposed storm pipes crossing onto R22's property prior to CCR.

A new private drainage easement will be provided for the existing stormwater piping and treatment structures bypassing through the project at the northeast property corner from the neighboring property to the east. The existing piping and treatment structures shall not connect to R22's stormwater piping and shall connect to the public stormwater system in NE 31st street through a separate CB structure.

A new private drainage easement will be required from R22 Lot 1 for storm piping crossing the proposed lot line with R22 Lot 2 to be created under the Binding Site Plan (LAND-2025-00091).

All private drainage easements shall be provided and recorded prior to Phase I civil construction plan approval.

Stormwater quality and quantity control for the project will be provided by the Overlake Village Regional Stormwater Facility upon payment of the Overlake Regional Capital Facilities Charge. Payment of this fee is required prior to issuance of the CCR Site Permit.

K. Utilities

Per RZC 21.17.010.D, all developments shall be served by adequate public water and sanitary sewer systems approved by the City and meeting the design and construction requirements of the City's Technical Design and Construction Manuals.

Finding:
As conditioned, the proposal will meet all requirements, per RZC 21.17.010.D. The project will include the installation of approximately 1,500 feet of new water main along the future driveways and 152nd Ave NE, two six-inch water residential meters, two two-inch commercial meters, two one-inch irrigation meters, three new fire hydrants, and other fire appurtenances. The project will also install two new manholes, one eight-inch side sewer, and one ten-inch side sewer, to be connected to new manholes on the sewer main along future 152nd Ave NE.

VII. Criteria Applicable to all Land Use Permits:

Proposed land use actions within the City must comply with the criteria listed in RZC 21.76.070.B.3.a. These criteria are applicable to all land use permits to ensure overall consistency between proposed land use permits, applicable regulations, and the Comprehensive Plan. Staff's analysis of whether the proposal meets the decision criteria is below.

1. A proposed project's consistency with the City's development regulations shall be determined by consideration of:
    A. The type of land use;
    B. The level of development, such as units per acre or other measures of density;
    C. Availability of infrastructure, including public facilities and services needed to serve the development; and
    D. The character of the development, such as development standards.

    Staff Response: As conditioned, the proposal satisfies the criteria. The subject application proposes a mid-rise mixed-use residential development in the OBAT Zone. Mixed-use residential is a permitted use in the OBAT Zone, and providing high-density housing uses and commercial uses near rapid transit are stated purposes of the OBAT Zone. The proposal complies with applicable density, development, and public facilities standards, as demonstrated in Section VI above.

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

Staff Response: Technical review staff have reviewed the proposal and have determined that it complies with the Comprehensive Plan, RZC, and RMC. The review of the consolidated application has been consistent with RZC Article VI, Review procedures, for a consolidated Type V Master Plan, Development Agreement, Binding Site Plan, and Site Plan Entitlement. All future construction permits will be reviewed for compliance with applicable development regulations. The proposal complies with SEPA requirements as described in Section V.

The proposed development specifically addresses the following Comprehensive Plan goals and policies:

Comprehensive Plan Policy	Compliance Analysis
LU-37: Ensure that mixed-use areas are located, designed, and developed to: Locate businesses rather than parking areas along the street; provide housing; encourage compact development and use of accessible and active transportation; avoid impacts on adjacent residential uses, including impacts that could result in pressure to convert these adjacent uses to commercial uses.	The project locates retail space along 152nd Avenue NE, with all parking located within the building and at the rear of the site. The project is compact and adjacent to a light rail station, thereby promoting the use of accessible and active transportation.
OV-1: Ensure that residential uses are located either in mixed-use buildings or on mixed-use sites and not as a stand-alone use so that the City has the capacity to meet non-residential space needs.	The project is a mixed-use development that contains commercial uses on the ground floor.
GR-1: Accommodate growth through the year 2050 primarily within the centers and along major corridors. Ensure zoning capacity to accommodate the following levels of growth in the centers and along major corridors: 8,350 housing units in Overlake Metro Center	The project contributes up to 800 housing units within the Overlake Metro Center and within a TOD Focus Area.
GR-3: Use State Environmental Policy Act (SEPA) planned actions and infill exemptions to efficiently accomplish environmental review and area-wide solutions in Redmond.	The project utilizes the Overlake SEPA Planned Action to document compliance with SEPA.

VIII. Master Planned Development Decision Criteria:

Per RZC 21.76.070.P.5, the MPD shall meet the following criteria:

1. All elements of the MPD shall support and be consistent with the RZC and all applicable Comprehensive Plan policies.

   Staff Response: Staff has reviewed the proposal for compliance with the RZC and Comprehensive Plan as discussed in Sections III, VI, and VII above.

2. MPDs proposed in the Overlake Metro Center shall be consistent with the Overlake policies in the Redmond Comprehensive Plan and shall include the items listed in RZC 21.76.070.P.5.d in addition to the following:

   i. A height and bulk study that demonstrates how building mass, height, and scale relate to open spaces, pedestrian pathways, streets, and other buildings;

ii. An analysis of shading effects of taller buildings (for sites smaller than three acres, only required if the Technical Committee or Design Review Board determine based upon the height and bulk study that analysis of shading effects is needed); and

iii. Phasing plan for bonus features and affordable housing component showing that the completion of improvements of bonus features and affordable housing shall be commensurate with the progress on the construction of the development (for sites smaller than three acres, only required if the Technical Committee determines necessary).

Staff Response: The MPD is consistent with the Overlake policies set forth in the Comprehensive Plan as demonstrated in Section VII above. The Master Plan includes height, bulk, and shading studies, and a detailed phasing plan has been provided. Therefore, these criteria are satisfied.

3. MPDs proposed in the Marymoor Village Center shall include a phasing plan for bonus features and affordable housing as described in RZC 21.76.070.P.5.b.iii in addition to the items listed in RZC 21.76.070.P.5.d.

Staff Response: Not applicable. The project is not located within the Marymoor Village Center.

4. All MPDs shall include the items listed below:

i. A design concept that is in conformance with all applicable Comprehensive Plan policies and development regulations;

ii. Conceptual site plan indicating all proposed land uses (architectural design, exact building shapes, locations, and other detailed information required in a site plan shall not be required);

iii. Transportation and circulation plan indicating the layout and conceptual design of all streets, pedestrian pathways, parking, and location of transit facilities (as available), in plan view and cross section for streets (cross sections only required for projects in the Downtown);

iv. Location of proposed space for parks, open space, and any cultural facilities;

v. Phasing plan describing anticipated time frames for development and showing that completion of affordable housing shall be commensurate with the progress on the construction of the development;

vi. Location of any environmentally critical areas;

vii. Landscape and tree retention concepts, including consideration of the health and structural stability of retained trees, as determined by an arborist report;

viii. Preliminary plan indicating required connections to adjacent properties for transportation and open space systems;

ix. Overall approach to sustainable design, including consideration of the use of environmentally sustainable materials such as permeable pavement, where possible; and

x. Preliminary plan for other major infrastructure improvements (may be waived by the Technical Committee for sites in Overlake smaller than three acres).

Staff Response: The MPD application materials included the above-listed items and were deemed a complete application on April 9, 2025.

5. The Master Plan must comply with all site requirements or design guidelines that would ordinarily apply to projects developed in the underlying zone.

   Staff Response: The proposal complies with all standards of the underlying zone. Compliance with applicable development regulations is demonstrated in Sections III and VI above.

6. Site requirements and other development standards and regulations shall be administered on the basis of the area controlled by the approved master plan ("plan area"), rather than on a site-by-site basis, provided the approved Master Plan demonstrates the ability to comply with the requirement in question.

   Staff Response: In its buildout condition, the Master Plan area demonstrates compliance with all applicable development standards and regulations. The MPD was reviewed with respect to the entire development.

7. Property included in an MPD must be under the same ownership, or there must be a signed agreement establishing control over multiple ownerships.

   Staff Response: The MPD area is currently under single ownership. If this is adjusted at a later date, a signed agreement would be required.

IX. Development Agreement Decision Criteria:

Per RZC 21.76.070.L.3, the Development Agreement shall meet the following criteria:

1. The agreement must be consistent with the applicable development regulations for the property.

Staff Response: The Development Agreement establishes a framework for coordinated development of the project site between the City and the applicant. All provisions of the agreement pertaining to development regulations comply with applicable RZC and RMC standards.

2. All impacts of the development must be mitigated by the measures set forth in the agreement, or the agreement must provide a mechanism for analyzing and mitigating such impacts as they occur.

   Staff Response: The agreement provides for mitigation of development impacts to infrastructure, including street and right-of-way (ROW) improvements and ROW dedication. The agreement provides for development to mitigate development impacts through the payment of impact fees or through the use of transportation impact fee credits as applicable.

3. The agreement must reserve the City's authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

   Staff Response: Section 5.3 of the agreement details the City's reserved right to impose new or different officially adopted regulations to the extent required by a serious threat to public health and safety.

4. The duration of the agreement must be reasonable in light of the anticipated build-out period for the proposed development and the needs of the City.

   Staff Response: Section 4 of the Development Agreement establishes the duration of the agreement as ten (10) years with an option to extend for an additional five (5) years. The duration is reasonable for the anticipated build-out period and is consistent with the expiration terms for Master Planned Developments established in RZC 21.76.070.P.

5. The agreement must be in the public interest and provide a public benefit.

   Staff Response: The agreement provides for a suite of public benefits, including affordable housing, public art, enhanced bicycle and pedestrian safety infrastructure, and a signalized intersection at Da Vinci Avenue NE & 152nd Avenue NE. The agreement provides additional housing and retail opportunities consistent with the land-use vision for the OBAT Zone and is in the public interest.

X. Binding Site Plan Decision Criteria:

Per RZC 21.74.030.B.1, the Binding Site Plan shall meet the following criteria:

1. Each proposed binding site plan shall be reviewed to ensure that:
    a. The proposal complies with the general criteria applicable to all land use permits set forth in RZC 21.76.070.B, Criteria Applicable to All Land Use Permits;
    b. The proposal conforms to the site requirements for the zoning district in which the property is located;
    c. The proposal conforms to the requirements of this chapter;
    d. The proposed binding site plan:
        i. Makes adequate provision for streets, roads, alleys, other public ways, and transit stops as required by this chapter; and the proposed street system conforms to the City of Redmond Transportation Master Plan and Neighborhood Street Plan, and is laid out in such a manner as to provide for the safe, orderly, and efficient circulation of traffic;
        ii. Will be adequately served with water, sewer, storm drainage, and other utilities appropriate to the nature of the subdivision or short subdivision;
        iii. Makes adequate provision for parks, recreation, and playgrounds, as required by this chapter;
        iv. Makes adequate provision for schools and school grounds;
        v. Makes adequate provisions for sidewalks and other planning features that meet the requirements of this chapter and that provide safe walking conditions for students who walk to and from school;
        vi. Serves the public interest and makes appropriate provisions for the public health, safety, and welfare.

Staff Response: The Binding Site Plan proposes dividing one lot into two lots for the purposes of development of the two-phase mixed-use residential buildings contemplated as part of the Master Planned Development. As demonstrated in Sections III and VII, the Binding Site Plan complies with the general criteria applicable to all land use permits and conforms to the site requirements for the OBAT Zone. The Binding Site Plan conforms to the requirements of RZC Article V-Land Division. Additionally, the Binding Site Plan makes adequate provisions for public infrastructure and facilities. Transportation and utility improvements will be made to the site to accommodate the future anticipated use. The applicant will be required to mitigate impacts to parks, schools, and emergency services by paying impact fees pursuant to RMC 3.10. The Binding Site Plan proposes the legal division of two lots, both of which will be adequately served by public infrastructure and services, and the application will not negatively impact public health, safety, and welfare. Therefore, the above criteria are satisfied.

XI. Site Plan Entitlement Decision Criteria:

1. The Technical Committee, composed of the Departments of Planning and Public Works, shall review all Development Review permits with the State Environmental Policy Act and the RZC.

Staff Response: Staff has reviewed the two Site Plan Entitlement applications for compliance with the RZC and SEPA and has found that the proposal meets applicable development regulations, as discussed in Section VI. Staff has followed applicable SEPA procedures and has determined that the application is covered under the Overlake SEPA Planned Action.

2. The Landmarks and Heritage Commission will review all Certificates of Appropriateness for compliance with the RZC.

Staff Response: No Certificate of Appropriateness is required for this application, and this criterion does not apply.

XII. Code Deviations Granted

The Technical Committee has granted the following deviations from the development standards through the authority referenced.

Administrative Design Flexibility-Impervious Surface Coverage: RZC 21.12.500 establishes a maximum impervious surface coverage of 80% of the site area in the OBAT Zone. The applicant is requesting ADF to increase the allowable impervious surface to 86% across the Master Plan area. The project seeks to maximize the density on the site while still allowing abundant light and views to dwelling units and avoiding bulky massing from the street, which requires a building that covers a large portion of the site. Therefore, the request for increased impervious surface allows for the Master Plan to achieve superior design. The Technical Committee recommends approval of this ADF request.

Code Authority: RZC 21.76.070.C

Landscaping Deviation-5' Planting Area: RZC 21.32.050.P requires that a minimum five-foot-wide planting area be provided between all exterior building walls and vehicular paved areas such as driveways and parking lots. Some of the areas between buildings and vehicular paved areas are not able to provide the minimum 5-foot planting width required because of vehicle and fire access width requirements. The proposal provides planting at reduced widths where planting remains feasible, reducing widths to 3'9" and 4'8" in certain locations. In those locations dedicated to emergency access and back-of-house functions, planting has been omitted between the drive aisle and the building. While the proposal does not strictly comply with the landscaping requirements along each individual drive aisle, the overall Master Plan area provides high-quality areas of consolidated landscaping in common open space areas and along the public right-of-way that meet the intent of the landscaping standards of RZC 21.32. This deviation is granted.

Code Authority: RZC 21.32.030.

Landscaping Deviation-Urban Landscaping Tree Requirements: RZC 21.32.070.B.3 requires that one tree be provided for every 125 square feet of required open space, which would

require 226 trees to be planted on-site. The required number of trees is not feasible due to conflicts with underground utilities and ancillary equipment. Trees must be planted a certain distance from underground utilities so that roots do not interfere with underground pipes or cables, thereby limiting the number of trees able to be planted. Per RZC 21.32.030.A, the Technical Committee may allow deviations from the landscaping standards of RZC 21.32 in the case of conflicts with utilities. This deviation is granted.

Tree Exception Request: RZC 21.72 establishes standards for the retention, protection, and replacement of trees when development occurs. As noted in Section VI, the applicant is seeking a tree exception to remove landmark trees and retain less than 35% of existing significant trees on-site. RZC 21.72.090 authorizes the Administrator to grant exceptions to the requirements of RZC 21.72, provided that the exception request satisfies the criteria of RZC 21.72.090.B. Strict compliance with the tree code standards would be in conflict with the increased density of urban centers and would be inconsistent with the adopted vision for the Overlake Metro Center. Strict compliance with tree retention standards is made more difficult by the fact that the existing site is developed with surface parking, with trees interspersed within the parking area throughout the interior of the lot. In order for this site to achieve the higher-density urban development envisioned in Redmond 2050, exceptions from the standards of RZC 21.72 are necessary. The deviation is granted.

Code Authority: RZC 21.72.090

Deviation-Vehicle Parking Dimensions: RZC 21.40.010 establishes dimensional standards for parking spaces. The applicant is requesting a deviation from minimum parking space width requirements to allow for partial intrusion of structural columns into parking spaces. Pursuant to RZC 21.40.010.E.1, the Technical Committee may approve alternate designs not meeting the established parking standards when a qualified transportation engineer demonstrates that the alternate design proposal meets more current and accepted standards. The applicant cited Desman, an engineering firm that specializes in parking garage design, which indicated that the narrower stalls are an acceptable solution for residential parking (Attachment 10-Sheet 34 and Attachment 11-Sheet 33). Therefore, the deviation is granted.

Code Authority: RZC 21.40.010

Administrative Design Flexibility-Private Open Space: The applicant is requesting ADF from the private open space requirements of RZC 21.36.100.B to allow for only 53% of dwelling units to provide private open spaces such as balconies and patios. The applicant is also requesting that up to 50% of the balconies be 12 square feet rather than the minimum 50 square feet typically required. RZC 21.36.100.B.2 specifically allows for these deviations to be pursued through the ADF process. Providing one 50-foot balcony per unit would result in a cluttered façade, and the reduction in size allows for more flexibility and variation in the façade, contributing to a better overall design. The Technical Committee recommends approval of this ADF request.

Code Authority: RZC 21.76.070.C

Administrative Design Flexibility-Street Typology and Relationship to Buildings

For Phase 2, the applicant is requesting ADF from the requirement that there must be a minimum of 50% of the building edge within 0-20 feet from the street-facing property line, as required by RZC 21.12.510.C. Existing utility easements along the street front for Phase 2 prevent the project from complying with the minimum building edge requirement. However, the building front of Phase 2 is located as near to the sidewalk as is feasible, maintaining a 0-20 foot distance for 28% of the building front and being located no further than 38 feet from the sidewalk at any point. Strict compliance with the street typology standards would result in underdevelopment of the site, so the ADF allows the proposal to better meet the intent of the OBAT Zone. The Technical Committee recommends approval of the ADF.

Code Authority: RZC 21.76.070.C

Administrative Design Flexibility-Minimum Waste Collection Points and Storage

The applicant is seeking ADF from the requirement that no dwelling unit within a multifamily development be more than 200 feet from a solid waste collection point (RZC 21.45.050). Each floor with dwelling units has a centralized trash collection room. The project proposes a maximum distance of 360 feet from dwelling unit to trash collection room. Due to significant grade changes across the site and the desire to limit the number of access roads through the site, there is only one location at the base of each building that is suitable for trash pickup. Providing additional ground-level trash transfer rooms would reduce the overall area dedicated to parking and resident amenities. While the maximum travel distance to dispose of trash is greater than 200 feet for some units, all of that distance is indoors and on the same floor. The Technical Committee recommends approval of the ADF.

Code Authority: RZC 21.76.070.C

Alternative Design Compliance-Rooflines

For Phase II, the applicant is requesting Alternative Design Compliance for the requirement that the width of any continuous roofline treatment must not extend more than 120 feet (RZC 21.58.3200). The applicant proposes continuous rooflines greater than 120 feet along internal access drive aisles, while maintaining roofline modulation for those façades facing the public street. Because the facades seeking Alternative Design Compliance do not face the street and have other buildings relatively close, the rooflines will not be easily visible from the public right-of-way or from ground level. In addition, the facades in question have a pattern of varying colors and materials as well as balconies, which serve to add texture and break down the perceived scale of the façade. The Alternative Design Compliance request meets the criteria of RZC 21.58.0300.E, and the request is granted.

Code Authority: RZC 21.58.0300.E

Alternative Design Compliance-Minimum Residential Courtyard Dimensions

For Phase 2, the applicant is requesting Alternative Design Compliance from the minimum residential courtyard dimensions of RZC 21.58.6030, which require a minimum courtyard width of 55 feet. The majority of the east and west courtyards in the Phase 2 building comply with the minimum 55-foot width requirement, but due to the irregular shapes of the courtyards, there are points that narrow to a minimum of 36 feet for the west courtyard and 44 feet for the east courtyard. This deviation from courtyard width requirements allows for well-designed and usable courtyards that visually open to the street while still providing a balance of privacy and seclusion from traffic noise, thereby meeting the purpose of the courtyard dimension standards. The Alternative Design Compliance request is granted.

Code Authority: RZC 21.58.0300.E

XIII. Vesting/Approval Expiration

This decision is vested to the development regulations in effect on the effective date of the Development Agreement. The approval of this project shall expire ten (10) years after the effective date of the project approval unless extended, as described in Section 4 of the Development Agreement (Attachment 12).

XIV. Conditions of Approval

A. Site Specific Conditions of Approval

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

1. **Development Engineering - Transportation and Engineering**
   Reviewer: Min Luo, Senior Engineer
   Phone: 425-556-2881
   Email: mluo@redmond.gov

   I. R22 Master Plan Development (LAND-2025-00049):
   The R22 Master Plan provided by KPFF on November 13, 2025, clearly outlines easements, right-of-way dedications, access points, and frontage improvements, including construction of a new signalized intersection at Da Vinci and 152nd Ave NE. Details can be found on Pages 4-6 (C3.00, C3.10, and C3.11) of the R22 MPD Plan Package (Attachment 7).

   II. R22 Site Plan Entitlement Phase I (LAND-2025-00051):

a. Easements and Dedications. Easements and dedications shall be provided for the City review at the time of the civil construction drawing application and finalized for recording prior to civil construction drawing approval. The existing and proposed easements and right-of-way shall be shown on the civil plans. Prior to acceptance of the right(s) of way and/or easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated, except as provided in Subsection 1 of RZC 21.52.030.G.

i. Easements are required as follows:
   (a) A private shared private access easement near the driveway entrance off 152nd Ave NE must be obtained from the Parcel ID 0673100011 to the south prior to civil construction drawing approval.
   (b) Private shared access easements between R22 Lot 1 and Lot 2 shall be provided and recorded prior to Phase I civil construction plan approval.
   (c) Any construction easements from the adjacent properties must be secured prior to civil construction drawing approval.
   (d) At the time of construction, additional easements may be required to accommodate the improvements as constructed.

ii. Dedications for right-of-way are required as follows:
   (a) A strip of land 20 feet wide south of the horizontal curve and a strip of land 14.62 feet wide north of the horizontal curve abutting the existing right-of-way on the east side of 152nd Ave NE shall be granted as new right-of-way. The private easements recording numbers 20200701002025, 20160314001598, 8209010367, and 8202010477 and their associated facilities within the proposed right-of- way dedication along 152nd Avenue NE must be eliminated or relocated before the City's acceptance of the right-of-way dedication along 152nd Avenue NE. The developer must collaborate with easement stakeholders to fulfill the relinquishment of these private easements and the removal or relocation of the associated facilities.

Code Authority: RZC 21.52.030.G; RMC 12.12

b. Construction Restoration and Street Overlay. If the existing pavement on 152nd Ave NE or NE 31st St is damaged by trenching or other construction activities, the pavement shall be planed, overlaid, and/or patched in accordance with the City of Redmond (COR) Standard Specifications and Details (STD) 201, 202, and 203, or as otherwise directed by the Traffic Operations and Safety Engineering Division in Public Works. The Pavement Condition Index (PCI) of the existing pavement on NE 31st Street is below 70, as identified in the City's biannual pavement survey; therefore, the development shall be required to plane and overlay, at a minimum, the entire half street along the project frontage, as determined by the Traffic

Operations and Safety Engineering Division in Public Works. For questions, contact Adnan Shabir, Senior Engineer at 425-556-2776. If the existing pavement materials or thickness on 152nd Ave NE and NE 31st St do not meet the requirements of COR STD 301, the pavement shall be reconstructed to meet current street standards.

Code Authority: RMC 12.08; Redmond Standard Specifications & Details

c. Street Frontage Improvements

i. The frontage south of the horizontal curve along 152nd Ave NE shall meet current City standards, including 41.5 feet of asphalt paving measured from face of curb to face of curb, which is sufficient to accommodate one 5-foot-wide bike lane and one 12.8-foot-wide travel lane on the southbound approach, one 11-foot-wide southbound left-turn lane, and one 12.7-foot-wide northbound travel lane with appropriate tapers. Additional required improvements include a 1-foot concrete curb and gutter, a 10.5-foot-wide bus platform, a 4.3-foot-wide bus shelter/amenity zone, a 7-foot-wide cycle track, a 10-foot-wide concrete sidewalk, storm drainage, street lighting, street trees, street signage, and underground utilities, including power and telecommunications. If the existing pavement materials or depth do not meet the requirements of the City's Standard Specifications and Details 301, the minimum pavement section shall be provided as follows:

- 4-inches HMA Class ½" PG 58H-22
- 5-inches HMA Class 1" PG 58H-22
- 4-inches of 1-1/4" minus crushed rock base course per WSDOT standard spec 9-03.9(3).
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Street crown 2% sloped to the drain system

This portion of frontage improvements along 152nd Ave NE shall seamlessly connect to the frontage improvements constructed by the Overlake Commons project (Parcel ID 0673100011) to the south and shall be closely coordinated with the King County Metro bus stop project. The frontage improvement design, including the bus platform, shelter, and other components, shall be submitted to and approved by King County Metro prior to CCR civil construction plan approval. All required construction easements for these improvements shall be obtained prior to approval of civil construction drawings.

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; RZC Appendix 7; Redmond Standard Specifications & Details

ii. The frontage north of the horizontal curve along 152nd Ave NE shall meet current City standards, including re-channelization of the existing asphalt pavement to provide one 5-foot-wide southbound bike lane with a 3-foot-wide buffer, one 11-foot-wide travel lane in each direction, and one 14-foot-wide two-way left-turn lane measured from face of curb to face of curb with appropriate tapers. Additional required improvements include a 1-foot concrete curb and gutter, a 5-foot-wide planter, a 12-foot-wide shared-use concrete path, storm drainage, street lighting, street trees, street signage, and underground utilities, including power and telecommunications. If the existing pavement materials or depth do not meet the requirements of the City's Standard Specifications and Details 301, the minimum pavement section shall be provided as follows:

- 4-inches HMA Class ½" PG 58H-22
- 5-inches HMA Class 1" PG 58H-22
- 4-inches of 1-1/4" minus crushed rock base course per WSDOT standard spec 9-03.9(3).
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Street crown 2% sloped to the drain system

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; RZC Appendix 7; Redmond Standard Specifications & Details

iii. The frontage along NE 31st Street shall meet current City standards, including maintaining the existing asphalt pavement width with appropriate tapers, a 1-foot concrete curb and gutter, a 5-foot-wide planter strip, and a 12-foot-wide shared-use concrete path, along with storm drainage, street lighting, street trees, street signage, and underground utilities, including power and telecommunications. If the existing pavement materials or depth do not meet the requirements of the City's Standard Specifications and Details 301, the minimum pavement section shall be provided as follows:

- 4-inches HMA Class ½" PG 58H-22
- 5-inches HMA Class 1" PG 58H-22
- 4-inches of 1-1/4" minus crushed rock base course per WSDOT standard spec 9-03.9(3).
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Street crown 2% sloped to the drain system

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; RZC Appendix 7; Redmond Standard Specifications & Details

iv. A traffic signal system shall be installed at the intersection of 152nd Avenue NE and Da Vinci Avenue in accordance with City of Redmond standards, if it has not been partially or fully constructed by the Overlake Commons project (Parcel ID 0673100011) to the south. This development shall coordinate closely with the Overlake Commons project to establish and document roles and responsibilities in a recorded agreement for the full construction of the traffic signal prior to CCR civil construction plan approval. Signal plans are required for all traffic signals being constructed. The plans shall be prepared in accordance with Sections 8-20 and 9-29 of the WSDOT Standard Specifications as supplemented and modified by the City of Redmond. Potholing and utilities locating are required prior to signal design. The project engineer shall arrange for potholing and utility locates, and then contact Paul Cho, Transportation Operations, at (425) 556-2751 at least 48 hours in advance of installation to verify the layout.

Code Authority: RZC 21.52.030.F

v. ADA ramp requirements:
Curb ramps for persons with disabilities are required for all new curb ramps' construction at the intersections of 152nd Ave NE/Da Vinci and NE 31st Street/the driveway access, as well as for all replacement curbs constructed in conjunction with sidewalks, paths, or other pedestrian access ways.

Code Authority: RCW 35.68.075; RZC 21.A.21.a

vi. A 20-scale Channelization Plan is required and should be separated or incorporated into the Transportation Plan, provided the details are clearly visible, for any public street being modified or constructed. The plan shall include the existing and proposed signs, striping, street lighting, and signal equipment for all streets adjacent to the site and within at least 150 feet of the site property line (both sides of the street). The plan shall conform to the requirements in the City of Redmond Standard Specifications and Details Manual.

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

vii. Sidewalks constructed to City standards are required at the following locations:
- 10-foot-wide concrete sidewalk along the east side of 152nd Avenue NE, south of the horizontal curve.
- 12-foot-wide shared-use concrete path along the east side of 152nd Avenue NE, north of the horizontal curve.

- 12-foot-wide shared-use concrete path along the south side of NE 31st Street, east of the driveway access.

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

viii. All retaining walls and rockeries must be located entirely outside of existing and proposed public right-of-way and public easements. Placement within these areas is not permitted under any circumstances.

Code Authority: RZC Appendix 2.A.15.a

d. Access Improvements

i. The type and location of the proposed site accesses are approved as shown on the R22 Transportation Plan prepared by KPFF on December 5, 2025 (Attachment 7, Sheet C3.00)

Code Authority: RZC 21.52.030.E; RZC Appendix 2.D

ii. The following driveways are required to be improved as specified below:
- The existing driveways on 152nd Avenue NE shall be closed and replaced with standard frontage improvements.

Code Authority: RZC Appendix 2.D

e. Underground Utilities. All existing aerial utilities (if any) along the street frontage on 152nd Ave NE and within the development site shall be placed underground. All new utilities serving the development shall be placed underground.

Code Authority: RZC 21.17.020; RZC Appendix 2.A.3 and 11

f. Street Lighting. Illumination of the street(s) along the property frontage must be analyzed to determine if it conforms to current City standards. Streetlights may be required to illuminate the property frontage. Luminaire spacing should be designed to meet the specified criteria for the applicable lamp size, luminaire height, and roadway width. Contact Isabel Diaz, Transportation Operations, at (425) 556-2733 with questions. The street lighting shall be designed using the criteria found in the City's Illumination Design Manual, which can be accessed at: http://www.redmond.gov/development/CodesAndRules/StandardizedDetails

With Site Plan Entitlement approval, the applicant shall contact Puget Sound Energy (Street Lighting division) for coordination and development of a Work Sketch plan to include any proposed work on PSE-owned lights and or poles. The

final PSE Street Lighting plan is required to be included in the final plan set prior to final approval of the Coordinated Civil Review.

To begin the PSE Lighting coordination process, fill out the Street Lighting information request form here: https://www.pse.com/en/construction-services/pole-services

Code Authority: RZC 21.52.030.F, RZC Appendix 2.A.11

g. Temporary Pedestrian Access Plan. The applicant is required to provide a temporary pedestrian access plan for approval by the City prior to any construction on the project site. This plan needs to show how pedestrian traffic passing by the proposed development will be accommodated during the entire length of the construction phase.

A pedestrian access plan should provide pedestrian protection with barriers or covered walkways that parallel existing facilities along the street frontage on the same side of the street on which the development is occurring. These routes must be accessible for persons with disabilities per the current ADA regulations and standards, including the provision of ramps, minimum widths, a detectable edge, and smooth surfaces for wheelchair access. If, under extenuating circumstances, a parallel accessible route cannot be provided along the street frontage adjacent to the development, pedestrians must be detoured with advance signing in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). This route must be accessible for people with low or no vision. The developer may be required to install temporary crosswalks and street lighting as part of this detour.

In order to keep existing routes open during the construction of new structures adjacent to existing sidewalks, pedestrian protection must be in place and inspected prior to construction adjacent to and at the same grade or above, as detailed in IBC 3306.1 (see table below) to protect pedestrians from falling debris. Pedestrian protection should be designed to provide sturdiness, adequate light for nighttime use and safety, and proper sight distance at intersections and crosswalks. Plans and details for the construction of these covered walkways shall be included as part of the civil construction plan set.

IBC Table 3306.1. PROTECTION OF PEDESTRIANS

Height Of Construction	Distance From Construction to Sidewalk, Walkway, or Lot Line	Type Of Protection Required
8 feet or less	Less than 5 feet	Construction railings

	5 feet or more	None
8 feet or less	Less than 5 feet	Barrier and covered walkway
	5 feet or more, but not more than one-fourth the height of construction	Barrier and covered walkway
	5 feet or more, but between one-fourth and one-half the height of construction	Barriers
	5 feet or more, but exceeding one-half the height of construction	None

Code Authority: MUTCD 2023 (or latest revision) sections 6D.01, 6D.02, & 6D.05, IBC 3306.1

III. R22 Site Plan Entitlement Phase II (LAND-2025-00052):

a. Easements and Dedications. Easements and dedications shall be provided for City review at the time of civil construction drawing application and finalized for recording prior to civil construction drawing approval. The existing and proposed easements and right-of-way shall be shown on the civil plans. Prior to acceptance of the right(s) of way and/or easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated, except as provided in Subsection 1 of RZC 21.52.030.G.

i. Easements are required as follows:
   (a) An area of 3 feet wide by 20 feet wide sidewalk and utility easement, granted to the City of Redmond, abutting the south side of NE 31st St right-of-way.
   (b) Private shared access easements between R22 Lot 1 and Lot 2 shall be provided and recorded prior to Phase II civil construction plan approval.
   (c) Any construction easements from the adjacent properties must be secured prior to civil construction drawing approval.
   (d) At the time of construction, additional easements may be required to accommodate the improvements as constructed.

Code Authority: RZC 21.52.030.G; RMC 12.12

b. Construction Restoration and Street Overlay. If the existing pavement on NE 31st Street is damaged by trenching or other construction activities, the pavement shall be planed, overlaid, and/or patched in accordance with the City of Redmond (COR) Standard Specifications and Details (STD) 201, 202, and 203, or as otherwise directed by the Traffic Operations and Safety Engineering Division in Public Works. The Pavement Condition Index (PCI) of the existing pavement on NE 31st Street is below 70, as identified in the City's biannual pavement survey; therefore, the development shall be required to plane and overlay, at a minimum, the entire half street along the project frontage, as determined by the Traffic Operations and Safety Engineering Division in Public Works. For questions, contact Adnan Shabir, Senior Engineer at 425-556-2776. If the existing pavement materials or thickness on NE 31st Street do not meet the requirements of COR STD 301, the pavement shall be reconstructed to meet current street standards.

Code Authority: RMC 12.08; Redmond Standard Specifications & Details

c. Street Frontage Improvements

i. The frontage along NE 31st Street shall meet current City standards, including maintaining the existing asphalt pavement width with appropriate tapers, a 1-foot concrete curb and gutter, a 5-foot-wide planter strip, and a 12-foot-wide shared-use concrete path, along with storm drainage, street lighting, street trees, street signage, and underground utilities, including power and telecommunications. If the existing pavement materials or depth do not meet the requirements of the City's Standard Specifications and Details 301, the minimum pavement section shall be provided as follows:

- 4-inches HMA Class ½" PG 58H-22
- 5-inches HMA Class 1" PG 58H-22
- 4-inches of 1-1/4" minus crushed rock base course per WSDOT standard spec 9-03.9(3).
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Street crown 2% sloped to the drain system

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; RZC Appendix 7; Redmond Standard Specifications & Details

ii. ADA ramp requirements:
Curb ramps for persons with disabilities are required for all new curb construction at the intersection of NE 31st Street/the driveway access, as well as for all replacement curbs constructed in conjunction with sidewalks, paths, or other pedestrian access ways.

Code Authority: RCW 35.68.075; RZC 21.A.21.a

iii. A 20-scale Channelization Plan is required and should be separate or incorporated into the Transportation Plan, provided the details are clearly visible, for any public street being modified or constructed. The plan shall include the existing and proposed signs, striping, street lighting, and signal equipment for all streets adjacent to the site and within at least 150 feet of the site property line (both sides of the street). The plan shall conform to the requirements in the City of Redmond Standard Specifications and Details Manual.

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

iv. Sidewalks constructed to City standards are required at the following locations:
- 12-foot-wide shared-use concrete path along the south side of NE 31st Street, east of the driveway access.

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

v. All retaining walls and rockeries must be located entirely outside of existing and proposed public right of way and public easements. Placement within these areas is not permitted under any circumstances.

Code Authority: RZC Appendix 2.A.15.a

d. Access Improvements

iii. The type and location of the proposed site accesses are approved as shown on the R22 Transportation Plan prepared by KPFF on December 5, 2025 (Attachment 7, Sheet C3.00).

Code Authority: RZC 21.52.030.E; RZC Appendix 2.D

e. Underground Utilities. All existing aerial utilities (if any) along the street frontage on 152nd Ave NE and within the development site shall be placed underground. All new utilities serving the development shall be placed underground.

Code Authority: RZC 21.17.020; RZC Appendix 2.A.3 and 11

f. Street Lighting. Illumination of the street(s) along the property frontage must be analyzed to determine if it conforms to current City standards. Streetlights may be required to illuminate the property frontage. Luminaire spacing should be designed to meet the specified criteria for the applicable lamp size, luminaire

height and roadway width. Contact Isabel Diaz, Transportation Operations, at (425) 556-2733 with questions. The street lighting shall be designed using the criteria found in the City's Illumination Design Manual, which can be accessed at: http://www.redmond.gov/development/CodesAndRules/StandardizedDetails

With Site Plan Entitlement approval, the applicant shall contact Puget Sound Energy (Street Lighting division) for coordination and development of a Work Sketch plan to include any proposed work on PSE-owned lights and or poles. The final PSE Street Lighting plan is required to be included in the final plan set prior to final approval of the Coordinated Civil Review.

To begin the PSE Lighting coordination process, fill out the Street Lighting information request form here: https://www.pse.com/en/construction-services/pole-services

Code Authority: RZC 21.52.030.F, RZC Appendix 2.A.11

g. Temporary Pedestrian Access Plan. The applicant is required to provide a temporary pedestrian access plan for approval by the City prior to any construction on the project site. This plan needs to show how pedestrian traffic passing by the proposed development will be accommodated during the entire length of the construction phase. The applicant may request to pay a sidewalk closure fee in lieu of providing passage as permitted by the City.

A pedestrian access plan should provide pedestrian protection with barriers or covered walkways that parallel existing facilities along the street frontage on the same side of the street on which the development is occurring. These routes must be accessible for persons with disabilities per the current ADA regulations and standards, including the provision of ramps, minimum widths, a detectable edge, and smooth surfaces for wheelchair access. If, under extenuating circumstances, a parallel accessible route cannot be provided along the street frontage adjacent to the development, pedestrians must be detoured with advance signing in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). This route must be accessible for people with low or no vision. The developer may be required to install temporary crosswalks and street lighting as part of this detour.

To keep existing routes open during the construction of new structures adjacent to existing sidewalks, pedestrian protection must be in place and inspected prior to construction adjacent to and at the same grade or above, as detailed in IBC 3306.1 (see table below) to protect pedestrians from falling debris. Pedestrian protection should be designed to provide durability, adequate lighting for nighttime use, and proper sight distance at intersections and crosswalks. Plans

and details for the construction of these covered walkways shall be included in the civil construction plan set.

IBC Table 3306.1. PROTECTION OF PEDESTRIANS

Height Of Construction	Distance From Construction to Sidewalk, Walkway, or Lot Line	Type Of Protection Required
8 feet or less	Less than 5 feet	Construction railings
	5 feet or more	None
8 feet or less	Less than 5 feet	Barrier and covered walkway
	5 feet or more, but not more than one-fourth the height of construction	Barrier and covered walkway
	5 feet or more, but between one-fourth and one-half the height of construction	Barriers
	5 feet or more, but exceeding one-half the height of construction	None

Code Authority: MUTCD 2023 (or latest revision) sections 6D.01, 6D.02, & 6D.05, IBC 3306.1
Condition Applies: Civil Construction

IV. R22 Binding Site Plan (LAND-2025-00091):

Private shared access easements between R22 Lot 1 and Lot 2 shall be provided and recorded prior to the sale of Lot 1 or Lot 2.

Code Authority: RZC 21.52.030.E; RZC Appendix 2.D

2. Development Engineering – Water and Sewer

Reviewer: Heba Awad, Senior Utility Engineer
Phone: 425-556-2861
Email: hawad@redmond.gov

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

The developer will install approximately 1,500 feet of new water mains along future driveways and 152nd Ave NE, two 6-inch water residential meters, two 2-inch commercial meters, two 1-inch irrigation meters, three new fire hydrants, and other fire appurtenances. All water services will be connected to the new water mains.

The neighboring Overlake Commons development project of the parcel number 0673100011 is currently under a Site Plan Entitlement permit. To support system looping and fire flows required for Overlake Commons and R22 developments, the developer of R22 has an agreement to address services, access, construction sequencing, and fire coverage. Overlake Commons and R22 shall work together during Coordinated Civil Review to adopt the same utility design for the west access road.

All water connections to the existing water main to the south of the building shall be revised during Coordinated Civil Review due to the ongoing Overlake Commons permit for parcel 0673100011. Most of the water improvement work will be constructed during phase one of the development project.

The developer shall begin coordinating with PSE and other dry utilities to identify potential conflicts with gas/power and cables. Relocation plans from utilities must be included in the construction plans for reference. Existing utilities in conflict with the proposed water main shall be below the proposed water main.

Code Authority: RZC 21.17.010.D

b. **Sewer Service.** Sewer service will require a developer extension of the City of Redmond sewer system as follows:
The Developer will install two new manholes, one 8-inch side sewer, and one 8-inch side sewer to be connected to new manholes on the sewer main along future 152nd Avenue NE.

Code Authority: RZC 21.17.010.D

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

If any off-site easements are needed for the project, they shall be provided to the City of Redmond for review at the time of construction drawing review and recorded prior to construction drawing approval.

Building overhangs, underground garages, elevated and other permanent structures shall not extend over or under the easement limits.

Code Authority: RZC 21.74.020.C, RZC Appendix 3.VII

d. **Permit Applications.** Water meter and side sewer applications shall be submitted for approval to the Development Engineering Division. Permits and meters will not be issued until all improvements are constructed and administrative requirements are approved. In certain limited circumstances, at the sole determination of the City of Redmond, water meter and/or side sewer permits may be issued prior to completion of improvements and/or administrative requirements. In such cases, various additional guarantees or requirements may be imposed as determined by the Development Engineering Division. All reimbursement fees shall be paid prior to the issuance of water and side sewer permits if applicable.

Code Authority: RMC 13.08.010; RMC 13.12.120

3. Development Engineering – Stormwater/Clearing and Grading

Reviewer: Rick Goode, Senior Engineer
Phone: 425-556-2496
Email: rgoode@redmond.gov

a. Water Quantity Control:

i. Project lies within the Overlake Regional Stormwater Facility Basin. Stormwater quantity control will be provided by the City of Redmond upon payment of the Overlake Capital Facility Charge.

ii. Provide for overflow routes through the site for the 100-year storm.

Code Authority: RMC 15.24.080.I

b. Water Quality Control

i. Project lies within the Overlake Regional Stormwater Facility Basin. Stormwater quality control will be provided by the City of Redmond upon payment of the Overlake Capital Facility Charge.

Code Authority: RMC 15.24.080.H

c. **Public Stormwater Easements.** Public easements will be required for any public stormwater conveyance systems on private property. Easements shall be provided for City of Redmond review at the time of construction drawing approval. The existing and proposed easements shall be shown on the civil plans. Prior to the City's acceptance of the easement(s), the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated. Prior to construction drawing approval, fully executed and recorded off-site easements shall be provided to the Development Engineering Division.

Code Authority: Stormwater Technical Notebook, Section 5.7.1

d. **Private Stormwater Easements.** Private stormwater easements will be required where drainage systems are located across adjacent properties and will remain under private ownership. Maintenance of private drainage systems will be the responsibility of the property owners benefiting from the easement. This requirement must be noted on the face of the civil construction drawings and record (as-built) drawings before recording with King County for subdivision. Prior to construction drawing approval, fully executed and recorded easements shall be provided to the Development Engineering Division.

Private easements are required as follows:

i. The project shall coordinate with the adjacent Overlake Commons project located along the south property line to provide a private stormwater drainage easement for any existing or proposed storm pipes crossing onto R22's property. The Overlake Commons project is proposing to connect to R22's conveyance piping at two locations. One connection is located at CB#2 along the shared driveway entrance at R22's southwest property corner, and the other connection is located at CB#6 along the east property line.

ii. A new private drainage easement shall be provided for the existing stormwater piping and treatment structures bypassing through the project at the northeast property corner from the neighboring property to the east. The existing piping and treatment structures shall not connect to R22's stormwater piping and shall connect to the public stormwater system in NE 31st Street through a separate catch basin structure.

iii. A new private drainage easement will be required from R22 Lot 1 for storm piping crossing the proposed lot line with R22 Lot 2 to be created under Binding Site Plan (LAND-2025-00091).

iv. All private drainage easements shall be provided and recorded prior to Phase I civil construction plan approval.

Code Authority: Stormwater Technical Notebook, Section 5.7.2

e. **Clearing and Grading.** No specific conditions.

Code Authority: RZC 21.74.020.J, RMC 15.24.050, RMC 15.24.080, RMC 15.24.082

f. **Temporary Erosion and Sediment Control (TESC).**

i. Rainy season work permitted October 1st through April 30th with a Wet Weather Plan (WWP) incorporated into the CCR plan set. The WWP will be used to apply for a separate WWP permit (as needed) after the Civil SITE Construction permit issuance, and additional WWP permit fees may apply based on the fee schedule at that time.

Code Authority: RMC 15.24.080

g. **Landscaping.** No specific conditions.

Code Authority: RZC 21.32

h. **Department of Ecology Notice of Intent Construction Stormwater General Permit.** Notice of Intent (NOI) must be submitted to the Department of Ecology (DOE) at least 60 days prior to construction on a site that disturbs an area of one acre or larger. Additional information is available at: https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit

Code Authority: Department of Ecology Rule

i. **Regional Capital Facilities Charge:** A Regional Capital Facilities Charge applies to this project, located in the Overlake Sub-basin. Please see the Development Engineering Fee Schedule for current fee information.

Code Authority: RMC 13.20.047 (Overlake), RMC 13.20.040 (Citywide)

4. Fire Department

Reviewer: Jon McKinnon, Deputy Fire Marshal
Phone: 425 556-2223
Email: jmckinnon@redmond.gov

The current submittal is generally adequate for LAND-2025-00049, -00050, -00051, -00052, and -00091 approval, but does not fully represent compliance with all requirements. The following conditions are integral to the approval and shall be complied with in Civil Drawings, Building Permit Submittals, Fire Code Permit Submittals, and/or other applicable processes:

a. Site Plan Condition

1. Required fire access shall meet all requirements of Redmond Fire Department Standard (RFDS) 2.0: Access and Addressing.
2. Striping and signage are required for all fire access roadways and will be determined in the civil review process.
3. Required fire access roadways not in the public way are required to be recorded in an Emergency Vehicle Access Easement (EVAE). The access driveway for Lot 2 is required for fire access to the structure on that lot.
4. Required fire access shall be able to support the weight of fire department vehicles, 77,000 pounds, and a point load of 45,000 pounds over a 24”x24” pad, or as determined by the City of Redmond Engineer. The proposed vault will be placed partially under the required fire access.
5. Required fire access roadways shall be in place and functional prior to bringing combustibles on site.
6. Any required fire access roadway over a vault or other structure must meet the weight capacity requirements for fire apparatus. This includes any lid, latch, vent, or other part of the vault, such as the structure located under the hammerhead turnaround.
7. Fire service access and features shall not be obstructed from deliveries, trash, or storage of other building functions.
8. During construction, a parking and materials plan must be in place that ensures emergency vehicle access to all homes located on the access road. Addresses for all structures will be assigned during the civil review process and shall conform to Redmond Fire Department Addressing Standards.

b. Fire Protection Plan

1. The buildings shall be fully sprinklered as per the IFC, NFPA 13, and RFDS 5.0
2. All areas shall have compliant Class I standpipe coverage, as per IFC, NFPA 14, and RFDS 4.0. Temporary standpipe coverage is required per IFC and RFDS 4.0.
3. All areas shall have an IFC, NFPA 72, and RFDS 9.0 compliant fire detection and alarm system.
4. Fire hydrants shall be located approximately as shown on the SPE plans to meet required commercial hydrant spacing and to meet fire flow requirements in the International Fire Code and RMC 15.06. Exact locations will be determined in the civil review process.

5. Hydrants must be in place and serviceable prior to the delivery, use, or storage of combustible building materials on-site or when Type 1A construction is complete.
6. The water supply capacity shall be capable of providing 3,500 gallons per minute (gpm) to the site and meet all requirements of the City of Redmond Engineer.
7. Per Appendix B (Fire Flow) of the IFC as amended by RMC 15.06, a building separation may be required to limit the fire flow of any one portion of the building to 3,500 gpm. Initial fire flow calculations based on the proposed building square footage and construction type have been completed in the SPE process and shall be updated during the civil review and building permit review.
8. Wall-mounted FDCs: A secondary FDC is required on the opposite side of the building. Final placement will take place during the CCR process for phases 1 and 2

c. Change or Modification

1. Determination of adequate fire flow as per IFC Appendix B: Fire Flow has been approximated in the SPE. Any changes to the structure's size or building type at the time of building permit submittal may require building changes, including the addition of fire walls.

2. If an underground tank is discovered on site, a separate fire permit for removal is required.

3. Required fire access roadways, or "Fire Lanes", may be established at the time of plan review, pre-construction site inspection, and/or post-construction site inspection. Additional fire lanes, markings, or re-markings may be required at any time during the life of the development upon evaluation and direction by the Fire Marshal.

d. Fire Code Permit

1. Fire Alarm and detection systems and related equipment for an NFPA 72-compliant fire alarm.
2. Fire Sprinkler systems and related equipment for an NFPA 13-compliant fire sprinkler system(s).
3. Standpipe systems for an NFPA 14-compliant standpipe system(s).
4. Fire Pumps and related equipment
5. Emergency Responder Radio
6. vi. Flammable Combustible Liquids
7. Gates and Barricades across fire apparatus access roads
8. Places of Assembly
9. VIII. Fixed Fire Suppression systems
10. Solar Photovoltaic Systems

11. Smoke Control or exhaust systems
12. Smoke control shall be installed as specified in the IBC and IFC. Depending on the smoke control requirements and design, outside technical review and inspections may be required at the applicant's expense.
13. Demolition of existing structures shall require a permit.
14. Removal of existing underground storage tanks requires a permit.

Code Authority: RMC 15.06; RZC Appendix 2, Redmond Fire Department Standards, and Redmond Standard Specifications and Details

5. Planning Department
Reviewer: Alex Hunt, Senior Planner
Phone: 425-556-2475
Email: ahunt@redmond.gov

a. Street Trees. Street trees must be installed in accordance with RZC 21.32.130 and Standard Detail 907. The minimum size at installation is 2 ½ inch caliper with CU-Structural Soil.

Code Authority: RZC 21.32.130 & Standard Detail 907

b. Development Agreement. Development shall be subject to the terms of the executed Development Agreement (LAND-2025-00050). Amendments to the proposed development shall be processed in accordance with Section 5.4 of the Development Agreement.

Code Authority: RZC 21.76.070.L

c. Affordable Housing Agreement. Prior to building permit issuance, an affordable housing agreement in a form approved by the City shall be recorded with the King County Recorder's Office, pursuant to the requirements of RZC 21.20.080. A minimum of 12.5% of residential units shall be affordable to households making 50% AMI, plus any affordable units required to achieve the approved development intensity through the Incentive Program.

Code Authority: RZC 21.20

d. Tree Preservation Plan. A Tree Preservation Plan depicting all significant and landmark trees required to be preserved as part of the site development must be provided with the civil construction drawings.

Code Authority: RZC 21.72.060.D

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

Code Authority: RZC 21.32.120

f. Impact Fees. Impact Fees will be required prior to the issuance of building permits pursuant to the requirements of RMC 3.10 and the final Development Agreement for R22. The applicant shall receive impact fee credits for the existing office development on-site. If the proposed development is eligible for any additional credits, including right-of-way dedication and system improvements, these additional credits will be assessed and provided after construction, dedication, or implementation is completed and accepted by the City.

Code Authority: RMC 3.10

g. Bonds. Bonds for Landscaping, Tree Preservation, Tree Replacement, and Mitigation shall be provided and executed prior to approval of civil permits.

Code Authority: RZC 21.76.090.F

h. Archaeological and Historical Preservation. The City's Inadvertent Discovery Plan (IDP) procedure shall be required during all ground-disturbing activities.

Code Authority: RZC 21.30.070.D

j. Mobility Management Program. A Mobility Management Program (MMP) shall be submitted and approved by the City's Transportation Demand Management Division prior to issuance of any building permit for this project. The TMP agreement shall be recorded on the property deed. Applicant shall begin finalizing the TMP immediately upon receiving this Approval document.

Code Authority: RZC 21.40.010.D
Condition Applies: Building Permit

i. Fee in Lieu of Private Open Space. An in-lieu fee for each required balcony that is not provided must be paid to the City before the building permit is issued. The fee for each balcony not provided on the building is equivalent to 50% of the park impact fee for a multifamily residence.

Code Authority: RZC 21.36.100.B.5

j. **Alternative Location for Tree Replacement.** Prior to approval of civil construction permits, the applicant shall provide alternative tree replacement, either through off-site replacement or a fee-in-lieu of replacement, for all trees required under RZC 21.72.080.B that are not planted on-site.

Code Authority: RZC 21.72.080

k. **Demolition of Existing Building.** Prior to recording the Binding Site Plan, the existing office building on-site shall be demolished so that the proposed lot line does not intersect with any existing building.

Code Authority: RZC 21.74.020

l. **Open Space Amenities.** A minimum of four features must be incorporated into the required open space for each phase as required by RZC 21.36.400.C.

Code Authority: RZC 21.36.400

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

Code Authority: RZC 21.76.070.B.3.a.ii.A; Comprehensive Plan TR-34

n. **Agency Permits.** The applicant shall be responsible for identifying and obtaining all required permits from other agencies, including local, regional, state, and federal permits.

Code Authority: RZC 21.76.070.B
Condition Applies: As determined by the permitting agency

7. Potholing

Reviewer: Rick Goode, Senior Engineer, and Heba Awad, Senior Engineer
Phone: 425-556-2496 and 425-556-2861
Email: rgoode@redmond.gov and hawad@redmond.gov

All existing utilities at the location of the proposed water/sewer mains, storm, and service line crossings shall be potholed prior to submittal of the first Civil Plan Review. The potholing shall identify the width and the depth of both the top and bottom of any pipes, structures, conduits, and duct banks.

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

The developer shall do the following during and after potholing:

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

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

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

Code Authority: Water and Wastewater System Extensions Design Requirements Section IV. 3. M and Section V. 3. K; Stormwater Technical Notebook, Issue No. 9, Effective July 1, 2022

B. Compliance with City of Redmond Codes and Standards

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

Transportation and Engineering

RZC 21.12	Overlake Regulations
RMC 6.36	Noise Standards
RZC 21.52	Transportation Standards
RZC 21.17.010.F	Adequate Streets, Sidewalks, and Trails
RZC 21.40.010.E	Design Requirements for Parking Facilities
RMC 12.08	Street Repairs, Improvements & Alterations
RMC 12.12	Required Improvements for Buildings and Development
RMC 12.16	Highway Access Management
RZC 21.76.020.G	Coordinated Civil Review
RZC 21.76.020.H.5	Preconstruction Conference
RZC 21.76.090.F	Performance Assurance
RZC Appendix 2	Construction Specification and Design Standards for Streets and Access
RZC Appendix 7	Overlake Village Street Requirements
City of Redmond	Record Drawing Requirements, November 2024
City of Redmond	Standard Specifications and Details (current edition at the time of this approval letter issued)

Water and Sewer

RMC 13.04	Sewage and Drainage
RMC 13.08	Installing and Connecting Water Service
RMC 13.10	Cross-Connection and Backflow Prevention
RZC 21.17.010	Adequate Public Facilities and Services Required
RZC Appendix 3	Design Requirements for Water and Wastewater System Extensions
City of Redmond	Standard Specifications and Details (current edition at the time of this approval letter issued)
City of Redmond	Design Requirements: Water and Wastewater System Extensions – April 2019.

Stormwater/Clearing and Grading

RMC 13.25	Temporary Construction Dewatering
RMC 15.24	Clearing, Grading, and Storm Water Management
RZC 21.32.120	Types of Planting

City of Redmond	Standard Specifications and Details (current edition at the time of this approval letter)
City of Redmond	Stormwater Technical Notebook, Issue No. 9, Effective July 1, 2022
Department of Ecology	Stormwater Management Manual for Western Washington (July 2019)

Fire

RMC 15.06	Fire Code
RZC Appendix 2	Construction Specification and Design Standards for Streets and Access
City of Redmond	Fire Department Design and Construction Guide
City of Redmond	Fire Department Standards

Planning

RZC 21.04	Land Uses and General Provisions
RZC 21.05	Special Districts and Overlays
RZC 21.12	Overlake Regulations
RZC 21.20	Affordable Housing
RZC 21.58, 62	Design Standards
RMC 3.10	Impact Fees
RZC 21.32	Landscaping and Tree Protection
RZC 21.34	Exterior Lighting Standards
RZC 21.36	Open Space
RMC 6.36	Noise Standards
RZC 21.40	Parking Standards
RZC 21.55	Development Incentive Program
RZC 21.64	Critical Areas
RZC 21.72	Tree Protection
RZC 21.74	Land Division

Building

RMC 15.08	Building Code
RMC 15.12	Electrical Code
RMC 15.14	Mechanical Code
RMC 15.16	Plumbing Code
RMC 15.18	Energy Code

REDMOND 22

DEVELOPMENT AGREEMENT

[DRAFT January 28, 2026]

This DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into on _____ of _____, 2025 ("**Effective Date**"), by and between the City of Redmond ("**City**"), a Washington municipal corporation, and [Owner Entity] ("**Owner**"), a [Delaware] limited liability company. The City and Owner are referred to herein collectively as the "**Parties**" and individually as a "**Party**."

I. RECITALS

1. Owner is planning the redevelopment of land located at 3050 152nd Avenue NE in Redmond, Washington (King County Parcel No. 0673100010) and legally described on the attached **Exhibit A** (the "**Property**") attached hereto and incorporated herein by this reference. The development plan includes two phases, with one building developed as part of each phase. "**Phase I**" consists of up to 400 residential units with up to 6,000 square feet of retail area. "**Phase II**" consists of up to 400 residential units with up to 2,000 square feet of retail area. Phase I and Phase II may be developed separately or at once. Together, Phase I and Phase II and all development associated with those phases are referred to herein as the "**Project**". The Property is in the City's Overlake Business and Technology (OBAT) zone.

2. As required by Redmond Zoning Code ("**RZC**") 21.76.070.P.2.b, Owner has prepared a master planned development entitled R22 Master Plan Development (the "**Master Plan**") to provide for coordinated development of the Property. The Master Plan, as may be amended in the future pursuant to this Agreement, is attached as **Exhibit B**. Owner has applied for approval of the Master Plan, this Development Agreement, a Binding Site Plan, and Phase I and Phase II Site Plan Entitlements ("**SPEs**") for the Project under City File Nos. LAND-2025-00049 (Master Plan); LAND-2025-00091 (Binding Site Plan); LAND-2025-00051 (Phase I SPE); LAND-2025-00052 (Phase II SPE). The Master Plan has followed the reviewed procedures of RZC 21.76.070.P. The Redmond City Council also conducted a public hearing to obtain further public comment on the Master Plan and this Agreement.

3. Environmental impacts of the development proposed by the Master Plan and SPEs were identified and considered through the City's Overlake Planned Action Ordinance ("**Planned Action Ordinance**") and satisfy any and all requirements of the State Environmental Policy Act, Chapter 43.21C RCW ("**SEPA**"). *See also*, RZC 21.70.110. The City has determined that the Project is consistent with any and all Project impacts and is fully mitigated under the Planned Action Ordinance. No additional mitigation or review is required under SEPA.

4. Completion of the Project in accordance with this Agreement will promote the goals and policies of the Redmond Comprehensive Plan, including but not limited to, providing new housing and potential job opportunities in Overlake near transit and major employment hubs, providing connections between sites and public open spaces, improving street frontages, and advancing sustainable development. The Comprehensive Plan goals furthered by the Project

include but are not limited to: FW-LU-1, FW-LU-2, LU-5, LU-6, LU-8, LU-19, LU-23, HO-6, HO-7, HO-10, HO-11, HO-13, TR-10, TR-14, TR-16, TR-17, FW-GR-1, GR-1, GR-2, GR-3, CTR-5, CTR-7, CTR-8, CTR-10, and CTR-17.

5. This Agreement is authorized by RCW 36.70B.170 through 36.70B.210 and relates to a project permit application as stated in RCW 36.70B.200. A development agreement between Owner and the City is a collaboration that will govern future development of the Property and provide mutual benefit for the Parties and the residents and businesses of the Overlake Neighborhood by providing affordable housing, art and cultural installations, pedestrian and bicycle improvements, sustainable development, enhanced landscaping and plaza space, additional walkable commercial space, signalization of an intersection, and connectivity through the site to other sites anticipated for redevelopment.

6. By executing this Agreement, the Parties intend to set forth their mutual agreements and understandings as they relate to the development of the Property and the Project.

II. AGREEMENT

DRAFT

PURSUANT TO RCW 36.70B.170 through 36.70B.210 and in consideration of, and subject to, the mutual promises, benefits, and obligations set forth herein, the City and Owner enter into the following Agreement and agree to be bound by its terms.

1. **Land and Floor Area Ratio.** The Property, exclusive of public right-of-way, comprises 232,760 square feet of total land area, as depicted on **Exhibit B** (overall basic site plan from Master Plan showing Property boundary). As provided in RZC 21.12, the maximum allowed development on the Property is expressed in terms of the ratio of floor area to total gross land area prior to dedication of new public right-of-way or provision of other land for public amenities ("**FAR**"). Allowed FAR shall thus be calculated for all purposes by using 232,760 square feet as the total gross land area. Future dedications of land for right-of-way or other public use or improvements shall not reduce the land area used for calculating FAR, the development rights provided for in this Agreement, or development rights provided for through applicable land use regulations. Under RZC 21.12.500, the base FAR for the Property without incentives is 3. There is no maximum FAR when maximizing the incentive program under RZC 21.55.4100.

2. **The Project.** The Project shown within the Master Plan consists of two phases, each providing one building. Phase I contains one building with up to 400 residential units and up to 6,000 square feet of retail area. Phase II contains one building with up to 400 residential units and up to 2,000 square feet of retail area. As used in this Agreement and the Master Plan, retail area includes all General Sales or Services as defined in RZC 21.78.160. Phase I and Phase II may be developed separately in any order or together at one time at Owner's sole discretion. Owner is not obligated by this Agreement to build either phase of the Project.

3. **Conformance with Master Plan.** The Remond City Council approved the Master Plan on _____. Approval of the development shown in the Master Plan and identified in this Agreement is specifically conditioned upon dedication of the land and

construction of the improvements expressly identified in the Master Plan and/or this Agreement. The Project shall substantially conform to the Master Plan, including amendments thereto provided for in Section 5.4 of this Agreement. Site and building modifications to facilitate interim use of structures, if any, are not regulated by the Master Plan and are subject to the RZC. In the event of a conflict between the Master Plan and this Agreement, this Agreement shall control.

4. **Term.** The term of this Agreement shall be ten (10) years from the Effective Date with the option to extend for an additional five (5) years, for a total possible term of fifteen (15) years ("**Term**"). The City and Owner intend for this Agreement to be in effect for a term concurrent with the Master Plan. The Parties intend that any request for extension of the Master Plan will be processed concurrently with an extension of this Agreement, and that any expiration of the Master Plan shall cause this Agreement to expire. The City and Owner agree that if the Master Plan is extended, the term of this Agreement shall likewise be extended for the term of the Master Plan.

5. **Vested Rights.**

DRAFT

5.1. Vesting. As used in this Agreement, an "**Application**" includes any application for development of the Project including an application for SPEs (or if that process is no longer used, the equivalent process at the time of development), building permit, binding site plan, preliminary plat, or short plat. As used in this Agreement, "**Vested Development Regulations**" include regulations, policies, procedures and guidelines addressing zoning (including the RZC, Redmond Municipal Code ("RMC") and zoning maps), environmental review (including critical areas regulations, SEPA procedures and substantive SEPA policies, and planned action ordinances), affordable housing, multi-family tax exemption, building and site design, utilities, stormwater, transportation concurrency and other laws, ordinance, policies, and administrative regulations and guidelines of the City governing land development.

Except as expressly provided otherwise in Sections 5.2 and 5.3 of this Agreement, any Application submitted during the Term of this Agreement shall be vested to and governed by the Vested Development Regulations in effect as of the Effective Date of this Agreement, as modified by the terms of this Agreement. The Project is vested to the Planned Action Ordinance under RZC 21.70.110 Overlake SEPA Planned Action and no additional SEPA review or mitigation is required for Applications vested under this Agreement, except as may be expressly required by said Planned Action Ordinance. To the extent there is a conflict between the Vested Development Regulations in effect as of the Effective Date of this Agreement and the terms of this Agreement, the terms of this Agreement control.

Except as expressly stated otherwise in Sections 5.2 through 5.4 of this Agreement, any amendments to or additions made during the term of this Agreement to Vested Development Regulations shall not apply to or affect the conditions of development of the Project.

5.2. Exemptions. The following are exempt from vesting as described in Section 5.1 of this Agreement:

- Plan review fees, inspection fees, and transportation, school, and fire impact fees established by schedules, charts, tables, or formulae;

- Water, sewer, stormwater, and other utility connection charges, general facility charges, Cascade Water Alliance charges, Metro charges, and monthly service charges;

- Amendments to building, plumbing, mechanical, fire, and other construction codes adopted pursuant to RCW 19.27 and 19.27A; and

- Other City enactments that are adopted pursuant to state or federal mandates (such as, but not limited to, the City's NPDES Municipal Stormwater Permit) that preempt the City's authority to vest regulations.

- Ordinances necessary to protect the public health and safety pursuant to Section 5.3 below.

DRAFT

5.3. City's Reserved Rights. Notwithstanding any other provisions of this Agreement, pursuant to RCW 36.70B.170(4) the City reserves authority to impose new or different officially adopted regulations of general applicability to the extent required by a serious threat to public health and safety, as determined by the Redmond City Council after written notice and an opportunity to be heard has been provided to Owner.

5.4. Amendments to Agreement. This Agreement and the Master Plan may be amended administratively upon a request by the Owner if the request does not result in an increase in the total square footage approved by the Master Plan of more than 10 percent or 6,000 square feet, does not significantly increase impacts addressed by the Planned Action Ordinance, and does not include a use not approved by this Agreement and the approved Master Plan. An amendment that meets these criteria and does not increase the square footage approved by the Master Plan shall be treated as a Type I administrative modification. An amendment that meets these criteria but increases the square footage approved by the Master Plan by less than 10 percent or 6,000 square feet shall be treated as a Type II administrative modification, without the requirement for public notice. *See* RZC 21.76.090.D.5. The City shall review Owner's request in good faith and not unreasonably deny Owner's request to modify the Agreement consistent with the criteria in this Section 5.4. Except for the Term of this Agreement, any of the dates set forth in this Agreement may be revised administratively by written agreement between the Owner and the Director, or their designee. Amendments not meeting the previously mentioned criteria shall be approved by City Council using the process for consideration of development agreements set forth in the RZC. Amendments to this Agreement and the Master Plan approved under this Section 5.4 do not change the vested status of Applications vested under this Agreement.

6. Development Approvals.

6.1. Flexibility. Detailed plans for development of the Property shall be as approved through the SPE process and other approval processes set forth in the RZC, as applicable. Road widths, access locations, right-of-way dedications, public amenity spaces, and street and utility improvements shall be governed by the Master Plan and the SPE approvals, and reviewed under Vested Development Regulations as provided for in Section 5 of this Agreement. Depictions of building footprints, shapes, square footage, and number of stories in the Master Plan are illustrative only. Such graphics and text in the Master Plan shall not constrain the process of designing and approving individual developments, which shall address applicable city-wide and special design guidelines, codes, and standards. Modifications to SPE approvals may be made administratively pursuant to RZC 21.76.090.D. Any changes to the SPEs for the Project shall remain vested to the Vested Development Regulations as they existed on the Effective Date of this Agreement, so long as the changes follow the criteria in RZC 21.76.090.D. Amendments to this Agreement and the Master Plan are governed by Section 5.4 of this Agreement.

DRAFT

6.2. Conditions. The City shall not impose any condition on the Project, or on any development proposal within the Project, that is inconsistent with the Master Plan, except as expressly authorized in this Agreement, including but not limited to those codes and regulations set forth in Section 5.2 against which Owner is not vested, or under those circumstances set forth in Section 5.3. Nothing in this Agreement waives or otherwise invalidates Owner's rights under RCW 82.02.020.

6.3. Development Site/Land Division. Owner applied for a binding site plan for the Property to facilitate development of Phases I and II, and the City approved the binding site plan on _____ with the condition that Owner will not record the binding site plan until after demolition of the existing structure on the Property is complete ("**Binding Site Plan**"). The City will process all Applications under this Agreement based on the lots identified in the Binding Site Plan. The City shall not delay processing an Application because the Binding Site Plan is not yet recorded. If the Binding Site Plan is not recorded at the time that the City approves an Application, the City may condition approval of the Application on Owner's recording of the Binding Site Plan. Additional legal lots, development parcels, or condominium units within the Property may be created if approved by the City without amendment of the Master Plan through binding site plans, short plats, subdivisions or the creation of condominiums. Any future land division shall not impact the ultimate size of open spaces, infrastructure, or other required public amenity space or public benefits or improvements, unless permitted as an administrative amendment to this Agreement and unless the City obtains like public amenity space, public benefits, or infrastructure.

6.4. Affordable Housing. Except as provided in Section 6.5 below, any Application vested to this Agreement shall not be required to provide any additional affordable housing or payment of fee-in-lieu above the requirement in this Section 6.4.

The Project will provide twelve-and-a-half percent (12.5%) of the units to be affordable as affordable to households earning up to fifty percent (50%) of the Area Median Income, as that term is defined in RZC 21.78 and RMC 3.38.030. The Project qualifies for the eight-year (8-year) Multifamily Housing Property Tax Exemption ("**MFTE**") as it currently exists in RMC 3.38.120.A for the Overlake Residential Targeted Area.

Nothing in this Agreement precludes Owner from availing itself of MFTE exemptions and fee reductions for affordable units as they may exist in the future up until the time the Owner or Owner's designee enters into an MFTE contract with the City in accordance with RMC 3.38.080. Owner may, at Owner's sole discretion, choose to provide additional affordable units to qualify for an MFTE exemption. The affordable units provided to achieve the Affordable Housing Incentive Bonus for increased FAR in Section 6.5 of this Agreement shall count toward any affordable rental units needed to qualify for MFTE exemptions that the City may adopt in the future.

6.5. Affordable Housing Incentive Bonus. In addition to the affordable units described in Section 6.4 of this Agreement (12.5% of the units as affordable to households earning up to 50% AMI) Owner shall provide less than two (2) percent of the total units in the Project as additional affordable units to households earning up to fifty percent (50%) of AMI in exchange for the Affordable Housing Incentive Bonus of forty (40) points, as permitted in RZC Table 21.55.200.

DRAFT

6.6. Small Business Support. The Project will provide at least one retail space that is between 600 to 2,000 square feet to support small businesses and qualify for the Small Business Support bonus in RZC Table 21.55.500.

7. **Floor Area Ratio.** The Project will utilize the FAR bonus incentives identified in the Master Plan to achieve the total FAR identified in the Master Plan for each phase, which is an FAR of 3.21 for Phase I and an FAR of 3.39 for Phase II. The Project provides the bonus incentives identified in Sections 6.5 and 6.6 of this Agreement and therefore qualifies for an FAR exceeding the FAR required for each phase of the Project. The Project will be counted as an Overlake catalyst project for purposes of calculating FAR incentives and is vested to the incentive points identified for catalyst projects in the RZC in effect as of the Effective Date of this Agreement. Owner, at Owner's sole discretion, may reallocate the FAR to increase or decrease the FAR of each phase, including the option of utilizing all FAR above 3.0 earned by providing the bonus incentives identified in Sections 6.5 and 6.6 of this Agreement, and subject to RZC 21.12.

8. **Parking Count.** The Project will provide the number of parking spaces approved in the Master Plan pursuant to RZC 21.40. As approved in the Master Plan and in addition to parking spaces, the Project will also provide up to 9 loading spaces for Phase I, and up to 12 loading spaces for Phase II. Owner, at Owner's sole discretion, may provide fewer parking and loading spaces for each phase, and may reallocate the parking and loading spaces between Phase I and Phase II to increase and decrease the parking and loading spaces required in each phase. Parking spaces may not be reallocated in a way that would cause residential or commercial parking to exceed the maximum allowable number of parking stalls for each phase in accordance with RZC 21.40. Loading spaces may be reallocated, at

Owner's sole discretion, between Phase I and Phase II without limitation on the maximum number for each phase.

9. **Electric Vehicle Parking Minimums.** As identified in the Master Plan, the Project will provide the following electric vehicle ("**EV**") spaces detailed in Sections 9.1-9.3. The requirements for "EV charged", "EV ready", and "EV capable" are set forth in WAC 51.50.0429.

   9.1. Residential Parking Stalls: Ten percent (10%) EV charged, and ninety percent (90%) EV ready for residential parking stalls.

   9.2. Non-Residential Stalls: Ten percent (10%) EV charged, ten percent (10%) EV ready, and ten percent (10%) EV capable for non-residential parking.

   9.3. Loading Stalls: Ten percent (10%) EV charged, ten percent (10%) EV ready, and ten percent (10%) EV capable for loading stalls.

10. **Street and Utility Improvements.**

DRAFT

10.1. Street and Right-of-Way Improvements. Owner will construct the street improvements as shown in the Master Plan and required by the Master Plan conditions of approval to mitigate the transportation impacts associated with the Project. The improvements and associated right-of-way are shown in the Master Plan at pages MPD C3.00 (Composite Transportation Plan) and MPD A0.02 (Overall Site Plan) and in the SPEs at pages SPE C3.00-1 and C3.00-2 (Composite Transportation Plan).

Owner will construct improvements as shown in the Master Plan when those improvements are necessary for the development of each phase and according to the phasing schedule, if any, approved as part of the Master Plan. Should Owner desire to construct improvements designated for future phases at an earlier time, such work shall be subject to City approval and shall be coordinated with the City. The street improvements shall be designed and constructed in accordance with the Master Plan and shall comply with the City's standards and code requirements for street improvements. Easements and dedications shall be provided for the City's review at the time of construction drawing approval and finalized for recording prior to issuance of a civil site permit. The street improvements shall be designed and constructed in accordance with the Master Plan and shall comply with the City's standards and code requirements for street improvements.

Changes to the Project that result in administrative amendments to this Agreement under Section 5.4 will not require additional street and/or right of way improvements beyond those described in the Master Plan and this Agreement, so long as the change to the Project generates the same or fewer vehicle trips as the Project prior to the amendment, based on the methodology of the Transportation Impact Analysis ("**TIA**") accompanying the Master Plan.

As set forth in Section 14.7 of this Agreement, Owner will construct a signal at the intersection of Da Vinci and 152nd Ave NE, unless the signal has already been constructed during the redevelopment of neighboring properties.

10.2. Right-of-Way Widths and Dedications. In accordance with RZC 21.52.030.G, where a planned street right-of-way or roadway, sidewalk, slope, or utility easement, as indicated by RZC 21.52.030.D, or as necessary to complete a public street, lies within the proposed Project, Owner shall be required to dedicate the right-of-way and/or easement to the City as a condition of approval of the application requiring such dedication, unless stated otherwise in this Agreement or the Master Plan. Right-of-way dedication width and location along 152nd Ave NE is depicted in the Master Plan.

Before acceptance of the right-of-way and/or easement by the City, Owner will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated, and shall be required to remove any encroachments on such easements or rights-of-way, provided, however, that Owner shall not be required to remove or subordinate: (a) improvements meeting traffic safety standards for motorized use and ADA-compliance pedestrian and non-motorized use; and (b) franchise utilities whose existing underground infrastructure meets the City's minimum vertical and horizontal separation requirements for all proposed or future public utilities, and whose existing above-ground infrastructure does not impact or preclude proposed or ultimate frontage improvements from meeting traffic safety standards for motorized use and ADA-compliance pedestrian and non-motorized use.

DRAFT

10.3. Deviations. The City agrees that the Project may qualify for administrative design flexibility under RZC 21.76.070.C for deviations to site requirements and standards except density, number of stories, and FAR including without limitation, Administrative Engineering Deviations for road widths, engineering standards, and dedications and right of way improvements in the Master Plan. The City agrees to consider such deviations, if the Owner requests such deviations and the applicable deviation requirements in the RZC and the City's Administrative Engineering Deviation Procedure are met. The deviations for Phase I and II are listed at LAND-2025-00051 pages G1.00-1 and LAND-2025-00052 pages G1.00-2. Additional deviations may be requested as necessary for future Applications.

10.4. Parking on 152nd Avenue NE. As identified in the Master Plan, no street parking is required for the Project on 152nd Avenue NE adjacent to the Property. Pursuant to Section 8 of this Agreement and the Master Plan, the Project is anticipated to provide the maximum parking pursuant to RZC 21.40, plus additional loading stalls to provide ample parking.

10.5. Utilities. Required water mains, sewer mains, and storm drainage facilities will be installed in public right-of-way or in commercially reasonable easements acceptable to the City. Necessary right-of-way and easements shall be dedicated or conveyed to the City. Construction of such improvements shall be in accordance with City standards, including but not limited to the City's standard construction details and the City of Redmond Stormwater Manual. Owner will construct improvements as shown in the

Master Plan when those improvements are necessary for development of each phase. No additional utility improvements will be required, except as may be necessary to meet state or federal mandates against which Owner is not vested under Section 5.2 and except as may be required by the City under circumstances described in Section 5.3. Changes to the Project that result in administrative amendment to this Agreement will not result in additional utility requirements beyond those described in the Master Plan and its conditions of approval, provided that there is no increase in stormwater runoff as the result of the amendment and provided that the utility demands of the amendment do not exceed the capacity of the proposed Master Plan utilities or the City utility system used by the Project. Deviations from the Master Plan that provide materially equivalent utility service and that comply with City standards may be proposed by the Owner and approved administratively by the City staff without amendment of the Master Plan or this Agreement.

10.6. Water Main Replacement. The Project is currently serviced by a 10-inch and 12-inch looped water main in 152nd Ave NE and NE 31st St. The 10-inch section in 152nd Ave NE runs south along the Project frontage and requires replacement to service the Project. Unless already constructed or under construction prior to development of the Project, the Project will replace approximately 235 linear feet of 10-inch water main and required appurtenances within 152nd Ave NE, including but not limited to: a cross fitting at the 152nd Ave NE and DaVinci intersection to serve Phase I and the existing main running west, reconnection of all existing services to remain, and a new hydrant assembly within the 152nd Ave NE frontage.

10.7. Storm Main Replacement. Unless already constructed or under construction prior to the development of the Project, Owner will replace approximately 100 linear feet of 12-inch corrugated metal pipe storm main between the two existing storm drain manhole structures. The Project will install two new storm drain manhole structures along the replaced piping section to accommodate the connection of the Project's stormwater and upstream bypass flow from the neighboring property to the east.

10.8. Performance. Owner is not obligated to provide any improvements under this Section 10 unless and until Owner pursues development of the Project under this Agreement.

11. Impact Fees and Stormwater, Water, and Sewer Charges.

11.1. Impact Fees Generally. Except as otherwise provided in this Agreement and subject to the credits and reductions in this Section 11, Owner shall pay impact fees for the Project in effect at the time building permits are issued for each building.

11.2. Transportation Impact Fee Calculation. The City's method and procedure for calculating net new project demand for mobility units for purposes of transportation impact fees shall be modified for development within the Master Plan Property to account for structures currently existing on the Property ("**Existing Structure**"). There is one Existing Structure on the Property. The City agrees that Owner will receive credit for the 115,555 square feet of office building on the Property as detailed in RMC

3.10.130. Upon demolition of any Existing Structure, credit for the reduction of existing demand for mobility units attributable to such Existing Structure shall automatically accrue to Owner of Existing Structure. The credit may be used in whole or part by Owner to reduce the demand for mobility units attributable to the development within the Master Plan, or may be assigned to another owner or developer of property developable within the Master Plan. Credits may only be used in the calculation of net new mobility unit demand for development within the Master Plan Property and may not be used in connection with any development located outside of the Master Plan Property. Consistent with the RMC 3.10.120, at the time of building permit issuance, the Owner may choose to use the City's standard traffic impact fee rates outlined in the schedules in RMC 3.10.100 for the year of the building permit issuance, or have an independent study conducted to develop unique transportation impact fee rates. All independent fee calculation studies shall meet the standards outlined in RMC 3.10.120 and shall be submitted to the City for review and approval.

11.3. Transportation Impact Fee Credits. According to RMC 3.10.130.A, when a development approval is conditioned upon a developer's conveyance of land for and/or construction of specified system improvements, the developer shall be entitled to a credit against the impact fee that would be imposed for the value of the land or property interest conveyed and/or the actual cost of construction and calculated per RMC 3.10.130. The total amount of credit granted shall not exceed the total amount of the impact fee the Owner is required to pay upon completion of the Project. If the amount of credits in a particular phase exceeds the amount of the impact fee required for that phase, Owner may apply the remaining against impact fees required for future phases of development. In consideration of Owner constructing the transportation improvements as set forth in this Agreement and shown in the Master Plan, the City shall credit against all Redmond transportation impact fees due to the City the total project cost (including land value, design, construction costs, and right-of-way dedications) of improvements made and listed in the Redmond Transportation Facilities Plan ("**TFP**") or subsequently added to the plan or its successor. This includes, without limitation, frontage improvements to 152nd Ave NE (TFP Project 47.01). In the event Owner pays all or part of the cost of a TFP project in lieu of construction, the credit shall be in the amount of such payment. If not already part of the TFP, City staff shall propose for City Council decision the inclusion in the TFP of all transportation improvements listed below:

- Signal improvement at Da Vinci and 152nd Ave NE

To accommodate Owner's construction of transportation improvements before City Council decision on inclusion in the TFP, and pursuant to RMC 3.10.130.A, the total cost of improvements shall be estimated before any impact fee payment made by Owner and credited against such payment. Owner shall be required to provide a performance assurance device acceptable to the City for the amount of such credit. If the Redmond City Council has approved an amendment of the TFP to include any or all the improvements described above as transportation improvements, City shall release Owner from its performance assurance requirement upon completion of the transportation improvements, pursuant to RMC 3.10.130.A.1.d-e. In the event the City Council has approved an amendment of the TFP and the transportation improvements described above

are not included, Owner shall pay the remaining traffic impact fees equal to the amount of the credit received, and the City shall release Owner's performance assurance requirement upon receipt of payment of the remaining transportation impact fees. If the City Council has not yet voted on the TFP by the completion of the Project, Owner shall be required to extend or provide a new performance assurance device in the amount of such credit for the time period of the extension.

11.4. Water, and Sewer Connection Charges. Per RMC 13.11.030, the Project is subject to the City's general connection charges for water and sewer. Per RMC 13.11.032, the Project is also subject to the regional water connection charge, which is equal to the regional capital facility charge imposed by the Cascade Water Alliance, plus an additional three percent (3%) of said charge, rounded up to the nearest dollar. No other connection charges for water or sewer are required for the Project.

11.5. Storm Water Management and Storm Water Capital Facilities Charges. Storm water management charges for the Project shall be calculated pursuant to RMC 13.18.050-.060, including reductions for any applicable credits under RMC 13.18.060. Stormwater Capital Facilities Charges for the Project calculated pursuant to RMC 13.20.047 (Overlake sub-basin) and 13.02.040 (Citywide). No other connection charges for storm water are required for the Project.

DRAFT

12. <u>Transportation Management.</u>

12.1. Transportation Mitigation. On-site street and right-of-way improvements required to mitigate the transportation impacts associated with the Project are identified in the Master Plan. No additional on-site or off-site transportation mitigation will be required for the construction of the Project. Changes to the Project that result in administrative amendments to this Agreement will not result in additional transportation mitigation beyond those described in the Master Plan and this Agreement, so long as the change to the Project generates the same or lesser trips as the prior use on the site, based on the methodology of the TIA accompanying the Master Plan.

12.2. Transportation Concurrency. Pursuant to RZC 21.52.010.B.7, the City grants Owner a certificate of concurrency for the Project that meets the requirements of RZC 21.52.010. The certificate of concurrency is valid for the Term of this Agreement and satisfies any and all transportation concurrency requirements for Applications vested to this Agreement, so long as the development generates the same or lesser trips as approved as part of the Master Plan, based on the methodology of the TIA accompanying the Master Plan. No additional analysis of Project traffic impacts and no additional transportation concurrency certificates shall be required to construct any development under this Agreement.

13. <u>Tree Removal and Mitigation.</u> The Project will result in tree removal and Owner agrees to provide mitigation as detailed on pages L301 of the Master Plan (Tree Preservation Plan) and pages L101-1 through L103-1 and L101-2 through L103-2 of the SPEs.

14. Public Benefits. The City agrees that the commitments made by Owner under this Agreement are in the public interest and provide sufficient public benefit to meet the requirements of RZC 21.76.070.L.3.e. The public benefits delivered by the Project include but are not limited to the following:

14.1. Affordable Housing. The Project will pioneer new affordable housing policies in the Overlake Neighborhood, providing needed affordable housing at deeper levels of affordability.

14.2. Art and Cultural. The Project will provide at least one public art feature in a form and location determined by Owner in the form of artwork, sculpture, water features, murals, and/or green walls that will enhance the public experience of the site. Owner will follow the review and approval process for public art in RZC 21.22.

14.3. Enhanced Bicycle and Pedestrian Safety Alternative on 152nd Avenue NE. The Project will, consistent with the SPEs, provide bike lane and sidewalk improvements along 152nd Avenue NE along the Property and connecting to adjacent improvements that better address pedestrian and bicycle safety compared to the City's typical street section. The Project will provide reconstruction of the bus stop on 152nd Ave NE in the agreed configuration with King County Metro and the City. This includes a 10.5-foot-wide curb bulb for pedestrian bus loading outside of the road section and adjacent to the raised cycle track, which provides safe routing for transit users, pedestrians, and cyclists using the 152nd Ave NE corridor.

DRAFT

14.4. Sustainability Measures, EV Chargers, Photovoltaic Cells. Owner shall seek a LEED Silver or higher sustainability rating, provide EV spaces pursuant to Section 9 above to be located in parking garages, and will provide infrastructure to support expansion of rooftop photovoltaic cells for solar electricity generation.

14.5. Landscaping Enhancements, Plaza, and Connectivity. The Project will provide landscaping enhancements and a plaza space for residents and visitors. The Project will also provide opportunities for improved connection through the Property to the adjacent private property.

14.6. Retail Space. The Project will provide more than the required retail space, offering opportunities for uses that serve residents and visitors of the Overlake Neighborhood, such as retail and food service.

14.7. Intersection Signalization and Neighborhood Connectivity. As part of the development of the Project and as identified in the Master Plan, Owner will construct a traffic signal at the intersection of Da Vinci and 152nd Ave NE, unless the signal is already constructed or under construction by another property owner. The TIA for the Project demonstrates that trip levels associated with the existing office use of the Property support a signalized intersection. The Project does not significantly increase trips from that existing use. Nonetheless, unless the signal is already constructed or under construction prior to development of the Project, Owner will construct the traffic

signal to mitigate any impacts and provide the additional public benefit of access to adjoining property, facilitating future redevelopment on that property.

15. Transfer of Ownership. In the event of transfer of ownership of all or any portion of the Property, the benefits accruing to, and the obligations placed upon the Owner under this Agreement shall run with the land and title to the Property and inure to the benefit of, and be binding upon, each person having any right or title or other legal interest in the Property with respect to that party's interest in the Property. This Agreement shall be deemed to create privity of contract and estate with and among all persons and entities acquiring any interest in the Property subsequent to the Effective Date. Owner may, at Owner's sole discretion, convey or assign ownership of the Property or any legal interest in any portion of the Property, and such successor in interest or assignee shall be bound to the terms of this Agreement pursuant to this Section 15.

16. Dispute Resolution, Judicial Relief, and Remedies.

16.1. Dispute Resolution. In the event of a dispute relating to this Agreement, the first step in resolving such dispute shall be for either Party to provide written notice of default to the other Party and request a meeting to resolve the dispute which shall occur within ten (10) days of a written request for such meeting unless both Parties agree otherwise. Each notice of default shall specify the nature of the alleged fault and the manner in which the default may be cured satisfactorily.

DRAFT

At such meeting, each Party shall send a representative with decision-making authority. If one Party intends to bring its attorney to the meeting, it shall notify the other Party, which shall also bring its attorney. This notification shall be made as early as possible to avoid scheduling conflicts with attorneys. Each Party shall have a duty to make a good-faith effort to resolve the dispute promptly and without need for judicial intervention or damages.

16.2. Remedy. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to specific performance of all terms of this Agreement by any Party in default hereof, in addition to all other rights and remedies provided by law. If a Party does not resolve its alleged breach within thirty (30) days of the meeting pursuant to Section 16.1, the other Party shall have all rights and remedies provided by law, including without limitation the right to seek specific performance, injunctive relief, and writs, and also to seek damages. Nothing herein will operate to prevent either party from taking legal action regarding noncompliance that threatens public health, safety or welfare prior to the expiration of the thirty (30) day cure period following notice of default. No such action or proceeding will operate to automatically terminate this Agreement, nor shall it release either Party from any promise or obligation herein, nor shall it release either Party from any liability or obligation with respect to any breach of this Agreement occurring prior to the commencement of any legal action by a party. The prevailing or substantially prevailing party shall be awarded its reasonable attorney fees and costs.

17. Miscellaneous Provisions.

17.1. Code Citations. All citations and references to the Redmond Zoning Code or "RZC" and Redmond Municipal Code or "RMC" in this Agreement shall refer to those provisions in force as of the Effective Date of this Agreement.

17.2. Recording. A memorandum of this Agreement shall be recorded with the King County Department of Records and Elections in substantially the same form as **Exhibit C**. The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their successors in interest and assigns.

17.3. Amendments. Amendments to this Agreement shall be governed by Section 5.4 above.

17.4. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the signatory Parties and their successors and assigns, as stated in Section 15. No other person or entity shall have any right of action based on any provision in this Agreement, and no other person or entity shall have any third-party beneficiary status, except as conveyed or assigned by Owner.

DRAFT

17.5. Governing Law - Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Washington, notwithstanding any conflicts of law provisions. Venue for any litigation under this Agreement shall be King County Superior Court.

17.6. Notices. All notices and other communications required or otherwise provided for by this Agreement shall be in writing and shall be given to the following persons:

City of Redmond:

Attention: Carol Helland Director of Planning Community Development
P.O. Box 97010
Mail Stop: 4SPL
Redmond, WA 98073-9710
chelland@redmond.gov

Owner:

[insert]

And to Owner's Attorney:

Tharsis Law, P.S.
Attn: Jacquie Quarré
323 26th Ave
Seattle, WA 98122
jacquie@tharsis.land

The Parties may, from time-to-time, notify each other in writing of changes in the names and addresses of persons to receive notices and communications and such changes shall become effective upon receipt by the non-notifying Party. Notices shall be deemed received within three (3) days after being placed in the United States Mail, properly addressed and postage prepaid or upon personal delivery.

17.7. Full Understanding – Construction. The Parties each acknowledge, represent and agree that they have read this Agreement, that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents. This Agreement is a contract that shall be interpreted to give effect to the intent of both Parties, in accordance with contract law.

17.8. Attorney's Fees. If either Party institutes litigation against the other Party to enforce any provision of this Agreement or to redress any breach thereof, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees incurred in such litigation.

DRAFT

17.9. Severability. If any section, sentence, clause or phrase of this Agreement is determined to be invalid or unconstitutional by any court of competent jurisdiction, the remaining sections, sentences, clauses and phrases shall remain viable and in full force and effect.

17.10. Counterparts. This Agreement may be executed in counterparts, with each Party sending a .pdf of its signature to the other Party via email transmission. This Agreement, when fully executed and signature pages exchanged as provided herein shall be effective as the original document.

17.11. Equal Opportunity to Participate in Drafting. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party based upon a claim that such Party drafted the ambiguous language, and neither Party's interpretation of the Agreement shall be entitled to deference.

17.12. Exhibits. This Agreement includes the following Exhibits:

Exhibit A – Legal Description

Exhibit B – Master Planned Development including any subsequent amendments

Exhibit C – Memorandum of Agreement

17.13. Final and Complete Agreement. This Agreement constitutes the final and complete expression of the Parties on all subjects relating to the development of the Property. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects relating to the development of the Property. Neither Party

is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

17.14. Effect of Expiration or Termination. The City and Owner may at any time during the Term, as provided for in Section 4, decide to terminate the Agreement, provided that both Parties agree in writing to termination of the Agreement. Upon expiration of the Term or sooner termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate and be of no further effect. An Application under Section 5.1 that vested during the Term of this Agreement shall remain vested after expiration of the Term or termination of this Agreement.

[Signature and acknowledgement pages follow]

DRAFT

[Add signature page]

DRAFT

Exhibit A

Legal Description of Property

The Property referred to herein below is situated in the County of King, State of Washington, and is described as follows:

LOT 1, OF CITY OF REDMOND SHORT PLAT NO. SS-82-2R AS RECORDED NOVEMBER 3, 1988 UNDER KING COUNTY RECORDING NO. 8811030192, BEING A REVISION OF KING COUNTY SHORT PLAT NO. SS-82-2 AS RECORDED FEBRUARY 19, 1982 UNDER KING COUNTY RECORDING NO. 8202190622, IN KING COUNTY, WASHINGTON;

DRAFT

EXCEPTING THEREFROM THAT PORTION OF LOT 1 CONVEYED TO THE CITY OF REDMOND BY INSTRUMENT RECORDED FEBRUARY 24, 1983 UNDER RECORDING NO. 8302240792; ALSO

EXCEPTING THEREFROM THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND, A WASHINGTON MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR 152ND AVENUE N.E. BY DEED RECORDED JULY 31, 2008 UNDER RECORDING NO. 20080731001810; ALSO

EXCEPT THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND FOR NORTHEAST 131ST STREET BY DEED RECORDED JULY 02, 2019 UNDER RECORDING NO. 20190702001341.

Exhibit B

Master Planned Development

DRAFT

ALL RIGHTS RESERVED. REPRODUCTION OR TRANSLATION OF ANY PART OF THIS WORK WITHOUT WRITTEN PERMISSION OF AMERICAN CAPITAL GROUP - IS UNLAWFUL AND SUBJECT TO CRIMINAL PROSECUTION

R22

MASTER PLANNED DEVELOPMENT

VICINITY MAP

SHEET INDEX

SHEET NO.	SHEET NAME
G0.01	COVER SHEET
G1.01	MASSING AND SITE PLANNING
C2.00	COMPOSITE SITE PLAN
C3.00	COMPOSITE TRANSPORTATION PLAN
C3.10	TYPICAL SECTIONS
C3.11	TYPICAL SECTIONS
C4.00	COMPOSITE UTILITY PLAN
C6.00	COMPOSITE STORM DRAINAGE PLAN
L101	OPEN SPACE PLAN
L201	LANDSCAPE PLAN
L301	TREE PRESERVATION PLAN
A0.01	SITE PLAN - EXISTING
A0.02	OVERALL SITE PLAN
A0.03	PHASING PLAN

SURVEY:

SURVEY SHEET 1 OF 7
SURVEY SHEET 2 OF 7
SURVEY SHEET 3 OF 7
SURVEY SHEET 4 OF 7
SURVEY SHEET 5 OF 7
SURVEY SHEET 6 OF 7
SURVEY SHEET 7 OF 7

SHEETS INCLUDED FOR REFERENCE:

EXH-1 - SHARED ACCESS PLAN - FINAL CONDITION
EXH-2 - COMPOSITE TRANSPORTATION PLAN FINAL CONDITIONS
EXH-3 - COMPOSITE UTILITIES PLAN FINAL CONDITIONS
EXH-4 - TRAFFIC SIGNAL PLAN
EXH-5 - TRAFFIC SIGNAL POLE PLACEMENT DETAILS

PROJECT INFORMATION

PROJECT NAME: R22 - MASTER PLAN

PROJECT ADDRESS: 3050 152ND AVE NE, REDMOND WA, 98052

PROJECT DESCRIPTION: THE PROPOSED PROJECT CONSISTS OF TWO MIXED-USE BUILDINGS TO BE CONSTRUCTED ON DIVIDED LOTS FROM THE EXISTING PARCEL. R22 PHASE I IS PROPOSED WITH (5) STORIES OF TYPE III CONSTRUCTION OVER (3) STORIES OF TYPE I CONSTRUCTION ON 2.45 ACRES. R22 PHASE II IS PROPOSED WITH (5) STORIES OF TYPE III CONSTRUCTION OVER (3)STORIES OF TYPE I CONSTRUCTION ON 2.59 ACRES. THE MASTER PLAN INCLUDES UP TO 800 UNITS (400 UNITS IN EACH PHASE), STRUCTURED PARKING, RESIDENT AMENITY SPACES, AND GROUND-FLOOR COMMERCIAL.

PROPERTY DESCRIPTION: THE R22 PROJECT IS LOCATED ON A 5.34 ACRE SITE AT 3050 152ND AVE NE IN REDMOND, WASHINGTON. THE SITE CONSISTS OF A FORMER MICROSOFT OFFICE STRUCTURE THAT IS CENTERED ON THE SITE, SURROUNDED BY A LARGE PARKING LOT AND EVERGREEN TREES. THE SITE IS ADJACENT TO SR 520 TO THE NORTH, AND THE MICROSOFT CAMPUS TO THE EAST AND NORTH EAST. TO THE SOUTH IS A SENIOR LIVING FACILITY, AS WELL THE ESTERRA PARK DEVELOPMENT THAT CONTAINS 11 DIFFERENT APARTMENT, OFFICE AND HOSPITALITY BUILDINGS. THE SITE IS ALSO ADJACENT TO THE NEW OVERLAKE VILLAGE LIGHTRAIL STATION TO THE WEST, AND PEDESTRIAN BRIDGE THAT CROSSES OVER 520.

THE SITE SLOPES UP FROM THE SOUTH WEST CORNER TO THE NORTH EAST CORNER, WITH APPROXIMATELY 50' OF GRADE CHANGE OVER THE COURSE OF THE SITE. ACCESS TO THE SITE CONSISTS OF THREE CURB CUTS FROM THE MAJOR ARTERIALS. THE FIRST IS AT THE SOUTH WEST CORNER ALONG 152ND AVE NE, THE SECOND IS AT THE MID SPAN OF 152ND AS IT RUNS SOUTH WEST TO NORTH EAST, AND THE THIRD IS AT THE NORTH EAST CORNER OF THE SITE ON NE 31ST ST. THE THIRD CURB CUT ALLOWS ACCESS TO THE ADJACENT MICROSOFT PARKING GARAGE TO THE EAST OF THE SITE. THIS ACCESS WILL BE MAINTAINED BY THE PROJECT FOR MICROSOFT EMPLOYEES.

THE SITE MAJORLY CONSISTS OF ASPHALT PARKING, INTERSPERSED WITH PLANTING STRIPS THAT CONSISTS OF VARIOUS VEGETATION INCLUDING LANDSCAPING SHRUBS AND SMALL DECORATIVE MAPLE TREES. TO THE BACK OF THE SITE THERE ARE AREAS OF LANDSCAPE THAT CONSIST OF GRASSES AND OTHER VARIOUS LOW LANDSCAPED PLANTINGS. THE SITE HAS FENCING WHERE IT ABUTS THE NEIGHBORING SENIOR LIVING FACILITY. THE SITE HAS EXISTING POWER, WATER, SEWAGE AND STORM WATER INFRASTRUCTURE THAT CONNECTS TO 152ND AVE AND NE 31ST ST.

JURISDICTION: CITY OF REDMOND

PROPOSED USE: MIXED USE - RESIDENTIAL USES (DWELLIING UNITS & COMMON AMENITIES), NON RESIDENTIAL USES (TARGETING FOOD & BEVERAGE; POTENTIAL OTHER USES - RETAIL SALES AND/OR BUSINESS & SERVICE)

NO. OF RESIDENTIAL UNITS: PHASE I - 365 PHASE II - 364 TOTAL - 729 — UNIT COUNTS AND AREAS ARE NOTED PER SITE PLAN ENTITLEMENT DRAWINGS FOR EACH PHASE. THE MASTER PLAN INCLUDES UP TO 800 UNITS (400 UNITS IN EACH PHASE) AND UP TO 8,000 SF OF COMMERICAL SPACE (6,000 SF IN PHASE I AND 2,000 SF IN PHASE II).

NON-RESIDENTIAL AREA: PHASE 1 - 5,560 SF PHASE II - 1,975 SF TOTAL - 7,535 SF

PARCEL NUMBER: 0673100010

LEGAL DESCRIPTION: SECTION 04 1S 3E, TL 600 5.34 ACRES

EXISTING SITE AREA: GROSS SITE AREA 232,761 SF (5.34 ACRES)
NET SITE AREA 220,009 SF (5.05 ACRES)(AFTER ROW DEDICATION)

PROPOSED SITE AREA: 220,009 SF, 5.05 ACRES

GROSS BUILDING AREA: 1,122,592 SF (INCLUDING BOTH PHASES)

BUILDING FOOTPRINT: 149,422 SF (INCLUDING BOTH PHASES)

LAND USE ZONING: OVERLAKE BUSINESS AND ADVANCED TECHNOLOGY ZONE (OBAT)

DESIGN DISTRICT: CIVIC NEIGHBORHOOD

OCCUPANCY GROUP: **R-2, S-2, A-2 & M**

TYPE OF CONSTRUCTION: TYPE IA AND TYPE IIIA, FULLY SPRINKLERED NFPA 13

PROJECT TEAM

OWNER:
AMERICAN CAPITAL GROUP
15 LAKE BELLEVUE DRIVE, SUITE 200
BELLEVUE, WA 98005
CONTACT: DAVID SINNETT
E-MAIL: DSINNETT@ACG.COM
PHONE: 425.709.7242

DEVELOPMENT MANAGER:
AMERICAN CAPITAL GROUP | DEVELOPMENT
15 LAKE BELLEVUE DRIVE, SUITE 200
BELLEVUE, WA 98005
CONTACT: ADAM BEHRMAN
E-MAIL: ABEHRMAN@ACG.COM
PHONE: 206.867.2293

ARCHITECT:
AMERICAN CAPITAL GROUP | DESIGN
15 LAKE BELLEVUE DRIVE, SUITE 200
BELLEVUE, WA 98005
CONTACT: ANNA LANCASTER
E-MAIL: ALANCASTER@ACG.COM
PHONE: 425.667.1286

CIVIL ENGINEER:
KPFF
1601 5TH AVE, SUITE 1600
SEATTLE, WA 98101
CONTACT: MONICA REGAN
E-MAIL: MONICA.REGAN@KPFF.COM
PHONE: 206.622.5822

ARBORIST
LAYTON TREE CONSULTING, LLC
PO BOX 572
SNOHOMISH, WA 98291
CONTACT: BOB LAYTON
E-MAIL: BOB@LAYTONTREECONSULTING.COM
PHONE: 425.220.5711

LANDSCAPE ARCHITECT:
SHAPIRO DIDWAY
1204 SE WATER AVE, SUITE 21
PORTLAND, OR 97214
CONTACT: JACOB KUCHARSKI
E-MAIL: JACOB@SHAPIRODIDWAY.COM
PHONE: 503.232.0520

ELECTRICAL:
HAGGARD ELECTRICAL CONTRACTORS
415 MAPLE AVENUE
SNOHOMISH, WA 98290
CONTACT: AARON JOHNSON
EMAIL: AARON@HAGGARDELECTRIC.COM
PHONE: 360.668.9361

TRAFFIC:
TENW
520 KIRLAND WAY, SUITE 100
KIRKLAND, WA 98291
CONTACT: GLEN DUBREUIL
EMAIL: DUBREUIL@ TENW.COM
PHONE: 206.295.6776

SURVEYOR:
HARMSEN, LLC
2822 COLBY AVE, SUITE 300
EVERETT, WA 98201
CONTACT: MATT SCHNEIDERS
EMAIL:
PHONE: 425.252.1884

GEOTECH:
EARTH SOLUTIONS NW
15365 NE 90TH ST, SUITE 100
REDMOND, WA 98052
CONTACT: KEVEN HOFFMAN
E-MAIL: KEVENH@ESNW.COM
PHONE: 425.449.4704

ACG Design
A division of **American Capital Group**
15 Lake Bellevue Drive, Suite 200
Bellevue, Washington 98005

COPYRIGHT © 2024. ALL RIGHTS RESERVED

23003881 REGISTERED ARCHITECT
ANNA GALLOWAY
STATE OF WASHINGTON

ISSUED SETS

NO	DATE	DESCRIPTION
1	02/24/2025	SPE SUBMITTAL
2	07/25/2025	CYCLE #1 SPE PERMIT CORRECTIONS
3	09/29/2025	CYCLE #2 SPE PERMIT CORRECTIONS
4	11/13/2025	CYCLE #3 SPE PERMIT CORRECTIONS

SUBMITTAL REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
R22 - MPD
3050 152nd AVE NE,
REDMOND, WA 98052

DRAWN BY: AG,JM
CHECKED BY: AG

DRAWING SET DATE: 11/13/2025

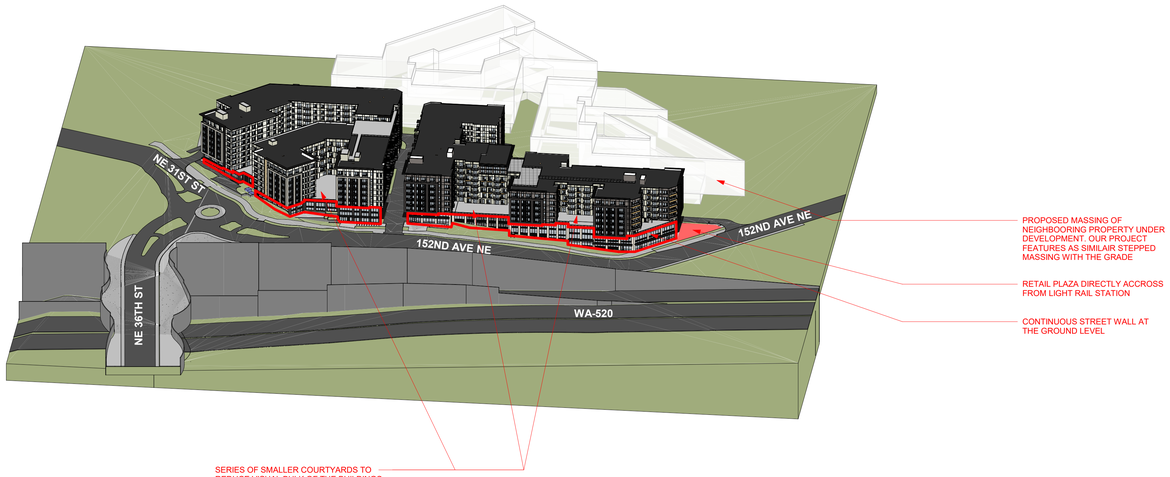
DRAWING SET TITLE: **MASTER PLANNED DEVLOPMENT**

TITLE
COVER SHEET

G0.01

ALL RIGHTS RESERVED. REPRODUCTION OR TRANSLATION OF ANY PART OF THIS WORK WITHOUT WRITTEN PERMISSION OF AMERICAN CAPITAL GROUP IS UNLAWFUL AND SUBJECT TO CRIMINAL PROSECUTION

HEIGHT AND BULK STUDY



SUN SHADING STUDY

NORTH

AUTUMNAL EQUINOX	WINTER SOLSTICE	VERNAL EQUINOX	SUMMER SOLSTICE
SEPT 21	*DEC 21*	*MAR 21*	*JUN 21*
10 AM	10 AM	10 AM	10 AM
12 AM	12 AM	12 AM	12 AM
3 PM	3 PM	3 PM	3 PM

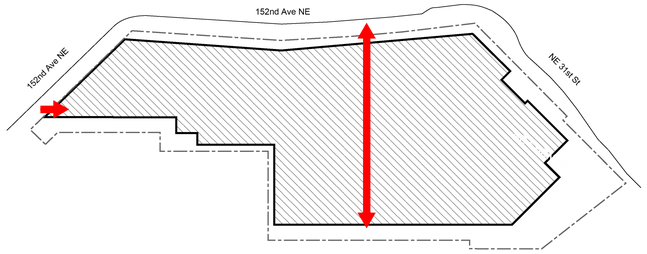
DESIGN INTENT NARRATIVE

THE PROJECT IS LOCATED AT A PROMINENT INTERSECTION OR CONNECTION NODE. IT IS RIGHT ACROSS THE STREET FROM THE OVERLAKE VILLAGE LIGHT RAIL STATION, IT IS JUST NORTH OF THE ESTERRA PARK DEVELOPMENT, IT IS AT THE ENTRY TO MICROSOFT'S CAMPUS, AND IT IS HIGHLY VISIBLE FROM 520. BECAUSE OF THIS PROMINENT LOCATION THE PROJECT IS THOUGHT OF AS A LANDMARK PROJECT WHILE STILL MATCHING THE SCALE OF NEW NEARBY COMMERCIAL AND MULTIFAMILY DEVELOPMENTS. ALONG 152ND AND 31ST STREETS THE PROJECT FEATURES SEVEN ENDCAPS BETWEEN THE TWO BUILDINGS THAT CREATE ARCHITECTURAL EMPHASIS WHEN VIEWED FROM VARIOUS ANGLES, BUT ALSO TO HELP BREAK DOWN THE SCALE AND APPEAR IN SOME WAYS AS 7 SMALLER BUILDINGS INSTEAD OF 2 LARGER BUILDINGS.

THE PROJECT ACHIEVES A CAREFUL BALANCE OF CREATING A PROMINENT AND INTERESTING DESIGN OF THESE HIGHLY VISIBLE CORNERS, WHILE MAINTAINING A HIGH-QUALITY PEDESTRIAN EXPERIENCE FOR SOMEONE WALKING OR BIKING ALONG 152ND OR 31ST STREETS. AT THE GROUND LEVEL THE PROJECT CREATES AS CONTINUOUS A STREET WALL AS POSSIBLE GIVEN EXISTING UTILITY EASEMENTS TO ENHANCE PEDESTRIAN EXPERIENCE. THE SIGNIFICANT GRADE CHANGE ON THE SITE IS MITIGATED BY FOCUSING BUILDING ENTRIES AND PEDESTRIAN AREAS (RETAIL AND MAIN RESIDENTIAL LOBBIES) AT SIGNIFICANT LOCATIONS WHERE WE CAN HAVE AREAS WITH FLATTER TOPOGRAPHY FOR ACCESSIBLE BUILDING ACCESS. IN AREAS WHERE DIRECT ACCESS FROM THE STREET INTO THE BUILDING IS NOT POSSIBLE DUE TO THE GRADE THE BUILDING STILL HAS A HIGHLY TRANSPARENT FAÇADE ACCENTED WITH BRICK AND OTHER HIGH-QUALITY MATERIALS.

THE PROJECT IS TARGETING LEED SILVER AND WILL COMPLY WITH REDMOND'S AND WASHINGTON STATE'S ENERGY CODE AND GREEN BUILDING REQUIREMENTS.

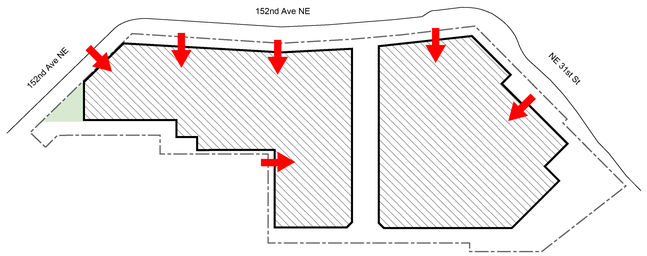
SITE PLANNING CONCEPT DRAWINGS



1 The mass indicates the buildable area of the site based on existing utility easements and fire access around the site.

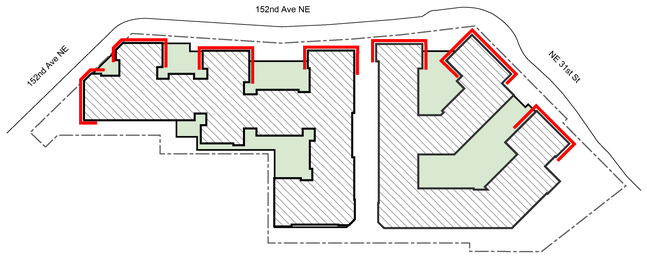
Site is bisected to provide access road for vehicle access, fire, trash, and loading off the street and to create two smaller buildings closer to the scale of the neighborhood.

On the southwest corner of the site (left) across from the light rail station the building is pushed back to add a retail plaza.



2 Areas of the building above the podium are carved away to create a series of smaller courtyards that open to the street.

These courtyards provide light into the units, but also break down the scale of the buildings from the street and allow the buildings to read as a series of smaller buildings and create a pedestrian friendly environment



3 Carving away to create the courtyards informs the architectural expression. The two buildings have seven "feature endcaps" that use distinct architectural elements to give the buildings an identity.

ACG Design
A division of **American Capital Group**
15 Lake Bellevue Drive, Suite 200
Bellevue, Washington 98005

COPYRIGHT © 2024. ALL RIGHTS RESERVED

23003881 REGISTERED ARCHITECT
ANNA GALLOWAY
STATE OF WASHINGTON

ISSUED SETS

NO	DATE	DESCRIPTION
1	02/24/2025	SPE SUBMITTAL
2	07/25/2025	CYCLE #1 SPE PERMIT CORRECTIONS
3	09/29/2025	CYCLE #2 SPE PERMIT CORRECTIONS
4	11/13/2025	CYCLE #3 SPE PERMIT CORRECTIONS

SUBMITTAL REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
R22 - MPD

3050 152nd AVE NE,
REDMOND, WA 98052

DRAWN BY DD,MH
CHECKED BY AG,JM

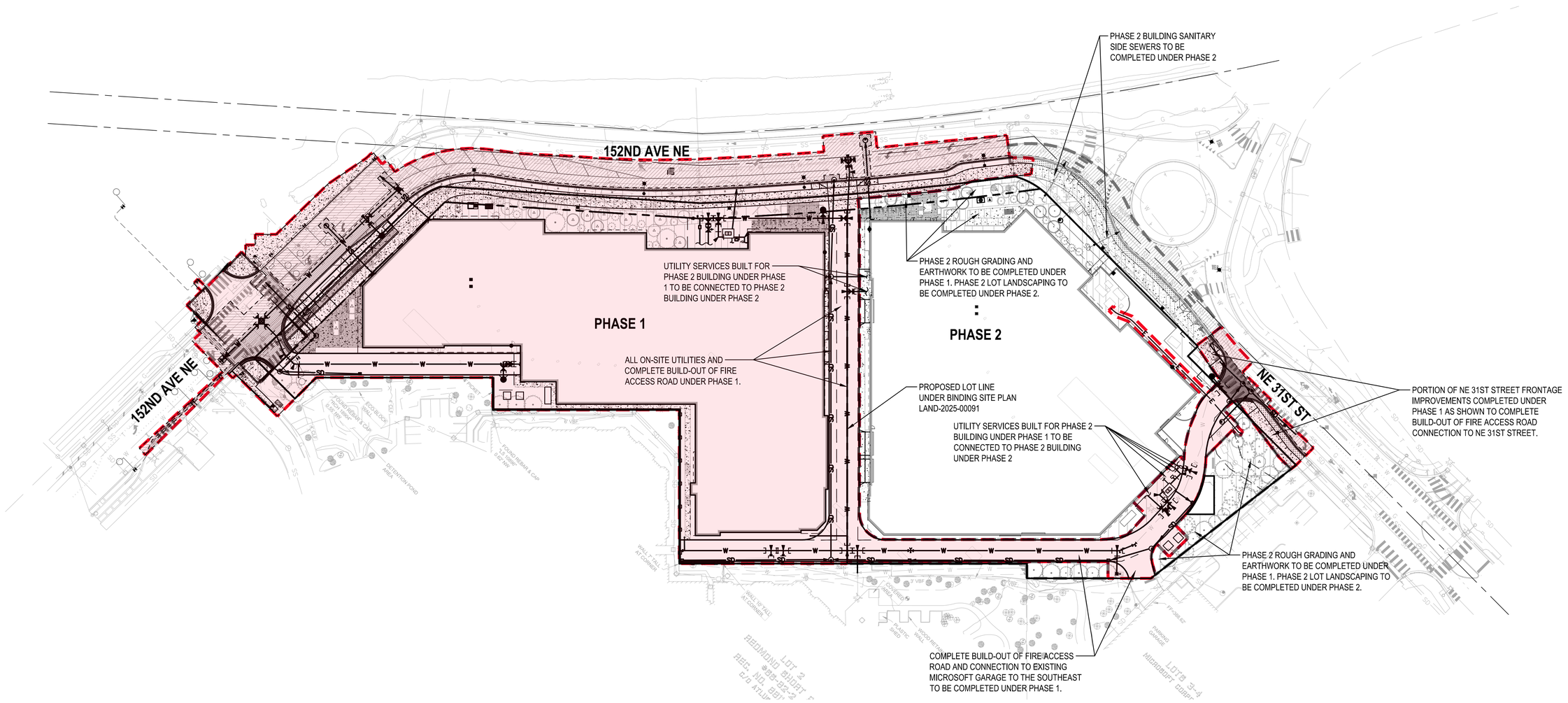
DRAWING SET DATE
11/13/2025

DRAWING SET TITLE
MASTER PLANNED DEVLOPMENT

TITLE
MASSING AND SITE PLANNING

G1.01

NE 1/4 SW 1/4, SEC. 23, TWP. 25N, RGE. 5E, W.M.



ALL ON-SITE ROADWAY, UTILITIES, AND GRADING WILL BE COMPLETED UNDER PHASE 1. TEMPORARY CONSTRUCITON EASEMENT SHALL BE GRANTED TO PHASE 1 LOT BY PHASE 2 LOT FOR WORK IN PHASE 2 LOT. PHASE 1 WORK IN THE RIGHT-OF-WAY CONSISTS OF THE MAJORITY OF THE 152ND AVE NE FRONTAGE AND A PORTION OF THE NE 31ST STREET FRONTAGE AS IS SHOWN IN THE PHASING PLAN.

PHASE 1
PHASE 2

0 25' 50' 100'
1 inch = 50 feet

NO.	DATE	BY	CHD.	APPR.	REVISION
6	12/05/2025	DJF	MDR	JSF	CYCLE #4 MPD PERMIT CORRECTIONS
5	11/13/2025	DJF	MDR	JSF	CYCLE #3 MPD PERMIT CORRECTIONS
3	09/29/2025	DJF	MDR	JSF	CYCLE #2 MPD PERMIT CORRECTIONS
2	07/25/2025	DJF	MDR	JSF	CYCLE #1 MPD PERMIT CORRECTIONS
1	02/24/2025	DJF	MDR	JSF	MPD SUBMITTAL

DRAWN BY | DESIGNED BY
CHECKED BY | APPROVED BY
DATE
JOB No.:

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

SCALE:

kpff
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

JEREMY S. FRIDUS STATE OF WASHINGTON 39847 REGISTERED PROFESSIONAL ENGINEER
12/05/2025

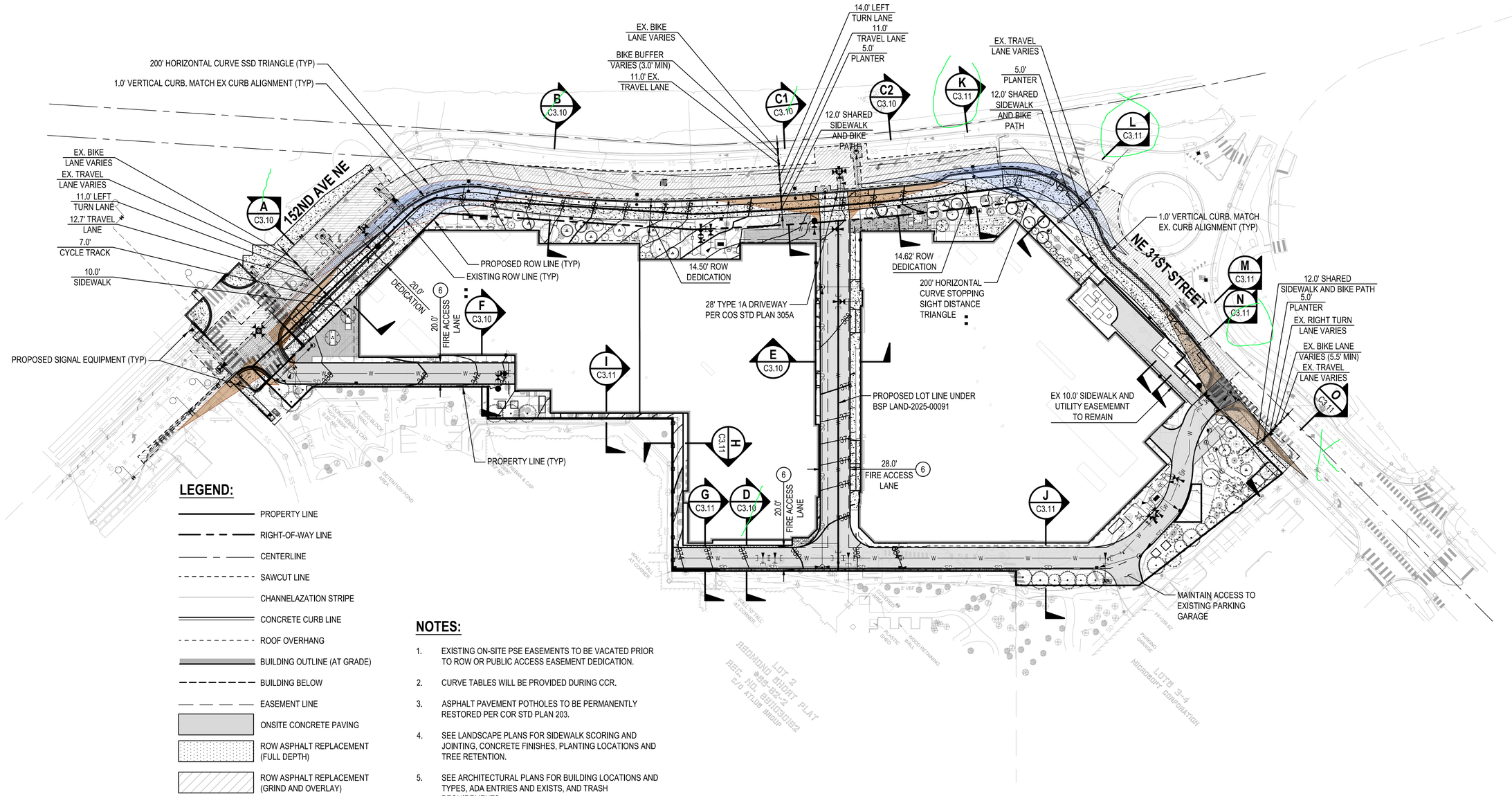
REDMOND BUILDING 22 MASTER PLAN DEVELOPMENT
3050 152ND AVE NE, REDMOND, WA 98052

COMPOSITE SITE PLAN

SHEET
C2.00

Dec 05, 2025 - 4:11pm Dylanf Z:\2400001-2409999\2400818 Building 22\CADD\Design\00 - MPD\B22 C2.00 PHASE PLAN.dwg

NE 1/4 SW 1/4, SEC. 23, TWP. 25N, RGE. 5E, W.M.



LEGEND:

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SAWCUT LINE
- CHANNELAZATION STRIPE
- CONCRETE CURB LINE
- ROOF OVERHANG
- BUILDING OUTLINE (AT GRADE)
- BUILDING BELOW
- EASEMENT LINE
- ONSITE CONCRETE PAVING
- ROW ASPHALT REPLACEMENT (FULL DEPTH)
- ROW ASPHALT REPLACEMENT (GRIND AND OVERLAY)
- CONCRETE SIDEWALK
- SIGHT DISTANCE TRIANGLE
- PROPOSED STREET LIGHT

NOTES:

1. EXISTING ON-SITE PSE EASEMENTS TO BE VACATED PRIOR TO ROW OR PUBLIC ACCESS EASEMENT DEDICATION.
2. CURVE TABLES WILL BE PROVIDED DURING CCR.
3. ASPHALT PAVEMENT POTHOLES TO BE PERMANENTLY RESTORED PER COR STD PLAN 203.
4. SEE LANDSCAPE PLANS FOR SIDEWALK SCORING AND JOINTING, CONCRETE FINISHES, PLANTING LOCATIONS AND TREE RETENTION.
5. SEE ARCHITECTURAL PLANS FOR BUILDING LOCATIONS AND TYPES, ADA ENTRIES AND EXISTS, AND TRASH REQUIREMENTS.

(6) EMERGENCY VEHICLE ACCESS EASEMENT TO SPAN ENTIRE ROADWAY WIDTH. EASEMENTS TO BE RECORDED PRIOR TO CCR ISSUANCE.

7. ASPHALT PAVEMENT TRENCH RESTORATION (GRIND AND OVERLAY) PER COR STANDARD DETAIL 202.

0 25' 50' 100'
1 inch = 50 feet

NO.	DATE	BY	CHD.	APPR.	REVISION
6	12/05/2025	DJF	MDR	JSF	CYCLE #4 MPD PERMIT CORRECTIONS
5	11/13/2025	DJF	MDR	JSF	CYCLE #3 MPD PERMIT CORRECTIONS
3	09/29/2025	DJF	MDR	JSF	CYCLE #2 MPD PERMIT CORRECTIONS
2	07/25/2025	DJF	MDR	JSF	CYCLE #1 MPD PERMIT CORRECTIONS
1	02/24/2025	DJF	MDR	JSF	MPD SUBMITTAL

DRAWN BY | DESIGNED BY
CHECKED BY | APPROVED BY
DATE
JOB No.:
SCALE:

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

kpff
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

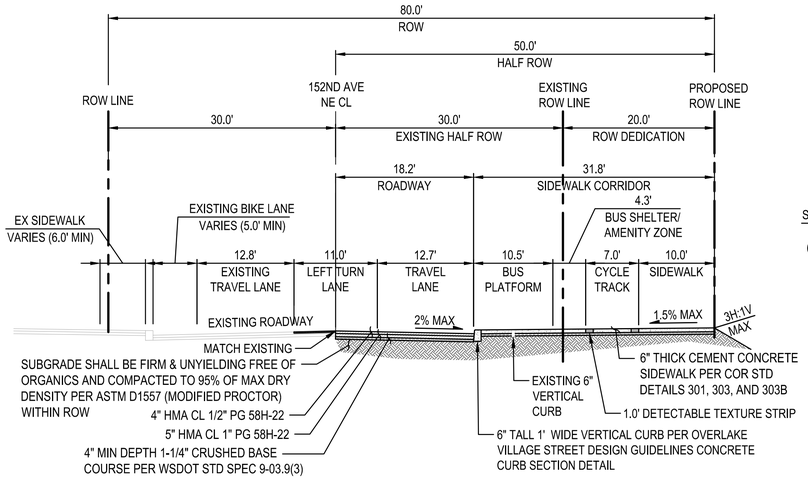
JEREMY S. FREUDS STATE OF WASHINGTON 39847 REGISTERED PROFESSIONAL ENGINEER
12/08/2025

REDMOND BUILDING 22 MASTER PLAN DEVELOPMENT
3050 152ND AVE NE, REDMOND, WA 98052

COMPOSITE TRANSPORTATION PLAN

SHEET
C3.00

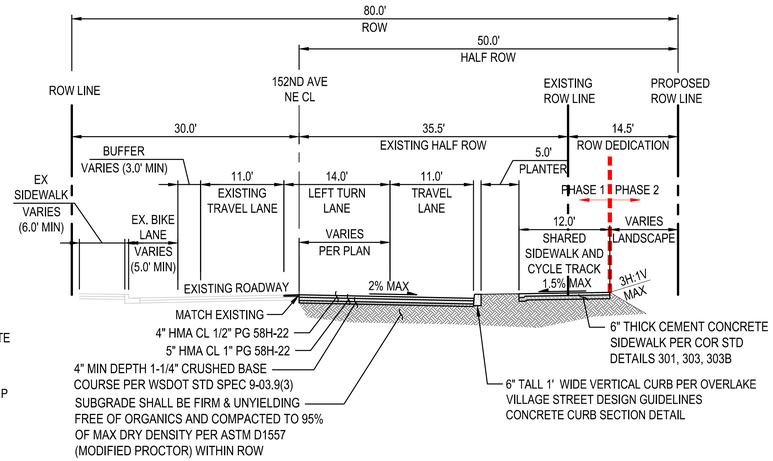
Dec 08, 2025 - 2:21pm Dylanf Z:\240001-2409999\240818 Building 22\CAD\Design\00 - MPD\822 C3.00 TRANSPO OV.dwg



152ND AVE NE (MINOR ARTERIAL)
(RETAIL STREET SECTION 1 SW OF HORIZONTAL CURVE)

A — C3.00

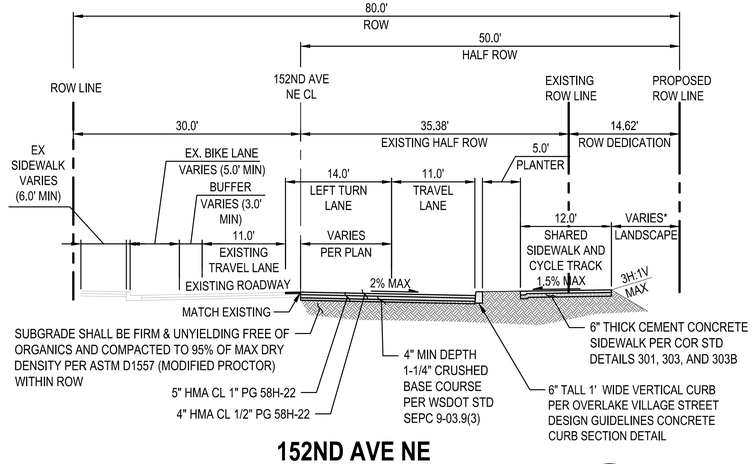
1' = 10"



152ND AVE NE
(MINOR ARTERIAL I)

B — C3.00

1' = 10"



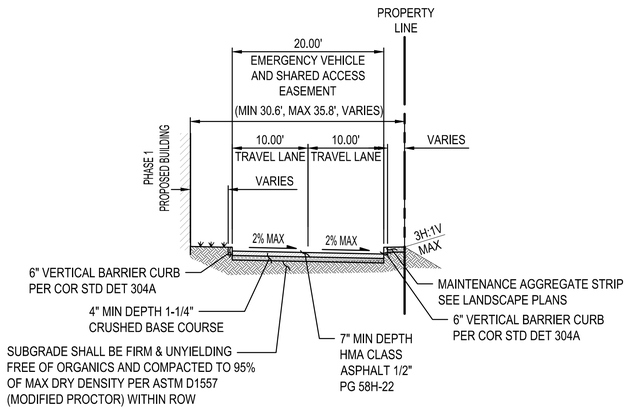
152ND AVE NE
(MINOR ARTERIAL I)

C1, C2 — C3.00

1' = 10"

*PROPOSED LANDSCAPING IMPROVEMENTS ADJACENT TO PHASE 1 BUILDING (SECTION C1)

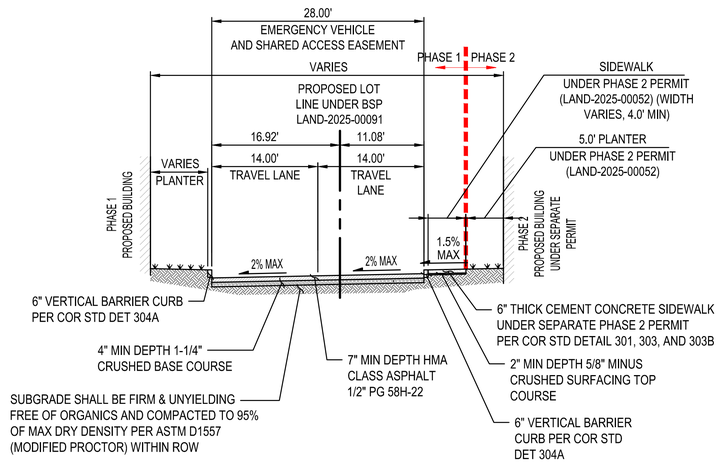
*PROPOSED LANDSCAPING IMPROVEMENTS ADJACENT TO PHASE 2 BUIDLING (SECTION C2)
UNDER SEPARATE PERMIT



SOUTH FIRE APPARATUS ACCESS AND DRIVEWAY

D — C3.00

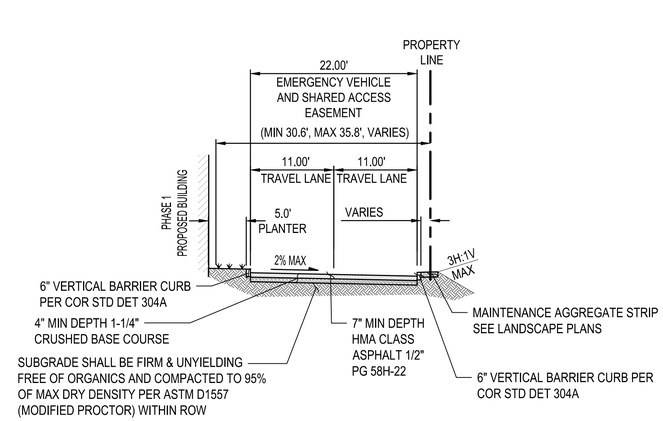
1' = 10"



CENTRAL FIRE APPARATUS ACCESS AND DRIVEWAY

E — C3.00

1' = 10"



WEST FIRE APPARATUS ACCESS AND DRIVEWAY

F — C3.00

1' = 10"

IF THE EXISTING PAVEMENT DEPTH AND MATERIAL DOES NOT MEET THE REQUIREMENT PER COR STD 301 ON NE 31ST ST AND ON 152ND AVE NE, THE EXISTING PAVEMENT DEPTH AND MATERIAL WILL NEED TO BE REBUILT TO MEET THE REQUIREMENTS PER COR STD 301.

NO.	DATE	BY	CHD.	APPR.	REVISION
6	12/05/2025	DJF	MDR	JSF	CYCLE #4 MPD PERMIT CORRECTIONS
5	11/13/2025	DJF	MDR	JSF	CYCLE #3 MPD PERMIT CORRECTIONS
3	09/29/2025	DJF	MDR	JSF	CYCLE #2 MPD PERMIT CORRECTIONS
2	07/25/2025	DJF	MDR	JSF	CYCLE #1 MPD PERMIT CORRECTIONS
1	02/24/2025	DJF	MDR	JSF	MPD SUBMITTAL

DRAWN BY | DESIGNED BY
CHECKED BY | APPROVED BY
DATE
JOB No. :

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

SCALE:

kpff
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

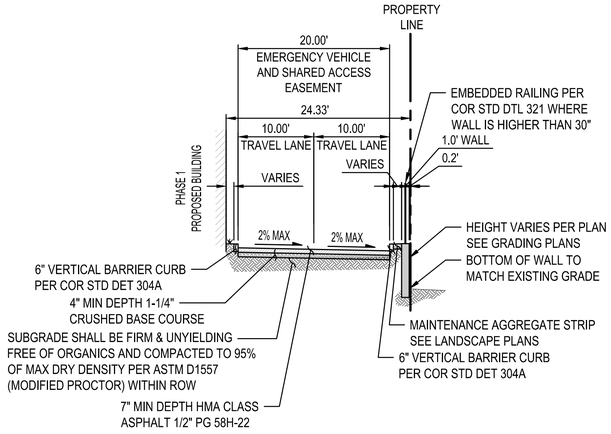
JEREMY S FREUDS — STATE OF WASHINGTON — 39847 — REGISTERED PROFESSIONAL ENGINEER
12/08/2025

REDMOND BUILDING 22 MASTER PLAN DEVELOPMENT
3050 152ND AVE NE, REDMOND, WA 98052

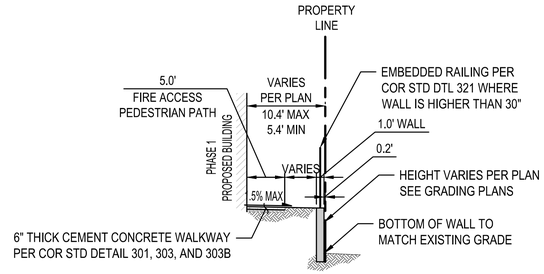
TYPICAL SECTIONS

SHEET
C3.10

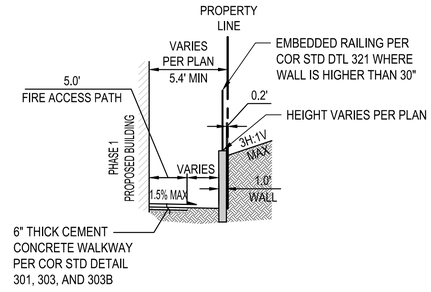
Dec 08, 2025 - 2:21pm Dylanf Z:\240001-240999\240818 Building 22\CAD\Design\00 - MPD\B22 C3.00 TRANSPO 01.dwg



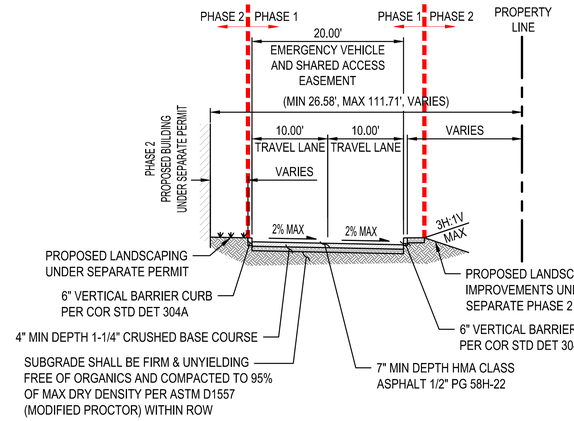
SOUTH FIRE APPARATUS ACCESS AND DRIVEWAY — G
1" = 10' — C3.00



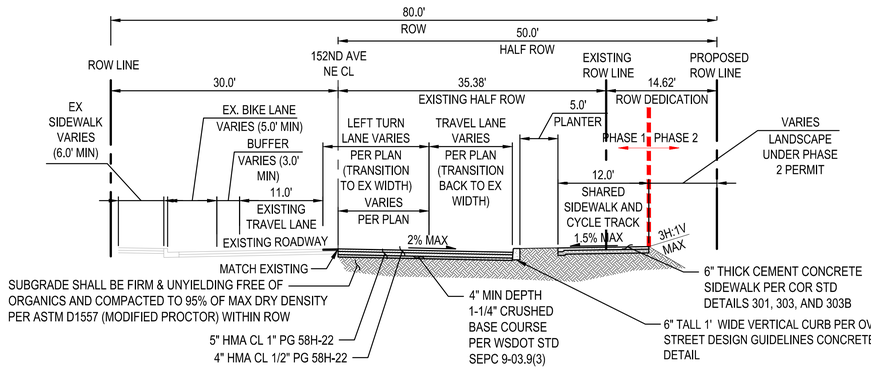
SOUTH FIRE ACCESS PATHWAY — H
1" = 10' — C3.00



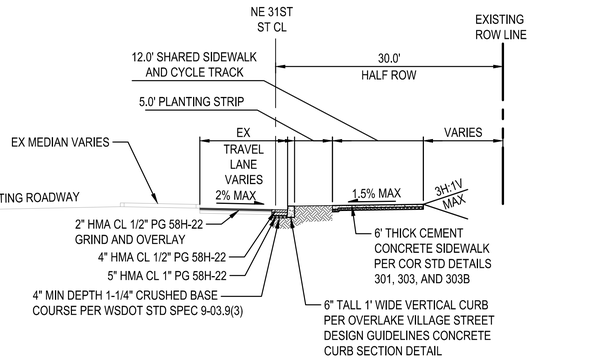
SOUTH FIRE ACCESS PATHWAY — I
1" = 10' — C3.00



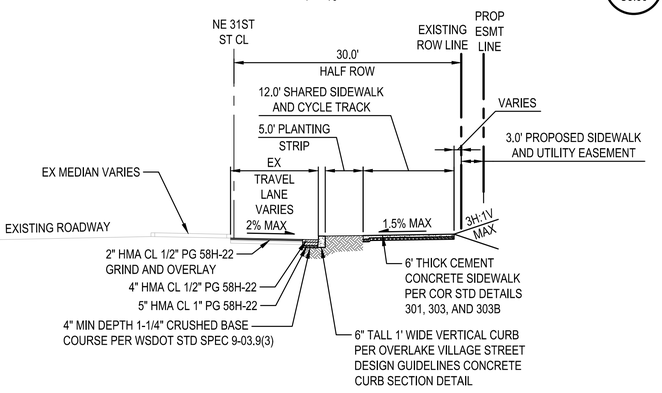
SOUTH FIRE APPARATUS ACCESS AND DRIVEWAY — J
1" = 10' — C3.00



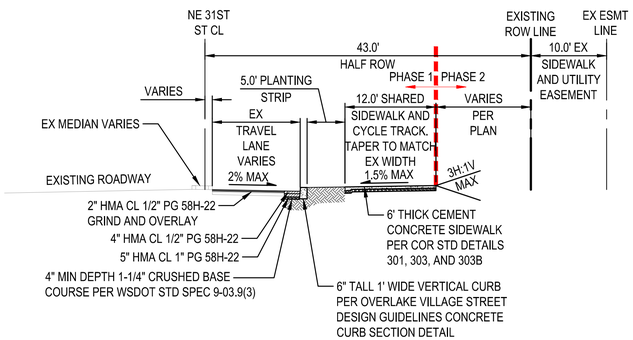
152ND AVE NE (MINOR ARTERIAL I) — K
1' = 10' — C3.00



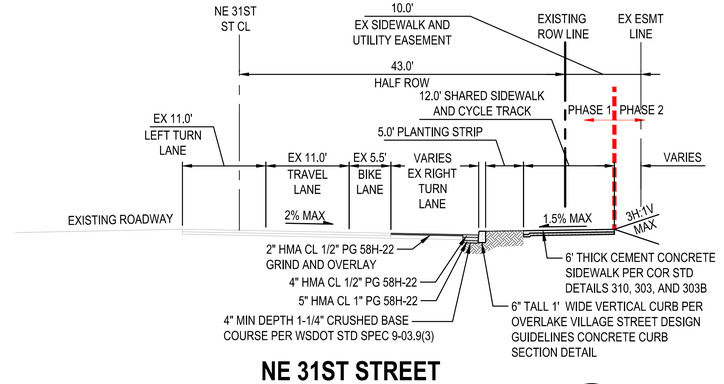
NE 31ST STREET (MINOR ARTERIAL I) — L
1' = 10' — C3.00



NE 31ST STREET (MINOR ARTERIAL I) — M
1' = 10' — C3.00



NE 31ST STREET (MINOR ARTERIAL I) — N
1' = 10' — C3.00



NE 31ST STREET (MINOR ARTERIAL I) — O
1' = 10' — C3.00

IF THE EXISTING PAVEMENT DEPTH AND MATERIAL DOES NOT MEET THE REQUIREMENT PER COR STD 301 ON NE 31ST ST AND ON 152ND AVE NE, THE EXISTING PAVEMENT DEPTH AND MATERIAL WILL NEED TO BE REBUILT TO MEET THE REQUIREMENTS PER COR STD 301.

NO.	DATE	BY	CHD.	APPR.	REVISION
6	12/05/2025	DJF	MDR	JSF	CYCLE #4 MPD PERMIT CORRECTIONS
5	11/13/2025	DJF	MDR	JSF	CYCLE #3 MPD PERMIT CORRECTIONS
3	09/29/2025	DJF	MDR	JSF	CYCLE #2 MPD PERMIT CORRECTIONS
2	07/25/2025	DJF	MDR	JSF	CYCLE #1 MPD PERMIT CORRECTIONS
1	02/24/2025	DJF	MDR	JSF	MPD SUBMITTAL

DRAWN BY | DESIGNED BY | CHECKED BY | APPROVED BY | DATE | JOB No.: | SCALE:

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

kpff
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

JEREMY S. FERRIS — STATE OF WASHINGTON — 19847 — REGISTERED PROFESSIONAL ENGINEER
12/08/2025

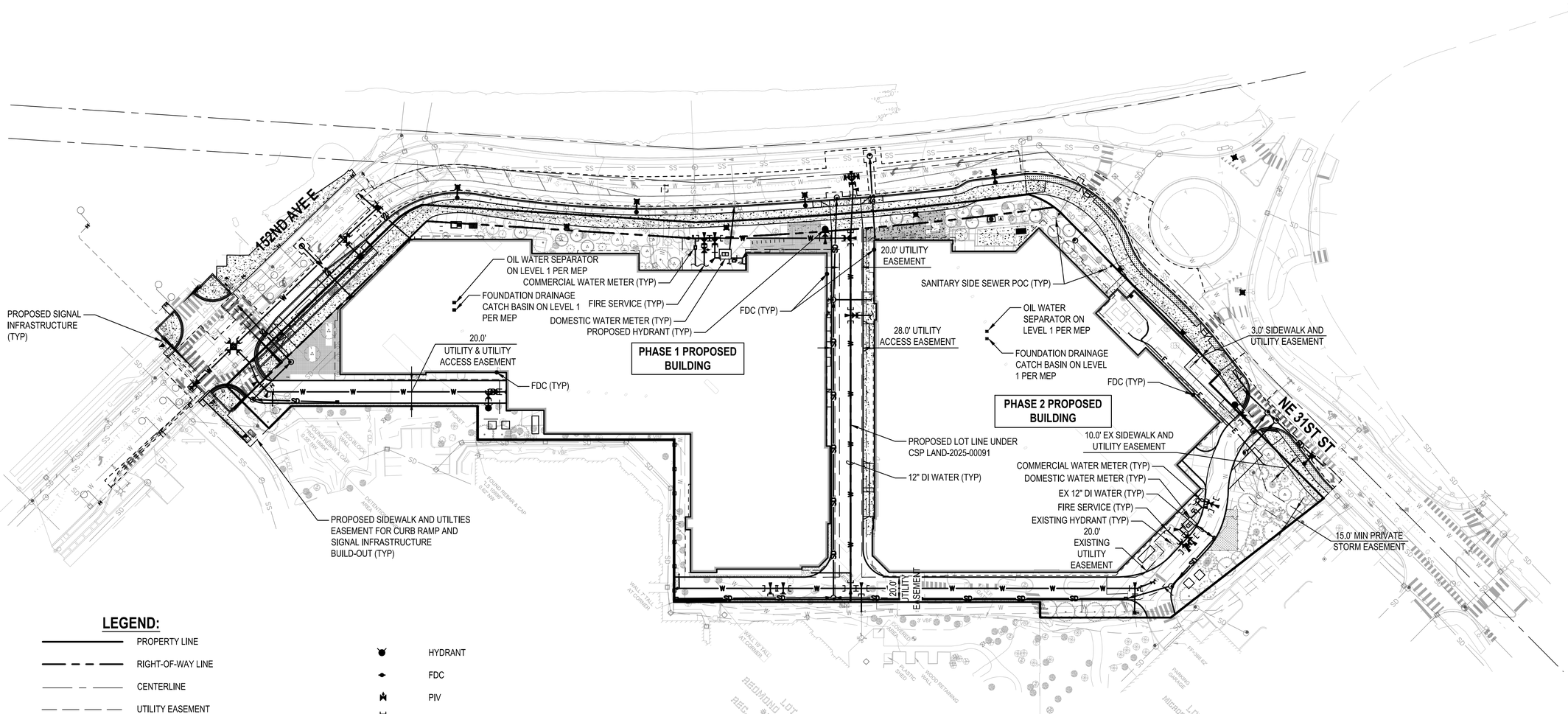
REDMOND BUILDING 22 MASTER PLAN DEVELOPMENT
3050 152ND AVE NE, REDMOND, WA 98052

TYPICAL SECTIONS

SHEET **C3.11**

Dec 08, 2025 - 2:22pm DylanF Z:\2400001-2409999\2400818 Building 22\C400\Design\00 - MPD\822 C3.00 TRANSPO DW.dwg

NE 1/4 SW 1/4, SEC. 23, TWP. 25N, RGE. 5E, W.M.



LEGEND:

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- UTILITY EASEMENT
- ROOF OVERHANG
- BUILDING OUTLINE (AT GRADE)
- BUILDING OUTLINE (BELOW GRADE)
- SS — SEWER LINE
- W — WATER LINE
- FS — FIRE SERVICE LINE
- E — ELECTRICAL LINE
- G — GAS LINE
- ELECTRICAL DUCT BANK
- CLEANOUT
- SSMH
- HYDRANT
- FDC
- PIV
- WATER FITTINGS
- WATER METER
- 810 LA VAULT
- GREASE INTERCEPTOR
- GAS METER

NOTES:

1. THE DEVELOPER SHALL RETURN THE EXISTING WATER METERS TO THE COR. ALL EXISTING WATER METERS SERVING THIS SITE TO BE RETIRED AND REMOVED UNLESS OTHERWISE NOTED.
2. THE DEVELOPER SHALL REMOVE ALL EXISTING WATER MAINS AND FIRE HYDRANTS WITHIN THE DEVELOPMENT AND RELINQUISH THE EXISTING WATER MAIN AND FIRE HYDRANT EASEMENTS UNLESS OTHERWISE NOTED.

(3) RETIRE EXISTING HYDRANT SERVICE. CONTRACTOR SHALL COORDINATE WITH COR INSPECTOR FOR ALL ABANDONING, CAPPING, AND REMOVAL OF COR'S WATER SERVICE AS INDICATED.

0 25' 50' 100'
1 inch = 50 feet

NO.	DATE	BY	CHD.	APPR.	REVISION
6	12/05/2025	DJF	MDR	JSF	CYCLE #4 MPD PERMIT CORRECTIONS
5	11/13/2025	DJF	MDR	JSF	CYCLE #3 MPD PERMIT CORRECTIONS
3	09/29/2025	DJF	MDR	JSF	CYCLE #2 MPD PERMIT CORRECTIONS
2	07/25/2025	DJF	MDR	JSF	CYCLE #1 MPD PERMIT CORRECTIONS
1	02/24/2025	DJF	MDR	JSF	MPD SUBMITTAL

DRAWN BY | DESIGNED BY
CHECKED BY | APPROVED BY
DATE
JOB No. :

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

SCALE:

kpff
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

JEREMY S. FREUS — STATE OF WASHINGTON — 39847 — REGISTERED PROFESSIONAL ENGINEER
12/05/2025

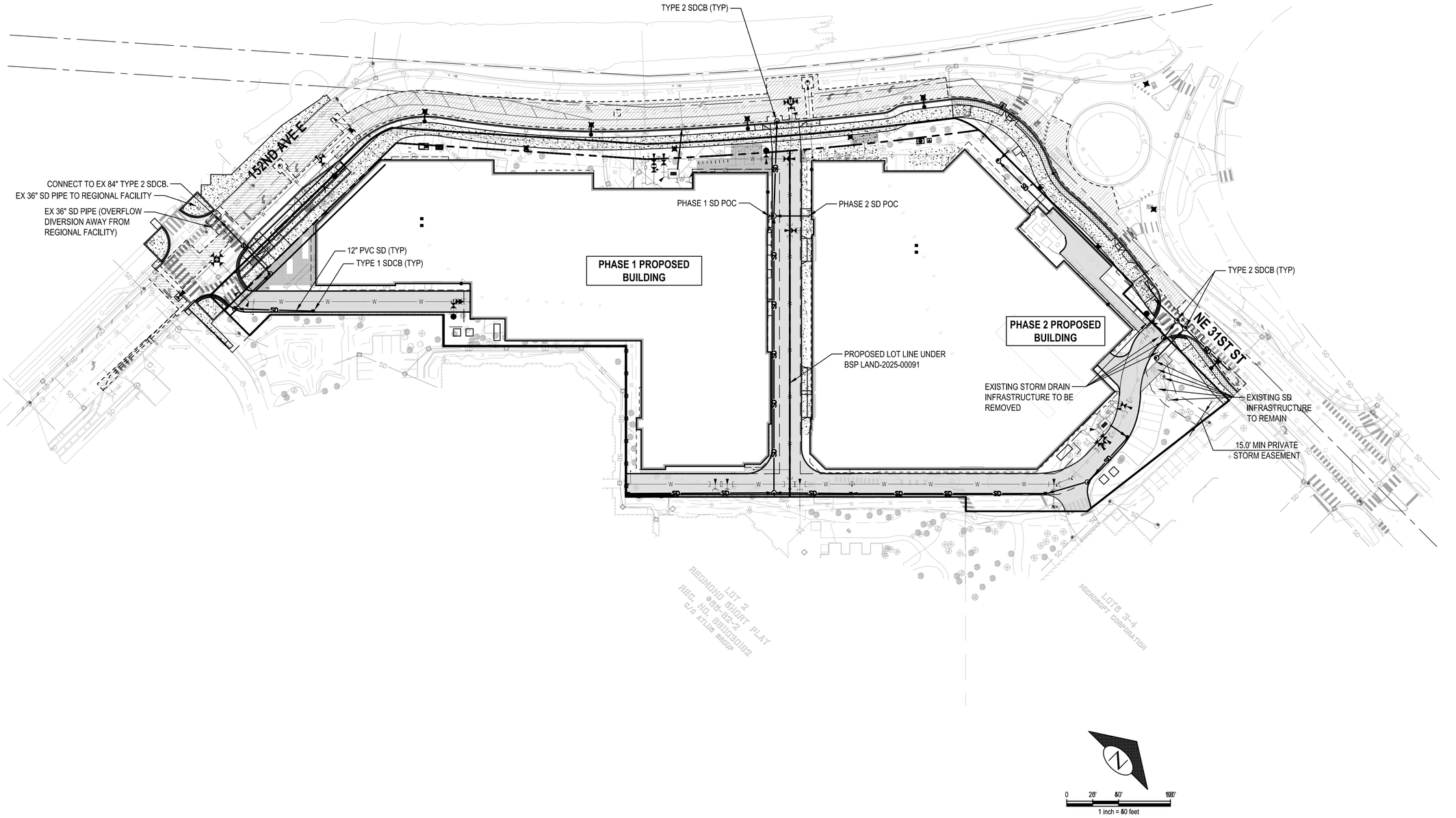
REDMOND BUILDING 22 MASTER PLAN DEVELOPMENT
3050 152ND AVE NE, REDMOND, WA 98052

COMPOSITE UTILITY PLAN

SHEET
C4.00

Dec 05, 2025 - 4:13pm Dylanf Z:\240001-240999\240818 Building 22\CAD\Design\00 - MPD\B22 C4.00 UT OV.dwg

NE 1/4 SW 1/4, SEC. 23, TWP. 25N, RGE. 5E, W.M.



NO.	DATE	BY	CHD.	APPR.	REVISION
6	12/05/2025	DJF	MDR	JSF	CYCLE #4 MPD PERMIT CORRECTIONS
5	11/13/2025	DJF	MDR	JSF	CYCLE #3 MPD PERMIT CORRECTIONS
3	09/29/2025	DJF	MDR	JSF	CYCLE #2 MPD PERMIT CORRECTIONS
2	07/25/2025	DJF	MDR	JSF	CYCLE #1 MPD PERMIT CORRECTIONS
1	02/24/2025	DJF	MDR	JSF	MPD SUBMITTAL

DRAWN BY | DESIGNED BY
CHECKED BY | APPROVED BY
DATE
JOB No.:

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

SCALE:

kpff
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

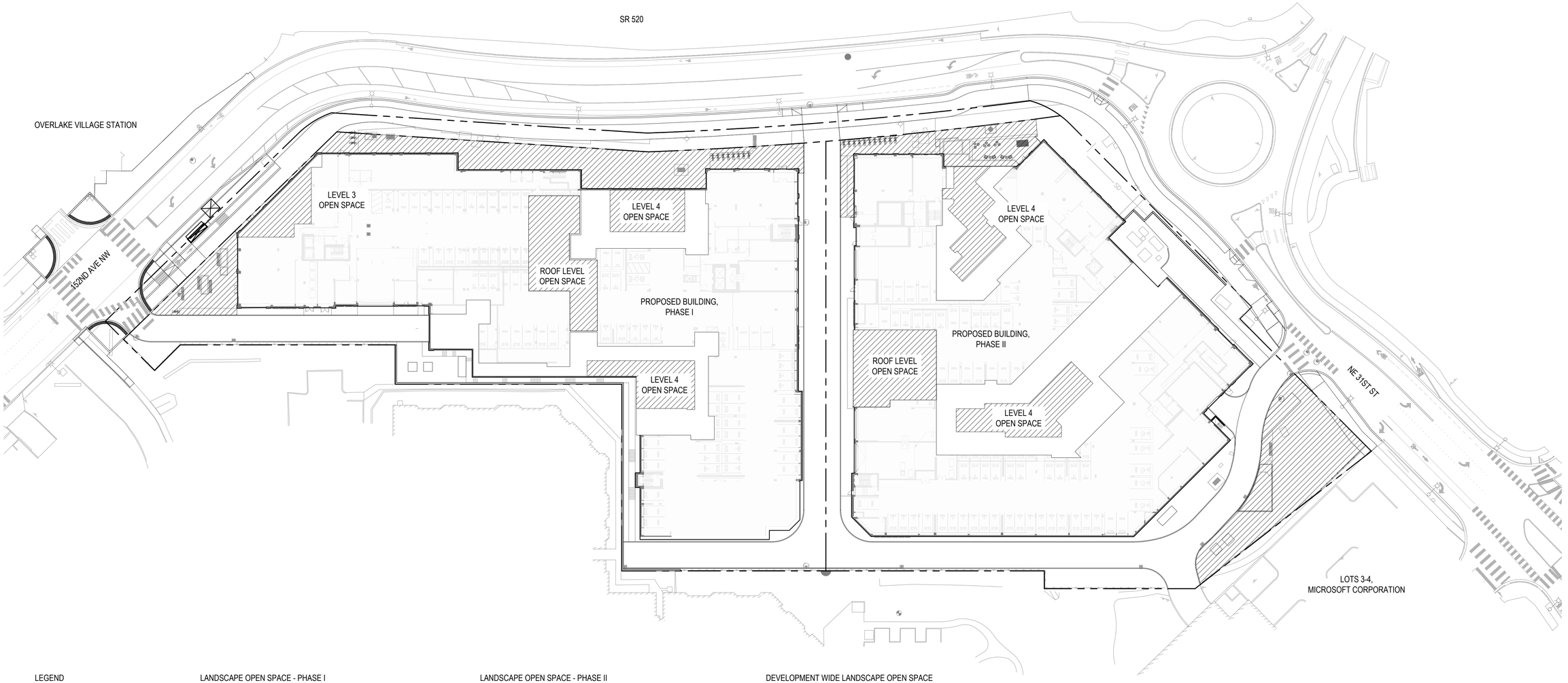
JEREMY S. FERRIS
STATE OF WASHINGTON
28847
REGISTERED
PROFESSIONAL ENGINEER
12/05/2025

REDMOND BUILDING 22 MASTER PLAN DEVELOPMENT
3050 152ND AVE NE, REDMOND, WA 98052

COMPOSITE STORM DRAINAGE PLAN

SHEET
C6.00

Dec 05, 2025 - 4:13pm DyfonF Z:\2400001-2409999\2400818 Building 22\CAD\Design\00 - MPD\822 C6.00 SD OV.dwg



LEGEND

OUTDOOR OPEN COMMON SPACE

LANDSCAPE OPEN SPACE - PHASE I

REQUIRED COMMON OPEN SPACE AREA (OUTDOOR + INDOOR) = 6.25% GROSS RESIDENTIAL FLOOR AREA

= 0.0625 X 341,709 = 21,356 SF REQUIRED

MIN. 65% OF TOTAL REQUIRED COMMON OPEN SPACE MUST BE OUTDOOR

MIN. REQUIRED OUTDOOR COMMON OPEN SPACE = 0.65 X 21,356 = 13,881 SF

PROPOSED OUTDOOR COMMON SPACE AT LEVEL 01 = 9,870 SF
PROPOSED OUTDOOR COMMON SPACE AT LEVEL 03 AND 04 = 5,612 SF
PROPOSED OUTDOOR COMMON SPACE AT ROOF LEVEL = 3,755 SF

PROPOSED OUTDOOR COMMON OPEN SPACE FOR PHASE I = 19,237 SF

MAX. 35% OF REQUIRED COMMON OPEN SPACE CAN BE INDOOR AMENITY SPACE

MAX. PROPOSED INDOOR AMENITY SPACE FOR CALCULATION = 0.35 X 21,356 = 7,474 SF
PROPOSED INDOOR AMENITY SPACE = 18,201 SF

TOTAL PROPOSED COMMON OPEN SPACE = PROPOSED OUTDOOR COMMON OPEN SPACE + INDOOR AMENITY SPACE

= 19,237 SF + 7,474 SF = 26,711 SF

PROPOSED COMMON OPEN SPACE PER UNIT = 26,304 SF / 365 = 73 SF PER UNIT

LANDSCAPE OPEN SPACE - PHASE II

REQUIRED COMMON OPEN SPACE AREA (OUTDOOR + INDOOR) = 6.25% GROSS RESIDENTIAL FLOOR AREA

= 0.0625 X 349,222 = 21,826 SF REQUIRED

MIN. 65% OF TOTAL REQUIRED COMMON OPEN SPACE MUST BE OUTDOOR

MIN. REQUIRED OUTDOOR COMMON OPEN SPACE = 0.65 X 21,826 = 14,187 SF

PROPOSED OUTDOOR COMMON SPACE AT LEVEL 01 = 9,937 SF
PROPOSED OUTDOOR COMMON SPACE AT LEVEL 04 = 4,938 SF
PROPOSED OUTDOOR COMMON SPACE AT ROOF LEVEL TERRACE = 3,626 SF

TOTAL PROPOSED OUTDOOR COMMON OPEN SPACE FOR PHASE II = 18,501 SF

MAX. 35% OF REQUIRED COMMON OPEN SPACE CAN BE INDOOR AMENITY SPACE

MAX. PROPOSED INDOOR AMENITY SPACE FOR CALCULATIONS = 0.35 X 21,826 = 7,639 SF
PROPOSED INDOOR AMENITY SPACE = 15,087 SF

TOTAL PROPOSED COMMON OPEN SPACE = PROPOSED OUTDOOR COMMON OPEN SPACE + INDOOR AMENITY SPACE

= 18,501 SF + 7,639 SF = 26,140 SF

PROPOSED COMMON OPEN SPACE PER UNIT = 26,247 SF / 364 = 72 SF PER UNIT

DEVELOPMENT WIDE LANDSCAPE OPEN SPACE

PER 21.36.400 / F RESIDENTIAL COMMON OPEN SPACE DESIGN STANDARDS

DEVELOPMENT-WIDE OPEN SPACE WILL BE DESIGNED TO ACHIEVE THE FOLLOWING DESIGN REQUIREMENTS

1. **PROVIDE VISUAL RELIEF FROM THE MASSING OF DEVELOPMENT**
   SITE PERIMETER LANDSCAPE WILL BE DEVELOPED WITH A THREE-TIER VEGETATION STRATEGY USING A MIXTURE OF TREES, SHRUBS, AND GROUNDCOVER TO BOTH GROUND THE BUILDING TO ITS CONTEXT AND PROVIDE VISUAL INTEREST FROM OUTSIDE AND WITHIN THE PROJECT SITE.

2. **SERVE THE RECREATIONAL NEEDS OF RESIDENTS OF THE DEVELOPMENT.**
   THE DISTRIBUTION OF OPEN SPACE THROUGHOUT THE SITE AND ACROSS DIFFERENT BUILDING LEVELS OFFERS A VARIETY OF OPPORTUNITIES FOR USERS TO ACCESS OUTDOOR AMENITIES THAT SUPPORT BOTH SOCIAL AND PASSIVE PROGRAMS.

3. **PROVIDE OPEN SPACE THAT IS CENTRALLY LOCATED AND ADJACENT TO A MAJORITY OF THE RESIDENCES.**
   FOR EASY ACCESSIBILITY TO ALL USERS THE PROPOSED OPEN SPACE EXTENDS ALONG THE GROUND LEVEL BUILDING PERIMETER AND AT MULTIPLE COURTYARDS ON THE FOURTH AND ROOF BUILDING LEVELS.

4. **CREATE A PARK THAT IS OPEN AND ACCESSIBLE FOR USE BY THE SURROUNDING NEIGHBORHOOD.**
   SOCIAL GATHERING SPACES ARE PROPOSED THROUGHOUT THE SITE OPEN SPACE AT THE GROUND LEVEL ADJACENT THE RIGHT-OF-WAY. THESE SPACES WILL PROVIDE FIXED SEATING OPPORTUNITIES, TRANSIT SCHEDULE INFORMATION DUE TO THERE PROXIMITY TO LIGHT RAIL AND BUS STOPS, AND ACCESS TO PROPOSED RETAIL WITHIN THE PROJECT BUILDINGS.

5. **PROVIDE HABITAT FOR WILDLIFE.**
   THE LANDSCAPE UTILIZES LARGE PLANTING AREAS THROUGHOUT THE SITE AND USES NATIVE AND ADAPTIVE PLANT SPECIES TO PROMOTE LOCAL ECOLOGICAL FUNCTION. THE PLANTING DESIGN WILL AVOID USING MASS SINGLE SPECIES LAYOUTS TO ENCOURAGE VARIOUS TYPES OF HABITAT CONDITIONS SIMILAR TO A NATURAL SETTING.

N

01 LANDSCAPE OPEN SPACE PLAN

0 40 80 120 feet

SCALE: 1" = 40'

NO.	DATE	BY	CHD.	APPR.	REVISION
4	11/13/2025				CYCLE #3 MPD PERMIT CORRECTIONS
3	9/29/2025				CYCLE #2 MPD PERMIT CORRECTIONS
2	7/25/2025				CYCLE #1 MPD PERMIT CORRECTIONS
1	2/24/2025				MPD SUBMITTAL

DRAWN BY | DESIGNED BY
CHECKED BY | APPROVED BY
DATE
JOB No. :

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

SCALE:

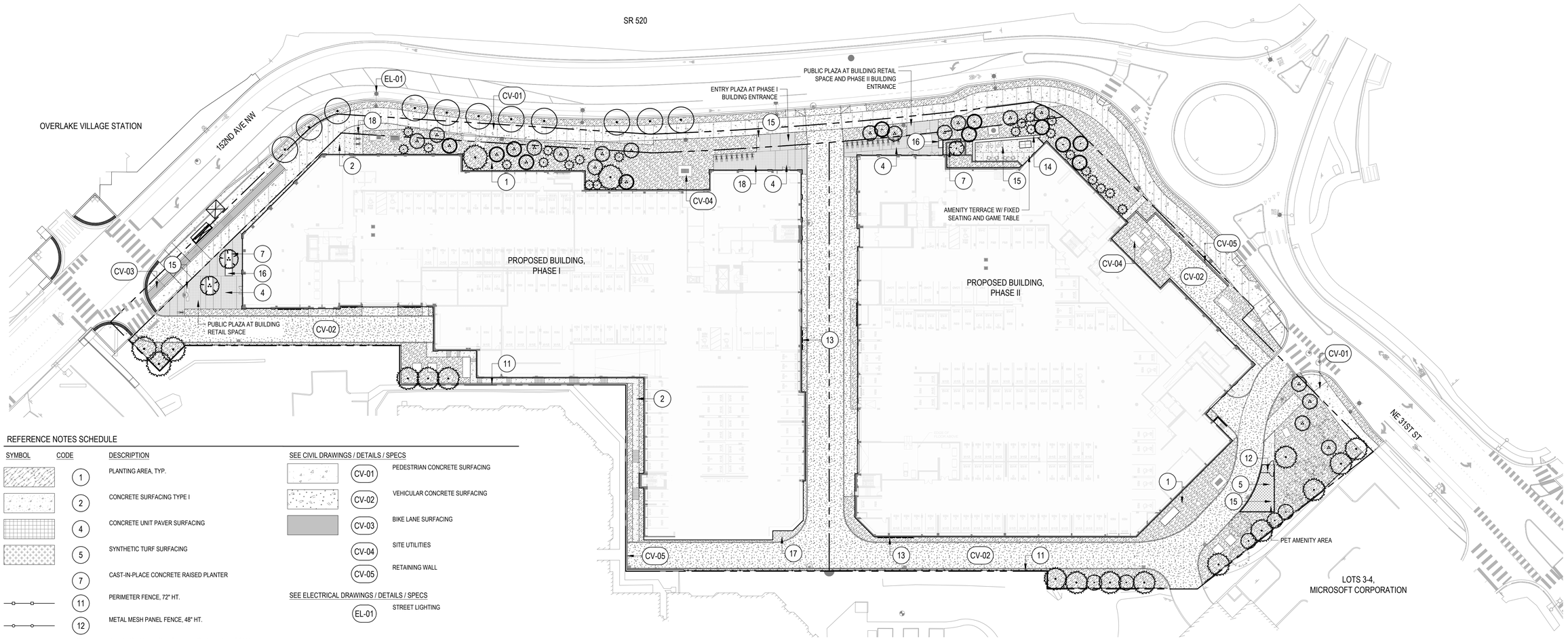
SHAPIRO DIDWAY
1204 SE Water Ave
Portland, Oregon 97214
+1 503 232 0520
www.shapirodidway.com

STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT
BLAIR L. DIDWAY
CERTIFICATE NO. 1450

R22 - MPD
3050 152ND AVE NE, REDMOND, WA 98052

LANDSCAPE OPEN SPACE PLAN

SHEET
L101



REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION
	1	PLANTING AREA, TYP.
	2	CONCRETE SURFACING TYPE I
	4	CONCRETE UNIT PAVER SURFACING
	5	SYNTHETIC TURF SURFACING
	7	CAST-IN-PLACE CONCRETE RAISED PLANTER
	11	PERIMETER FENCE, 72" HT.
	12	METAL MESH PANEL FENCE, 48" HT.
	13	BUILDING MOUNTED VEGETATED CABLE TRELLIS SYSTEM
	14	BUILT-IN-BENCH SEATING
	15	FIXED SITE FURNISHINGS
	16	PLAZA WATER FEATURE
	17	MAINTENANCE AGGREGATE STRIP
	18	BICYCLE RACKS

SEE CIVIL DRAWINGS / DETAILS / SPECS

CV-01	PEDESTRIAN CONCRETE SURFACING
CV-02	VEHICULAR CONCRETE SURFACING
CV-03	BIKE LANE SURFACING
CV-04	SITE UTILITIES
CV-05	RETAINING WALL

SEE ELECTRICAL DRAWINGS / DETAILS / SPECS

EL-01	STREET LIGHTING

TREE SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME
TREES	
	ACER TRIFLORUM / THREE FLOWERED MAPLE
	AMELANCHIER ALNIFOLIA / SERVICEBERRY
	CALLITROPSIS NOOTKATENSIS 'GREEN ARROW' / GREEN ARROW NOOTKA CYPRESS
	CALLITROPSIS NOOTKATENSIS 'GREEN ARROW' / GREEN ARROW NOOTKA CYPRESS
	POPULUS TREMULOIDES / QUAKING ASPEN
	QUERCUS FRAINETTO 'FOREST GREEN' / FOREST GREEN OAK
	STEWARTIA MONADELPHA / TALL STEWARTIA
	THUJA PLICATA / WESTERN RED CEDAR

EXISTING TREE LEGEND

TREE TO BE RETAINED

N

01 LANDSCAPE PLAN

0 40 80 120 feet

SCALE: 1" = 40'

NO.	DATE	BY	CHD.	APPR.	REVISION
4	11/13/2025				CYCLE #3 MPD PERMIT CORRECTIONS
3	9/29/2025				CYCLE #2 MPD PERMIT CORRECTIONS
2	7/25/2025				CYCLE #1 MPD PERMIT CORRECTIONS
1	2/24/2025				MPD SUBMITTAL

DRAWN BY | DESIGNED BY

CHECKED BY | APPROVED BY

DATE

JOB No. :

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

SCALE:

SHAPIRO DIDWAY
1204 SE Water Ave
Portland, Oregon 97214
+1 503 232 0520
www.shapirodidway.com

STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT
BLAIR L. DIDWAY
CERTIFICATE NO. 1640

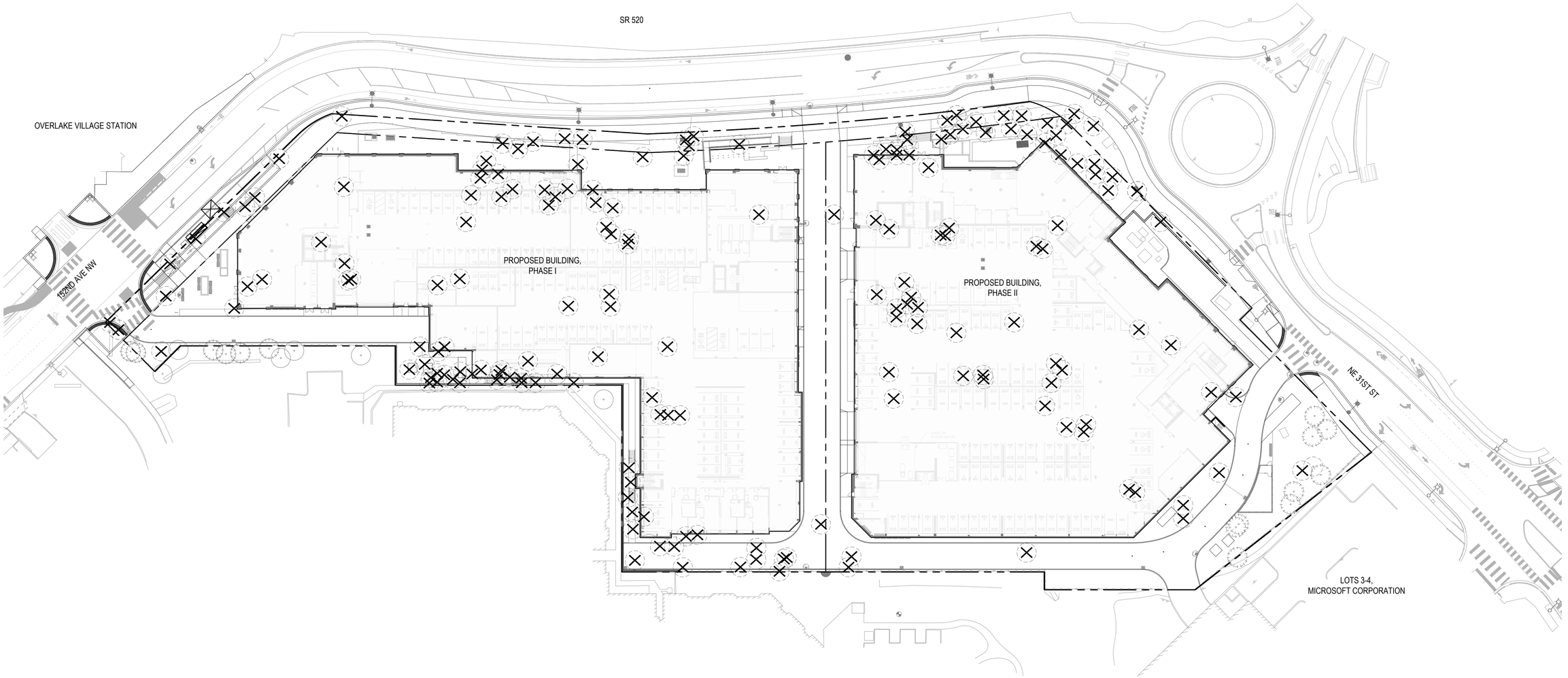
R22 - MPD

3050 152ND AVE NE, REDMOND, WA 98052

LANDSCAPE PLAN

SHEET

L201



EXISTING TREE LEGEND

- EVERGREEN TREE TO BE RETAINED
- DECIDUOUS TREE TO BE RETAINED
- TREE TO BE REMOVED
- OFF-SITE EVERGREEN TREE
- OFF-SITE DECIDUOUS TREE

PHASE I EXISTING TREE REMOVAL AND MITIGATION CALCULATIONS

	TOTAL PRESENT	TOTAL RETAINED	TOTAL REMOVED	MITIGATION REQUIRED
SIGNIFICANT TREES (6-30" DBH) ON SITE	85	0	85	YES
LANDMARK TREES (>30" DBH) ON SITE	14	0	14	YES
DEAD TREES ON SITE	7	0	7	NO
OFF-SITE TREES	13	13	0	NO

EXISTING SIGNIFICANT TREES RETENTION:

35% OF EXISTING SIGNIFICANT TREES ON SITE ARE NOT RETAINED. REFERENCE SHEET G1.00-1 FOR ADMINISTRATIVE DESIGN FLEXIBILITY REQUEST.

TREE MITIGATION REQUIREMENT CALCULATIONS:

NO. OF MITIGATION TREES REQUIRED IN PHASE I = [85X1] + [14X3] = 85 + 42 = 127 MITIGATION TREES REQUIRED

PHASE II EXISTING TREE REMOVAL AND MITIGATION CALCULATIONS

	TOTAL PRESENT	TOTAL RETAINED	TOTAL REMOVED	MITIGATION REQUIRED
SIGNIFICANT TREES (6-30" DBH) ON SITE	72	8	64	YES
LANDMARK TREES (>30" DBH) ON SITE	12	2	10	YES
DEAD TREES ON SITE	2	0	2	NO
OFF-SITE TREES	NONE SHOWN	NA	0	NO

EXISTING SIGNIFICANT TREES RETENTION:

35% OF EXISTING SIGNIFICANT TREES ON SITE ARE NOT RETAINED. REFERENCE SHEET G1.00-2 FOR ADMINISTRATIVE DESIGN FLEXIBILITY REQUEST.

TREE MITIGATION REQUIREMENT CALCULATIONS:

NO. OF MITIGATION TREES REQUIRED IN PHASE II = [64X1] + [10X3] = 64 + 30 = 94 MITIGATION TREES REQUIRED

TREE PROTECTION NOTES

A. PROTECT ALL TREES INDICATED TO REMAIN, INCLUDING BARK AND ROOT ZONES.
B. FENCING SHALL BE INSTALLED PER THE EXISTING TREE PRESERVATION AND REMOVAL PLAN. FINAL LAYOUT SHALL BE REVIEWED AND APPROVED BY THE PROJECT ARBORIST AND/OR LANDSCAPE ARCHITECT.
C. ALL WORK WITHIN THE TREE PROTECTION ZONE SHALL BE PERFORMED WITH HANDHELD TOOLS OR AIR SPADE.
D. EXCAVATION WITHIN THE TREE PROTECTION ZONE SHALL BE PERFORMED WITH HANDHELD TOOLS OR AIR SPADE. EXCAVATE THE MINIMUM AMOUNT NECESSARY TO ACCOMPLISH PURPOSE FOR EXCAVATION. ROOTS OVER 4" DIAMETER SHALL BE CUT BY THE PROJECT ARBORIST.
E. THE FOLLOWING IS PROHIBITED WITHIN THE ROOT PROTECTION ZONE OF EACH TREE OR OUTSIDE THE LIMITS OF THE DEVELOPMENT IMPACT AREA:
   - GROUND DISTURBANCE OR CONSTRUCTION ACTIVITY INCLUDING VEHICLE OR EQUIPMENT ACCESS (BUT EXCLUDING ACCESS ON EXISTING STREETS OR DRIVEWAYS)
   - STORAGE OF EQUIPMENT OR MATERIALS INCLUDING SOIL, TEMPORARY OR PERMANENT STOCKPILING, PROPOSED BUILDINGS, IMPERVIOUS SURFACES, UNDERGROUND UTILITIES, EXCAVATION OR FILL, TRENCHING OR OTHER WORK ACTIVITIES

E. PROTECTIVE FENCE SHALL BE INSTALLED BEFORE ANY GROUND DISTURBING ACTIVITIES INCLUDING CLEARING AND GRADING, OR CONSTRUCTION STARTS; AND SHALL REMAIN IN PLACE UNTIL FINAL INSPECTION.
F. SIGNAGE DESIGNATING THE PROTECTION ZONE AND PENALTIES FOR VIOLATIONS SHALL BE SECURED IN A PROMINENT LOCATION ON EACH PROTECTION FENCE.
G. TREE PROTECTION ZONE SHALL REMAIN FREE OF ALL CHEMICALLY INJURIOUS MATERIALS AND LIQUIDS.

N

01 TREE PRESERVATION PLAN

0 40 80 120 feet

SCALE: 1" = 40'

NO.	DATE	BY	CHD.	APPR.	REVISION
4	11/13/2025				CYCLE #3 MPD PERMIT CORRECTIONS
3	9/29/2025				CYCLE #2 MPD PERMIT CORRECTIONS
2	7/25/2025				CYCLE #1 MPD PERMIT CORRECTIONS
1	2/24/2025				MPD SUBMITTAL

DRAWN BY | DESIGNED BY
CHECKED BY | APPROVED BY
DATE
JOB No. :
SCALE:

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

SHAPIRO DIDWAY
1204 SE Water Ave
Portland, Oregon 97214
+1 503 232 0520
www.shapirodidway.com

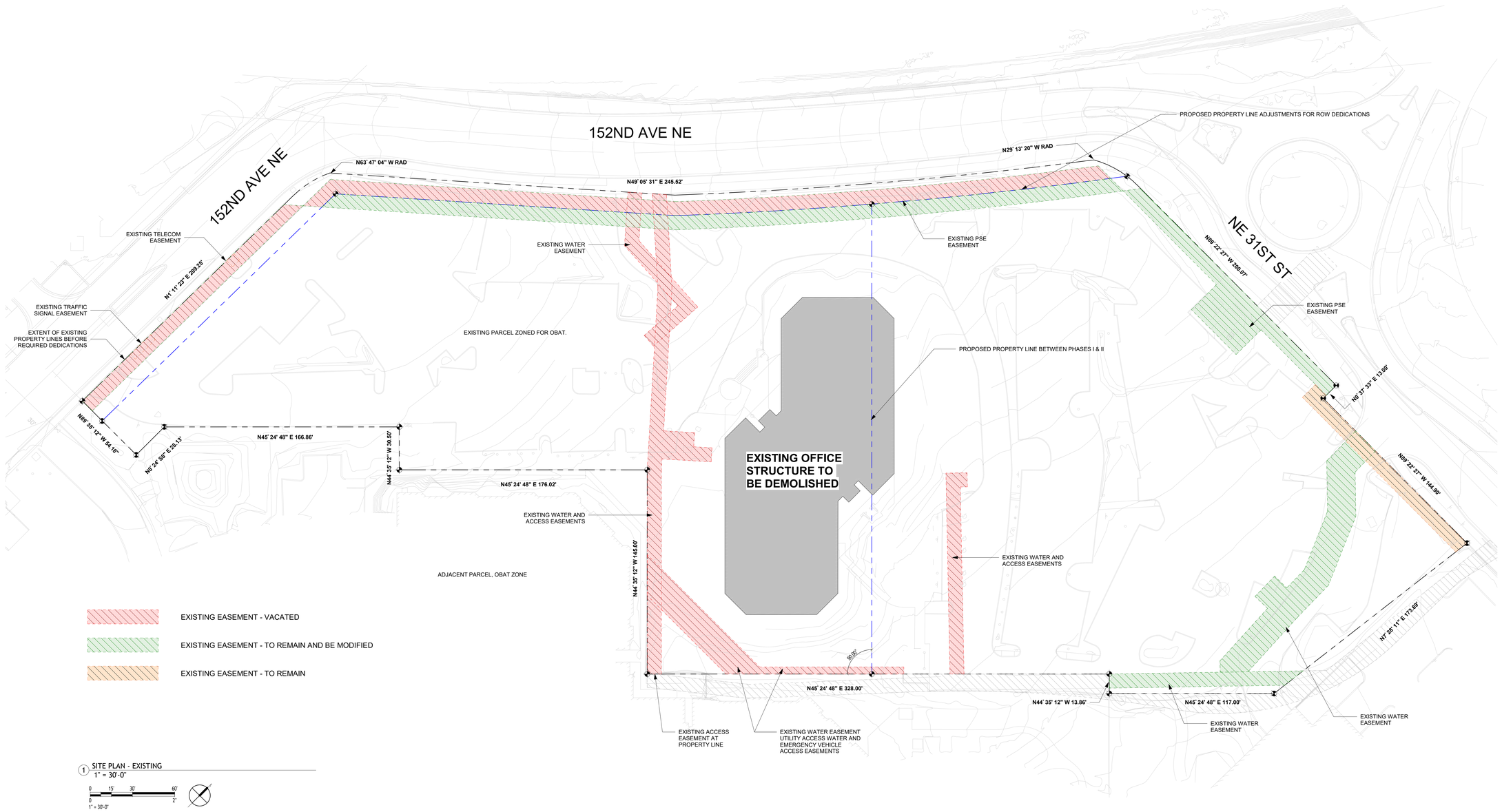
STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT BLAIR L. DIDWAY CERTIFICATE NO. 1662

R22 - MPD
3050 152ND AVE NE, REDMOND, WA 98052

TREE PRESERVATION PLAN

SHEET
L301

ALL RIGHTS RESERVED. REPRODUCTION OR TRANSLATION OF ANY PART OF THIS WORK WITHOUT WRITTEN PERMISSION OF AMERICAN CAPITAL GROUP IS UNLAWFUL AND SUBJECT TO CRIMINAL PROSECUTION



1 SITE PLAN - EXISTING
1" = 30'-0"

0 15' 30' 60'
0 1" = 30'-0" 2"

ACG Design
A division of **American Capital Group**
15 Lake Bellevue Drive, Suite 200
Bellevue, Washington 98005

COPYRIGHT © 2024. ALL RIGHTS RESERVED

23003881
REGISTERED ARCHITECT
ANNA GALLOWAY
STATE OF WASHINGTON

ISSUED SETS

NO	DATE	DESCRIPTION
1	02/24/2025	SPE SUBMITTAL
2	07/25/2025	CYCLE #1 SPE PERMIT CORRECTIONS
3	09/29/2025	CYCLE #2 SPE PERMIT CORRECTIONS
4	11/13/2025	CYCLE #3 SPE PERMIT CORRECTIONS

SUBMITTAL REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
R22 - MPD
3050 152nd AVE NE, REDMOND, WA 98052

DRAWN BY JM
CHECKED BY AG

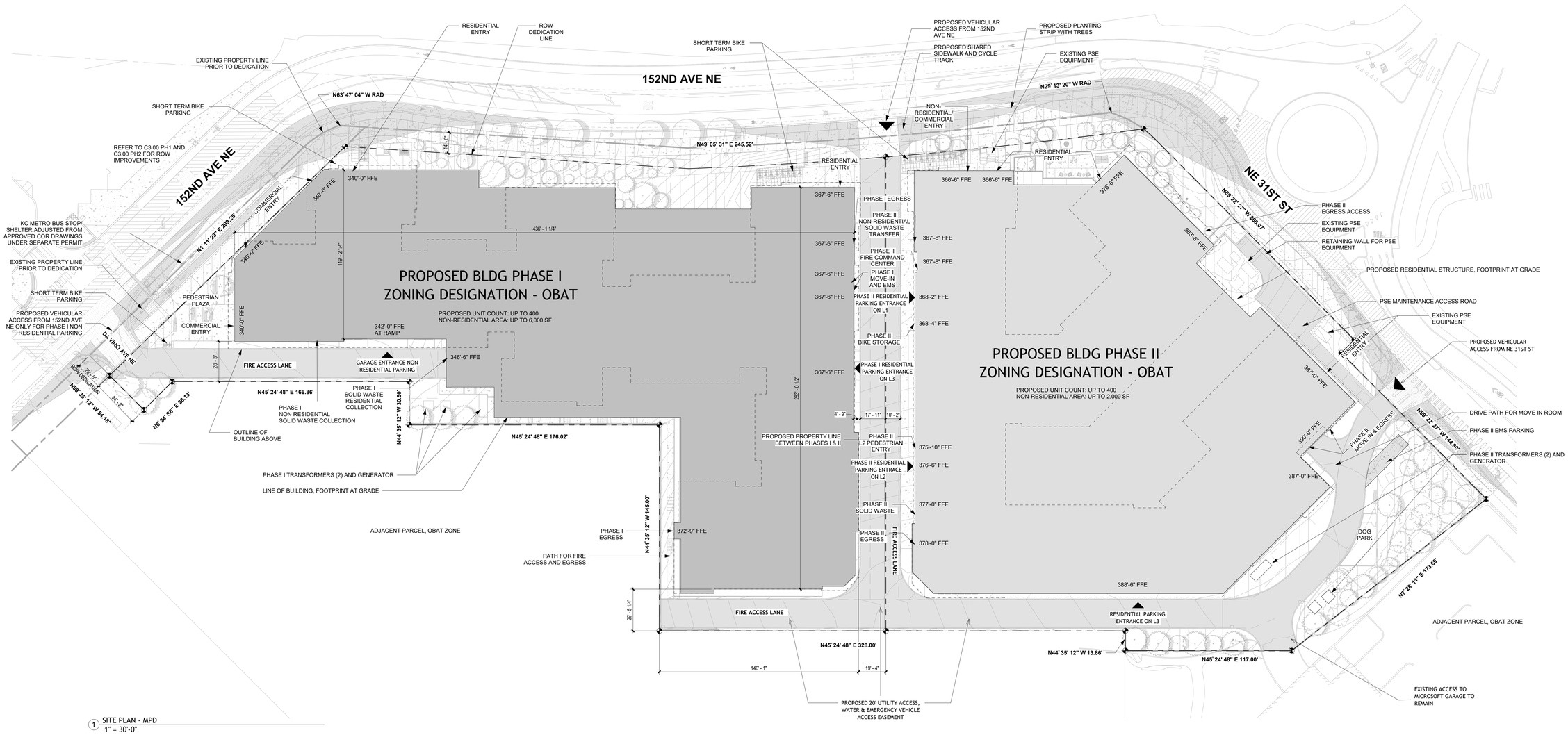
DRAWING SET DATE
11/13/2025

DRAWING SET TITLE
MASTER PLANNED DEVLOPMENT

TITLE
SITE PLAN - EXISTING

A0.01

ALL RIGHTS RESERVED. REPRODUCTION OR TRANSLATION OF ANY PART OF THIS WORK WITHOUT WRITTEN PERMISSION OF AMERICAN CAPITAL GROUP IS UNLAWFUL AND SUBJECT TO CRIMINAL PROSECUTION



1 SITE PLAN - MPD
1" = 30'-0"

0 15' 30' 60'
0 2'
1" = 30'-0"

OC
PHASE II

ACG Design
A division of **American Capital Group**
15 Lake Bellevue Drive, Suite 200
Bellevue, Washington 98005

COPYRIGHT © 2024. ALL RIGHTS RESERVED

23003881
REGISTERED ARCHITECT
ANNA GALLOWAY
STATE OF WASHINGTON

ISSUED SETS

NO	DATE	DESCRIPTION
1	02/24/2025	MPD SUBMITTAL
2	07/25/2025	CYCLE #1 MPD PERMIT CORRECTIONS
3	09/29/2025	CYCLE #2 MPD PERMIT CORRECTIONS
4	11/13/2025	CYCLE #3 MPD PERMIT CORRECTIONS

SUBMITTAL REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
R22 - MPD
3050 152nd AVE NE, REDMOND, WA 98052

DRAWN BY JM
CHECKED BY AG

DRAWING SET DATE
11/13/2025

DRAWING SET TITLE
MASTER PLANNED DEVLOPMENT

TITLE
OVERALL SITE PLAN

A0.02

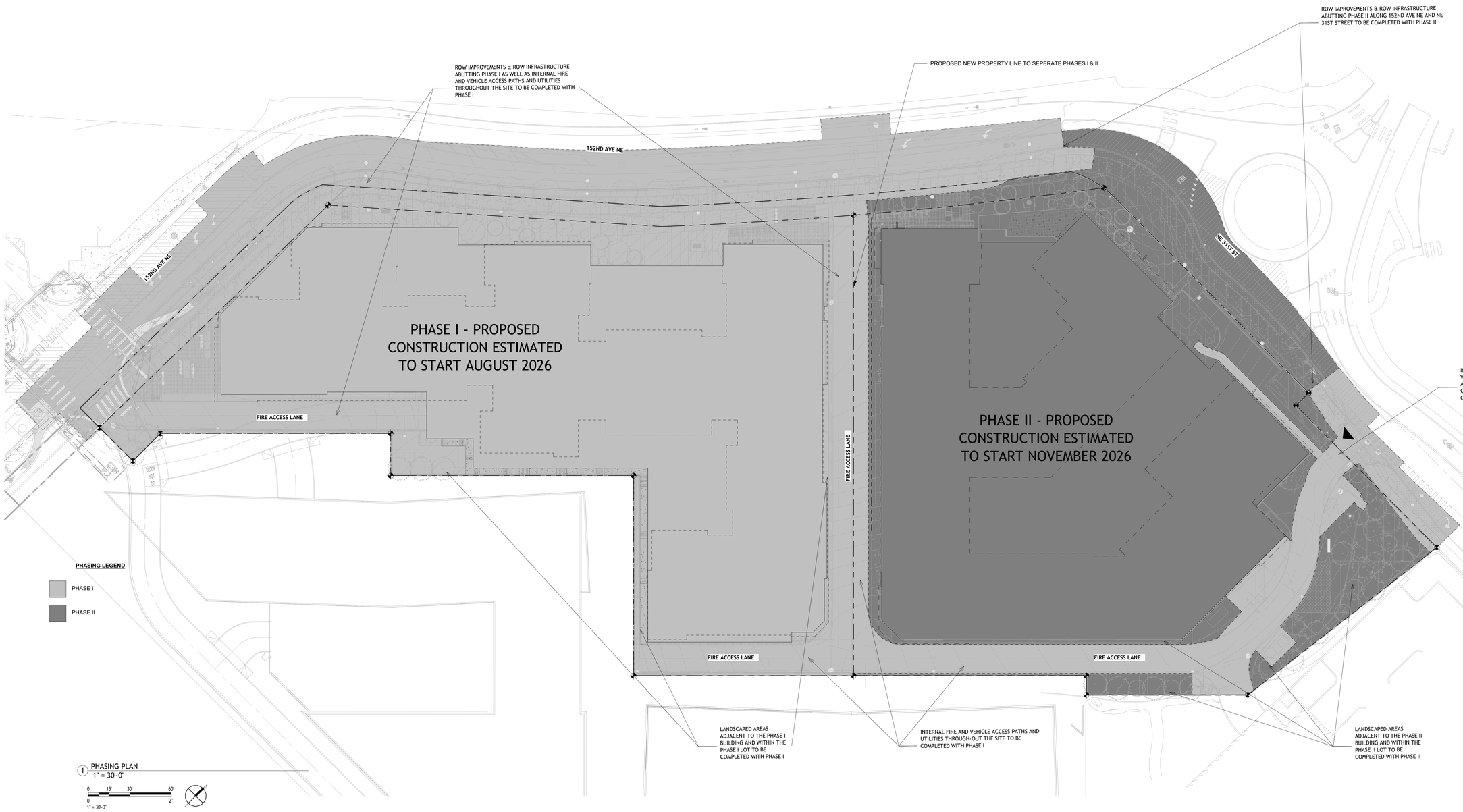
ALL RIGHTS RESERVED. REPRODUCTION OR TRANSLATION OF ANY PART OF THIS WORK WITHOUT WRITTEN PERMISSION OF AMERICAN CAPITAL GROUP IS UNLAWFUL AND SUBJECT TO CRIMINAL PROSECUTION

PHASING NARRATIVE:

PHASE I IS ESTIMATED TO BEGIN CONSTRUCTION IN AUGUST 2026, AND WILL INCLUDE THE CONSTRUCTION OF THE ROW IMPROVEMENTS AND ACCOMPANYING INFRASTRUCTURE ABUTTING THAT LOT ALONG 152ND AVE NE. PHASE I WILL ALSO INCLUDE THE PROPOSED INTERNAL FIRE AND VEHICLE ACCESS ROADS AND UTILITIES THROUGHOUT THE SITE, WHICH WILL BE COMPLETED BEFORE WOOD FRAMING STARTS ON PHASE I.

PHASE II IS ESTIMATED TO BEGIN CONSTRUCTION IN NOVEMBER 2026, AND WILL CONNECT TO THE INSTALLED ROW UTILITIES THAT WERE CONSTRUCTED WITH PHASE I. IT WILL ALSO INCLUDE THE CONSTRUCTION OF THE ROW IMPROVEMENTS AND ACCOMPANYING INFRASTRUCTURE ABUTTING THAT LOT ALONG 152ND AVE NE AND NE 31ST STREET.

AFFORDABLE HOUSING FOR EACH PHASE WILL BE CONSTRUCTED IN SEQUENCE WITH THE MARKET RATE HOUSING UNITS.



1 PHASING PLAN
1" = 30'-0"

0 15' 30' 60'
0 2"
1" = 30'-0"

ACG Design
A division of **American Capital Group**
15 Lake Bellevue Drive, Suite 200
Bellevue, Washington 98005

COPYRIGHT © 2024. ALL RIGHTS RESERVED

23003881 REGISTERED ARCHITECT
ANNA GALLOWAY
STATE OF WASHINGTON

ISSUED SETS

NO	DATE	DESCRIPTION
1	02/24/2025	SPE SUBMITTAL
2	07/25/2025	CYCLE #1 SPE PERMIT CORRECTIONS
3	09/29/2025	CYCLE #2 SPE PERMIT CORRECTIONS
4	11/13/2025	CYCLE #3 SPE PERMIT CORRECTIONS

SUBMITTAL REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
R22 - MPD

3050 152nd AVE NE,
REDMOND, WA 98052

DRAWN BY JM
CHECKED BY AG

DRAWING SET DATE
11/13/2025

DRAWING SET TITLE
MASTER PLANNED DEVLOPMENT

TITLE
PHASING PLAN

A0.03

SHEET PRINTED 11/13/2025 2:02:53 PM

Autodesk Docs://2402 Redmond 22/2402_R22 - SITE_2024.rvt

A PORTION OF THE NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.

LEGAL DESCRIPTION

PER ALTA COMMITMENT FOR TITLE INSURANCE FROM FIRST AMERICAN TITLE CO, OF WASHINGTON, COMMITMENT NUMBER WASHINGTON - 2021 V, 01.00 (07-01-2021), DATED JULY 15, 2024:

LOT 1, OF CITY OF REDMOND SHORT PLAT NO, SS-82-2R AS RECORDED NOVEMBER 3, 1988 UNDER KING COUNTY RECORDING NO, 8811030192, BEING A REVISION OF KING COUNTY SHORT PLAT NO, SS-82-2 AS RECORDED FEBRUARY 19, 1982 UNDER KING COUNTY RECORDING NO, 8202190622, IN KING COUNTY, WASHINGTON;

EXCEPTING THEREFROM THAT PORTION OF LOT 1 CONVEYED TO THE CITY OF REDMOND BY INSTRUMENT RECORDED FEBRUARY 24, 1983 UNDER RECORDING NO, 8302240792:

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND, A WASHINGTON MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR 152ND AVENUE N.E, BY DEED RECORDED JULY 31, 2008 UNDER RECORDING NO, 20080731001810;

ALSO EXCEPT THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND FOR NORTHEAST 131ST STREET BY DEED RECORDED JULY 02, 2019 UNDER RECORDING NO, 20190702001341.

BASIS OF BEARING

NAD 83/91 HOLDING CITY OF REDMOND HORIZONTAL CONTROL POINTS 3HS AND 3HSW.

SURVEY REFERENCES

R2 - RECORD OF SURVEY AFN 8308019003
SP - SHORT PLAT AFN 8841030192
RECORD OF SURVEY AFN 9012039008
R1 - RECORD OF SURVEY AFN 9111049013
R3 - RECORD OF SURVEY AFN 20070312900003
R - RECORD OF SURVEY AFN 20150330900017

HORIZONTAL DATUM

WASHINGTON STATE PLANE NORTH, NAD 83 (91-HARN)

VERTICAL DATUM

VERTICAL: NAVD 88 HOLDING CITY OF REDMOND VERTICAL CONTROL POINTS 9102 (ELEV = 380.02') AND 9101 (ELEV = 314.60')

SITE DATA

SITE ADDRESS:	3050 152ND AVE NE REDMOND, WA 98052
TAX PARCEL NUMBER:	0673100010
GROSS SITE AREA:	232,760 SF (5.34 ACRES)

PARKING SPACES

STANDARD:	303
HANDICAP:	8
TOTAL:	311

TITLE REPORT SPECIAL EXCEPTIONS

NOTE: SPECIAL EXCEPTIONS 1-13 & 38-42 ARE NOT SURVEY RELATED.

14. RESERVATIONS AND EXCEPTIONS, INCLUDING THE TERMS AND CONDITIONS THEREOF: (NOTHING TO SHOW ON MAP)
RESERVING: MINERALS
RESERVED BY: WEYERHAEUSER TIMBER COMPANY, A WASHINGTON CORPORATION
RECORDED: JANUARY 26, 1946
RECORDING INFORMATION: 3535512

DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED JULY 23, 1976 AS RECORDING NO. 7607230623 OF OFFICIAL RECORDS.

15. COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS: (NOTHING TO SHOW ON MAP) (THIS EXCEPTION DOES NOT AFFECT THE SUBJECT PROPERTY)
RECORDED: AUGUST 6, 1954
RECORDING NO.: 4472558

16. CONDEMNATION IN KING COUNTY SUPERIOR COURT BY THE STATE OF WASHINGTON, OF RIGHTS OF ACCESS TO STATE HIGHWAY AND OF LIGHT, VIEW AND AIR BY DECREE ENTERED APRIL 16, 1974, CAUSE NO, 737032. (NOTHING TO SHOW ON MAP)

17. RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY RECORDED APRIL 17, 1979 AS RECORDING NO, 7904179005, IN KING COUNTY, WASHINGTON. (NOTHING TO SHOW ON MAP)

18. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: FEBRUARY 01, 1982
RECORDING INFORMATION: 8202010477
IN FAVOR OF: PUGET SOUND POWER AND LIGHT COMPANY
FOR: UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM
AFFECTS: AS DESCRIBED THEREIN.

PARTIAL RELEASE OF SAID EASEMENT RECORDED JULY 15, 2019 UNDER RECORDING NO, 20190715000308.

19. RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SHORT PLAT NO, SS-82-2 RECORDED FEBRUARY 19, 1982 AS RECORDING NO, 8202190622, IN KING COUNTY, WASHINGTON, (THIS IS THE ORIGINAL SHORT PLAT WHICH WAS AMENDED BY SHORT PLAT AFN 8811030192)

RELEASE OF EASEMENTS ON SAID SHORT PLAT RECORDED JUNE 26, 1990 AND JUNE 28, 1990 UNDER RECORDING NOS, 9006261652 AND 9006281240.

20. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (THIS EASEMENT GRANTS A 15' WIDE EASEMENT TO PSPL, CENTERED ON FACILITIES AS CONSTRUCTED ACROSS THE NORTHWEST 30' OF THE PROPERTY, (SHOWN ON MAP)
RECORDING DATE: SEPTEMBER 01, 1982
RECORDING INFORMATION: 8209010367
IN FAVOR OF: PUGET SOUND POWER AND LIGHT COMPANY
FOR: UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM
AFFECTS: AS DESCRIBED THEREIN.

21. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "L.I.D. COVENANT" RECORDED SEPTEMBER 16, 1982 AS RECORDING NO, 8209160434 OF OFFICIAL RECORDS. (NOTHING TO SHOW)

TITLE REPORT SPECIAL EXCEPTIONS CONT.

22. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: JANUARY 30, 1984
RECORDING INFORMATION: 8401300621
IN FAVOR OF: CITY OF REDMOND
FOR: WATER LINE
AFFECTS: AS DESCRIBED THEREIN.

23. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP - SIDEWALK EASEMENT NO, 3 HAS NO DESCRIPTION BUT IS DEPICTED IN THE NORTHWEST CORNER OF THE SITE ON RECORD OF SURVEY AFN 9111049013)
RECORDING INFORMATION: OCTOBER 22, 1984 UNDER RECORDING NO, 8410220743
FOR: IMPROVED INGRESS AND EGRESS
AFFECTS: AS DESCRIBED THEREIN

24. RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SHORT PLAT NO, SS-82-2R RECORDED NOVEMBER 03, 1988 AS RECORDING NO, 8811030192, IN KING COUNTY, WASHINGTON. (SHOWN ON MAP)
SAID SHORT PLAT IS A REVISION OF KING COUNTY SHORT PLAT NO, SS-82-2 AS RECORDED FEBRUARY 19, 1982 UNDER KING COUNTY RECORDING NO, 8202190622.

25. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: JANUARY 24, 1989
RECORDING INFORMATION: 8901240348
IN FAVOR OF: CITY OF REDMOND
FOR: UNDERGROUND UTILITIES AND UNDERGROUND UTILITY PIPELINES
AFFECTS: AS DESCRIBED THEREIN.

26. CONDITIONS, NOTES, EASEMENTS, PROVISIONS AND/OR ENCROACHMENTS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY , RECORDED NOVEMBER 4, 1991 UNDER RECORDING NO, 9111049013 OF SURVEYS, IN KING COUNTY, WASHINGTON, (THIS IS AN ALTA OF THE SITE)

27. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "REIMBURSEMENT AGREEMENT FOR UTILITY" RECORDED JUNE 13, 1995 AS RECORDING NO, 9506130577 OF OFFICIAL RECORDS. (NOTHING TO SHOW ON MAP)

28. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: JULY 23, 1996
RECORDING INFORMATION: 9607231248
IN FAVOR OF: PUGET SOUND POWER & LIGHT COMPANY
FOR: UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM
AFFECTS: AS DESCRIBED THEREIN.

29. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "EASEMENTS FOR SERVICE LINES" RECORDED AUGUST 08, 1996 AS RECORDING NO, 9608080796 OF OFFICIAL RECORDS. (EXHIBIT R OF THIS DOCUMENT IS THE ONLY ONE AFFECTING THIS ITE - SHOWN ON MAP)

30. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT" RECORDED JULY 28, 2005 AS RECORDING NO, 20050728001876 OF OFFICIAL RECORDS. (NOTHIN TO SHOW ON MAP)

31. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: MAY 01, 2006
RECORDING INFORMATION: 20060501000329
IN FAVOR OF: CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS
FOR: UTILITIES AND UTILITY PIPELINES
AFFECTS: AS DESCRIBED THEREIN.

32. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "REIMBURSEMENT AGREEMENT FOR UTILITY IMPROVEMENTS" RECORDED OCTOBER 23, 2006 AS RECORDING NO, 20061023002427 OF OFFICIAL RECORDS. (NOTHING TO SHOW ON MAP)

33. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: OCTOBER 01, 2008
RECORDING INFORMATION: 2008101001756
IN FAVOR OF: CITY OF REDMOND
FOR: PUBLIC WATER PIPELINE AND PUBLIC FIRE HYDRANT FACILITIES, WITH ORDINARY AND NECESSARY APPURTENANCES
AFFECTS: AS DESCRIBED THEREIN.

34. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINARY AND NECESSARY APPURTENANCES IMPROVEMENTS" RECORDED DECEMBER 1, 2014 AS RECORDING NO, 20141201002334 OF OFFICIAL RECORDS. (NOTHING TO SHOW ON MAP)

35. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: MARCH 14, 2016
RECORDING INFORMATION: 20160314001598
IN FAVOR OF: FRONTIER COMMUNICATIONS NORTHWEST, INC.
FOR: COMMUNICATION SERVICES
AFFECTS: AS DESCRIBED THEREIN.

36. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: JULY 02, 2019
RECORDING INFORMATION: 20190702001342
IN FAVOR OF: CITY OF REDMOND
FOR: SIDEWALK AND UTILITIES
AFFECTS: AS DESCRIBED THEREIN.

37. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: JULY 01, 2020
RECORDING INFORMATION: 20200701002025
IN FAVOR OF: CITY OF REDMOND, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, ITS SUCCESSORS AND ASSIGNS
FOR: PUBLIC PEDESTRIAN TRAFFIC SIGNALIZATION FACILITY
AFFECTS: AS DESCRIBED THEREIN.

ZONING

ADDRESS:	3050 152ND AVE NE REDMOND, WA 98052
PARCEL NUMBER:	067310-0010
JURISDICTION:	CITY OF REDMOND
ZONING DESIGNATION:	OVERLAKE BUSINESS AND ADVANCED TECHNOLOGY (OBAT)
SETBACKS:	
SIDE/REAR:	0'
FRONT/SIDE FACADE ZONE:	0'-20'
BUILDING EDGE IN FACADE ZONE:	50%
MAXIMUM BUILDING HEIGHT:	14 STORIES OR 150', WHICHEVER IS LESS (W/O INCENTIVES), 300' (W/ INCENTIVES)
FLOOR AREA RATIO (FAR):	3 MAX (W/O INCENTIVES), NO MAX (W/ INCENTIVES)
PARKING REQUIREMENTS:	SEE RMC 21.40

SURVEY NOTES

EQUIPMENT: 3" OR LESS TOTAL STATION AND GNSS NETWORK ROVER
METHOD: FIELD TRAVERSE AND WASHINGTON STATE REFERENCE NETWORK GNSS

THE CLOSURES OF THE FIELD TRAVERSE CONDUCTED DURING THIS SURVEY MEET OR EXCEED THE MINIMUM CLOSURE STANDARDS STATED IN WAC 332-130-090,

THE TOPOGRAPHIC ELEMENTS AS SHOWN MEET OR EXCEED THOSE REQUIREMENTS STATED IN WAC 332-130-145,

ELEVATION CONTOURS ARE SHOWN AT 2' INTERVALS AND DERIVED FROM DIRECT FIELD OBSERVATIONS. ACCURACY IS PER NATIONAL MAPPING STANDARDS.

THE INFORMATION SHOWN ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY MADE ON THE INDICATED DATE AND CAN ONLY BE CONSIDERED AS THE GENERAL EXISTING CONDITION AT THAT TIME.

UTILITY NOTES

BASIS FOR UTILITY LINES SHOWN: FIELD OBSERVATIONS, AS-BUILT MAPS, & THIRD PARTY MARKUPS.

IN PROVIDING THIS SURVEY, NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING CONDITION OR CAPACITY OF ANY UTILITY EXISTING ON THIS SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED.

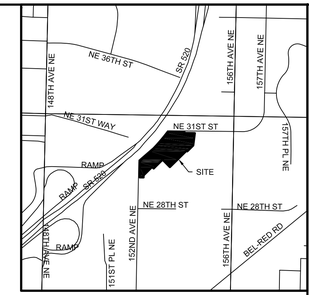
UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THE SITE, UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE TAKEN FROM A COMPILATION OF PUBLIC RECORDS AND VISIBLE FIELD EVIDENCE, WE ASSUME NO LIABILITY FOR THE ACCURACY OF THE PUBLIC RECORDS. UNDERGROUND UTILITY LOCATIONS ARE ONLY APPROXIMATE. UNDERGROUND CONNECTIONS ARE SHOWN AS STRAIGHT LINES BETWEEN VISIBLE SURFACE LOCATIONS BUT MAY CONTAIN BENDS OR CURVES NOT SHOWN. FIELD VERIFICATION IS NECESSARY PRIOR TO OR DURING ANY CONSTRUCTION.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

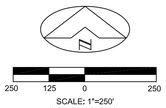
UTILITY MARKUP SERVICES PROVIDED BY APPLIED PROFESSIONAL SERVICES (APS).

CONTACT: DOMINICK GROVEN
425-888-2590
dominickg@apslocates.com

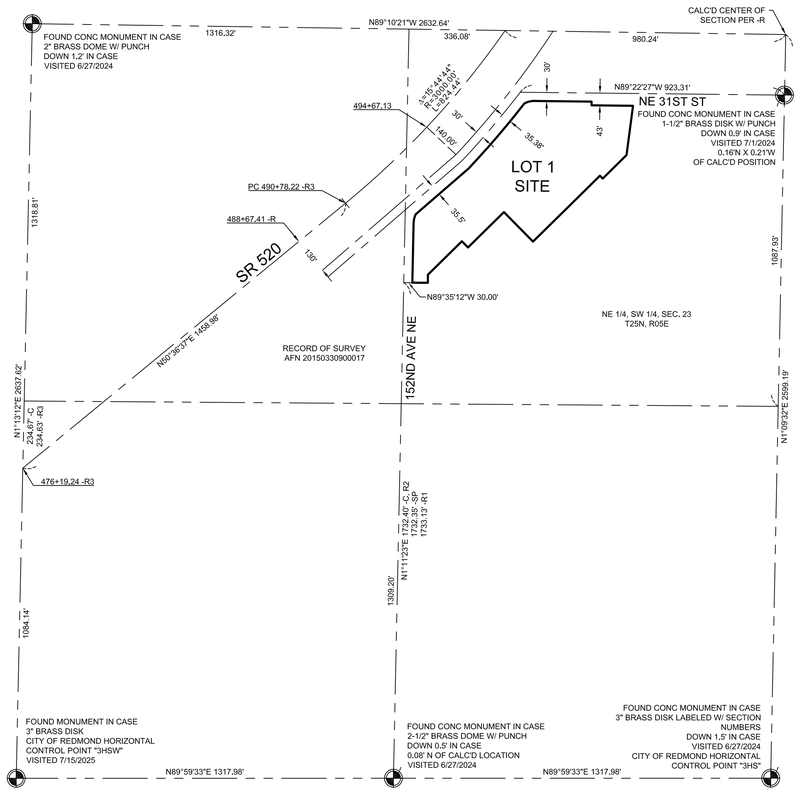
5/27/2025 - ADDITIONAL PSE VAULT AND TRANSFORMER INFORMATION INCLUDED IN DETAILS 1-7 ARE BASED SOLELY ON GROUND ELEVATIONS AND VISIBLE SURFACE VARIABLES, NO ATTEMPT WAS MADE TO MEASURE INTERNAL DIMENSIONS OF ANY VAULT OR TRANSFORMER.



VICINITY MAP
SCALE: 1" = 1,000'



SCALE: 1"=250'
SURVEY CONTROL



REVISIONS:
5/27/2025 - ADDED ADDITIONAL DETAILS FOR POWER VAULTS AND TRANSFORMERS
7/2/2025 - REVISED SURVEY CONTROL INFO TO REFLECT CITY OF REDMOND DATA. ADDED SHEETS 5 - 7 TO CLARIFY EASEMENT LOCATIONS & DIMENSIONS
8/27/2025 - REVISED SHEETS 5 - 7 TO CLARIFY EASEMENT NUMBERS

9/25/2025

I. SCHNEIDERS — LAND SURVEYOR — STATE OF WASHINGTON — 22441 — REGISTERED PROFESSIONAL

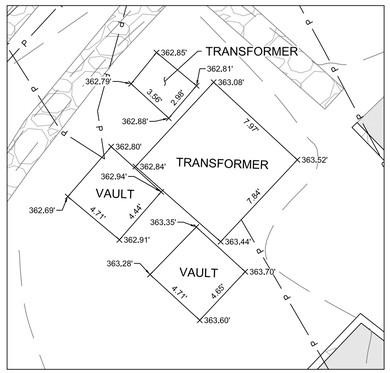
HARMSEN
LAND SURVEYING • CIVIL ENGINEERING • LAND USE PLANNING
sUAS AERIAL MAPPING • WETLAND SERVICES
2022 COLBY AVE, SUITE 300
EVERETT, WA 98201
(425) 252-1884
(360) 794-7811

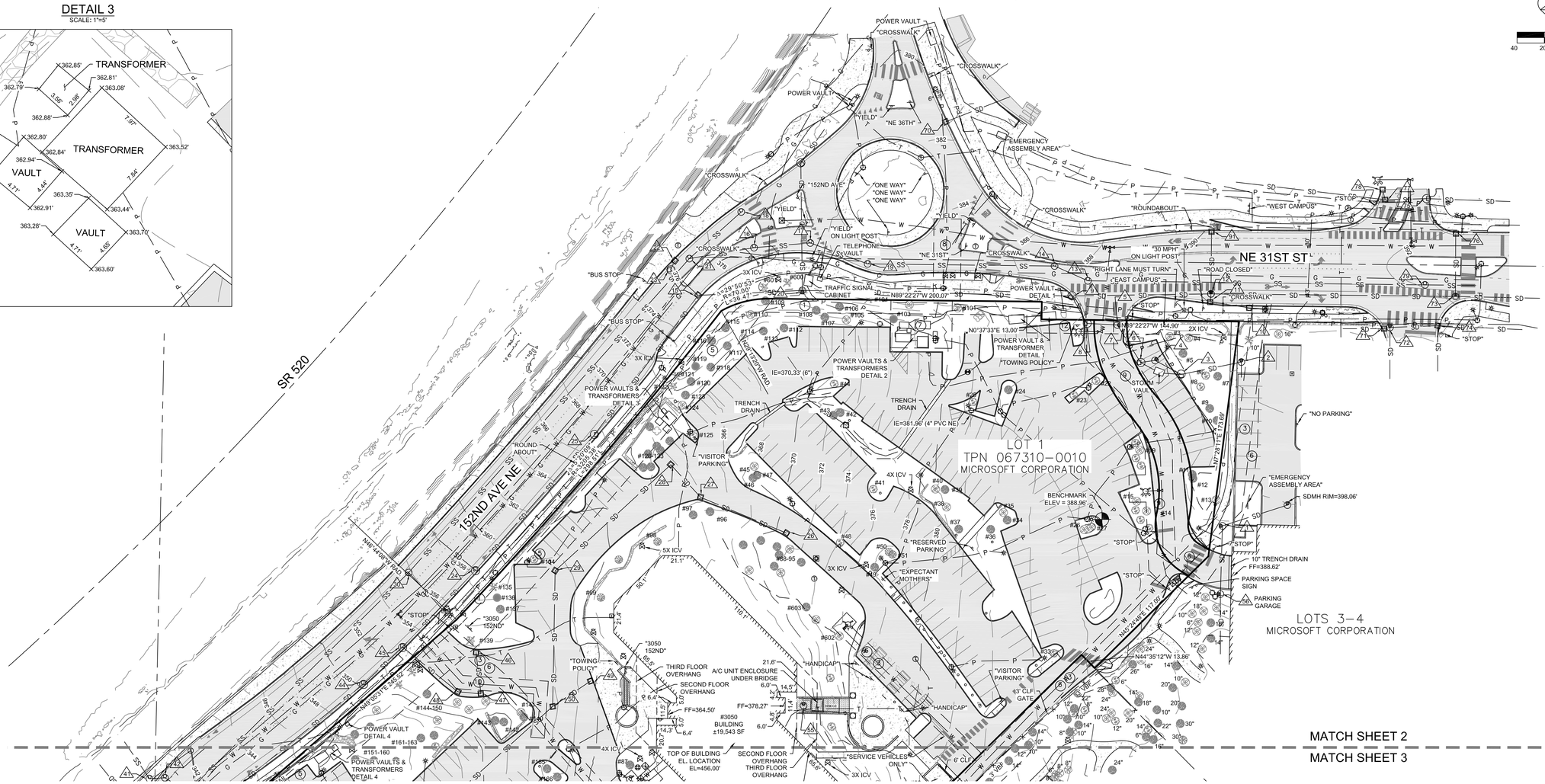
BOUNDARY & TOPOGRAPHIC SURVEY
FOR
ACG DEVELOPMENT
NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 05 EAST, W.M.
CITY OF REDMOND
KING COUNTY, WASHINGTON

DRAWN BY:	CBS
DATE:	8/27/2025
PROJECT NO.	24HRM0213
SHEET NO.	1 OF 7

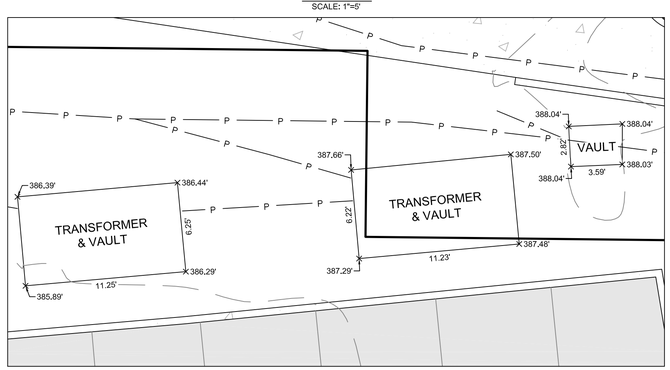
A PORTION OF THE NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.

DETAIL 3
SCALE: 1"=5'

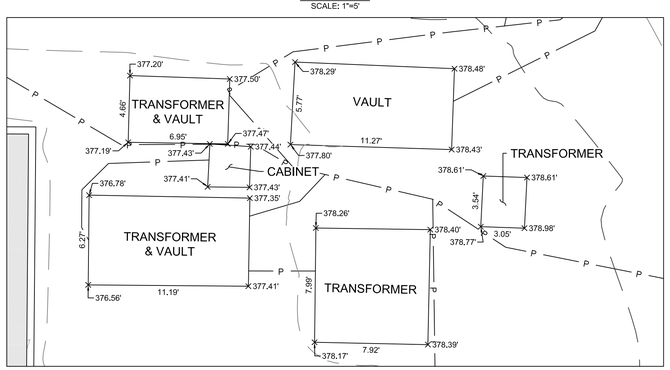




DETAIL 1
SCALE: 1"=5'



DETAIL 2
SCALE: 1"=5'



LEGEND

FOUND MONUMENT AS NOTED	WATER METER	YARD LIGHT	FIR TREE		
FOUND REBAR & CAP AS NOTED	WATER VALVE	LIGHT POST	ALDER TREE		
CATCH BASIN TYPE 1	IRRIGATION CONTROL VALVE	POWER JUNCTION BOX	DECIDUOUS TREE		
CATCH BASIN TYPE 2	BLOWOFF VALVE	POWER MANHOLE	HEMLOCK TREE		
STORM DRAIN MANHOLE	FIRE HYDRANT	TELEPHONE MANHOLE	CEDAR TREE		
YARD DRAIN	POST INDICATOR VALVE	TELEPHONE RISER	MAPLE TREE		
STORM DRAIN CLEAN OUT	FIRE DEPT. CONNECTION	VBF VERTICAL BOARD FENCE	HOLLY TREE	X	FENCE LINE
MONITORING WELL	SIGN	CLF CHAINLINK FENCE	MADRONA TREE	P	UNDERGROUND POWER LINE
SEWER MANHOLE	GATE/SIGN POST	PAVEMENT	BIRCH TREE	T	UNDERGROUND TELECOM LINE
SEWER CLEAN OUT	BOLLARD	BRICK		W	WATER LINE
	GAS VALVE	ROCKERY		G	GAS LINE
		CONCRETE		SS	SEWER LINE
				SD	STORM DRAIN LINE

REVISIONS:
8/27/2025 - ADDED ADDITIONAL DETAILS FOR POWER VAULTS AND TRANSFORMERS
7/21/2025 - REVISED SURVEY CONTROL INFO TO REFLECT CITY OF REDMOND DATA. ADDED SHEETS 5 + 7 TO CLARIFY EASEMENT LOCATIONS & DIMENSIONS
8/27/2025 - REVISED SHEETS 5 + 7 TO CLARIFY EASEMENT NUMBERS

9/25/2025

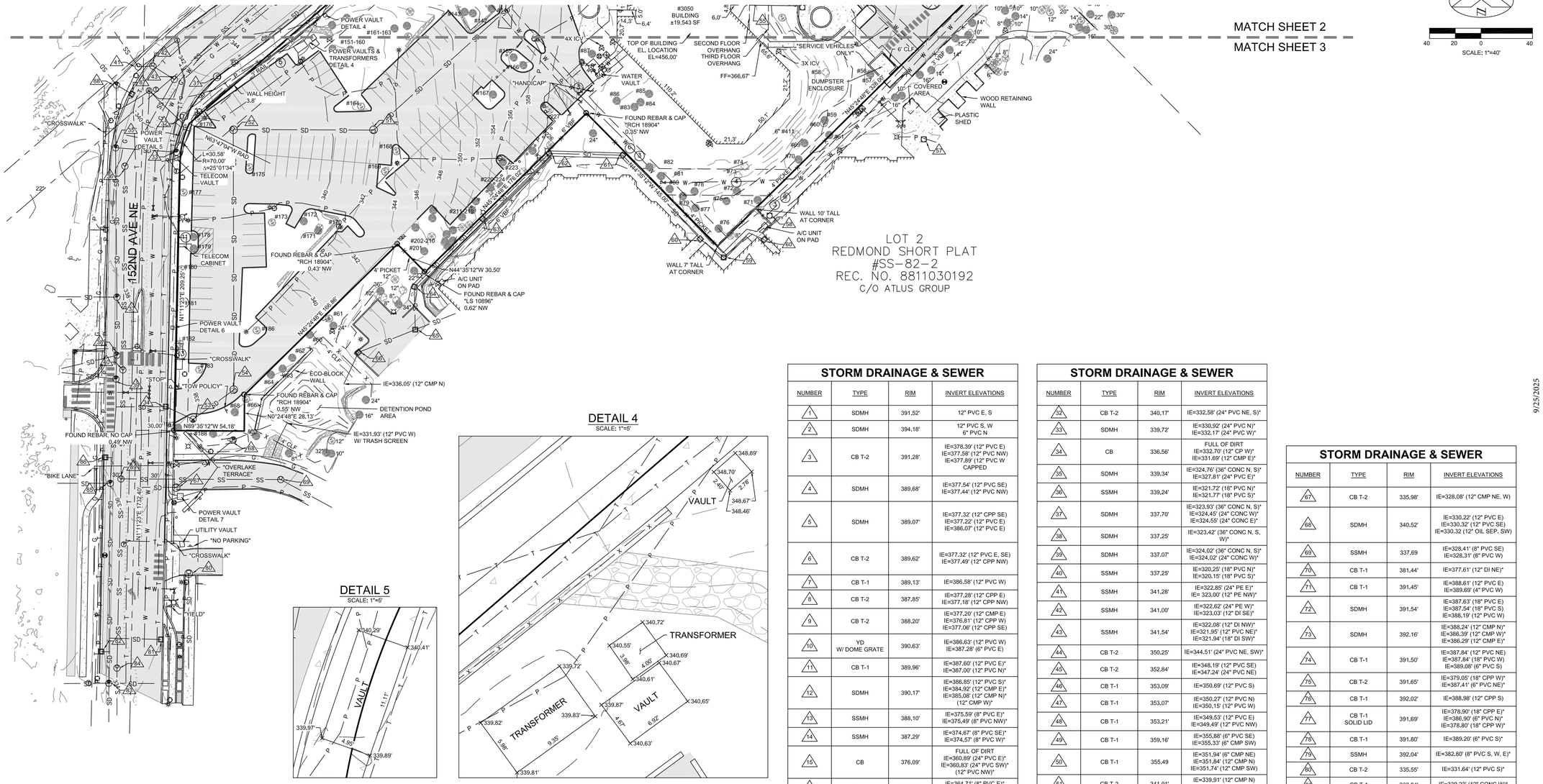
J. SCHNEIDERS 24011 — STATE OF WASHINGTON — MATTHEW J. SCHNEIDERS — LAND SURVEYOR — PROFESSIONAL

HARMSEN
LAND SURVEYING • CIVIL ENGINEERING • LAND USE PLANNING
sUAS AERIAL MAPPING • WETLAND SERVICES
2822 COLBY AVE, SUITE 300
EVERETT, WA 98201
(425) 252-1884
(360) 794-7811

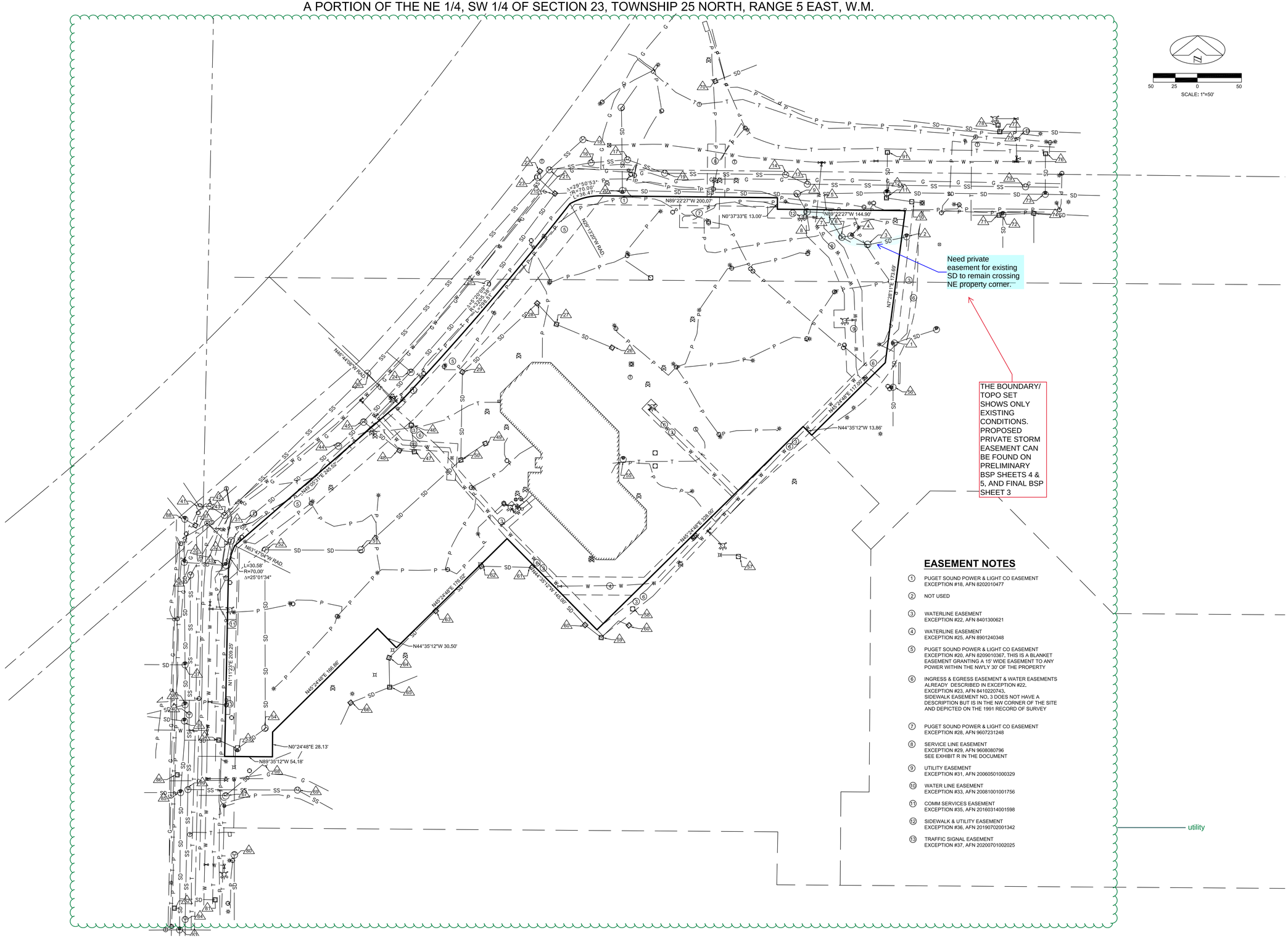
BOUNDARY & TOPOGRAPHIC SURVEY
FOR
ACG DEVELOPMENT
NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 05 EAST, W.M.
CITY OF REDMOND
KING COUNTY, WASHINGTON

DRAWN BY: CBS
DATE: 8/27/2025
PROJECT NO. 24HRM0213
SHEET NO. 2 OF 7

A PORTION OF THE NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.


MATCH SHEET 2
MATCH SHEET 3
LOT 2
REDMOND SHORT PLAT
#SS-82-2
REC. NO. 8811030192
C/O ATLUS GROUP
152ND AVE NE
POWER VAULT DETAIL 4
POWER VAULTS & TRANSFORMERS DETAIL 4
WALL HEIGHT 3.8'
"CROSSWALK"
POWER VAULT DETAIL 5
TELECOM VAULT
TELECOM CABINET
POWER VAULT DETAIL 6
"CROSSWALK"
"STOP"
"TOW POLICY"
ECO-BLOCK WALL
FOUND REBAR & CAP "RCH 18904" 0.55' NW
FOUND REBAR & CAP "RCH 18904" 0.49' NW
FOUND REBAR & CAP "RCH 18904" 0.43' NW
FOUND REBAR & CAP "LS 10896" 0.62' NW
4' PICKET FENCE
A/C UNIT ON PAD
DETENTION POND AREA
IE=336.05' (12" CMP N)
IE=331.93' (12" PVC W) W/ TRASH SCREEN
"BIKE LANE"
"OVERLAKE TERRACE"
POWER VAULT DETAIL 7
UTILITY VAULT
"NO PARKING"
"CROSSWALK"
"YIELD"
"HANDICAP"
TOP OF BUILDING EL, LOCATION EL=456.00'
SECOND FLOOR OVERHANG THIRD FLOOR OVERHANG
FF=366.67'
#3050 BUILDING ±19,543 SF
"SERVICE VEHICLES ONLY"
3X ICV
4X ICV
DUMPSTER ENCLOSURE
WATER VAULT
FOUND REBAR & CAP "RCH 18904" 0.35' NW
6' CLF
6' COVERED AREA
WOOD RETAINING WALL
PLASTIC SHED
WALL 10' TALL AT CORNER
WALL 7' TALL AT CORNER
A/C UNIT ON PAD
"NO PARKING"
N63°47'04"W RAD
L=30.58'
R=70.00'
Δ=25°01'34"
N11°12'E 209.25'
N11°12'E 1720.40'
N89°35'12"W 54.18'
N0°24'48"E 28.13'
N45°24'48"E 198.86'
N44°35'12"W 30.50'
N44°35'12"W 140.00'
N45°24'48"E 198.00'
S44°35'12"E 140.00'
S45°24'48"W 198.00'
N45°24'48"E 198.00'
N44°35'12"W 140

A PORTION OF THE NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.



EASEMENT NOTES

1. PUGET SOUND POWER & LIGHT CO EASEMENT
   EXCEPTION #18, AFN 8202010477
2. NOT USED
3. WATERLINE EASEMENT
   EXCEPTION #22, AFN 8401300621
4. WATERLINE EASEMENT
   EXCEPTION #25, AFN 8901240348
5. PUGET SOUND POWER & LIGHT CO EASEMENT
   EXCEPTION #20, AFN 8209010367, THIS IS A BLANKET EASEMENT GRANTING A 15' WIDE EASEMENT TO ANY POWER WITHIN THE NWLY 30' OF THE PROPERTY
6. INGRESS & EGRESS EASEMENT & WATER EASEMENTS ALREADY DESCRIBED IN EXCEPTION #22, EXCEPTION #23, AFN 8410220743, SIDEWALK EASEMENT NO. 3 DOES NOT HAVE A DESCRIPTION BUT IS IN THE NW CORNER OF THE SITE AND DEPICTED ON THE 1991 RECORD OF SURVEY
7. PUGET SOUND POWER & LIGHT CO EASEMENT
   EXCEPTION #28, AFN 9607231248
8. SERVICE LINE EASEMENT
   EXCEPTION #29, AFN 9608080796
   SEE EXHIBIT R IN THE DOCUMENT
9. UTILITY EASEMENT
   EXCEPTION #31, AFN 20060501000329
10. WATER LINE EASEMENT
    EXCEPTION #33, AFN 20081001001756
11. COMM SERVICES EASEMENT
    EXCEPTION #35, AFN 20160314001598
12. SIDEWALK & UTILITY EASEMENT
    EXCEPTION #36, AFN 20190702001342
13. TRAFFIC SIGNAL EASEMENT
    EXCEPTION #37, AFN 20200701002025

REVISIONS:
8/27/2025 - ADDED ADDITIONAL DETAILS FOR POWER VAULTS AND TRANSFORMERS
7/21/2025 - REVISED SURVEY CONTROL INFO TO REFLECT CITY OF REDMOND DATA. ADDED SHEETS 5 - 7 TO CLARIFY EASEMENT LOCATIONS & DIMENSIONS
8/27/2025 - REVISED SHEETS 5 - 7 TO CLARIFY EASEMENT NUMBERS

9/25/2025

MATTHEW J. SCHNEIDERS
STATE OF WASHINGTON
LAND SURVEYOR
15158
REGISTERED PROFESSIONAL
LAND SURVEYOR

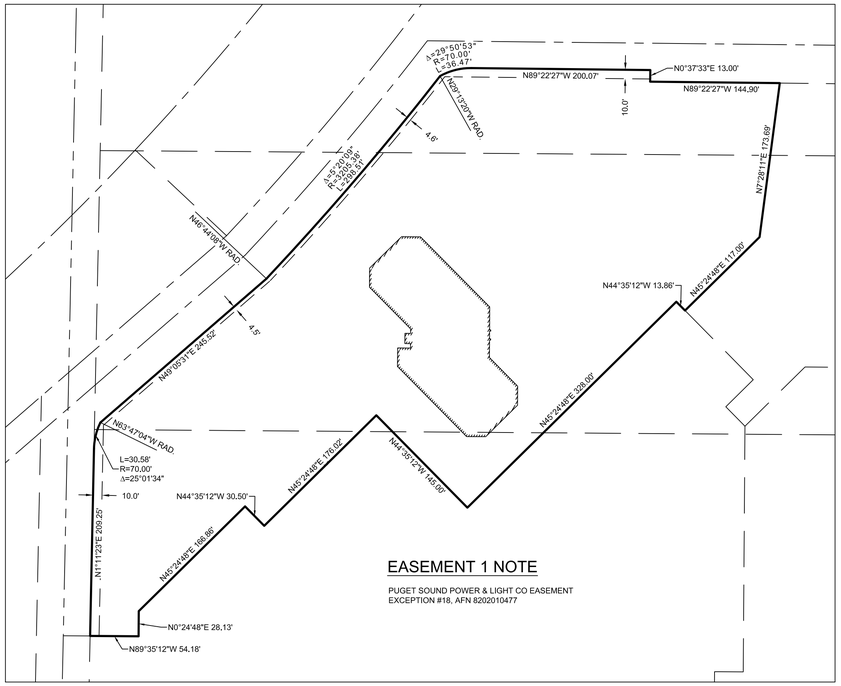
HARMSEN
LAND SURVEYING • CIVIL ENGINEERING • LAND USE PLANNING
sUAS AERIAL MAPPING • WETLAND SERVICES
2822 COLBY AVE, SUITE 300
EVERETT, WA 98201
(425) 252-1884
(360) 794-7811

BOUNDARY & TOPOGRAPHIC SURVEY
FOR
ACG DEVELOPMENT
NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 05 EAST, W.M.
CITY OF REDMOND
KING COUNTY, WASHINGTON

DRAWN BY: CBS
DATE: 8/27/2025
PROJECT NO. 24HRM0213
SHEET NO. 4 OF 7

EASEMENT DETAILS 1 - 5

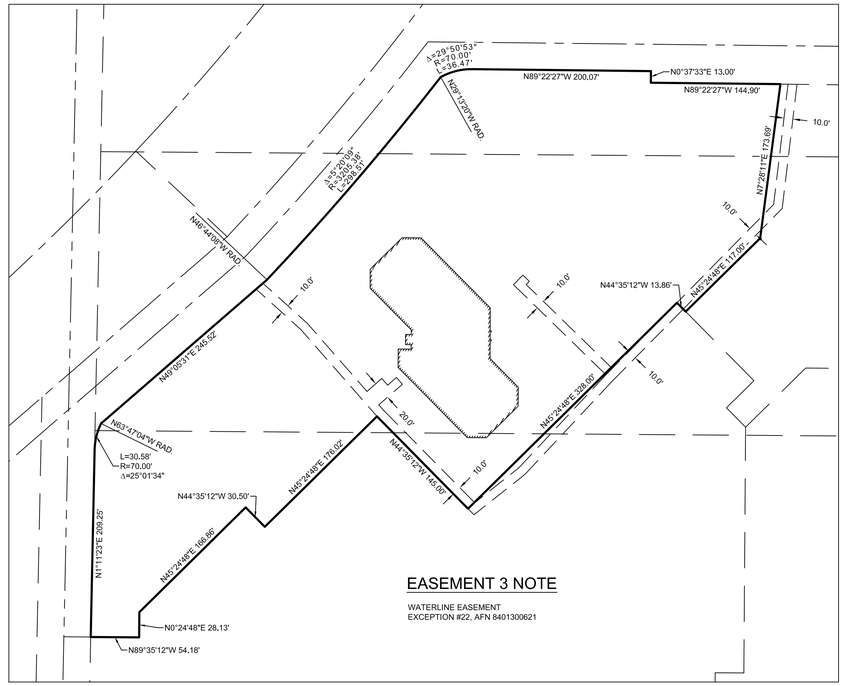
EASEMENT 1
SCALE: 1"=80'



EASEMENT 1 NOTE

PUGET SOUND POWER & LIGHT CO EASEMENT
EXCEPTION #18, AFN 8202010477

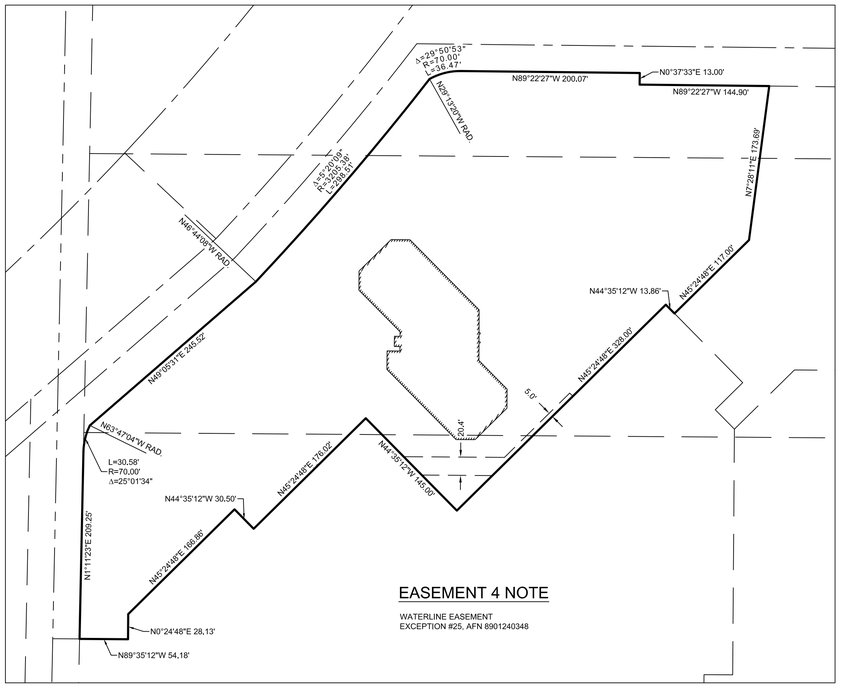
EASEMENT 3
SCALE: 1"=80'



EASEMENT 3 NOTE

WATERLINE EASEMENT
EXCEPTION #22, AFN 8401300621

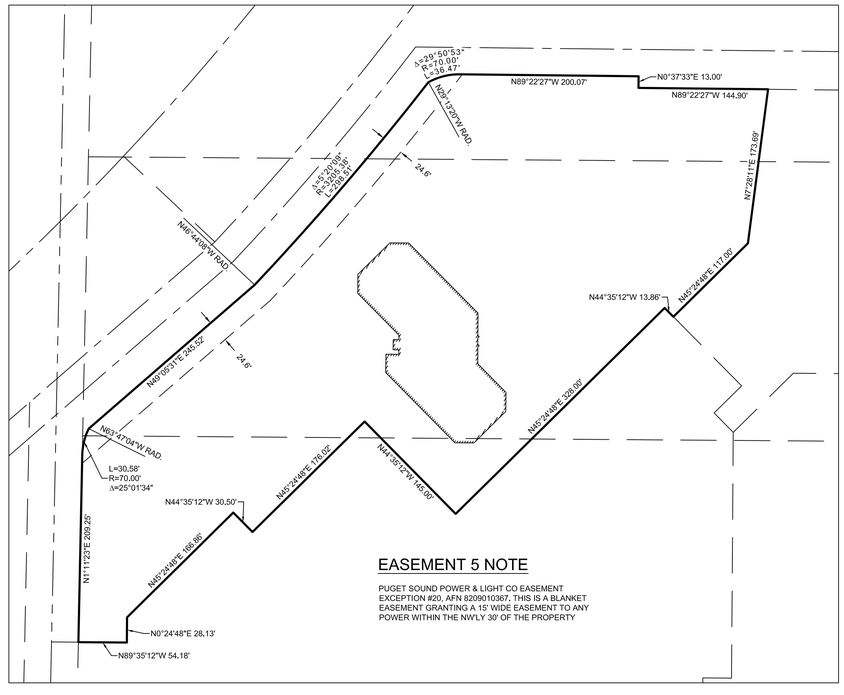
EASEMENT 4
SCALE: 1"=80'



EASEMENT 4 NOTE

WATERLINE EASEMENT
EXCEPTION #25, AFN 8901240348

EASEMENT 5
SCALE: 1"=80'



EASEMENT 5 NOTE

PUGET SOUND POWER & LIGHT CO EASEMENT
EXCEPTION #20, AFN 8209010367, THIS IS A BLANKET EASEMENT GRANTING A 15' WIDE EASEMENT TO ANY POWER WITHIN THE NW'LY 30' OF THE PROPERTY

REVISIONS:
5/27/2025 - ADDED ADDITIONAL DETAILS FOR POWER VAULTS AND TRANSFORMERS
7/21/2025 - REVISED SURVEY CONTROL INFO TO REFLECT CITY OF REDMOND DATA. ADDED SHEETS 3 - 7 TO CLARIFY EASEMENT LOCATIONS & DIMENSIONS
8/27/2025 - REVISED SHEETS 5 - 7 TO CLARIFY EASEMENT NUMBERS

9/25/2025

HARMSEN
LAND SURVEYING • CIVIL ENGINEERING • LAND USE PLANNING
sUAS AERIAL MAPPING • WETLAND SERVICES
2822 COLBY AVE. SUITE 300
EVERETT, WA 98201
(425) 252-1884
(360) 794-7811

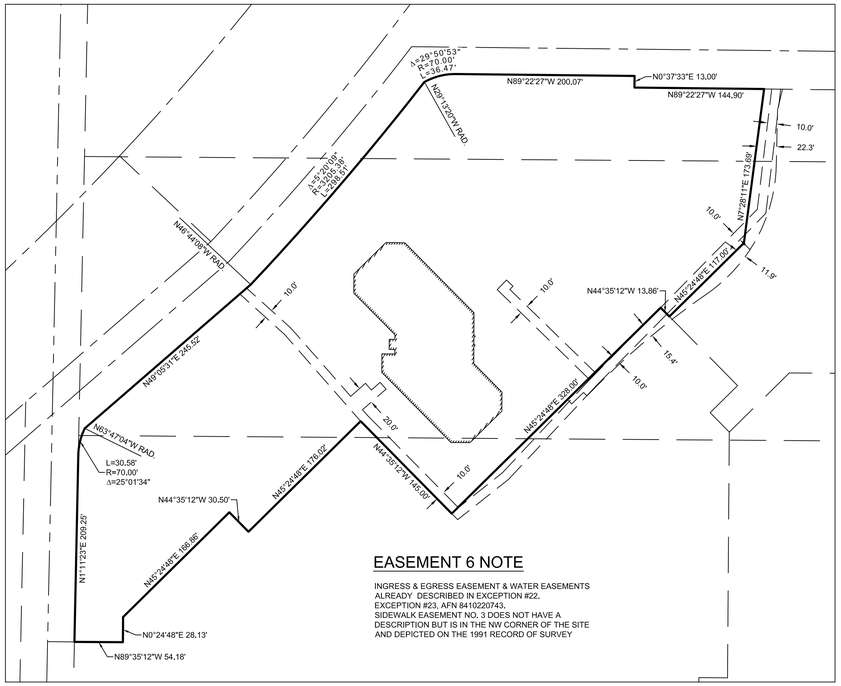
BOUNDARY & TOPOGRAPHIC SURVEY
FOR
ACG DEVELOPMENT

NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 05 EAST, W.M.
CITY OF REDMOND
KING COUNTY, WASHINGTON

DRAWN BY: CBS
DATE: 8/27/2025
PROJECT NO. 24HRM0213
SHEET NO. 5 OF 7

EASEMENT DETAILS 6 - 9

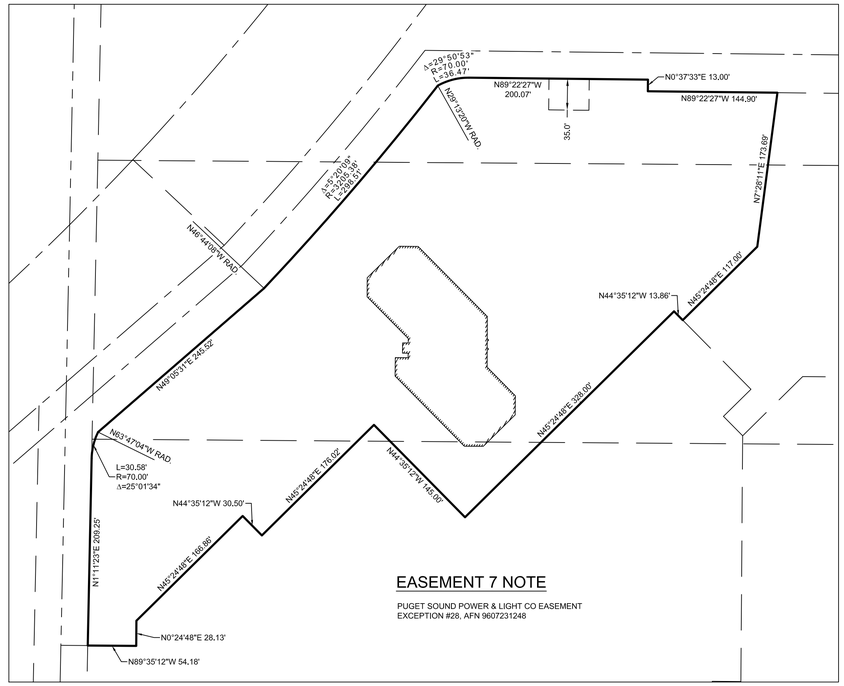
EASEMENT 6
SCALE: 1"=80'



EASEMENT 6 NOTE

INGRESS & EGRESS EASEMENT & WATER EASEMENTS
ALREADY DESCRIBED IN EXCEPTION #22,
EXCEPTION #23, AFN 8410220743,
SIDEWALK EASEMENT NO. 3 DOES NOT HAVE A
DESCRIPTION BUT IS IN THE NW CORNER OF THE SITE
AND DEPICTED ON THE 1991 RECORD OF SURVEY

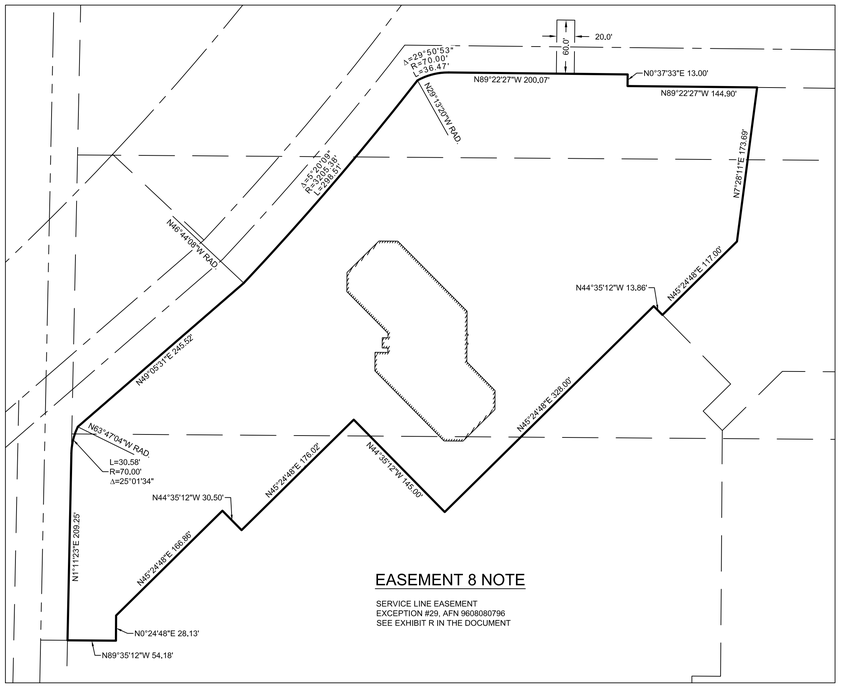
EASEMENT 7
SCALE: 1"=80'



EASEMENT 7 NOTE

PUGET SOUND POWER & LIGHT CO EASEMENT
EXCEPTION #28, AFN 9607231248

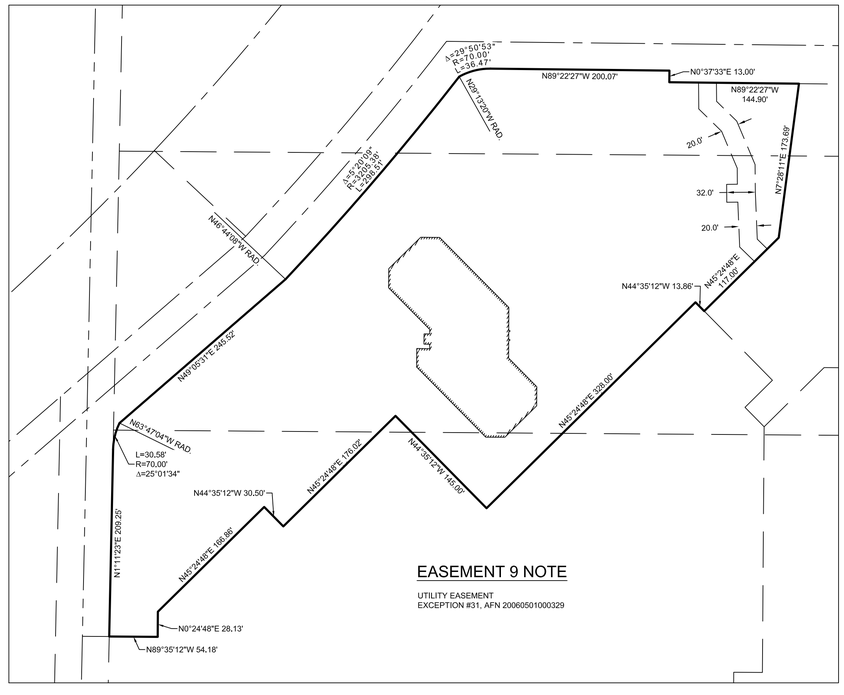
EASEMENT 8
SCALE: 1"=80'



EASEMENT 8 NOTE

SERVICE LINE EASEMENT
EXCEPTION #29, AFN 9608080796
SEE EXHIBIT R IN THE DOCUMENT

EASEMENT 9
SCALE: 1"=80'



EASEMENT 9 NOTE

UTILITY EASEMENT
EXCEPTION #31, AFN 20060501000329

REVISIONS:
5/27/2025 - ADDED ADDITIONAL DETAILS FOR POWER VAULTS AND TRANSFORMERS
7/21/2025 - REVISED SURVEY CONTROL INFO TO REFLECT CITY OF REDMOND DATA. ADDED SHEETS 5 + 7 TO CLARIFY EASEMENT LOCATIONS & DIMENSIONS
8/27/2025 - REVISED SHEETS 5 + 7 TO CLARIFY EASEMENT NUMBERS

9/25/2025

I, SCHNEIDERS, MATTHEW J. STATE OF WASHINGTON, 21441, REGISTERED LAND SURVEYOR, PROFESSIONAL LAND SURVEYOR

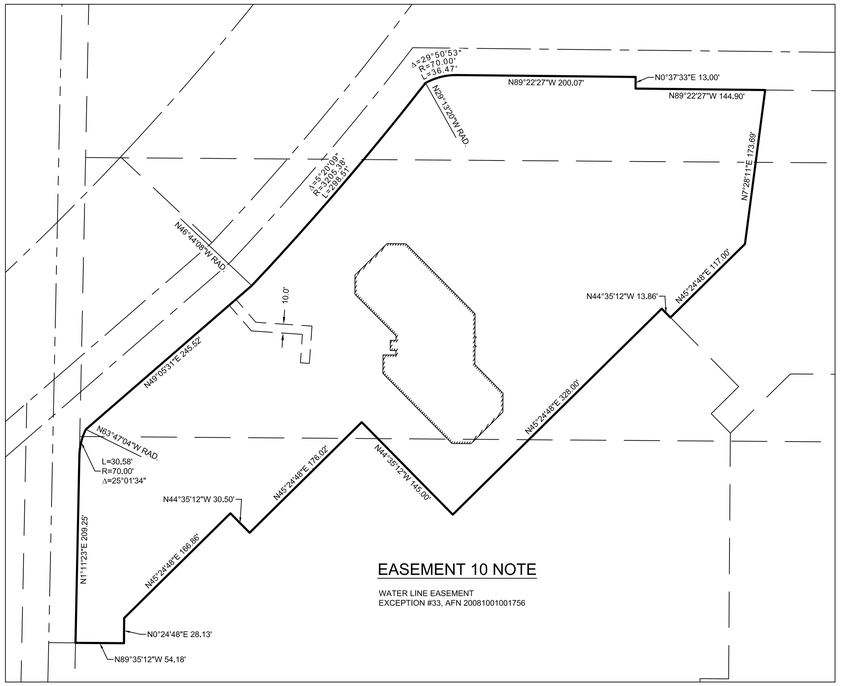
HARMSEN
LAND SURVEYING • CIVIL ENGINEERING • LAND USE PLANNING
sUAS AERIAL MAPPING • WETLAND SERVICES
2822 COLBY AVE, SUITE 300
EVERETT, WA 98201
(425) 252-1884
(360) 794-7811

BOUNDARY & TOPOGRAPHIC SURVEY
FOR
ACG DEVELOPMENT
NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 05 EAST, W.M.
CITY OF REDMOND
KING COUNTY, WASHINGTON

DRAWN BY: CBS
DATE: 8/27/2025
PROJECT NO. 24HRM0213
SHEET NO. 6 OF 7

EASEMENT DETAILS 10 - 13

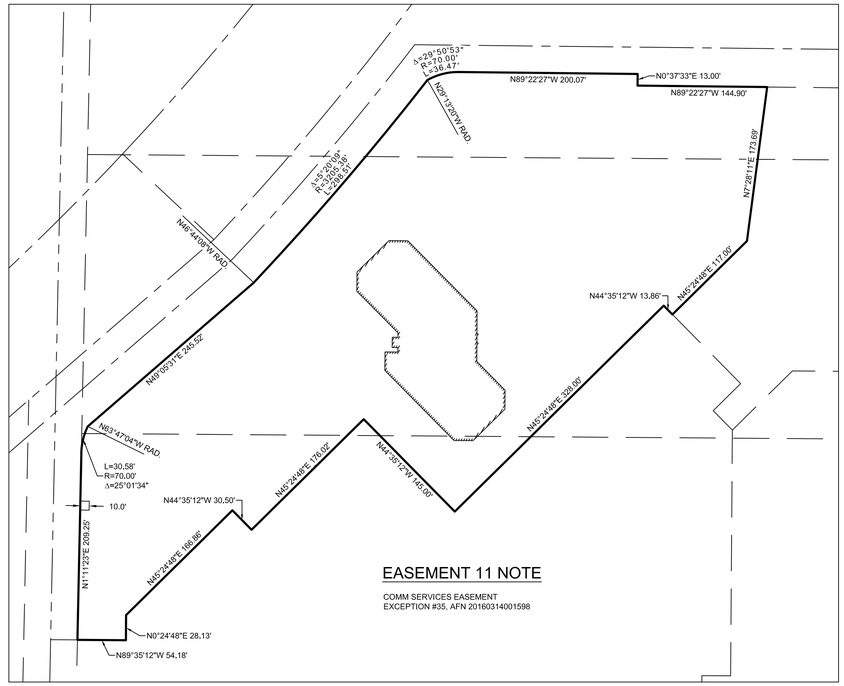
EASEMENT 10
SCALE: 1"=80'



EASEMENT 10 NOTE

WATER LINE EASEMENT
EXCEPTION #33, AFN 20081001001756

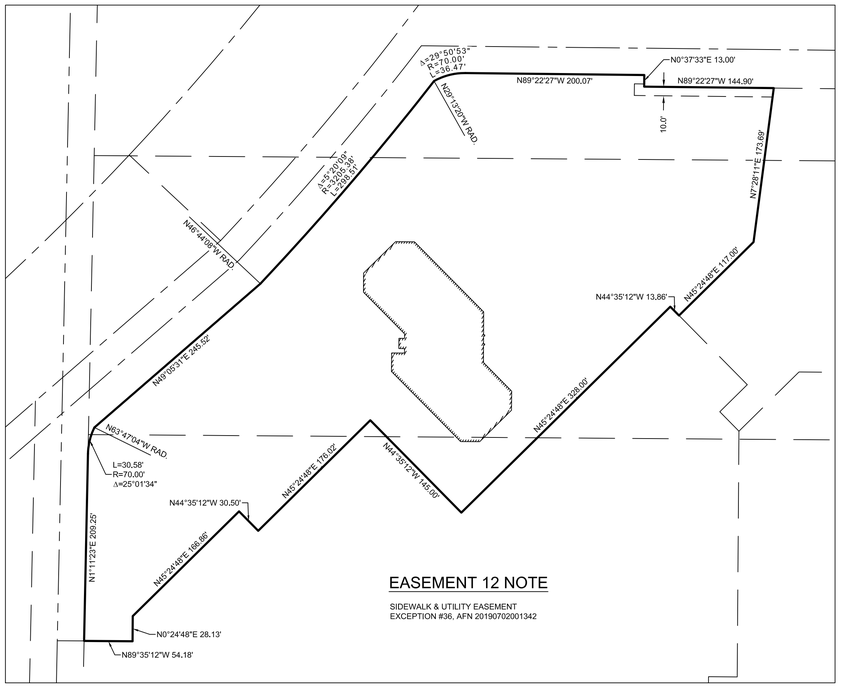
EASEMENT 11
SCALE: 1"=80'



EASEMENT 11 NOTE

COMM SERVICES EASEMENT
EXCEPTION #35, AFN 20160314001598

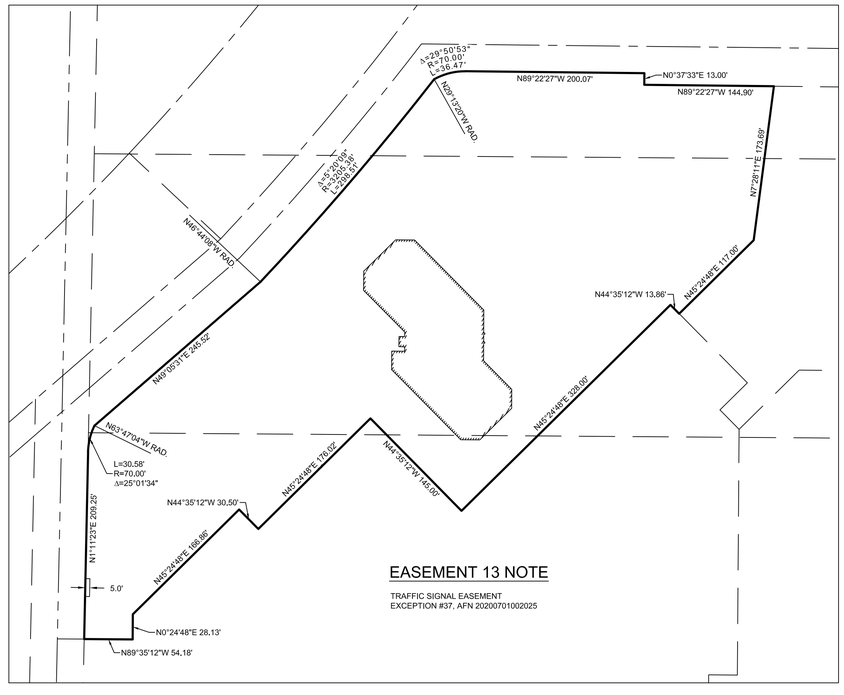
EASEMENT 12
SCALE: 1"=80'



EASEMENT 12 NOTE

SIDEWALK & UTILITY EASEMENT
EXCEPTION #36, AFN 20190702001342

EASEMENT 13
SCALE: 1"=80'



EASEMENT 13 NOTE

TRAFFIC SIGNAL EASEMENT
EXCEPTION #37, AFN 20200701002025

REVISIONS:
8/27/2025 - ADDED ADDITIONAL DETAILS FOR POWER VAULTS AND TRANSFORMERS
7/21/2025 - REVISED SURVEY CONTROL INFO TO REFLECT CITY OF REDMOND DATA. ADDED SHEETS 5 + 7 TO CLARIFY EASEMENT LOCATIONS & DIMENSIONS
8/27/2025 - REVISED SHEETS 5 + 7 TO CLARIFY EASEMENT NUMBERS

9/25/2025

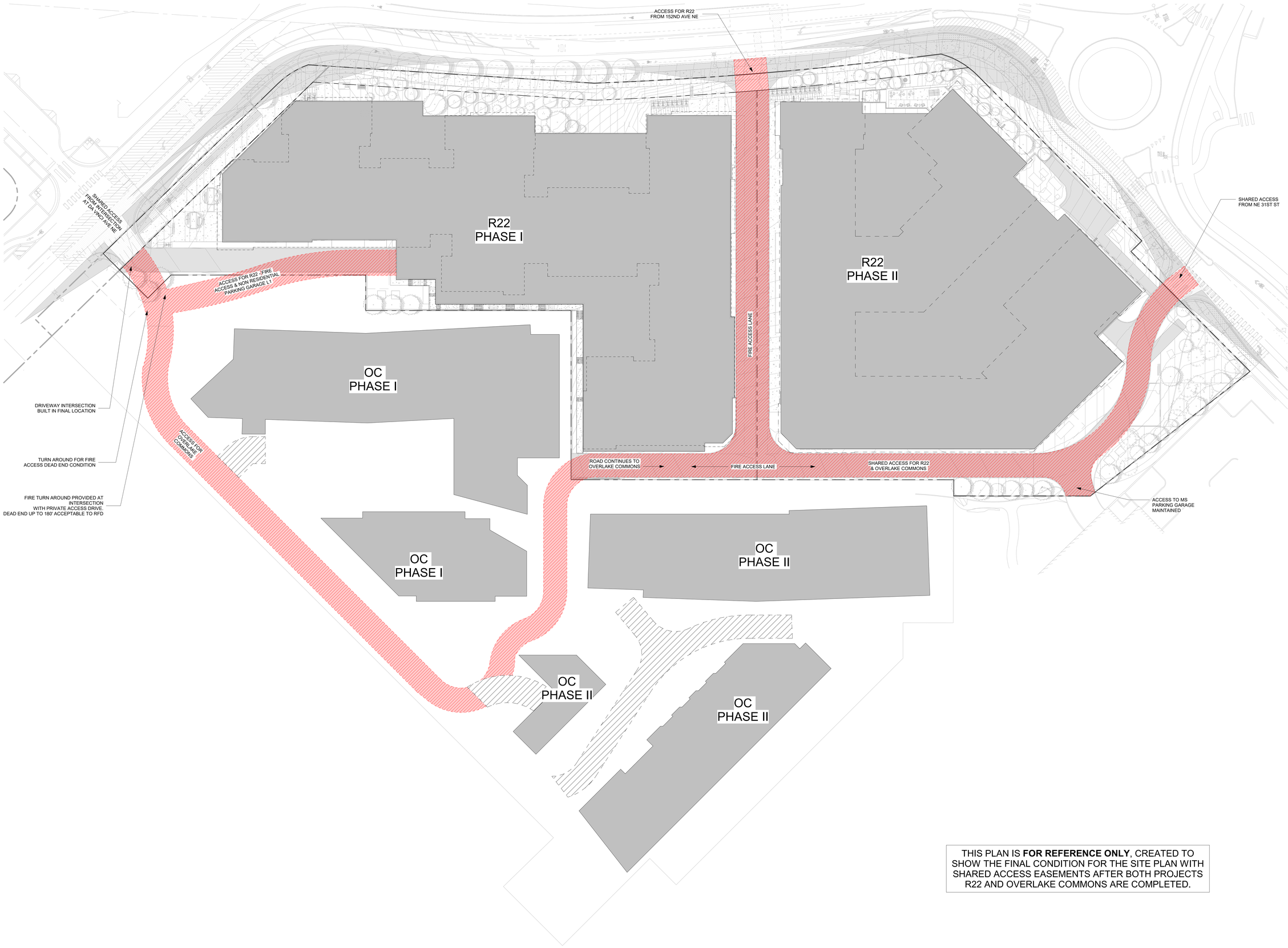
MATTHEW J. SCHNEIDERS
STATE OF WASHINGTON
21441
REGISTERED
LAND SURVEYOR
PROFESSIONAL

HARMSEN
LAND SURVEYING • CIVIL ENGINEERING • LAND USE PLANNING
sUAS AERIAL MAPPING • WETLAND SERVICES
2922 COLBY AVE. SUITE 300
EVERETT, WA 98201
(425) 252-1884
(360) 794-7811

BOUNDARY & TOPOGRAPHIC SURVEY
FOR
ACG DEVELOPMENT
NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 05 EAST, W.M.
CITY OF REDMOND
KING COUNTY, WASHINGTON

DRAWN BY: CBS
DATE: 8/27/2025
PROJECT NO. 24HRM0213
SHEET NO. 7 OF 7

ALL RIGHTS RESERVED. REPRODUCTION OR TRANSLATION OF ANY PART OF THIS WORK WITHOUT WRITTEN PERMISSION OF AMERICAN CAPITAL GROUP IS UNLAWFUL AND SUBJECT TO CRIMINAL PROSECUTION



THIS PLAN IS **FOR REFERENCE ONLY**, CREATED TO SHOW THE FINAL CONDITION FOR THE SITE PLAN WITH SHARED ACCESS EASEMENTS AFTER BOTH PROJECTS R22 AND OVERLAKE COMMONS ARE COMPLETED.

1 Site Plan
1" = 30'-0"

ACG Design
A division of **American Capital Group**
15 Lake Bellevue Drive, Suite 200
Bellevue, Washington 98005

COPYRIGHT © 2024. ALL RIGHTS RESERVED

FOR REFERENCE ONLY

ISSUED SETS

NO	DATE	DESCRIPTION
1	02/24/2025	SPE SUBMITTAL
2	07/25/2025	CYCLE #1 SPE PERMIT CORRECTIONS
3	09/29/2025	CYCLE #2 SPE PERMIT CORRECTIONS
4	11/13/2025	CYCLE #3 SPE PERMIT CORRECTIONS

SUBMITTAL REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
R22 - MPD
3050 152nd AVE NE,
REDMOND, WA 98052

DRAWN BY: MH,RG
CHECKED BY: AI,JM

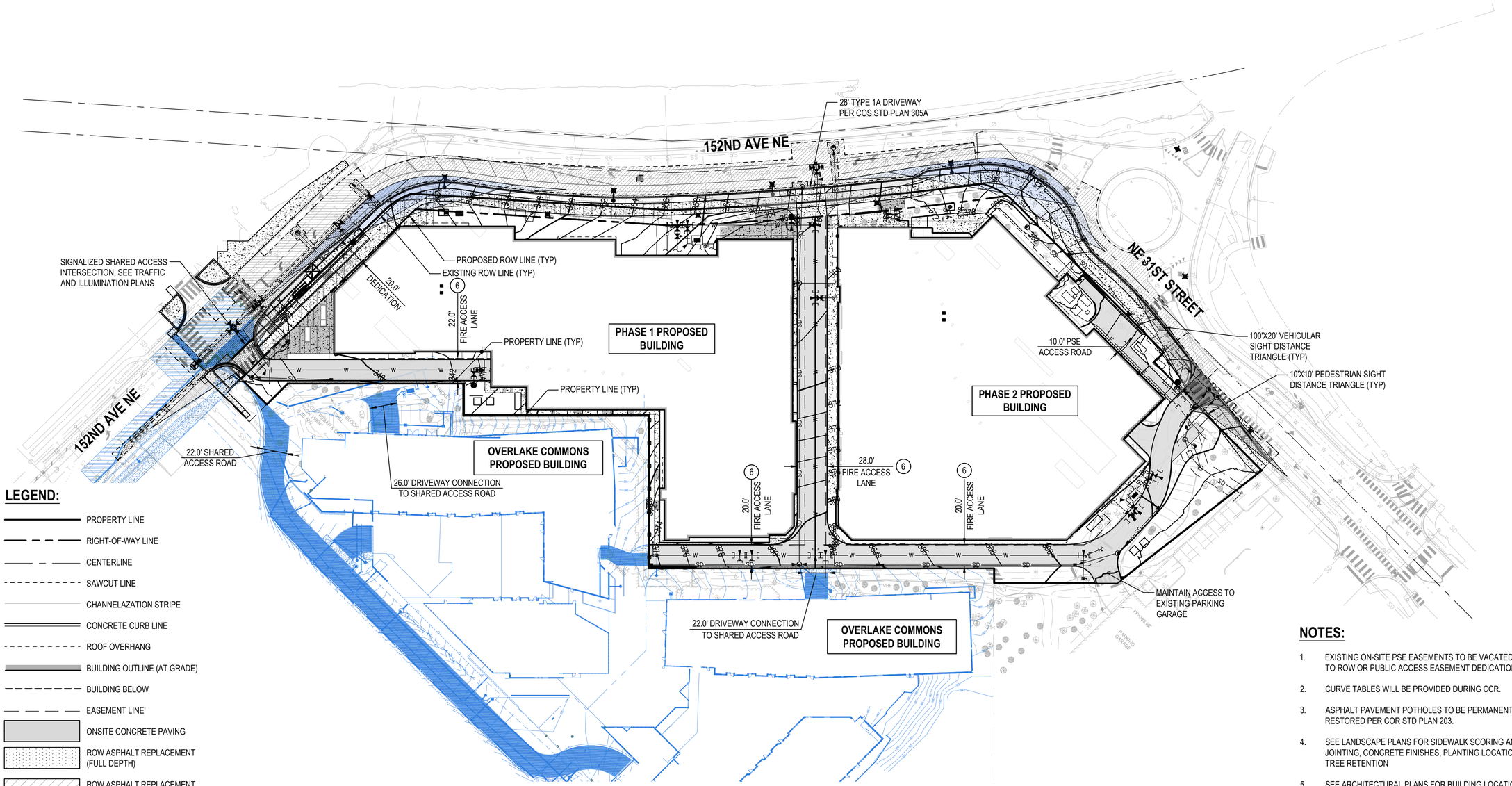
DRAWING SET DATE: 09/29/2025

DRAWING SET TITLE: **SITE PLAN ENTITELEMENT**

TITLE
R22/OVERLAKE COMMONS SITE
ACCESS PLAN

EXH-1

NE 1/4 SW 1/4, SEC. 23, TWP. 25N, RGE. 5E, W.M.



LEGEND:

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SAWCUT LINE
- CHANNELAZATION STRIPE
- CONCRETE CURB LINE
- ROOF OVERHANG
- BUILDING OUTLINE (AT GRADE)
- BUILDING BELOW
- EASEMENT LINE'
- ONSITE CONCRETE PAVING
- ROW ASPHALT REPLACEMENT (FULL DEPTH)
- ROW ASPHALT REPLACEMENT (GRIND AND OVERLAY)
- CONCRETE SIDEWALK
- SIGHT DISTANCE TRIANGLE
- PROPOSED STREET LIGHT

NOTES:

1. EXISTING ON-SITE PSE EASEMENTS TO BE VACATED PRIOR TO ROW OR PUBLIC ACCESS EASEMENT DEDICATION.
2. CURVE TABLES WILL BE PROVIDED DURING CCR.
3. ASPHALT PAVEMENT POTHOLES TO BE PERMANENTLY RESTORED PER COR STD PLAN 203.
4. SEE LANDSCAPE PLANS FOR SIDEWALK SCORING AND JOINTING, CONCRETE FINISHES, PLANTING LOCATIONS AND TREE RETENTION
5. SEE ARCHITECTURAL PLANS FOR BUILDING LOCATIONS AND TYPES, ADA ENTRIES AND EXISTS, AND TRASH REQUIREMENTS.
6. EMERGENCY VEHICLE ACCESS EASEMENT TO SPAN ENTIRE ROADWAY WIDTH. EASEMENTS TO BE RECORDED PRIOR TO CCR ISSUANCE.
7. ASPHALT PAVEMENT TRENCH RESTORATION (GRIND AND OVERLAY) PER COR STANDARD DETAIL 202.

NO.	DATE	BY	CHD.	APPR.	REVISION
2	07/25/2025	DJF	MDR	JSF	CYCLE #1 SPE PERMIT CORRECTIONS
1	02/19/2025	DJF	MDR	JSF	SPE SUBMITTAL

DRAWN BY | DESIGNED BY
CHECKED BY | APPROVED BY
DATE
JOB No. :
SCALE:

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

kpff
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

FOR REFERENCE ONLY

JEREMY S FREUS — STATE OF WASHINGTON — 39947 — REGISTERED PROFESSIONAL ENGINEER

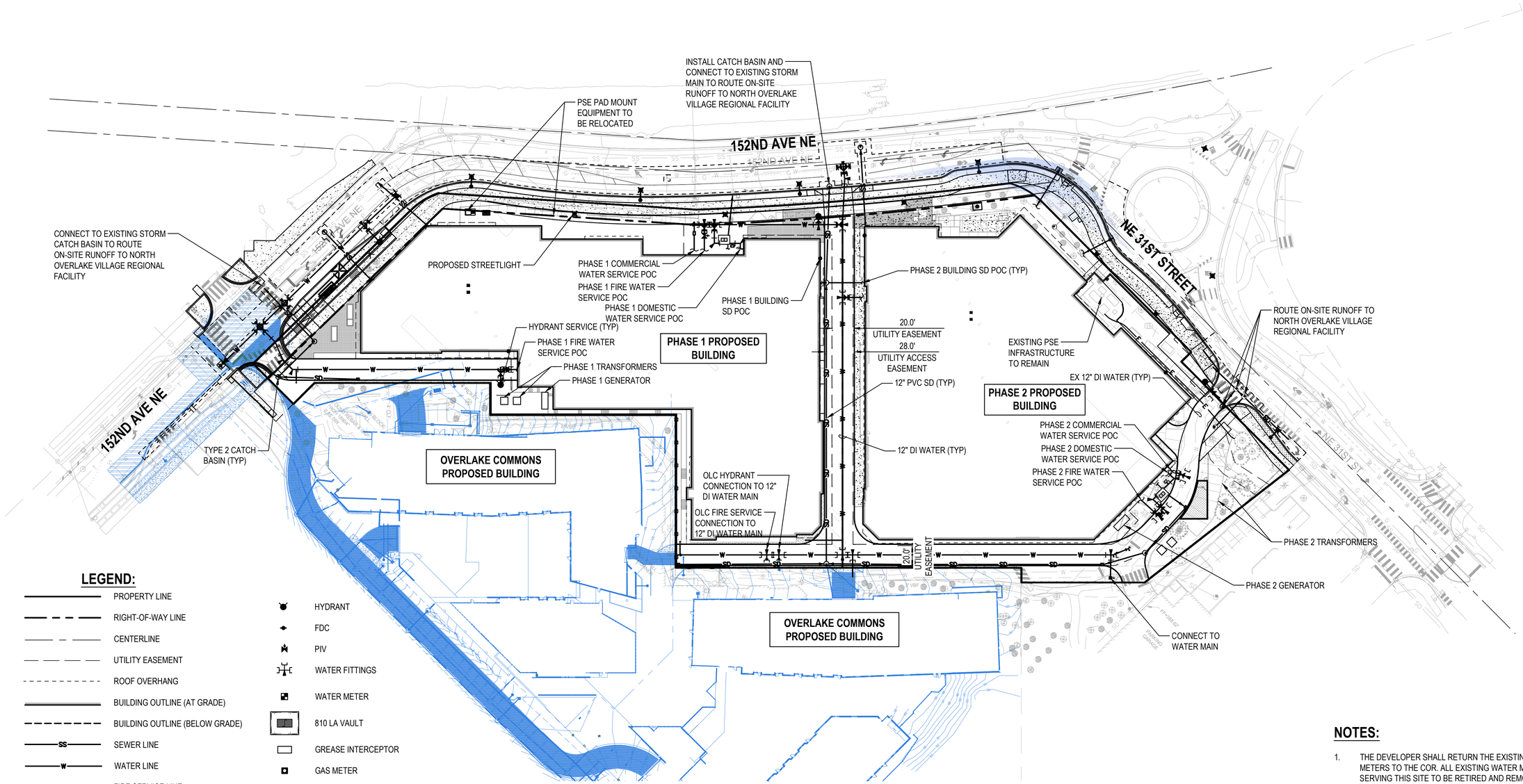
REDMOND BUILDING 22 FINAL CONDTIONS
3050 152ND AVE NE, REDMOND, WA 98052

COMPOSITE TRANSPORTATION PLAN

SHEET
EXH-2

Z:\2400001-2409999\2400818 Building 22\C4DD\Design\01 - SPE\Final Conditions\822 FC C3.00 TRANSPO OV.dwg
MonicaR
Nov 13, 2025 - 1:22pm

NE 1/4 SW 1/4, SEC. 23, TWP. 25N, RGE. 5E, W.M.



LEGEND:

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- UTILITY EASEMENT
- ROOF OVERHANG
- BUILDING OUTLINE (AT GRADE)
- BUILDING OUTLINE (BELOW GRADE)
- SEWER LINE
- WATER LINE
- FIRE SERVICE LINE
- ELECTRICAL LINE
- GAS LINE
- ELECTRICAL DUCT BANK
- CLEANOUT
- SSMH
- HYDRANT
- FDC
- PIV
- WATER FITTINGS
- WATER METER
- 810 LA VAULT
- GREASE INTERCEPTOR
- GAS METER

NOTES:

1. THE DEVELOPER SHALL RETURN THE EXISTING WATER METERS TO THE COR. ALL EXISTING WATER METERS SERVING THIS SITE TO BE RETIRED AND REMOVED UNLESS OTHERWISE NOTED.
2. THE DEVELOPER SHALL REMOVE ALL EXISTING WATER MAINS AND FIRE HYDRANTS WITHIN THE DEVELOPMENT AND RELINQUISH THE EXISTING WATER MAIN AND FIRE HYDRANT EASEMENTS UNLESS OTHERWISE NOTED.
3. RETIRE EXISTING HYDRANT SERVICE. CONTRACTOR SHALL COORDINATE WITH COR INSPECTOR FOR ALL ABANDONING, CAPPING, AND REMOVAL OF COR'S WATER SERVICE AS INDICATED.

0 25' 50' 100'
1 inch = 50 feet

NO.	DATE	BY	CHD.	APPR.	REVISION
2	07/25/2025	DJF	MDR	JSF	CYCLE #1 SPE PERMIT CORRECTIONS
1	02/19/2025	DJF	MDR	JSF	SPE SUBMITTAL

DRAWN BY | DESIGNED BY
CHECKED BY | APPROVED BY
DATE
JOB No. :

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

SCALE:

kpff
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

FOR REFERENCE ONLY

JEREMY S. FERRIS STATE OF WASHINGTON 39847 REGISTERED PROFESSIONAL ENGINEER

REDMOND BUILDING 22 FINAL CONDTIONS
3050 152ND AVE NE, REDMOND, WA 98052

COMPOSITE UTILITY PLAN

SHEET
EXH-3

Z:\2400001-2409999\2400818 Building 22\CAD\Design\01 - SPE\Final Conditions\B22 FC C4.00 UT OV.dwg
MonicaR
Nov 13, 2025 - 1:22pm

SIGNAL CONSTRUCTION NOTES

(S1) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-26.10. FURNISH AND INSTALL NEW TYPE III SIGNAL POLE AND 30' MAST ARM WITH TWO NEW VEHICLE SIGNAL HEADS, ONE NEW R10-11 SIGN, ONE NEW STREET NAME SIGN, AND ONE NEW PREEMPT DETECTOR ON MAST ARM. INSTALL ONE NEW BICYCLE SIGNAL HEAD, ONE NEW R10-22 SIGN, ONE NEW BICYCLE DETECTION SIGN, ONE PEDESTRIAN SIGNAL HEAD, ONE NEW PEDESTRIAN PUSHBUTTON, ONE NEW CUSTOM ALL WAY WALK SIGN, AND ONE NEW TERMINAL CABINET ON SIGNAL POLE. PUSHBUTTON SHALL FACE WEST, PARALLEL TO CROSSWALK. INSTALL ONE NEW KIM CURVILINEAR LUMINAIRE ON A 1-FT ARM AT 27-FT MOUNTING HEIGHT PER ILLUMINATION POLE SCHEDULE, SHEET T1.02.

(S2) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-21.10. FURNISH AND INSTALL NEW TYPE I SIGNAL POLE WITH ONE NEW VEHICLE SIGNAL HEAD, TWO NEW PEDESTRIAN SIGNAL HEADS AND ONE NEW PEDESTRIAN PUSHBUTTON ON SIGNAL POLE. PEDESTRIAN PUSHBUTTON SHALL FACE NORTH, PARALLEL TO CROSSWALK.

(S3) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-10.15. FURNISH AND INSTALL NEW PPB POLE WITH ONE PEDESTRIAN PUSHBUTTON. PUSHBUTTON SHALL FACE NORTH, PARALLEL TO CROSSWALK.

(S4) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-26.10. FURNISH AND INSTALL NEW TYPE III SIGNAL POLE AND 45' MAST ARM WITH THREE NEW VEHICLE SIGNAL HEADS, ONE NEW R10-11 SIGN, ONE NEW STREET NAME SIGN, ONE NEW CUSTOM LEFT TURN YIELD SIGN, AND ONE NEW PREEMPT DETECTOR ON MAST ARM. INSTALL ONE NEW BICYCLE SIGNAL HEAD, ONE NEW R10-22 SIGN, TWO NEW PEDESTRIAN SIGNAL HEADS, ONE NEW CUSTOM ALL WAY WALK SIGN, AND ONE NEW TERMINAL CABINET ON SIGNAL POLE. INSTALL ONE NEW KIM CURVILINEAR LUMINAIRE ON A 1-FT ARM AT 27-FT MOUNTING HEIGHT PER ILLUMINATION POLE SCHEDULE, SHEET T1.02.

(S5) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-21.10. FURNISH AND INSTALL NEW TYPE PS POLE WITH ONE NEW PEDESTRIAN SIGNAL HEAD AND ONE NEW PEDESTRIAN PUSHBUTTON ON SIGNAL POLE. PEDESTRIAN PUSHBUTTON SHALL FACE EAST, PARALLEL TO CROSSWALK.

(S6) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-26.10. FURNISH AND INSTALL NEW TYPE III SIGNAL POLE AND 20' MAST ARM WITH TWO NEW VEHICLE SIGNAL HEADS, ONE NEW R10-11 SIGN, ONE NEW STREET NAME SIGN, AND ONE NEW PREEMPT DETECTOR ON MAST ARM. INSTALL TWO NEW PEDESTRIAN SIGNAL HEADS, ONE NEW PEDESTRIAN PUSHBUTTON, ONE NEW CUSTOM ALL WAY WALK SIGN, AND ONE NEW TERMINAL CABINET ON SIGNAL POLE. PUSHBUTTON SHALL FACE EAST, PARALLEL TO CROSSWALK. INSTALL ONE NEW KIM CURVILINEAR LUMINAIRE ON A 1-FT ARM AT 27-FT MOUNTING HEIGHT PER ILLUMINATION POLE SCHEDULE, SHEET T1.02.

(S7) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-21.10. FURNISH AND INSTALL NEW TYPE I SIGNAL POLE WITH ONE NEW VEHICLE SIGNAL HEAD, ONE NEW BICYCLE SIGNAL HEAD, ONE NEW R10-22 SIGN, ONE NEW BICYCLE DETECTION SIGN, ONE NEW PEDESTRIAN SIGNAL HEAD AND ONE NEW PEDESTRIAN PUSHBUTTON ON SIGNAL POLE. PEDESTRIAN PUSHBUTTON SHALL FACE SOUTH, PARALLEL TO CROSSWALK.

(S8) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-21.10. FURNISH AND INSTALL NEW TYPE PS POLE WITH TWO NEW PEDESTRIAN SIGNAL HEADS AND ONE NEW PEDESTRIAN PUSHBUTTON ON SIGNAL POLE. PUSHBUTTON SHALL FACE SOUTH, PARALLEL TO CROSSWALK.

(S9) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-26.10. FURNISH AND INSTALL NEW TYPE III SIGNAL POLE AND 50' MAST ARM WITH THREE NEW VEHICLE SIGNAL HEADS, ONE NEW R10-11 SIGN, ONE NEW CUSTOM LEFT TURN YIELD SIGN, ONE NEW STREET NAME SIGN, AND ONE NEW PREEMPT DETECTOR ON MAST ARM. INSTALL ONE NEW CUSTOM ALL WAY WALK SIGN AND ONE NEW TERMINAL CABINET ON SIGNAL POLE. INSTALL ONE NEW KIM CURVILINEAR LUMINAIRE ON A 1-FT ARM AT 27-FT MOUNTING HEIGHT PER ILLUMINATION POLE SCHEDULE, SHEET T1.02.

(S10) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-21.10. FURNISH AND INSTALL NEW TYPE I POLE WITH ONE NEW BICYCLE SIGNAL HEAD, ONE NEW R10-22 SIGN, ONE NEW PEDESTRIAN SIGNAL HEAD AND ONE NEW PEDESTRIAN PUSHBUTTON ON SIGNAL POLE. PEDESTRIAN PUSHBUTTON SHALL FACE WEST, PARALLEL TO CROSSWALK.

(4) CONSTRUCT COMBINED CONTROLLER AND SERVICE CABINET FOUNDATION PER CITY OF REDMOND STD. DETAILS 459A AND 460. FURNISH AND INSTALL NEW TYPE TS2 TYPE 1 CONTROLLER CABINET. FURNISH AND INSTALL NEW 200 AMP SERVICE CABINET ON FOUNDATION PER WSDOT STANDARD PLAN J-10.21 AND CITY OF REDMOND STD. DETAIL 461.

(5) EXISTING LIGHT STANDARD INSTALLED WITH BELLWETHER OVERLAKE PROJECT TO REMAIN.

(6) NEW LIGHT STANDARD. SEE ILLUMINATION PLAN FOR DETAILS.

(7) REMOVE EXISTING JUNCTION BOX. FILL AND COMPACT VOID.

(8) INSTALL 30"X60" BIKE DETECTION LOOP PER CITY OF REDMOND STD. DETAIL 455.

(9) POWER SOURCE UNKNOWN AT TIME OF PLAN PREPARATION. CONTRACTOR SHALL COORDINATE WITH OWNER AND PSE TO CONFIRM A LOCATION FOR A 120/240V SINGLE PHASE POWER SOURCE CONNECTION, INCLUDING COMPLETING ALL FORMS/APPLICATIONS AND PAYMENT OF ALL ASSOCIATED FEES. THE CONTRACTOR SHALL INSTALL CONDUIT AND CONDUCTORS TO THE POWER SOURCE. PSE SHALL MAKE THE FINAL CONNECTION TO THE POWER SOURCE. CONTRACTOR TO ASSUME 500 FEET OF TRENCHING FOR BIDDING PURPOSES.

(10) INSTALL NEW INDUCTION LOOP PER CITY OF REDMOND STD. DETAILS 454A, 455, 456 AND 457.

(11) REMOVE EXISTING FB POLE AND FOUNDATION TO A DEPTH OF AT LEASE 3-FT BELOW EXISTING OR FINISHED GRADE, WHICHEVER IS LOWER, OR REMOVE ENTIRELY PER CITY OF REDMOND STANDARD SPEC. 8-20.3(29). FILL AND COMPACT VOID. SALVAGE POLE AND REMAINING SIGNAL EQUIPMENT AND RETURN TO CITY OF REDMOND.

(12) EXISTING LIGHT STANDARD TO BE RELOCATED WITH BELLWETHER OVERLAKE PROJECT.

(13) PSE SHALL REMOVE EXISTING LIGHT STANDARD AND FOUNDATION. FILL AND COMPACT VOID. SALVAGE POLE AND REMAINING SIGNAL EQUIPMENT AND RETURN TO CITY OF REDMOND.

(14) INTERCEPT AND EXTEND EXISTING CONDUIT TO NEW JUNCTION BOX.

SIGNAL DISPLAYS

VEHICLE HEADS
12" R
12" Y
12" Y FYA
12" G

NEW :11,12
:51,52

VEHICLE HEADS
12" R
12" Y
12" G

NEW :21,22
:41,42
:61,62
:81,82

BICYCLE HEADS
12" R
12" Y
12" G

NEW :23,63

BICYCLE HEADS
4" R
4" Y
4" G

NEW :24,64

PEDESTRIAN HEADS

NEW :31,32 :37,38
:33,34 :39A,39B
:35,36 :39C,39D

- ALL VEHICLE HEADS SHALL HAVE 12" LENSES.
- VEHICLE HEADS ON MAST ARMS SHALL USE TYPE M MOUNTS (CONNECTED BETWEEN THE RED AND YELLOW SIGNAL FACES).
- VEHICLE HEADS ON TYPE III POLES SHALL USE TYPE H SIDE MOUNTS.
- PEDESTRIAN HEADS ON TYPE III POLES SHALL USE TYPE E CLAMSHELL MOUNTS.
- PEDESTRIAN HEADS ON TYPE PS POLES SHALL USE TYPE D TOP MOUNTS.
- ALL SIGNAL DISPLAYS USE TUNNEL VISORS.

SIGN LEGEND

152 Ave NE — (S1)* (MAXIMUM 96W"X24H") 12" D MIXED CASE

Da Vinci Ave NE — (S2)* (MAXIMUM 104W"X24H 12" D MIXED CASE

*MAST ARM STREET NAME AND BLOCK NUMBER SIGNS SHALL USE TEXT SPACING, MARGINS, WIDTH, ETC. PER WSDOT SIGN FABRICATION MANUAL. CONTRACTOR SHALL SUBMIT PROOFS FOR CITY OF REDMOND TRAFFIC OPERATIONS APPROVAL.

**CONTRACTOR SHALL REMOVE FLAGS AFTER ACTIVATION OF TRAFFIC SIGNAL.

CUSTOM (30"x42") (S3)

LEFT TURN YIELD ON FLASHING YELLOW

BACKGROUND:	WHITE
BORDER:	BLACK
OUTER BORDER:	WHITE
LETTERS/SYMBOLS:	BLACK
ARROW:	YELLOW

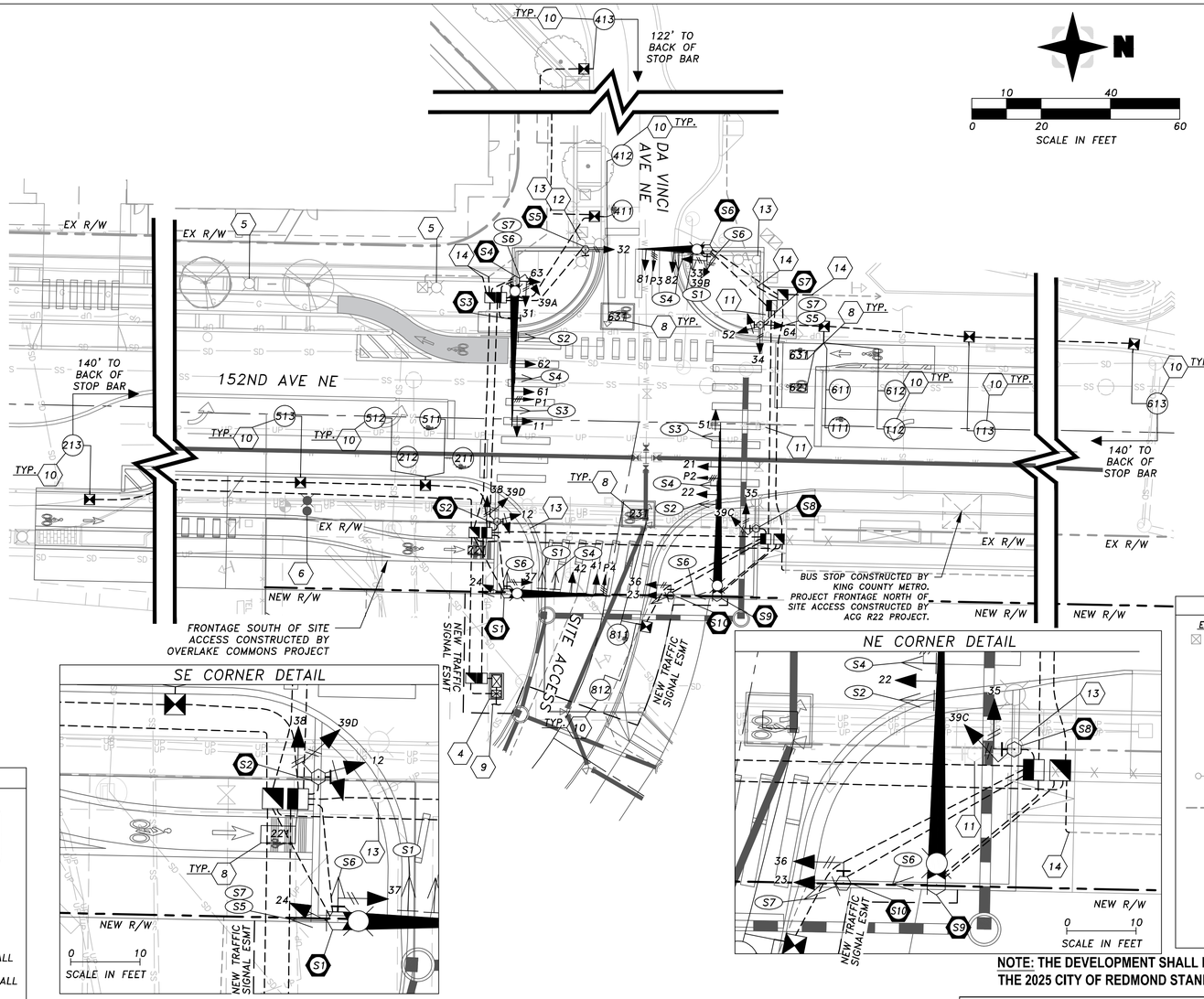
TEXT STYLE SHALL MATCH MUTCD SIGN R10-12

NO TURN ON RED — (S4) NEW** R10-11 (30"X36")

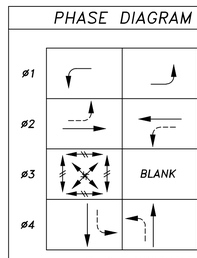
BICYCLE DETECTED (8"x8") WHEN ILLUMINATED — (S5) NEW CUSTOM SIGN

ALL WAY WALK — (S6) NEW** CUSTOM SIGN

TO REQUEST GREEN WAIT ON — (S7) NEW R10-22 (12"X18")



PHASE DIAGRAM



SIGNAL & ILLUMINATION LEGEND

EXIST.	NEW	DESCRIPTION
☒ ☐ ◫	◪ ◧	JUNCTION BOX TYPE 1,2,8
	→	VEHICLE SIGNAL HEAD
	→	PEDESTRIAN SIGNAL HEAD
		SIGNAL POLE TYPE III
○	⬡	SIGNAL POLE TYPE I,PS,FB
	⊢	MAST ARM MOUNTED SIGN
	⇢	EMERGENCY PRE-EMPTION DETECTOR
○	●	ROADWAY LIGHT STANDARD
○		PEDESTRIAN LIGHT STANDARD
		CONDUIT
	○	VEHICLE DETECTION LOOP
	☒	CONTROLLER CABINET
	☒	SERVICE CABINET
	⬡	CONSTRUCTION NOTE
	⬢	SIGNAL POLE/ILLUMINATION POLE NUMBER
	△	WIRE NOTE

NOTES:

- CONTRACTOR SHALL INSTALL POST-MOUNTED W23-2 MOD "NEW SIGNAL AHEAD" SIGN WITH ORANGE FLAGS FOR EACH APPROACH OF THE INTERSECTION PRIOR TO ACTIVATION OF TRAFFIC SIGNAL. CONTRACTOR SHALL REMOVE SIGNS 90 DAYS AFTER ACTIVATION OF TRAFFIC SIGNAL.
- THIS TRAFFIC SIGNAL PLAN IS PROVIDED FOR REFERENCE ONLY. THE TRAFFIC SIGNAL MAY BE CONSTRUCTED BY EITHER THE OVERLAKE COMMONS PROJECTS OR THE ACG R22 PROJECT, DEPENDING ON THE TIMING FOR EACH PROJECT. IT IS EXPECTED THAT THE FIRST PROJECT TO MOVE FORWARD WILL BE RESPONSIBLE FOR CONSTRUCTING THE TRAFFIC SIGNAL. COST SHARING FOR THE TRAFFIC SIGNAL WILL BE ADDRESSED BY PRIVATE AGREEMENT BETWEEN OVERLAKE COMMONS AND ACG R22.

NOTE: THE DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2025 CITY OF REDMOND STANDARD SPECIFICATIONS AND DETAILS

NO.	DATE	BY	CHD.	APPR.	REVISION
5	11/13/25	SSO	GMD	CTB	CYCLE #3 SPE PERMIT CORRECTIONS
4	10/20/25	SSO	GMD	CTB	50% DD SUBMITTAL
3	09/29/25	SSO	GMD	CTB	CYCLE #2 SPE PERMIT CORRECTIONS
2	07/25/25	SSO	GMD	CTB	CYCLE #1 SPE PERMIT CORRECTIONS
1	02/19/25	BVL	GMD	CTB	SPE SUBMITTAL

DRAWN BY: DAG/BL | DESIGNED BY: SSO
CHECKED BY: GMD | APPROVED BY: CTB
DATE: 11/13/25
JOB No. : TENW 2024-305
SCALE:

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

TENW
520 KIRKLAND WAY, SUITE 100, KIRKLAND, WA. 98033
GLEN DUBREUIL, PRINCIPAL
DUBREUIL@TENW.COM | 206-295-6776

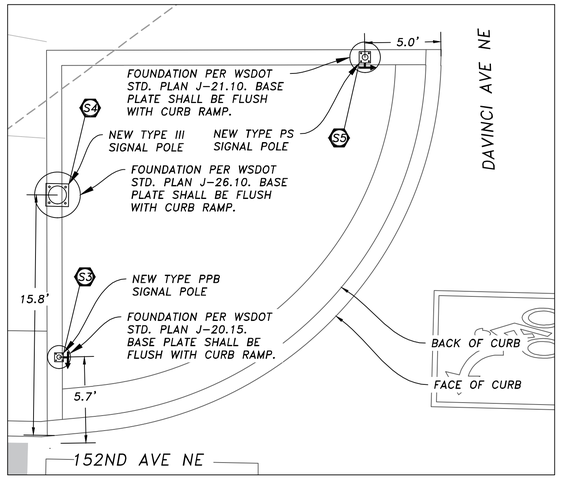
TRAFFIC SIGNAL PLAN

SHEET
EXH-4

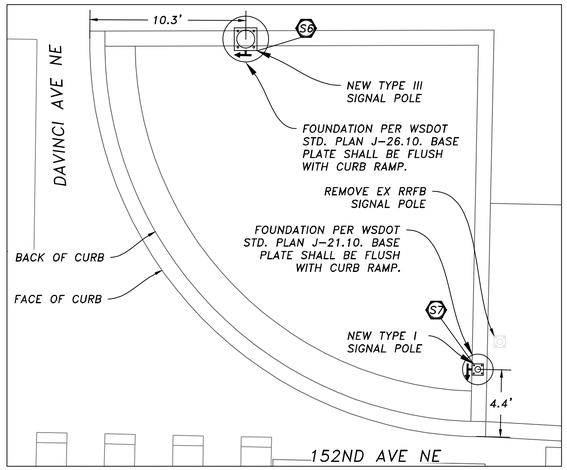
SIGNAL GENERAL NOTES

1. THE LOCATION OF ALL CONDUIT, JUNCTION BOXES, AND CABINETS SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY AND FINAL LOCATIONS SHALL BE DETERMINED BY THE ENGINEER OR CITY INSPECTOR.
2. ALL TRAFFIC SIGNAL AND PEDESTRIAN HEADS AND PUSH BUTTONS SHALL BE SECURELY AND COMPLETELY COVERED WHILE SIGNAL IS NOT IN OPERATION.
3. JUNCTION BOXES SHALL BE PLACED OUTSIDE OF PAVEMENT SURFACE AND WHEELCHAIR RAMPS UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER.
4. ALL WORK SHALL BE IN ACCORDANCE WITH CITY OF REDMOND STANDARDS AND SPECIFICATIONS.
5. THE LOCATIONS OF FEATURES SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR AS NECESSARY.
6. THE CONTRACTOR SHALL SUBMIT A REQUEST TO THE INSPECTOR FOR MATERIALS APPROVAL PRIOR TO PROCURING ANY MATERIALS AT THE EARLIEST POSSIBLE DATE. MATERIALS THAT HAVE NOT BEEN APPROVED BY THE CITY OF REDMOND SHALL NOT BE ALLOWED ON THE PROJECT SITE.
7. ALL WORK SHALL BE CONSISTENT WITH UTILITY AGENCY REQUIREMENTS. THE CONTRACTOR SHALL CONTACT ALL PERTINENT UTILITY AGENCIES 48 HOURS BEFORE COMMENCING WORK, AND SHALL COORDINATE WITH AFFECTED UTILITY AGENCIES THROUGHOUT THE PROJECT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY THE AFFECTED UTILITY COMPANY AND THE CITY OF REDMOND IMMEDIATELY UPON DAMAGE.
9. THE CURRENT EDITION OF THE CITY OF REDMOND STANDARD SPECIFICATIONS AND DETAILS SHALL BE CONSIDERED PART OF THIS CONTRACT. THIS DOCUMENT CAN BE FOUND AT: HTTPS//WWW.REDMOND.GOV/709/STANDARD-SPECIFICATIONS-DETAILS.
10. EXISTING FEATURES TO REMAIN UNLESS OTHERWISE NOTED.
11. ALL CONDUCTORS FOR SIGNAL HEADS, LOOPS, PEDESTRIAN HEADS, PUSHBUTTONS, AND STREET LIGHTS SHALL BE LABELED IN EACH JUNCTION BOX.
12. PRESERVE AND PROTECT EXISTING TRAFFIC LOOPS UNLESS OTHERWISE INDICATED.
13. INSTALL A DETECTABLE PULL WIRE IN ALL NEW SPARE CONDUIT
14. ALL NEW TRAFFIC SIGNAL POLE AND ILLUMINATION POLE FOUNDATION LOCATIONS SHALL BE APPROVED BY THE ENGINEER PRIOR TO EXCAVATION. FOR TRAFFIC SIGNAL POLE FOUNDATIONS, THE CONTRACTOR SHALL CHECK FOR MINIMUM OVERHEAD CLEARANCE OF 16'8" FOR ALL SIGNAL HEADS ABOVE THE STREET PRIOR TO POURING OF FOUNDATION.
15. THE CONTRACTOR SHALL CONFIRM THAT 10 FEET MINIMUM CIRCUMFERENTIAL CLEARANCE IS PROVIDED BETWEEN LUMINAIRE POLES AND OVERHEAD POWER LINES. IF A CONFLICT IS DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO FOUNDATION INSTALLATION.
16. SIGNAL AND ILLUMINATION CONDUIT SHALL BE PLACED IN THE SAME TRENCH AS OTHER UTILITIES WHERE POSSIBLE. THE JUNCTION BOX AND CONDUIT LOCATIONS SHOWN ARE APPROXIMATE.
17. ALL JUNCTION BOXES SHALL HAVE A LOCKING LID PER WSDOT STANDARD PLANS J-40.10 AND J-40.30. INSTALL SLIP-RESISTANT LID ON ALL JUNCTION BOXES LOCATED WITHIN THE SIDEWALK. ALL JUNCTION BOXES IN LANDSCAPING SHALL INCLUDE A CONCRETE COLLAR PER CITY OF REDMOND DETAIL 464.
18. TEMPORARY INTERSECTION DETECTION CAMERAS SHALL BE INSTALLED AND BE OPERATIONAL PRIOR TO DISCONNECTING EXISTING LOOPS.

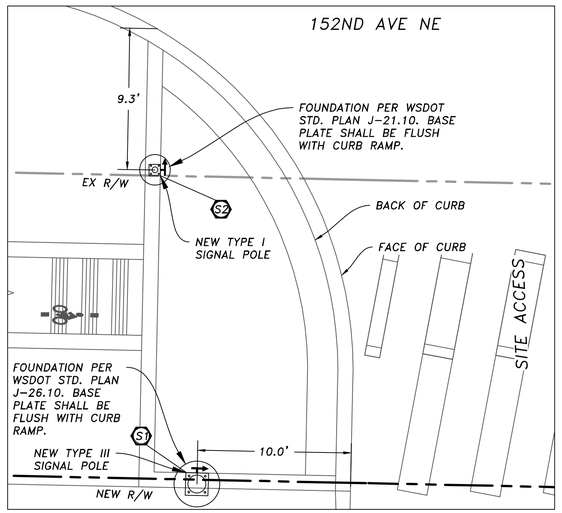
NOTE:
PROJECT SIGNAL CONTRACTOR SHALL COORDINATE WITH THE PROJECT CONCRETE CONTRACTOR TO ENSURE RELATIONSHIPS/DIMENSIONS BETWEEN SIGNAL POLES AND CURB RAMPS ARE MAINTAINED.



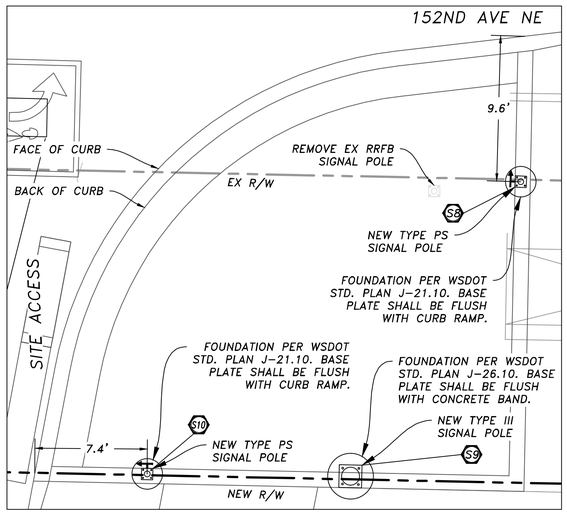
INTERSECTION DAVINCI AVE NE & 152ND AVE NE
SW QUADRANT DETAIL
SCALE: 1"=5'



INTERSECTION DAVINCI AVE NE & 152ND AVE NE
NW QUADRANT DETAIL
SCALE: 1"=5'



INTERSECTION DAVINCI AVE NE & 152ND AVE NE
SE QUADRANT DETAIL
SCALE: 1"=5'



INTERSECTION DAVINCI AVE NE & 152ND AVE NE
NE QUADRANT DETAIL
SCALE: 1"=5'

N

NOTE: THE DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2025 CITY OF REDMOND STANDARD SPECIFICATIONS AND DETAILS

NO.	DATE	BY	CHD.	APPR.	REVISION
5	11/13/25	SSO	GMD	CTB	CYCLE #3 SPE PERMIT CORRECTIONS
4	10/20/25	SSO	GMD	CTB	50% DD SUBMITTAL
3	09/29/25	SSO	GMD	CTB	CYCLE #2 SPE PERMIT CORRECTIONS
2	07/25/25	SSO	GMD	CTB	CYCLE #1 SPE PERMIT CORRECTIONS
1	02/19/25	BVL	GMD	CTB	SPE SUBMITTAL

DRAWN BY: DAG/BL | DESIGNED BY: SSO
CHECKED BY: GMD | APPROVED BY: CTB
DATE: 11/13/25
J O B No. : TENW 2024-305

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

SCALE:

TENW
520 KIRKLAND WAY, SUITE 100, KIRKLAND, WA, 98033
GLEN DUBREUIL, PRINCIPAL
DUBREUIL@TENW.COM | 206-295-6776

TRAFFIC SIGNAL POLE PLACEMENT DETAILS

SHEET
EXH-5

Exhibit C

Memorandum of Agreement

DRAFT

Return Address:

ACG Development, Inc.
15 Lake Bellevue Drive, Suite 200
Bellevue, Washington 98005

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)
Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in) MEMORANDUM OF AGREEMENT
Reference Number(s) of Documents assigned or released: [INSERT] Additional reference #'s on page _____ of document
Grantor(s) Exactly as name(s) appear on document City of Redmond, a Washington municipal corporation Additional names on page _____ of document
Grantee(s) Exactly as name(s) appear on document [INSERT] Additional names on page _____ of document
Legal Description (abbreviated: i.e., lot, block, plat or section, township, range) LOT 1, OF CITY OF REDMOND SHORT PLAT NO. SS-82-2R AS RECORDED NOVEMBER 3, 1988 UNDER KING COUNTY RECORDING NO. 8811030192, BEING A REVISION OF KING COUNTY SHORT PLAT NO. SS-82-2 AS RECORDED FEBRUARY 19, 1982 UNDER KING COUNTY RECORDING NO. 8202190622, IN KING COUNTY, WASHINGTON; EXCEPTING THEREFROM THAT PORTION OF LOT 1 CONVEYED TO THE CITY OF REDMOND BY INSTRUMENT RECORDED FEBRUARY 24, 1983 UNDER RECORDING NO. 8302240792; ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND, A WASHINGTON MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR 152ND AVENUE N.E. BY DEED RECORDED JULY 31, 2008 UNDER RECORDING NO. 20080731001810; ALSO EXCEPT THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND FOR NORTHEAST 131ST STREET BY DEED RECORDED JULY 02, 2019 UNDER RECORDING NO. 20190702001341.
Assessor's Property Tax Parcel / Account Number 0673100010
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("**Memorandum**") is entered into by and between the City of Redmond ("**City**"), a Washington municipal corporation, and [Owner Entity] ("**Owner**").

1. Owner and the City have entered into a Development Agreement pursuant to RCW 36.70B.170-210 (the "**Development Agreement**") pursuant to Resolution No. [insert].

2. The Development Agreement applies to property owned by Owner legally described in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Property**").

3. The Development Agreement is valid for a term of ten (10) years with the option to extend for an additional five (5) years, for a total possible term of fifteen (15) years.

4. The Development Agreement, as recorded by this Memorandum, shall run with the land. In the event of transfer of ownership of all or any portion of the Property, the benefits accruing to, and the obligations placed upon the Owner under the Development Agreement shall run with the land and title to the Property and inure to the benefit of, and be binding upon, each person having any right or title or other legal interest in the Property with respect to that party's interest in the Property. The Development Agreement shall be deemed to create privity of contract and estate with and among all persons and entities acquiring any interest in the Property during the term of the Development Agreement.

5. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Development Agreement, the provisions of which shall in all instances prevail.

6. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document.

In WITNESS WHEREOF, THIS AGREEMENT has been entered into by the City and Owner on the dates set forth below.

[Add signature blocks]

Exhibit A

Legal Description of Property

The Property referred to herein below is situated in the County of King, State of Washington, and is described as follows:

LOT 1, OF CITY OF REDMOND SHORT PLAT NO. SS-82-2R AS RECORDED NOVEMBER 3, 1988 UNDER KING COUNTY RECORDING NO. 8811030192, BEING A REVISION OF KING COUNTY SHORT PLAT NO. SS-82-2 AS RECORDED FEBRUARY 19, 1982 UNDER KING COUNTY RECORDING NO. 8202190622, IN KING COUNTY, WASHINGTON;

EXCEPTING THEREFROM THAT PORTION OF LOT 1 CONVEYED TO THE CITY OF REDMOND BY INSTRUMENT RECORDED FEBRUARY 24, 1983 UNDER RECORDING NO. 8302240792; ALSO

DRAFT

EXCEPTING THEREFROM THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND, A WASHINGTON MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR 152ND AVENUE N.E. BY DEED RECORDED JULY 31, 2008 UNDER RECORDING NO. 20080731001810; ALSO

EXCEPT THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND FOR NORTHEAST 131ST STREET BY DEED RECORDED JULY 02, 2019 UNDER RECORDING NO. 20190702001341.

Memorandum

Date: 2/3/2026
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-067
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Public Works	Amanda Balzer	Policy and Planning Advisor
Public Works	Aaron Moldver	Environmental Programs Manager
Public Works	Ernie Fix	Operations Manager
Public Works	Chris Stenger	Deputy Director

TITLE:
State of the Utilities and Investment Drivers

OVERVIEW STATEMENT:
Utilities locally, regionally, and across the nation are at risk due to aging infrastructure, increasing regulatory requirements, and rising operational costs. Public Works maintains a combined utility asset inventory with a replacement value of roughly $4 billion dollars. As the city ages and the early infrastructure starts to reach the end of the life, Public Works needs to focus on strategic planning for generational investments to continue delivering reliable services at a good value. Public Works is collaborating with Finance to provide Council context for utility investment needs in alignment with the utility rate study and biennial budget process. The March 3rd staff report will provide a high-level overview of the state of the utilities and investment drivers. Presentations in Q2 2026 will provide a deeper dive by utility ahead of budget decisions.

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

REQUESTED ACTION:

☒ **Receive Information** ☐ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Water System Plan, Wastewater System Plan, and future Stormwater and Surface Water System Plan
- **Required:**
  N/A
- **Council Request:**

N/A

- **Other Key Facts:**
  - Water Demand - On average 7 million gallons per day (MGD) is supplied to Redmond residences and business annually.
  - Stormwater Management - Approximately 11 billion gallons of rainfall land within City of Redmond and needs to be managed to prevent flooding and protect stream health.
  - Wastewater Collection - On average 6 MGD of wastewater is collected and conveyed out of the city annually.

OUTCOMES:
Receive information on state of the utilities and investment drivers to ensure reliable service delivery for generations to come.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
0000268, 0000267, 0000266, and 0000262

Budget Priority:
Healthy and Sustainable

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

Funding source(s):
Utility investments are funded by utility rates and connection charges

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/3/2026	Business Meeting	Receive Information
4/14/2026	Study Session	Receive Information
5/12/2026	Study Session	Receive Information

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:
N/A

ATTACHMENTS:
Attachment A: Utility Investments Presentation Series Schedule

Attachment A: Utility Investments Presentation Series

Timeline	Format	Topic	Key Information
January	Memo only to Council	Cascade Water Alliance 2025 highlights	New contract, Cascade Supply Program, Pipeline project
February	Memo only to Council	Regional Rate Summit	Regional rates increase due to aging assets, regulatory requirements.
Feb 24, 2026	Study Session	CIP Funding Strategy (FIN)	
Mar 3, 2026	Business Meeting (Staff Report)	State of Utility Systems and Investment Drivers	Aging assets, regulatory compliance and capacity constraints driving investments.
MAR 10, 2026	Study Session	Utility Cost of Service (FIN)	Preliminary findings of Cost-of-Service Analysis as part of the Utility Rate Study.
MAR 24, 2026	Study Session	Dept Budget Overview (Planning and PW)	Baseline budgets, programs, metric targets.
April 14, 2026	Study Session	Positioning the Water Utility for Long-Term System Reliability	Deeper dive into aging system, impacts of regulatory requirements, modernization and staff constraints.
May 12, 2026	Study Session	Positioning the Wastewater and Stormwater Utility for Long-Term Reliability	Deeper dive into aging system, impacts of regulatory requirements, modernization and staff constraints.
JUN 9, 2026	Study Session	Utility Rate Design Update (FIN)	
JULY 28, 2026	Study Session	Utility Rate Study (FIN)	
OCT 6, 2026	Study Session	Preliminary Biennial Budget Presented (FIN)	

PW Memos– supplemental to utility rates discussion
Finance presentations - utility budget
PW presentations - utility strategic investments

Memorandum

Date: 2/3/2026
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-028
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Public Works	Steve Gibbs	Division Manager
Public Works	Brandon Buehler	Acting Deputy Director
Public Works	Shailee Jain	Project Manger
Public Works	Aaron Noble	Project Manager

TITLE:
Evans Creek Relocation Project Update

OVERVIEW STATEMENT:
As per Council request, this report provides an update to Council on the anticipated costs, regulatory status, risks and schedule of the Evans Creek Relocation Project

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

REQUESTED ACTION:

☐ **Receive Information** ☒ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Healthy and Sustainable
- **Required:**
  N/A
- **Council Request:**
  October 14, 2025
- **Other Key Facts:**
  N/A

OUTCOMES:

N/A

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
N/A

Budget Priority:
N/A

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

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/14/2025	Study Session	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action

2/17/2026	Business Meeting	Receive Information

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:
N/A

ATTACHMENTS:
Attachment A: Presentation

Evan Creek Relocation Project – Status Update

Presented by:
Aaron Bert
Director, Public Works

Redmond
WASHINGTON

Project Goals

- **Improves salmon habitat**

  by relocating a section of the creek, creating better rearing areas for juvenile Chinook in the Bear Creek and Sammamish River watersheds

- **Restores natural wetlands**

  by reconnecting the channel to the floodplain, removing invasive plants, and planting native vegetation.

- **Enhances community recreation**

  with two new pedestrian bridges that support future westward expansion of the Evans Creek regional trail.

- **Advances regional salmon recovery goals**

  outlined in the WRIA 8 Chinook Conservation Plan, with strong support from King County.

Project Overview

Project Timeline

- **2009 -** Project Start, Extensive Alternatives Analyses
- **2019 –** Ongoing project design and outreach to adjacent property owners
- **2020 –** Completed Stream and Wetland Delineation Report and Biological Assessment
- **2021 –** Completed permitting actions, including federal and state joint application (JARPA) and State Environmental Policy Act (SEPA) Determination of Non-Significance. Began King County permitting process
- **2027** – Construction (relies on favorable negotiations and collaboration with King County)

Permitting and County Discussions

- Applied for King County Clear and Grade Permit – Winter 2021
- Submitted King County Floodplain Permit – Spring 2023
- Submitted Conditional Letter of Map Revision (CLOMR) to FEMA – 2024
- Submitted Variance Request for Bridge Freeboard to County – Summer 2025
- Operations and Maintenance Agreement (discussed on next slide) is also under County review

Operations & Maintenance Agreement

Why an Agreement Is Required

King County is requiring a formal agreement because transferring a floodway from the City of Redmond jurisdiction to County jurisdiction is unprecedented. As a result, the County is seeking indemnification from the City for any current and future risks associated with the project.

Fundamental Differences in Risk Assessment

There is a core disagreement between the City and County regarding the level and nature of risk. The City considers potential flooding and erosion risks, as well as their associated public safety impacts, to be low. The County has a more conservative risk assessment and does not share this conclusion.

Different Views on Project Nature

The City views the project as a dynamic natural systems project that will evolve over time. The County views the project as a man-made intervention and applies a higher standard of long-term liability.

Current Status of Agreement Review

Two rounds of review have occurred between City and County staff, including legal review by both agencies. The agreement is currently under review by the County.

Leadership Coordination

County directors and the City Public Works Director have been coordinating regularly, with the most recent meeting held on January 13.

Approval and Permitting Timeline

If City and County staff reach agreement, the agreement must be approved by the County Council, a process that typically takes 6–9 months. County permits cannot be issued until County Council approval is complete.

Efforts to Accelerate the Process

The Mayor is working directly with the County Executive to explore options to fast-track the approval process.

Anticipated Cost and Timeline Increase

- Cost increase
  - Anticipated current cost overrun of $3M.
  - Escalatory costs are estimated at $550,000 to $1,000,000 per year of delay
    - Inflation; tariffs; additional design and permitting costs
- Potential Additional Funding Opportunities
  - King County Flood Control District – Sub-Regional Opportunity Funds (non-competitive)
    - Approximately $1M available to apply to project through reimbursement.
  - King Conservation District – Member Jurisdiction Funds (non-competitive)
    - Approximately $500,000 available to apply to project through reimbursement
  - King County Flood Control District – CIP
    - Request funding to be added from the Flood Control District CIP, similar to the 10,000-Avondale project
- Timeline
  - If the O&M agreement can be resolved, the earliest construction start would be in 2027
  - Critical Path
    - O&M Staff Agreement (1 month)
    - O&M Council Approval (6-9 months)
    - FEMA Processing (3-6 months)
    - Clear and Grade Permit + Flood Permit
    - Bid, Award and Begin Construction

Thank You

Any Questions?

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

BID RESPONSE

Responding To:

Bid/Project Number: RFP 10885-25

Bid/Project Title: Business District Feasibility and Fromation

Closing Date: 12/8/2025 at 2:00pm PST

Submitted By:

Name of Company Submitting Response:
Uncommon Bridges

Printed Name of Person Submitting Response:
Noel Frame

Email:
noel@uncommonbridges.com

Signature of Person Submitting Response: Signed by: Noel Frame A392F9FC52A24D8...

Date:
12/8/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal

Attach all pages of your response here

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

December 8, 2025

Business District Feasibility Formation

Proposal for: City of Redmond

Dear Selection Committee Members,

Uncommon Bridges is a leader in urban place management. We specialize in supporting the creation, expansion, evaluation, and reauthorization of assessment districts. We are experts in building consensus and unlikely coalitions, communicating complex information, demonstrating leading ideas, and shaping organizations. We have a track record of leading difficult negotiations to consensus for assessment districts.

We are enthusiastic about supporting the City of Redmond in evaluating the feasibility and forming three new business districts that will strengthen business vitality, placemaking, and tourism. We are familiar with the City of Redmond from our work leading a study in 2023 on Racial Equity, Anti-Displacement Policies, and Middle Housing. We also participated in several regional trips with the mayor, sponsored by the Seattle Metropolitan Chamber of Commerce. We are currently analyzing the success of the Tourism Protection Area for Experience Redmond as part of a research report for the legislature on Washington Destination Marketing Organizations.

Our team has helped cities like Everett, Seattle, Tacoma, Olympia, and Portland to create, develop, and update their management plans to align with evolving needs, develop expanded and sustainable funding mechanisms, and negotiate the expansion of services. We have expertise in potential assessee engagement, iterative planning, data analytics, and legal and technical advice. Our services include consensus building around BID concepts, technical proposal development, direct ratepayer engagement, legislation, and public testimony.

Since 1985, our firm's founding partner, Brian Scott, has helped form, expand, or renew over 50 assessment districts across the country in 17 states. As Partner in Charge for this project, he will focus on leading the engagement of Redmond stakeholders to ensure successful BID adoption. Jacqueline Robinette will serve as Project Director, building on her years of experience facilitating strategic planning and BID formation.

It would be our pleasure to collaborate with the City of Redmond on this important project to realize the goals outlined in your Economic Development Strategic Plan and Tourism Strategic Plan to foster thriving cultural and economic business districts within your city. Please don't hesitate to contact me with any questions.

Best regards,

Noel Frame

Noel Frame
Managing Partner

Our Team Expertise

The Uncommon Bridges Team brings expertise in ratepayer engagement, iterative planning, data analytics, and legal and technical advice. We offer:

- Top-tier national expertise in BID formation, renewal, and expansion
- Deep knowledge and relationships of the region
- Outstanding data analytics, mapping, and visualization
- Hands-on experience of taking BIDs from ideas to mature organizations
- Direct, on-site, strategic engagement with City staff and stakeholders.

Proposer Information
Uncommon Bridges, Inc.
Legal Status: S-Corporation (inc. 2009)
State Of Incorporation: Washington
1932 1st Avenue, Suite 814
Seattle, Washington 98101
Uncommonbridges.com

Brian Scott, Founding Partner
Brian@uncommonbridges.com
1-949-230-9130

Noel Frame, Managing Partner,
Noel@uncommonbridges.com
360-241-6635

If appointed to lead this project, our firm will obtain a City of Redmond business license.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

EXECUTIVE SUMMARY & OVERALL APPROACH

Uncommon Bridges is a leader in business district revitalization, especially in forming, renewing, and expanding business improvement districts (BIDs). With more than 40 years of business district experience, Uncommon Bridges' founding partner, Brian Scott, helped write Oregon's enabling legislation for BIDs and led the effort to revise the state law twice to improve operations for local business districts. Since then, our firm has supported numerous communities nationwide in creating, managing, modifying, and renewing their BIDs. In addition, Uncommon Bridges has worked for City governments and BIDs in these efforts. Services include consensus building around BID concepts, technical proposal development, direct ratepayer engagement, legislation, and public testimony.

Project Understanding

The City of Redmond is seeking consulting support to explore feasibility in forming and sustaining business districts in Redmond's centers of Downtown, Overlake, and Marymoor. The City's Request for Proposals describes two project phases, with Phase 1 including Research and Education (mostly internal to the City), Stakeholder Engagement and Visioning in the business districts, and preliminary analyses of organizational missions and budgets. Phase 1 involves producing a report on the opportunities and challenges of business district formation, including risk analysis and policy considerations. Additionally, a report will be compiled on the interest, feasibility, and timeline for district organization formation, as well as recommendations on readiness for district formation in each of the three districts. Phase 2 is focused on organizational development and the formation of one or more Business Improvement Districts. The City envisions Phase 1 to occur from February to May 2026 and Phase 2 from May to December 2026. The budget limit for the project is $130,000, with $50,000 for Phase 1 and $80,000 for Phase 2.

Uncommon Bridges is uniquely qualified for this effort, with many dozen similar projects in the Puget Sound, across Washington, and throughout the country. We are deeply versed in Washington state law and have extensive local experience in the Puget Sound region, including in Redmond. We are also deeply committed to staying current on national best practices and innovative approaches, so that we can continuously improve our work and deliver the best value to the communities we serve. To that end, we are highly engaged in the International Downtown Association, where the personnel proposed for this project are both respected leaders and active learners of lessons from across the place management industry. Partner-in-Charge Brian Scott has been an active IDA member since 1985 and served on the board of directors twice (12 years total). Firm Partner Ishmael Nuñez is currently a member of the IDA board. Project Director Jacqueline Robinette is an IDA Education Committee member and a regular presenter at IDA conferences on fundraising, strategic planning, and district formation.

A Note on Timing

We are delighted to undertake this effort, and the City's budget is sufficient to complete one or more districts (possibly all three). We also think the February-May timeline for Phase 1 is reasonable for internal research and education, as well as engagement, visioning, and conceptual planning and budgeting in three districts. In our experience, however, the timeframe of May to December for district formation is very ambitious. This is not a limitation on consulting capacity to complete the technical requirements, but rather the time-consuming nature of stakeholder engagement, iterative planning, and building support for potential ratepayers to support the formation of the Business Improvement District as it moves through the City Council process. We typically recommend a year as the minimum timeframe, and that is when the district organizations are well-prepared and have solid local reputations. For example, the formation of the Ballard BIA took two years, the SODO BIA took one year, and the formation of the Tacoma Hilltop neighborhood BIA, which we are currently working on, has taken more than two years. It often takes as long as two years to build support when local districts require organizational development work. From our conversations with City of Redmond staff, it appears that the Downtown, Overlake, and Marymoor organizations may need this.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

The approach, methodology, timeline, and budget that follow are based on our extensive experience with exactly this kind of work locally and nationally, but we expect to negotiate the details with the City before work begins so that we can deliver exactly what the City needs in an appropriate timeframe.

Approach

We will begin with internal grounding on how city departments can benefit from business district organizing in Redmond. This means internal research and education through materials and presentations on different structures for business district organizations, with programming provided, lessons from other cities, connections to the Washington (and national) Main Street Program, creative districts, and other similar efforts, technical and legislative processes, as well as needed city systems to support business districts. We have both a long history and current work exactly like this in Seattle, Tacoma, Everett, Portland, Eugene, and other cities.

In our experience with specific districts, successful assessment district formation requires iterative planning between project leaders and ratepayers to flesh out scenarios and vet them with ratepayers and thought leaders for input. We then respond with revisions and refinement, and further vetting until a plan emerges that has strong ratepayer and City support.

The overarching questions in BIDs are: What do you intend to do? Where do you intend to do it? How much will it cost? And, how will the work be accomplished? This involves defining a scope of services and programs that align with property owner priorities and the needs of stakeholders to create a District Management Plan that balances the needs of ratepayer, the City, and the community, while ensuring reasonable funding. It is also important to differentiate proposed services from those that are (or should be) provided by the City, which often includes a formal agreement between the City and the place management entity that will be funded by the assessment. This agreement outlines who is responsible for which services, at what level, and what remedies are available if services fall short.

The objective is to detail a set of services that will provide sufficient benefits, at a reasonable cost, so that ratepayers are willing to support the proposal. Once a draft proposal has been sufficiently vetted with ratepayers to determine adequate support, it is time to circulate a petition for ratepayer signatures, initiate a petition drive, and go through the City Council approval process.

Elements of Uncommon Bridges proven approach to business improvement district formation:

Key Property and Business Owner Engagement: Early engagement and one-on-one interviews with key property and business owners are critical for BID formation. This engagement presents an opportunity to identify influential property and business owners, understand must-haves and deal breakers, and recognize the critical issues for those with a large stake in the business district. This process helps us to consider feasible options, build trust, and design BID recommendations that can be successfully marketed and implemented.

Technical Analysis: Determining the specifics of a BID structure is both technical and political. It requires analysis of county assessor data, projecting likely growth, and navigating the political nuances of various assessment options. Much of our work is at the junction of technical analysis and human facilitation among stakeholders to ensure the support of the proposed district.

Iterative Planning: Business Improvement Districts are funding mechanisms that allow property owners and tenants in a specifically-defined area to pool their resources to support services for their mutual benefit. Getting them passed requires agreement among prospective ratepayers about what services they are willing to fund at what level. Uncommon Bridges specializes in an iterative process aimed at building consensus.

Legislative Process: Washington State has a specific process by which city councils consider and authorize district formation. Most cities in Washington require a demonstration of ratepayer support (usually a petition signed by a majority of ratepayers), as well as specific ordinance language about boundaries, assessment mechanisms, services, budgets, and

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

governance, as well as a formal process of City Council review and public testimony. Uncommon Bridges has prepared each of these elements in line with the Revised Codes of Washington (Chapter 35.87A) and local requirements.

Our Consensus-Driven Approach

- **Substantive Facilitation:** Uncommon Bridges is known for dynamic and substantive facilitation that guides the group toward a working consensus that everyone can accept. We develop real-time graphic displays, allowing everyone to know that they have been heard and helping the group build a common understanding of the current consensus and the next steps.
- **Individual Engagement:** In between meetings, we engage individual stakeholders in a safe environment for private discussion to identify individual must-haves and deal breakers, test tolerances for actions, and design upcoming group sessions. We encourage stakeholders to candidly express their thoughts and ask questions to build trust and ensure that group discussions address the most important issues.
- **Working Consensus:** We believe in outcome-driven consensus. This means that everyone has an opportunity to contribute, and a result emerges that everyone can accept. Tangible outcomes at every meeting keep people interested and engaged during the process and help participants build a sense of ownership over the final product. This, in turn, ensures that communication about outcomes begins immediately and continues into collaborative action.

Stakeholders from Capitol Hill discuss new business districts at a convening with the Office of Economic Development in the City of Seattle.

QUALIFICATIONS

		Assess & Prioritize					Engage					Plan			Approve			
		Steering Committee	Needs Assessment	Compliance & Best Practices	Organizational Capacity	Strategic Planning	Outreach Strategy & Messagi	Survey	Key Ratepayer Outreach	Major University Adjacent	Public Meeting(s)	Ratepayer Work Group	Property Data Analysis	Assessment Methodology	Petitioning Support	Public Hearing	Council Process	Approved
Assessment District Formation	Ballard BIA (Seattle)	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	◆
	SODO BIA (Seattle)	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	◆
	Seattle Waterfront LID						◆		◆		◆	◆	◆	◆		◆	◆	◆
	Downtown Rochester BID (New York)						◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
	Tacoma Hilltop BIA (Washington)	◆	◆		◆		◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	
	Vancouver Tower Mall BID (WA)						◆		◆									◆
	Downtown Indy Inc. (Indiana)	◆	◆	◆	◆	◆	◆		◆			◆		◆			◆	◆
	Seattle Manufacturing & Maritime Improvement Area	◆	◆	◆	◆	◆	◆		◆									
	Telegraph BID (Berkeley, CA)	◆	◆	◆	◆	◆	◆		◆		◆	◆	◆	◆	◆	◆	◆	
Assessment District Renew / Expand	Pioneer Square BIA (Seattle)	◆	◆	◆	◆		◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	◆
	Broadway BIA (Seattle)		◆	◆	◆		◆	◆	◆		◆	◆	◆	◆				◆
	Chinatown-International District BIA (Seattle)	◆	◆	◆	◆				◆		◆	◆	◆	◆				
	Downtown Everett BIA (WA)						◆		◆		◆	◆	◆	◆	◆	◆	◆	◆
	Eugene Downtown Services (Oregon)		◆	◆	◆		◆		◆	◆								
	U District Partnership (Seattle)	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
	Oakland (Pittsburgh)	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆				◆
	Downtown Seattle/MID	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	◆
	Iowa City Downtown District (Iowa)	◆	◆	◆	◆	◆				◆				◆				
	Coeur d'Alene (Idaho)	◆	◆		◆	◆	◆		◆			◆	◆	◆				
City Program	City of Seattle BIA Assistance Program		◆	◆	◆	◆	◆		◆		◆	◆	◆	◆				
	Portland Enhanced Services District Recommendations (Oregon)		◆	◆	◆					◆								
	Spokane BID Evaluation (Washington)		◆	◆	◆				◆		◆		◆	◆				

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

MORE THAN CLEANING STREETS: THE COMPREHENSIVE IMPACT OF DOWNTOWN SEATTLE'S MID

CASE STUDY: METROPOLITAN IMPROVEMENT DISTRICT RENEWAL

In 1999 the Downtown community came together under the leadership of the Downtown Seattle Association (DSA) to form the Metropolitan Improvement District (MID). With support and funding from commercial and residential property owners within the MID boundaries, DSA provides an array of services to ensure a clean, safe and welcoming downtown for all. The downtown MID ratepayers and community members came together again in 2013 to request the City to renew the MID and it was renewed again in 2023.

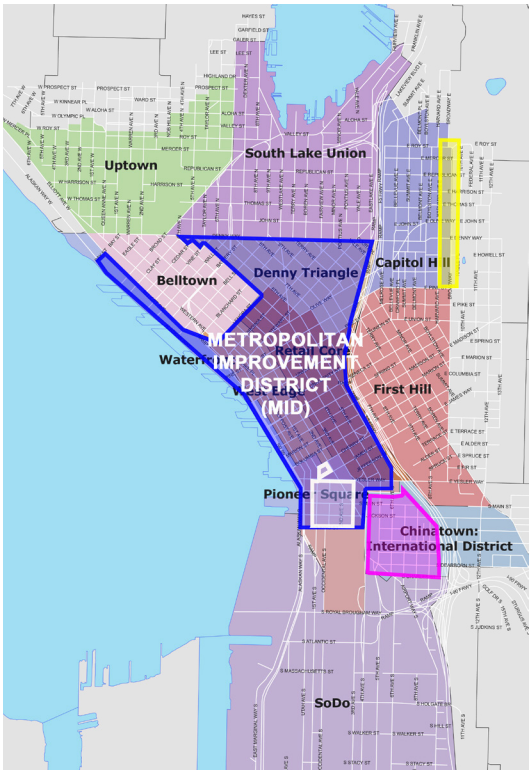
As required by the City MID ordinance, a diverse advisory board of 35 property owners recommends an annual budget, program manager, and work plan, and provides ongoing input and oversight of MID programs. In addition to making sure downtown is clean, safe and a great place to live, work, and do business, the MID offers stability and employment, healthcare, and housing support to justice-involved individuals and those experiencing homelessness.

The MID is Washington's largest Business Improvement Area. Uncommon Bridges was the lead process, technical, and outreach consultant for renewal and expansion in both 2013 and 2023.

Challenge: The proposed expansion of the MID boundaries in 2013 (eventually a 30% increase in area and budget) was met by skepticism from bidders, especially condominium associations, who did not want to pay for services.

Approach: We led direct outreach to residential condominium associations throughout the district, especially in Belltown. In the end, the MID Renewal and Expansion garnered the support of ratepayers representing 62% of the assessment and received unanimous approval by the Seattle City Council.

Renewal: In 2023, recovery from the COVID pandemic and crises in homelessness, drug use, mental health, retail theft, and vandalism were at the top of everyone's minds. Skepticism about the MID's value from ten years earlier was replaced with enthusiastic support for renewal, a modest expansion in footprint, and a moderate expansion in budget. Petitioning went fast, with many long-time detractors signing on in support of the renewal.



62%
ratepayer support

Unanimous
support from City Council

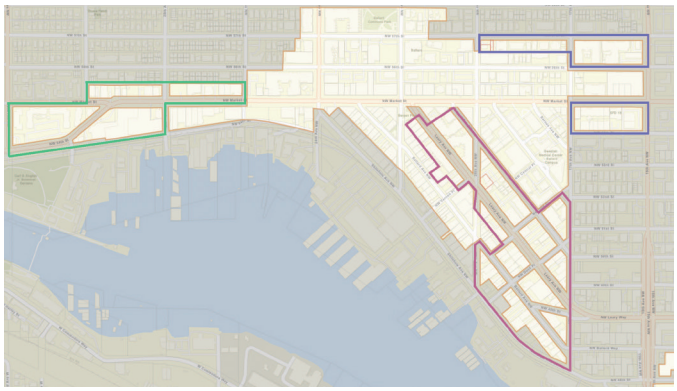
Location: Seattle, Washington	**Est:** 1999
Staff: 51 FTE	**Term:** 10 Years
Assessment: $18.06 million	**Total Budget:** $19.3 million
Service Area: 1.17 sq miles, 285 sq blocks in 6 neighborhoods	

MID Business Plan:
MID 2023 - 2033 Business Plan

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

UNLOCKING BALLARD'S POTENTIAL: BIA RENEWAL AND EXPANSION

CASE STUDY: BALLARD BUSINESS IMPROVEMENT AREA RENEWAL & EXPANSION



For nearly a century, the Ballard Chamber of Commerce served as a cornerstone of the Ballard community, fostering business growth and civic engagement. In 2017, the Chamber transformed into the Ballard Alliance, a non-profit organization administering the projects and programs of the Ballard Improvement Area. Driven by a vision to better serve the evolving needs of Ballard's businesses, residents, and property owners, the BIA was formed to provide a broader range of services and support to the neighborhood.

In 2024, the BIA was re-authorized with a modest expansion of its geographic boundary. Ballard's deep maritime roots and Nordic influences, with the backdrop of historical buildings and time-honored events, are embedded in the unique culture of Ballard today. The Ballard Alliance, through the work done on behalf of the BIA, plays a crucial role in preserving and promoting this unique culture, supporting local businesses, and fostering community initiatives that ensure Ballard remains a thriving, diverse, and economically vital Seattle neighborhood for residents, business owners, property owners, and visitors alike.

The Ballard BIA engaged the support and services of Uncommon Bridges to navigate the authorization of a new BIA ordinance through City Council.

Challenges: As residential assessments make up more than 40% of the Ballard district budget, the relationship with residential owners and tenants posed a particular challenge. Ballard has a popular nightlife scene, and balancing the interests of bars, restaurants, and retail was a challenge, as retail could not afford the same rents as restaurants.

Approach: After completing an organizational strategic plan in 2022, the Ballard Alliance was poised to renew its BIA to fund projects and initiatives for the Ballard business district. We spent significant time in rooms with developers, operators of apartment buildings, and resident advocates to get them to a place where they were not fighting the plan and assuring them that it would not price them out of the neighborhoods. We facilitated a series of key stakeholder meetings to reach consensus on the key elements of the updated BIA business plan. We also worked closely with staff and board leadership to support the Alliance through the BIA petitioning and Council process.

25%
boundary expansion

12 year
renewal cycle

$1.1M
nearly doubled assessment

Location: Seattle, Washington
Est: 2017
Staff: 6 FTE
Service Area: 0.17 sq miles

Term: 12 years
Assessment: $1.097 million
Total Budget: $2.192 million

For more information online:
Ballard Alliance Strategic Plan
BIA Renewal & Business Plan

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

FORGING A STRONG PARTNERSHIP BETWEEN A WORLD-CLASS UNIVERSITY AND ITS FRONT PORCH

CASE STUDY: U DISTRICT STRATEGIC PLAN, BIA REINVENTION + RENEWAL

Uncommon Bridges was the primary facilitator, process lead, technical and outreach consultant for the reinvention and expansion of the U District BIA adjacent to the University of Washington main campus.

Passage of the BIA culminated a 3-year effort to re-imagine and vitalize the U District's leadership to be more balanced among businesses, property owners, residents, the University, social service agencies, and faith communities. We served as facilitator and project manager for a process that led the U District Chamber of Commerce to reconfigure itself into the U District Partnership, with a multi-disciplinary public-private board of directors.

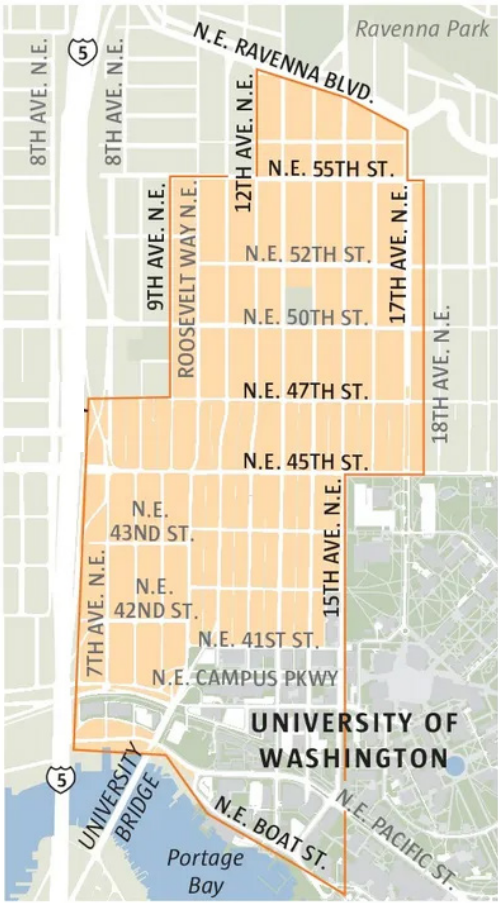
Challenge: Overcoming a long-standing antagonism between the business district and the university that gives it its name, economic foundation, and reason for being. Helping the University of Washington overcome significant barriers to growth, allowing for new housing, new classrooms, and a more desirable neighborhood for faculty and student recruitment.

BIA Reinvention: When Uncommon Bridges engaged with the U District in 2012, the University District Chamber of Commerce was in tough shape. It's budget, programs, partnerships, and community reputation were in tatters.

Approach: This effort required a fine-grained, parcel-by-parcel analysis of who owns what and of individual motivations for the district. Using in-depth research, strategic communications, active facilitation, careful listening, and catalytic leadership, we helped the U District community craft a work plan and funding strategies tailored to local needs and ensured passage through the Seattle City Council in 2015.

Results: Over a 3-year process of engagement, partnership building, strategic planning, and district formation, we helped reinvent the organization as a thriving community-university partnership with a multi-million dollar budget, robust programming, and enviable national reputation.

Renewal: We helped the U District Partnership renew and expand the BIA in 202, achieving a $2 million annual budget and a 12-year term.



65%
ratepayer support

Unanimous
support from City Council

BIA Business Plan online:
U District Partnership

Location: Seattle, Washington	**Established:** 1996
Term: 12 Years	**Rinvented:** 2015
Service Area: 75 sq blocks	**Renewed:** 2020
Staff: 9 FTE	**Assessment:** $2 million
	Total Budget: $2.3 million

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

ORGANIZING A VOICE FOR A PORT-ADJACENT DISTRICT IN TRANSITION

CASE STUDY: SODO BUSINESS IMPROVEMENT DISTRICT & ORGANIZATIONAL DEVELOPEMT

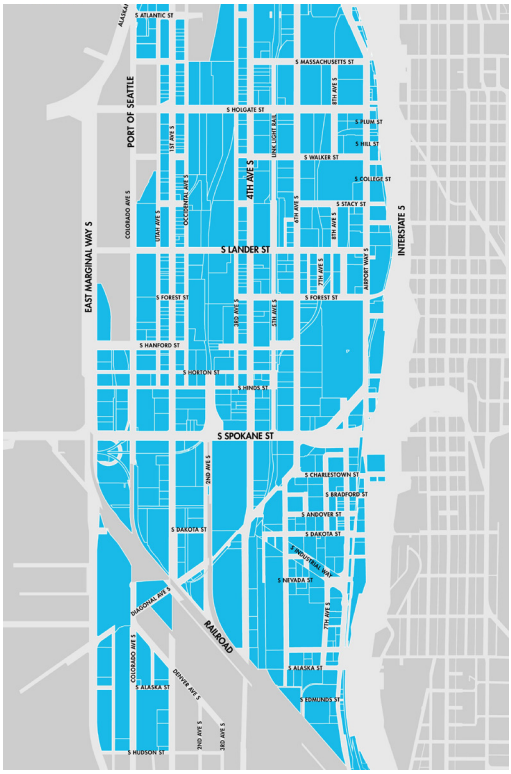
The SODO BIA represents a vibrant mixed industrial and commercial neighborhood south of downtown Seattle that includes the Port of Seattle and two major stadiums (Major League Baseball; National Football League; Major League Soccer).

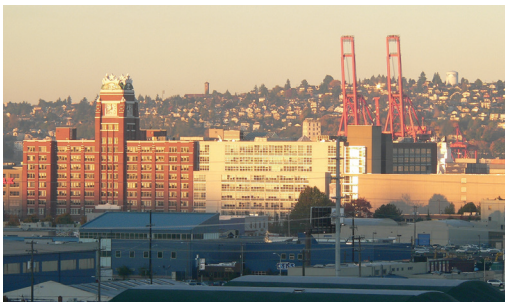
Challenge: With almost no residential population, SODO long struggled to have an effective voice with elected officials, as it also contended with the myriad issues faced by urban districts everywhere. Compounding these challenges, their lack of voice made SODO an easy place to locate unpopular land uses with noise, smells, and challenging clientele.

In 2011, the once-vital SODO Business Association was fractured. With the neighborhood in transition from its historic manufacturing and industrial base toward office and service commercial, and logistics uses, property and business interests were also changing. Despite conversions of many properties (personified by COSTCO's first retail store and the world headquarters for Starbucks locating in a former Sears & Roebuck warehouse), many clung to the image of SODO in its traditional role. The Port of Seattle also worried about increasing traffic impeding freight movement to its shipping facilities.

Approach: The City of Seattle Office of Economic Development asked Uncommon Bridges (then BDS Planning & Urban Design) to assess the existing business association and help area property and business owners confront current realities and organize a sustainable response. Uncommon Bridges helped conceive and create the SODO Business Improvement District and then supported a renewal and expansion, facilitated a strategic plan for the newly formed BIA leadership organization, and subsequently conducted a racial equity in urban place management training for the board and staff.

Formation, Renewal, Expansion: Uncommon Bridges led formation of the SODO BIA in 2013, gaining City Council approval for long-term sustainable funding for place management. We provided technical and strategic guidance to the SODO BIA for reauthorization and expansion of their district in 2018, doubling their geography and budget. Uncommon Bridges is currently facilitating a strategic plan update, as well as providing technical and strategic guidance for reauthorization that is due at City Council in 2028.





Advocacy
for a district in transition

Doubled
service area & budget

Location: Seattle, Washington

Est: 2013; expanded/renewed 2018

Service Area: 950 acres

Number of staff: 7 FTE

Assessment Term: 10 Years

Assessment Total: $1.6 million

Total Budget: $1.9 million

Link to Plan: SODO Strategic Plan

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

METHODOLOGY

Task 1: Project Management

- ***1.1 Time, Task & Budget Management***
  We are committed to bringing the project in on time and on budget with high client satisfaction. Daily time sheets, financial record keeping, and regular client communication make this both possible and simple.
- ***1.2 Bi-weekly Project Planning Check-ins***
  We believe close communication with the client keeps everyone up to speed, avoid misunderstandings, and ensure efficient product delivery. Accordingly, we recommend regular calls between Uncommon Bridges and City project managers to review progress, schedules, outstanding tasks, and related issues. Bi-weekly calls are probably appropriate for this effort.
- ***1.3 Core Team Coordination Meetings***
  The Uncommon Bridges team will support the City's project manager in meetings with other city staff as needed. We budgeted this at 2-3 hours per month through 2026.
- ***1.4 Leadership & Council Briefings***
  The Uncommon Bridges team will provide briefings and presentations to City Council and other City leaders as requested. We have budgeted this at an average of 1-2 hours per month through 2026.

Phase 1: Research, Education, & Feasibility Analysis

Task 2 – Research & Education — approximately 1 month

- ***2.1 Internal Research***
  Uncommon Bridges will work with the City's project manager to identify city departments and programs that might benefit from stronger business district organizations.
- ***2.2 Internal Education (materials & presentations)***
  Uncommon Bridges will prepare materials for and make presentations to city staff on the many different benefits, structures, programs, services, budgets, and funding mechanism of assessment districts for place management.
- ***2.3 Local Organizational Landscape Analysis***
  Uncommon Bridges will work with city staff to assess the array of existing organizations in Redmond that might serve as place management organizations for the Downtown, Overlake, and Marymoor districts.
- ***2.4 Deliverable: Report & Recommendations***
  Following the analysis above, Uncommon Bridges will prepare a succinct report on opportunities and challenges with business district formation in Redmond, including risk analysis and policy considerations, as well as recommendations on timeline and order of opportunity for forming new or further developing existing organizations in Redmond's urban centers.

Task 3 – Stakeholder Engagement & Visioning — approximately 1 month

- ***3.1 Stakeholder Identification***
  Uncommon Bridges will help city staff identify key external stakeholder to join conversations about further organizing business districts.
- ***3.2 Study Trips***
  Uncommon Bridges will organize and lead study trips to other business districts and BIDs in the Puget Sound region. We have extensive relationships with these organizations and a thorough understanding of their programs, structures, and funding, as well as their strengths and weaknesses. Likely candidates may include Everett, Edmonds, Tacoma, and Bellevue, as well as Ballard, SODO, and Pioneer Square in Seattle, among others.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- ***3.3 Visioning Sessions***
  Uncommon Bridges will facilitate joint City and stakeholder visioning sessions with each business district to consider various options for each urban center, including structures, pathways to formation, services and funding.
- ***3.4 Deliverable: Report on Interest & Feasibility***
  Uncommon Bridges will prepare a report on interest, feasibility and timeline for district organization formation in Redmond's urban centers.

Task 4 – Preliminary Organizational Missions & Budgets — approximately 1 month

- ***4.1 Budget & Revenue Scenarios***
  Based on the Visioning Sessions above, Uncommon Bridges will develop one or more budget and revenue scenarios for each of the three urban centers. We will us GIS mapping and analysis to evaluate property characteristics and ownership and explore assessment scenarios, as well as other options.
- ***4.2 Organizational Analysis***
  Based on the Visioning Sessions above, Uncommon Bridges will evaluate the readiness of the existing organizations in each urban center to take on assessment district formation. Analysis will include the existing organizational structure, participation, current programs, reputation, and stability over time.
- ***4.3 Readiness Assessment***
  Uncommon Bridges will summarize the above analyses into a readiness assessment of each urban center.
- ***4.4 Deliverable: Recommendations on Readiness***
  Based on all the above, Uncommon Bridges will provide the City of Redmond with professional recommendations on the readiness of each urban center for organizational development, management, funding, assessment district formation, and sustainability.

Phase 2: Organizational Development & District Formation

Assuming the City of Redmond decides to proceed with Phase 2, Uncommon Bridges is ready to provide consulting support as follows.

Task 5 – Organizational Development & District Formation — 8 months or longer

- **5.1 New Organizational Development**
  Where appropriate as determined in Phase 1, Uncommon Bridges will work with the City and local stakeholders to form a new place management organization, including facilitation of a steering committee (and eventually a board of directors), incorporation with the State of Washington, application for tax status with the Internal Revenue Service, bylaws development, business plan, initial funding strategy, staff recruitment, and a workplan and timeline for BID formation.
- **5.2 Existing Organization Reorganization**
  Where appropriate as determined in Phase 1, Uncommon Bridges will work with the City and local stakeholders to reorganize and strengthen existing organization(s), including technical assistance, training, board development, budgeting, bridge funding, program development, and and a workplan and timeline for BID formation.
- **5.3 Business Improvement District Formation**
  Once the urban center place management organizations are ready, Uncommon Bridges will work with them on forming a Business Improvement District to provide long-term stable funding. This will include comprehensive ratepayer analysis (again using GIS), assessment mechanism, boundary, ratepayer engagement, political navigation, program planning, and staffing needs, as well as navigation of the petitioning and City Council processes.

Note: As noted earlier, in our experience, formation of a Business Improvement District often takes 1-2 years or longer. We understand that the City's current timeline is for ten months, including both phases. We are prepared to proceed on that timeline, but want to be clear that it is likely to take a bit longer to get the districts organized, gain ratepayer consensus and support, and navigate the petitioning and City Council processes.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

PROJECT SCHEDULE

Background & Grounding

To get up to speed on the realities, issues, and opportunities in Redmond, we will review existing documents provided by the City and investigate the dynamics of property and businesses in districts for consideration. Property analysis may be through examining data the City already has, and is likely also to include accessing the King County Assessor's property records. Business analysis may also be through City records but could also include direct field analysis. Cost Breakdown:

- Initial meeting and tour of the district(s) with City staff. (2x2 = 4 hours)
- Data review and analysis. (2+2-8 = 4-10 hours)
- Follow-up meeting with City staff to review findings (2x2 = 4 hours)
- **12-18 hours total** (depends on state of existing data)

Internal Engagement: City Staff & Management

To prepare the City of Redmond for considering Business Improvement Areas as a local economic development tool, Uncommon Bridges will brief City staff on BIA basics and facilitate discussions of issues, opportunities, and potential policy requirements. Cost Breakdown:

- BIA 101 presentation for City staff. (2x2 = 4 hours)
- 1-on-1 follow-up discussions with key staff and management (4-8 hours)
- Facilitation and technical support as needed (6-20 hours)
- **12-32 hours total** (depends on number of 1x1 and group discussions)

External Engagement: Business & Property Owners

We will work with City staff to identify a small group (5-10) of significant and influential stakeholders (especially potential ratepayers) educate and ascertain levels of interest in district formation. This should be a group of who knows their district well, have a major stake, and are respected by their peers. Ideally, this initial group will be individuals who are generally cooperative with community improvement efforts and inclined to cooperate with the City.

If (and only if) the BID effort proceeds, this group would meet several times to guide the process, consider options, craft a final proposal, and elicit support for that proposal among their peers. But this initial time estimate, we assume they will meet twice as a group before and after individual conversations with Uncommon Bridges. Cost Breakdown:

- BIA 101 presentation for with key stakeholders. (2x2 = 4 hours)
- 1-on-1 follow-up discussions with key stakeholders (4-8 hours)
- Follow-up meeting with key stakeholders to determine next steps (2x2 = 4 hours)
- **8-16 hours total** (depends on number of key stakeholders)

Organizational Development

Organizational assessment and development for place management organizations is a core service for Uncommon Bridges. We have helped form, reorganize, grow, and/or reinvent scores of organizations to enable them to be effective district managers. This always includes an assessment of the organization's strengths, weaknesses, opportunities, and threats as we begin, and often includes ongoing facilitation, coaching, and/or direct management support.

For Redmond, this would include initial meetings with one or more possible district management organizations (such as an historical society, chamber of commerce, or business association), and potentially on-going support through BID formation and management. Cost Breakdown:

- Initial organizational assessment. (6 hours)

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- Organizational development work plan development. (4 hours)
- On-going assistance. (4-8 hours/month or more)
- **10 hours + 4-8 hours/month** (depends on level of needed support)

Project Coordination & Management

We believe in hands-on project management in close communication with the client. Regular phone calls, in-person meetings, and e-mail communication keep everyone up to speed, avoid misunderstandings, and ensure efficient product delivery. We are committed to bringing projects in on time and on budget with high client satisfaction. Daily time sheets, financial record keeping, and regular client communication will make this possible.

For effective project management, we recommend regular calls between Uncommon Bridges and Redmond's project manager to review progress, schedules, outstanding tasks, and related issues. Bi-weekly calls are probably appropriate for this effort. Cost Breakdown:

- Project Management. (1-2 hours / month)
- On-going Coordination & client check-ins. (2-3 hours / month)
- **3-5 hours/month** (depending on the pace and complexity of the work)

PROJECT TEAM

Our dedicated project team is ready to offer our deep bench of experience, expertise, and in-person support for your business district feasibility and formation. All of them will be available for the duration of your project.

Jacqueline Robinette (she/her) will serve as **Project Director**. Jacqueline is the Organizational Development Lead at Uncommon Bridges. She has led the facilitation of strategic plans for downtowns and assessment districts nationwide and specializes in guiding clients through complex challenges, building consensus, and developing clear, actionable plans. She is an expert in helping clients She holds a Master's in Public Administration from the University of Washington.

Selected Relevant Projects:

- Telegraph BID 2025 Work Plan, 5-Year Strategic Plan, & BID Renewal Berkeley, CA
- NORCOM 911 – Strategic Plan, Bellevue, WA
- Tampa Downtown Partnership Strategic Plan
- Downtown Partnership of Baltimore Strategic Plan
- Seattle Office of Economic Development – BIA District Formation & BIA Policy & Tools Support
- Downtown Seattle Association, MID Update & State of the Arts & Culture Sector Facilitation
- Downtown Indy Inc. Strategic Plan
- DowntownDC BID Strategic Plan
- Downtown Ausitn Alliance Strategic Plan
- Iowa City Downtown District Strategic Plan & BID Renewal
- Chicago Loop Alliance Strategic Plan
- National Landing BID Organizational Development, Arlington, VA

Brian Douglas Scott (he/him) will serve as **Partner-in-Charge**. Brian's 40+ year career has been all about building consensus toward vibrant and livable downtowns. Since founding the firm in 2009, Brian has led scores of strategic planning efforts for place management nonprofits in a dozen states and throughout the Pacific Northwest. Brian specializes in projects that call for his facilitation skills, political instincts, and focus on implementation. He's twice served on the International Downtown Association board of directors and holds a Ph.D. in Urban Studies from Portland State University.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Selected Relevant Projects:

- Telegraph BID Work Plan, 5-Year Strategic Plan, & BID Renewal, Berkeley, CA
- NORCOM 911 – Strategic Plan, Bellevue, WA
- Downtown Seattle Association Strategic Plans & BIA Renewal
- Ballard Alliance Strategic Plan, Implementation, BIA Formation & Renewal
- Iowa City Downtown District Strategic Plan & BID Renewal
- Seattle BIA Renewals & Expansions for Capitol Hill, West Seattle, Chinatown / International District
- DowntownDC BID Strategic Plan
- Downtown Rochester Strategic Plan & BID Formation, Rochester, NY
- Downtown Everett (WA) BIA Renewals & Expansions
- City of Tacoma (WA) Business Improvement Areas Formation
- U District Strategic Plan, BID Formation & Renewal (Seattle)
- Oakland BID Renewal & Strategic Plan, Pittsburgh, PA

Andrés Mantilla (he/him) is a Partner at Uncommon Bridges and will serve as **Strategic Advisor.** He oversees the firm's Policy and Program Development portfolio. He has 20 years of experience in facilitation, policy development, data analysis, and engaging diverse stakeholders and communities, including four years as the Director of the City of Seattle's Department of Neighborhoods, leading community engagement and planning initiatives for the City. He was recently named Director of the Transition Team for Mayor-Elect Katie Wilson. Andrés holds a Bachelor's Degree from University of California-Santa Barbara.

Selected Relevant Projects:

- Seattle Office of Economic Development BIA District Formation, Policy Support & Tool Development
- City of Tacoma Business Improvement Areas Formation
- Enhanced Service Districts, City of Portland
- Seattle Metropolitan Chamber of Commerce Membership Vision Survey
- City of Eugene – Downtown Services Strategic Plan
- Puget Sound Energy, Priority Framework
- Sound Industrial Association - Organizational Development and Foundational Documents
- Waterloo Greenway Strategic Plan
- Downtown Emergency Service Center Strategic Plan

Skylar Benson (she/her) will serve as **Project Manager** for this project. Skylar brings five years of experience supporting inclusive community building, program development, event planning, consensus facilitation, and strategic planning. She supports our firm across our business district portfolio with clients like the Seattle Office of Economic Development, the City of Portland, and the City of Tacoma. She holds a Bachelor's Degree in biology from Boise State University.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

BUDGET

Uncommon Bridge proposes to deliver a deliverable to client based on the approach provided for $130,000. We expect to negotiate details and contract terms to meet client's needs. Our blended Rate across our experts is: $210/hour.

PHASE / TIMELINE	ACTIVITIES	HOURS / FEE
Project Management, Planning & Leadership Communication		
Task 1: Project Management	• 1.1 Time, Task & Budget Management • 1.2 Bi-weekly Project Planning Check-ins • 1.3 Core Team Coordination Meetings • 1.4 Leadership & Council Briefings	89 $21,000
PHASE 1: Research, Education, & Feasibility Analysis		
Task 2: Research & Education	• 2.1 Internal Research • 2.2 Internal Education (materials & presentations) • 2.3 Local Organizational Landscape Analysis • 2.4 Deliverable: Report & Recommendations	46 $10,000
Task 3: Stakeholder Engagement & Visioning	• 3.1 Stakeholder Identification • 3.2 Study Trips • 3.3 Visioning Sessions • 3.4 Deliverable: Report on Interest & Feasibility	62 $13,000
Task 4: Preliminary Organization Mission & Budget Analysis	• 4.1 Budget & Revenue Scenarios • 4.2 Organizational Analysis • 4.3 Readiness Assessment • 4.4 Deliverable: Recommendations on Readiness	72 $13,000
PHASE 2: Organizational Development & District Formation		
Task 5: Organizational Development & District Formation	• 5.1 New Organizational Development • 5.2 Existing Organization Reorganization • 5.3 Business Improvement District Formation	326 $67,000
Direct Expenses	• Expense, expense	$6,000
	TOTAL PROPOSED FEE	**$130,000**

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

CLIENT REFERENCES

Theresa Barreras
Business Districts Manager
City of Seattle, Office of Economic Development
(206) 684-8090,
theresa.barreras@seattle.gov

RE: New BIA Exploration

Dan Eernissee
Economic Development Director
City of Everett
deernissee@everettwa.gov
Phone: 425-257-8681

RE: Everett BIA Renewal

Karl Lisle
External Partnerships & Programs Manager
City of Portland, Office of Management and Finance
(503) 823-5876,
karl.lisle@portlandoregon.gov

RE: Portland Enhanced Service Districts

Mike Stewart
Executive Director, Ballard Alliance
206.784.9705,
mike@ballardalliance.com

RE: Ballard Alliance Vision, Strategic Plan & BIA Renewal

Debbie Bingham
Economic Development Specialist
City of Tacoma
debbie.bingham@cityoftacoma.org
Phone: 253.591.5117

RE: City of Tacoma Business Improvement Area Formation Services

Erin Goodman
Executive Director SODO BIA
206.294.3285
erin@sodoseattle.org

RE: BIA Implementation & Reauthorization

Downtown Seattle: Metropolitan Improvement District Renewal

"Uncommon Bridges managed stakeholder relationships very professionally and productively. We worked closely with them on the Seattle MID renewal (with several hundred property owners) and on the Pioneer Square BIA (with several hundred businesses). They did an outstanding job on both projects, facilitating discussions on challenging topics and leading a process where all parties had the opportunity for input."

- Ryan Smith, Martin Smith Inc

DowntownDC BID

"The team at Uncommon Bridges possesses valuable place management industry knowledge from across the country on business, placemaking, race, and equity. Hiring their firm affords you a national lens on your local challenges and adds a new dimension of expertise to your efforts."

- Rachel Hartman, Chief Strategy Officer, DowntownDC BID

King County Executive Transition Committee

"I'm so impressed with the way this event went today. From the moment I walked in, I felt the room was full of joy, energy, and opportunity. And because the event was so organized, the energy was able to flow into something productive."

- Girmay Zahilay, King County Executive Elect, reflecting on Executive Transition Committee meeting that our team facilitated with 100 local leaders

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

APPENDIX

List of Contracts

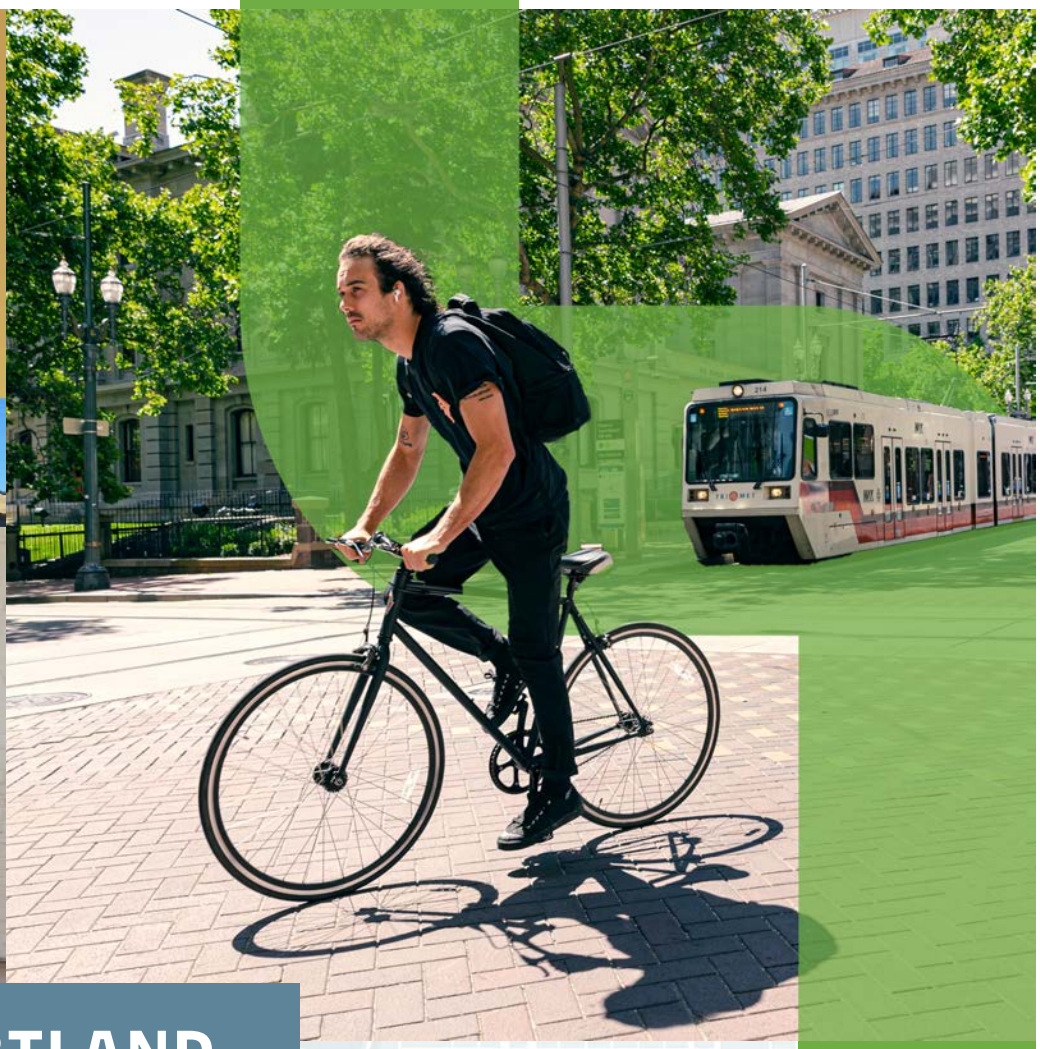
WORK SAMPLES

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- Alliance For Pioneer Square; Seattle, WA
- Ballard Alliance; Seattle, WA
- BHC Consultants, LLC; Seattle, WA
- City of Boise, ID
- City of Burien, WA
- Community Attributes Inc.; Seattle, WA
- Clackamas County, OR
- Downtown Everett Association; Everett, WA
- Downtown Long Beach Alliance; Long Beach, CA
- Downtown Partnership of Baltimore; Baltimore, MD
- Downtown Pasco Development Authority; Pasco, WA
- Downtown Seattle Association; Seattle, WA
- Downtown Spokane Partnership; Spokane, WA
- ECONorthwest; Portland, OR
- City of Everett, WA
- Georgetown BID; Washington, DC
- Greater Redmond Transportation Association; Redmond, WA
- City of Issaquah, WA
- King County, WA
- King County - Public Health; Seattle, WA
- King County E-911 Program Office; Kent, WA
- King County Sheriff's Office; Seattle, WA
- Local Initiatives Support Corporation; Seattle, WA
- City of Longview, WA
- City of Lynnwood, WA
- City of McMinnville, OR
- Mid-Willamette Valley Community Action Agency; Salem, OR
- Millionaire Club Charity; Seattle, WA
- National Development Council; Seattle, WA
- Oakland BID; Pittsburgh, PA
- City of Olympia, WA
- Pierce County, WA
- Polk County 911 Service Board; Des Moines, IA
- Port of Seattle; Seattle, WA
- City of Portland, OR
- Puget Sound Partnership; Seattle, WA
- City of Pullman, WA
- City of Salem, OR
- City of SeaTac, WA
- Seattle Foundation; Seattle, WA
- City of Seattle, WA, Department of Neighborhoods
- City of Seattle, WA, Office of Economic Development
- Seattle Public Utilities; Seattle, WA
- SODO Business Improvement Area; Seattle, WA
- Spokane Housing Authority; Spokane, WA
- Spokane Regional Clean Air Agency; Spokane, WA
- Spokane Regional Emergency Communications (SREC); Spokane, WA
- Sound Industrial Alliance; Seattle, WA
- City of Tacoma, WA
- Tacoma Housing Authority; Tacoma, WA
- U District Partnership; Seattle, WA
- United Indians of All Tribes Foundation; Seattle, WA
- University of Chicago Urban Labs' Health Labs; Chicago, IL
- Valley Communications Center; Kent, WA
- City of Vancouver, WA
- Washington State Department of Commerce; Olympia, WA
- Washington Trust for Historic Preservation; Seattle, WA
- Washington Cities Insurance Authority; Tukwila, WA
- Welch-Comer Engineers; Coeur d'Alene, ID
- City of West Des Moines, IA
- WorkForce Central; Tacoma, WA

Note: *Uncommon Bridges was doing business as BDS Planning Design until April 2024*

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990



CITY OF PORTLAND

Enhanced Services District (ESD) HANDBOOK

2024

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Introduction 1

Portland & Place Management 2

Place Management Best Practices 4

Purpose of this Document 6

Definitions 8

Current Enhanced Service District Programs 10

Central Eastside Together 12

Downtown Clean & Safe 14

Lloyd ESD 16

ESD Formation 18

Forming or Expanding an ESD 19

Outreach & Engagements, Transparency 20

Equity, Boundaries 21

Property Mangement License Fees 22

City Roles, Fees & Support, Dissolution, Renewal/Expansion 23

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

© D 47116
LEONARD DELA
BRUBAKER AE

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Introduction

The City of Portland Enhanced Services Districts (ESDs) are funding mechanisms that assess fees on property management in specified districts to help pay for business and community revitalization activities. Nationally, place management districts exist as funding vehicles for crucial placemaking and economic development organizations that provide services for the mutual benefit of district stakeholders. Place management districts go by many different names, including Business Improvement Districts (BIDs), Business Improvement Areas (BIAs), Economic Improvement Districts (EIDs), Community Benefit Districts (CBDs), Public Improvement Districts (PIDs), and so forth; in Portland, they are known as Enhanced Services Districts or ESDs.

There are many reasons to create a place management district. Most commonly, the districts are conceived, designed, and managed locally by those who are paying the assessments for their mutual benefit, with everyone in the district required to pay a share of the cost that is commensurate to individual benefit. These districts reflect that successful community and economic development is supported by local stakeholders collaborating toward shared goals and priorities.

National experience shows that place management districts like Portland's ESDs add value to urban environments, providing a wide variety of services: including leadership, public space management, planning and design, economy development, and policy and advocacy.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

“The industry consists of 4000+ place management organizations globally with 2,500 in North America employing 100,000 people and paying $3 billion in wages. On average, each organization provides $1.2 million in services in their districts to help businesses thrive and to make the district a great place for workers, residents, and visitors.”

- International Downtown Association (downtown.org)

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

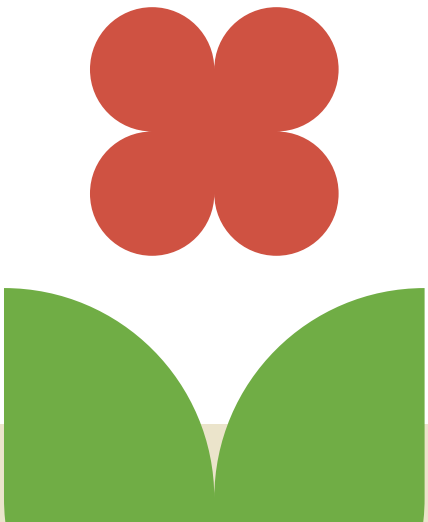
Portland & Place Management

Portland's Enhanced Services District program began in the late 1980s and matured in the 1990s, which was a time when Portland enjoyed a national reputation as a model for downtown revitalization, vitality, and livability. Similarly, Portland's first ESD was widely respected as a leading place management program.

The ESD now known as Downtown Clean & Safe began in 1988 as an "Economic Improvement District" that was created by the Association for Portland Progress following state legislation (ORS 223.112). Along with the Grand Central Partnership in New York City, the downtown Portland Economic Improvement District was one of the first large (more than $1 million annually) place management districts in the nation. The place management industry has grown substantially since then, with thousands of similar districts operating in every state and around the world.

Downtown Portland's initial district was modified in 1991 and again in 1994 in response to new statewide property tax limitations (Ballot Measure 5). The 1994 ordinance created the current structure of Enhanced Services Districts as fees on property management rather than assessments on property. Three such districts operate in Portland today.

In the early 2000s, the Association for Portland Progress merged with the Portland Metropolitan Chamber of Commerce to form the Portland Business Alliance. Today, the Portland Business Alliance is an affiliation of three highly synergistic corporate entities - including the Portland Metro Chamber, Downtown Clean & Safe District, and the Charitable Institute - that share a collection mission, vision and values.



Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Place Management Best Practices

Since the place management industry emerged in the 1970s and 1980s, the International Downtown Association (IDA) has become its primary professional organization in the United States, Canada, and around the world.

IDA offers extensive professional networking, conferences, industry best practices, leadership and technical training, as well as professional certification. To define national best practices, it is worth noting that IDA's professional certification (Leadership in Place Management or LPM) relies on a 7-part curriculum, including Leadership; Organizational Management; Economic Development; Planning, Design, & Infrastructure; Policy & Advocacy; Public Space Management & Operations; Marketing, Communications, & Events.

As such, the best place management organizations excel in each of these areas, which can be characterized as follows:

Learn more about at IDA at downtown.org

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Leadership

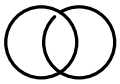
Successful place management organizations have high functioning executive leadership and staff, as well as an involved board of directors that represents private, nonprofit, and public interests in and around the district. The best place management organizations are both strong partners and independent counterpoints to local and regional governments. Place management organizations enhance, rather than replace public services and leadership; they also provide a consistent voice.

Economic Development

Effective place management organizations are fervent proponents with steadfast focus on the success of their district. Successful organizations are active partners to local governments and other economic development organizations (like chambers of commerce, tourism promoters, and regional economic development councils).

Policy & Advocacy

Place management organizations act as conveners. They facilitate information sharing as well as consensus building around advocacy efforts surrounding issues that matter to their ratepayers and community stakeholders. Successful organizations have a robust awareness of city process, policy, and programs, lending a powerful voice for district needs.



Organizational Management

Successful place management organizations reflect the best of their private, public, and nonprofit constituencies. Their leadership and funding structure is transparent, diverse, representative, and sustainable. Internal and external polices are clear, inclusive, and ethical.

Planning, Design, & Infrastructure

Planning, design, and infrastructure, of course, are primarily government responsibilities, but place management organizations are excellent champions for their places and adept partners with local government. Many place management organizations help create community consensus and support for planning, design, and infrastructure improvements, and some augment government planning processes and programs.

Public Space Management & Operations

Place management organizations may be best known for public space management and operations. Many have assessment districts that pay for cleaning, hospitality, maintenance, and security services.

Marketing, Communications, & Events

Place management organizations are also well known for marketing, communications, and events. Many of them manage substantial promotional programs, advertising campaigns, and community events of various scales.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Purpose of this Document

This ESD Handbook is meant to provide guidelines for establishinag, renewing, expanding, or dissociating an ESD. It also provides a framework for best practices for district management and operations for ESDs, while providing the history, a snapshot of services, benefits, and funding sources for current districts.

ESDs are governed by Chapter 6.06 District Property Management License of the Portland City Code and Charter. The first ESD, Downtown Clean and Safe, was established 1988. Portland currently has three ESDs: Downtown Clean and Safe, the Lloyd ESD (formed in 2001), and Central Eastside Together (formed in 2019).

ESDs are managed locally. Each district establishes a fee for property management based on an agreed upon district-wide formula. These fees are collected and used to fund locally determined services such as sidewalk cleaning, activation, business attraction, tourism, marketing, graffiti removal, and so forth for the benefit of the district. At the time of approval, the City of Portland enters into a contract with an ESD outlining fee type, ratepayers and establishes levels of base services the City will continue to provide to the ESD. This partnership is managed by the City's Enhanced Services District Coordinator (ESD Coordinator) who serves as a liaison between the City and ESDs and oversees all contracts. The ESD Coordinator is also tasked with supporting communities to establish, renew, expand, or dissociate ESDs throughout the city.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

To establish an ESD, interested districts must:

- Establish a voluntary Board of Directors composed of potential ratepayers that oversee and guide the proposed ESD and its District Management Association (DMA)
- Work with the ESD Coordinator and the City's Revenue Division (Revenue), to establish a workplan and budget to meet the needs of the ratepayers
- Hire a third-party non-profit [501(c)3 or 501(c)6] DMA to fulfill the work plan
- Along with the ESD Coordinator, Department of Revenue staff, and ESD Board of Directors present the proposed ESD and the proposed contract between the ESD and the City, to City Council for approval

Once approved, the ratepayers pay license fees directly to Revenue, who then release payment to the ESD's District Management Association for the work performed on behalf of the ESD's ratepayers.

ESDs are required to report their work to the City Council annually, regularly engage with their board and ratepayers, and be transparent in how fees collected are being allocated for services.

Relevant case law includes:

Roseburg School District v. Roseburg 316 OR 374 (1993)

Affirmed that fees for services are not taxes if they are not a direct consequence of owning property.

City of Portland v. Atwood 13 OTR 136 (1994)

Affirmed the property license fee was not a tax as defined by the Oregon Constitution Article XI.

Knapp v. City of Jacksonville 342 OR 268 (2007)

Re-affirmed that fees for services are not taxes if they are not a direct consequence of owning property.

Old City Lofts v. City of Portland 20 OTR 58 (2009)

Re-affirmed property license fee is not a tax and affirmed fee can be applied to condominium property managers.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Definitions

Boundary: A boundary defines the geographic benefit zone for the Enhanced Service District that will pay an assessment to receive enhanced services. All ratepayers within the boundary are required to pay their assessment and entitled to enhanced services.

District Management Association (DMA): The organization that administers the operations of the ESD. The DMA is recommended by the ESD Board of Directors to the City (i.e., Downtown Clean & Safe, Inc. and the Portland Metro Chamber; Lloyd ESD and Go Lloyd; Central Eastside Together and Central Eastside Industrial Council). The ESD Board of Directors approves an annual budget for use of ESD generated funds in alignment with the ESD ordinance. The DMA administers the funds in accordance with the approved budget through direct expenditures and/or contracts with service providers. The DMA's administration must comply with all applicable provisions of law, with all county and City resolutions and ordinances, and with all regulations lawfully imposed by the state auditor or other state agencies. City Code uses the term "Qualified Contractor" to refer to DMAs and states that they are 'non-profit corporations or other non-profit entities established by property owners or licensees in the District for the purpose of providing services that benefit the District'. (City Code 6.06.020 – www.portland.gov/code/6/06/020)

District Ratepayer / Advisory Board: The City requires applicants to create an ESD Board to oversee operations of the funds, approve an annual budget for use of ESD generated revenues, and recommend a District Management Association. In its primary function, a ratepayer board oversees budget and performance as managed by an operating entity. The City's role is to administer assessment collections, financial accountability, and operating standards within the scope of the purposes stated in City Code Chapter 6.06.

Engaged Property Manager / Ratepayer: Those individuals, organizations or entities that are assessed, i.e. those that receive an assessment bill from the City and are within the district boundary. Individuals, organizations or entities that receive an increase in their lease rates or other contractual agreement with ratepayers because of the establishment of an ESD are not, for purposes of City policies, considered ratepayers, but can be considered beneficiaries.

Enhanced Services District (ESD): These districts provide funds for enhanced services beyond City basic services. The ESD program is governed by City Code Chapter 6.06 and established by the City Council with support from district property managers and stakeholders. Fees (also known as assessments) are collected by the City and distributed to a nonprofit District Management Association created to specifically contract services within the district. The City oversees programs provided by the enhanced districts to ensure they align with with approved contracts, as well as City goals and standards.

ESD Coordinator: The partnership between the City and ESD District Management Association is managed by the City's Enhanced Services District Coordinator (ESD Coordinator) who serves as a liaison between the City and ESDs and oversees all contracts. The ESD Coordinator is also tasked with supporting communities to establish, renew, expand, or dissociate ESDs throughout the city.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

ESD Notification and Petition Validation Process: Processes in which the ESD, and then the City notifies potential ratepayers of the ESD proposal and validates any official opposition by prospective ratepayers who do not favor the ESD proposal. The City expects the ESD (proposed or existing) to conduct prospective ratepayer outreach via mailings, public meetings, and one-on-one meetings with the goal of building broad support for the proposed action. Only after this has been done, and a formal letter has been received from the district board (proposed or existing), will the City send a letter/postcard to all potential ratepayers to notify them that the ESD proposal has been submitted to the City. The City will validate all official opposition from prospective ratepayers by verifying their parcel number and water bill account number. The City will then assign a value associated with each opposing prospective ratepayer based on what their annual assessment would be. If total opposition by ratepayers who would be responsible for more than 33% of revenues in the new district or expansion area formally object, the proposal will not move forward.

Exempt Property: Mass shelters and religious properties are typically exempt from ESD assessments. (City Code 6.06.020 – www.portland.gov/code/6/06/020)

Property Management License Fee (Assessment): Any person engaged in property management activities within an ESD will pay a license fee for such activities covering each license year, or if registration is made after the beginning of a license year, then for the balance of the license year. The license fees prescribed are for the privilege of engaging in the activity of property management in an ESD and the revenues collected will be used to provide, through a qualified contractor (DMA), cleaning, security, crime prevention, business development, transportation, public policy, housing, and marketing and communications services, or any such services that benefit properties in the ESD. Essentially, this assessment is a fee that each ratepayer pays to support the programs funded by the ESD. The sum of all the individual assessments that ratepayers pay comprise the total yearly assessment of the ESD, and underwrite most, if not all, annual operating expenses. The total yearly assessment is unique to each ESD in Portland. (City Code 6.06.010 – www.portland.gov/code/6/06/010)

Ratepayer Classification: Ratepayers that are grouped into categories either for purposes of applying a unique assessment rate or formula or for distinguishing a unique type or level of benefit. See examples online at www.portland.gov/venues/enhanced-services-districts

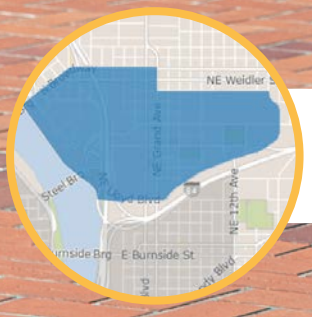
Stakeholder: Individuals, organizations or entities that are located in, or have a direct interest in the boundaries of the district. Stakeholders can be ratepayers or non-ratepayers. They may include, but not be limited to, property owners, businesses, residents, government agencies, nonprofit agencies, service providers, and other institutions. For example, a district might have manufacturing businesses, retail and service businesses, a private school, nonprofit service providers, condo associations, residential property owners, commercial property owners, etc.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Current Enhanced Service District Programs

Central Eastside Together

Downtown Clean & Safe



Lloyd ESD

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Central Eastside Together

The Central Eastside Industrial Council is a business association focused solely on the Central Eastside Industrial District's economic success, vitality, and livability. Central Eastside is hyper-local and intentionally focused on member businesses that make the District an incredible place to live, work, play, and stay. Central Eastside Together was formed in 2019 and has an annual assessment of $1.2-1.5 million.

Letter From the Executive Director

Thanks to the unwavering advocacy efforts of the Central Eastside Industrial Council and our district's passionate business and community leaders, the Central Eastside Together (CET) Enhanced Service District was unanimously supported and approved by the City Council in 2019. Since its inception, CET has emerged as a leader in addressing our community's most pressing needs through responsive and impactful programs.

The Central Eastside Together Enhanced Service District provides a unique opportunity for businesses to equitably and collectively maintain, improve, and promote our district. From vibrant district banners and signage to enhanced lighting, public art commissions, meticulous sidewalk cleaning, and improved safety through environmental design, CET actively supports economic development and neighborhood beautification. These efforts encourage livability, vitality, and a strong sense of community. CET staff and board members serve as ground-level advocates, community conveners, and dedicated program service providers for our neighborhoods.

Through Central Eastside Together, we embrace our collective responsibility to steward public investment for maximum community impact. This commitment furthers our mission to create a safer district, enhance the pedestrian experience, reinforce economic viability, and promote the Central Eastside—restoring vibrancy for all those who live, work, and play here.

CET's accomplishments and initiatives underscore the power of community-driven efforts, where our ESD has piloted new programs and services, partnered with the City to create vibrant districts for all, and continues to develop a framework for ESDs as a sustainable solution for community development and economic prosperity where local control and decision-making are at the center.

Together, we are building a brighter future for the Central Eastside. Thank you for your continued support and dedication to making our district a thriving, dynamic community.

Carolyne Holcomb
Executive Director, Central Eastside Together

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Central Eastside Together Programs Include:

- Cleaning
- Graffiti removal
- Ambassadors
- Mural preservation & development
- District enhancement

Revenues

Total Revenues	**$1,244,252**

Expenses

Private Security - Securitas	$430,773
Cleaning - Central City Concern + Ground Score	$241,000
District Enhancement	$50,000
ESD Fees (Overhead, IT, ESD Coordinator)	$102,900
Operations & Admin	$81, 785
Staff	$174,471
Total Expenses	**$1,180,929**

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Downtown Clean & Safe

The Downtown Portland Clean & Safe District provides enhanced services to the people, places and businesses within a core 213-block area of our central city. The district is one of the oldest, largest and most successful enhanced service districts in the nation. Downtown Clean & Safe was initially formed in 1988, most recently renewed in 2021, and has an annual assessment of $5-8 million.

Letter From the Executive Director

The oldest of the City of Portland's three Enhanced Service Districts, or ESD's, Downtown Portland Clean & Safe serves all who work, live and play in our 213-block service district in the heart of downtown Portland. Formed in 1988, we have worked to continually improve our programs and services to the ever-evolving business and community in our downtown core. An avid member and participating in the International Downtown Association, Clean & Safe is one of thousands of ESD's, or business improvement districts working diligently to provide clean, vibrant and thriving downtown and business areas.

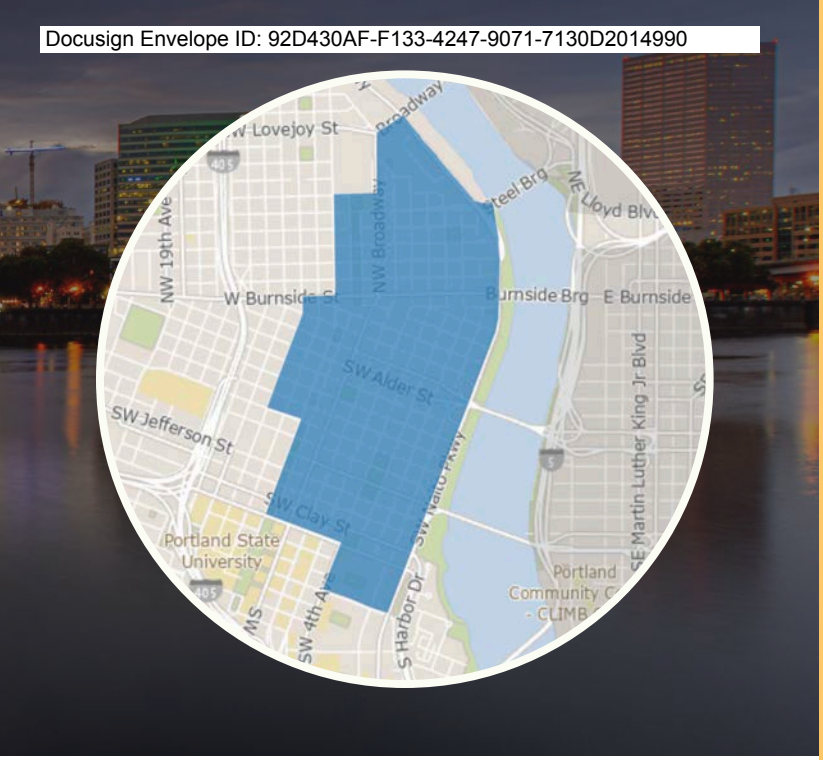
Our core service programs include providing public safety and janitorial services 24 hours a day, seven days a week. Complementing this is our street outreach program who work to provide basic and more complex social services and case management for some of our most vulnerable Portlanders. We take great pride in maintaining decades long partnerships with local and national vendors to provide a highly trained and supported group of state certified security officers and cleaners who work in often challenging situations and conditions.

Our janitorial program provides immediate and gainful employment opportunities for individuals recently released from incarceration and/or starting their journey of substance abuse recovery. These partnerships and opportunities are a shining example of lifting up individuals and organizations so everyone has an opportunity to thrive.

While clean and safe is core to our name and mission, we also offer and support a wide host of downtown retail programming and place making opportunities. Our retail and programs team provides programs such as annual "pop-up" shops allowing existing small businesses the opportunity to be in a brick-and-mortar location, a robust holiday lighting and event program illuminating over 700 trees and dozens of lighting installations, and yearly family friendly programming and events at local parks such as Director Park. Our downtown programs are dedicated to retail and business retention and recruitment.

Key to our success is the private-public partnership with the City of Portland. While Clean & Safe is funded through annually assessed fees paid by property owners located in our district, we maintain a formal, ten-year ESD contract with the City. This provides oversight, reporting metrics, and accountability for the fulfillment of the ESD's scope of work and also the City's responsibility to provide basic and essential City services related to public safety and livability.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990



Downtown Clean & Safe Programs Include:

- Cleaning
- Ambassadors
- Community Health Outreach
- Crow abatement
- Business support development
- Holiday lighting

We have seen and continue to explore new and updated projects and programming with the City of Portland and other government agencies to ensure our downtown Portland community is open, safe and accessible to all Portlanders and visitors.

We look forward to seeing you in downtown Portland!

Mark Wells
Executive Director,
Downtown Portland Clean & Safe

Revenues

Contract Income – Clean and Safe District Fees	$6,214,758
Lighting District Fees	$769,440
Contribution Income	$130,000
Interest Income $	- $20,394
Total Revenue	$7,114,198

Expenses

Total Personnel Expenses	$ 1,242,133
Program (Direct) Expenses	
Holiday Lights $ 320,000	$130,000
Interest Income $	- $20,394
Total Revenue	$7,114,198
Cleaning / Maintenance	$ 1,860,287
Crow Abatement	$ 55,000
Private Security Contract	$ 2,144,529
Public Security (PPB	$ 584,000
Technology	$ 97,000
Mall (PMMI)	$0
Marketing/Retail	$ 22,500
Downtown Retail Advocate	$ 110,000
Ambassadors	$ 157,050
CHOW	$ 75,000
Total Program (Direct) Expenses	$ 5,425,366
Operating Expenses	$ 436,284
City Processing Fee	$ 159,690
ITS Cost Sharing Fee	$ 55,904
ESD Coordinator Expense	$ 64,446
Total Operating Expenses	$ 716,324
Total Expenses	**$ 7,383,823**

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Lloyd ESD

The Lloyd Enhanced Services District (ESD) was established in 2001 to encourage growth and ensure the continued health and development of, and pride in, the Lloyd neighborhood by making it a better place to live, work, and visit. In 2023, the ESD was successfully renewed with an annual assessment of $0.6-0.7 million, which includes a transportation program led by Go Lloyd and the Lloyd EcoDistrict. This program collaborates with neighborhood stakeholders to promote prosperity, environmental quality, and social welfare.

Letter from the Executive Director

Enhanced Services Districts (ESDs) are coalitions of property owners and managers united by their vision of a prosperous neighborhood business district. These ESDs pool their collective resources to maintain, improve, and promote economic development in their communities through a City-authorized, equitable revenue generation model. Funds are reinvested in the neighborhood by offering services beyond those provided by the City. These may vary by district, but typically focus on cleaning, safety, livability, advocacy, and events.

ESDs act as a collective voice for their communities, advocating for the programs, projects, and initiatives that the neighborhood values. ESDs provide an opportunity to localize decision-making regarding specific improvements and services in affected neighborhoods. They are managed by a board of directors, made up of ratepayers (property owners/managers, residents, and employers), whose goal is to promote and enhance their district.

We are so appreciative of ESDs and the value they bring to their ratepayers. The ESD in the Lloyd neighborhood has more recently prioritized

cleaning services but has long valued less traditional programs like transportation access for employees and residents provided through a transportation management association (Go Lloyd), and a program that promotes sustainable and resilient business practices along with community-building events (Lloyd EcoDistrict).

Equipped with a stable funding source, ESDs can invest in community priorities that benefit ratepayers in the district. ESDs enable neighborhoods to secure additional necessary services to reinforce what the City provides. Though each ESD is an independent organization with a localized decision-making process, we regularly collaborate with each other on common issues all of our neighborhoods face. Additionally,

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Lloyd ESD Programs Include:

- Go Lloyd Transportation Mgmt.
- Lloyd EcoDistrict
- Trash Collection
- Neighborhood/Community Association
- Holladay Street Landscaping
- Neighborhood Advocacy & Promotion

we partner with the City to find innovative ways to make each of our communities extraordinary and welcoming to all.

Portland currently has three ESDs that offer services, manage their districts, and provide a voice for their communities. This handbook is a snapshot of those ESDs, including their

Owen Ronchelli
Executive Director, Lloyd ESD

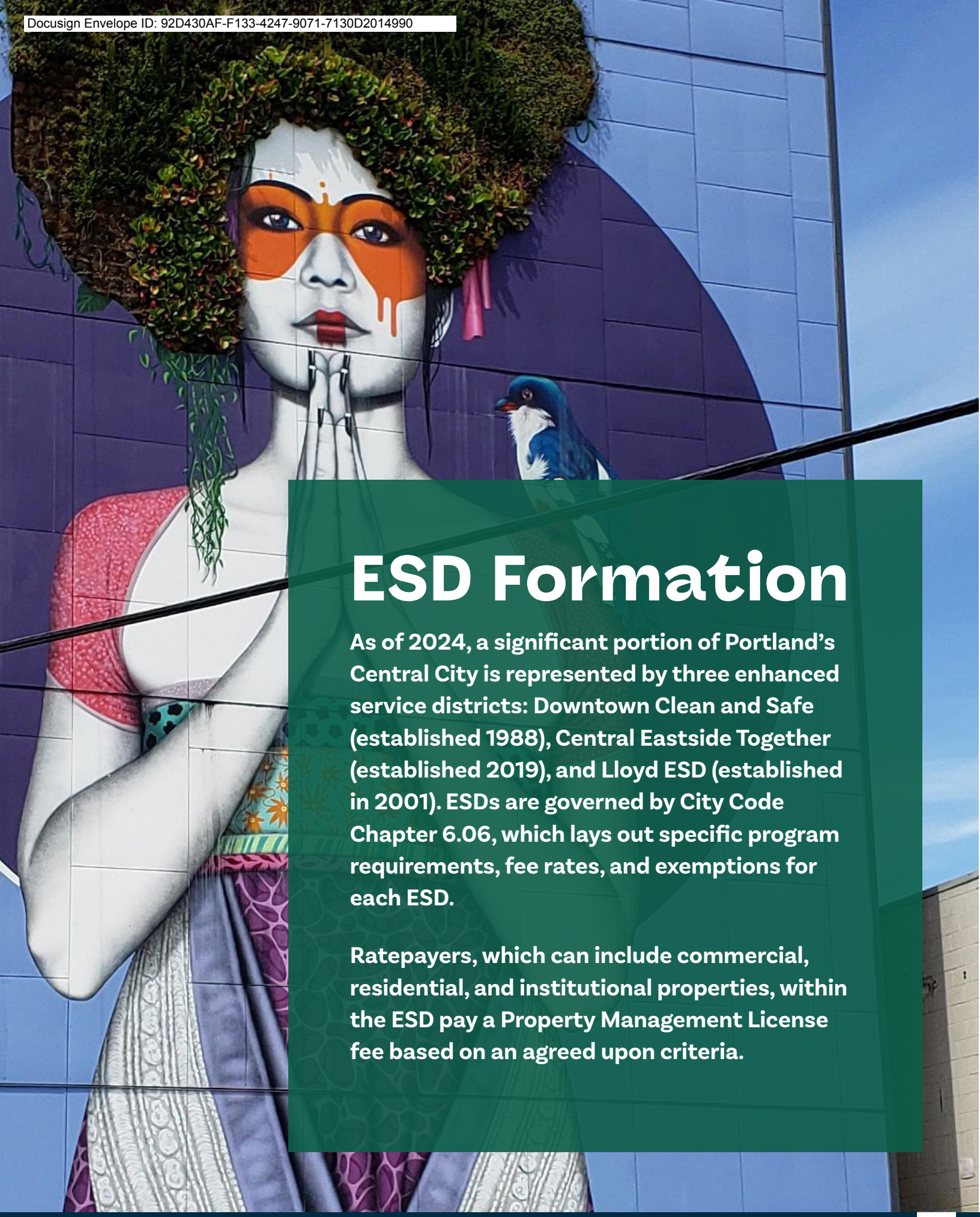
Revenues

Existing Revenue Collected (current rates)	$540,966
Estimated Assessment Increase: rates adjusted for inflation; caps increase	$128,034
Total Projected Revenue (via Dept. of Revenue)	**$669,000**

Expenses

Programs	
Trash for Peace	$0
Go Lloyd	$207,030
Lloyd EcoDistrict	$160,000
Lloyd Community Association*	$20,000
Holladay landscape islands	$16,995
Special projects	$25,750
Existing/New Org Operations Consulting	$7,725
Organizational Expenses	$6,798
ESD AdministrativeSsupport	$14,336
Executive Director (part-time)	$80,000
Marketing & Communications staff person	$0
Potential New Programs Cleaning & Ambassadors: (2) bike cleaners, (1) graffiti abatemen	$181,245
Right 2 Dream Too Rest Area Operations (50%)	$15,000
Grafitti Removal Reimbursement Grants to business owners	$20,000
Total Expenses	**$734,879**

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990



ESD Formation

As of 2024, a significant portion of Portland's Central City is represented by three enhanced service districts: Downtown Clean and Safe (established 1988), Central Eastside Together (established 2019), and Lloyd ESD (established in 2001). ESDs are governed by City Code Chapter 6.06, which lays out specific program requirements, fee rates, and exemptions for each ESD.

Ratepayers, which can include commercial, residential, and institutional properties, within the ESD pay a Property Management License fee based on an agreed upon criteria.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Forming or Expanding an ESD

Business districts interested in forming an ESD must begin with a group of interested ratepayers within a proposed boundary. Working collaboratively, and through significant outreach and engagement with impacted stakeholders, prospective ESDs must determine a suitable formula to determine a fee for the management of qualified properties. Once approved, this fee applies district-wide.

The group proposing a new or modified ESD shall complete an ESD Checklist and submit the required application materials to the ESD Coordinator for formal review. Proponents shall complete the following steps when preparing to present a ESD proposal to the City Council:

Classification of Ratepayers

- Boundaries
- Formula and Fee Methodology
- Services and Programs
- Budget
- ESD Workplan
- Organizational Structure & Management
- District Management Association
- Outreach and Ratepayer Support

The City Council will consider formation of an ESD only after significant potential ratepayer outreach and engagement is completed. For the City to approve a formation or renewal of an ESD, proponents must demonstrate to the City that there is not active disapproval for the proposed action that represents more than 33% of the total assessed value from the proposed ESD.

Typically, the City Council approves ESDs for ten-year life cycles that are governed by five-year contracts, which are also approved by City Council. These contracts are overseen by the ESD Coordinator and outline the district property management license structure, the projected annual operating budget, and roles and responsibilities. City Council must approve these contracts every five years. At the end of the ESD's lifecycle, the ESD is required to go through a "sunset review," followed by a "renewal," process if that ESD wishes to be extended for another ten-year life cycle.

Motivations to Forming an ESD

ESDs provide district-wide and district-specific enhanced services that are beyond the basic services the City of Portland provides. Assessment dollars that are collected from the district must be spent within the boundary, and budget use is determined by the ratepayers and approved by the City. This is unique to place management district funding and unlike taxes collected and used via the city.

Establishing a Ratepayer Board

Each ESD shall form a ratepayer board to adopt bylaws, approve budgets and provide policy and programming direction to staff and the DMA. Boards are also responsible for approving annual reports, approving documents required by the City, and providing guidance to the DMA to ensure the ratepayer services are delivered. Boards should be made up of ratepayers representing the district and should be largely proportional to ratepayer types that that make up the district. ESDs should be aware of the diversity of its district. Ratepayer boards should be comprised of varying sizes, types, locations, and classifications of businesses, property owners, or representatives.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Outreach and Engagement

The City recommends a robust outreach and engagement process for the formation or expansion of an ESD. Proponents can work with the ESD Coordinator on ideas of how to engage potential ratepayers. ESD proponents should conduct discussions with potential ratepayers within the proposed ESD boundary to understand support and opposition. ESD proponents are required to mail or distribute packets to new/existing ratepayers outlining the rational for establishing, renewing or modifying an ESD along with a clear description of the proposed or refined rate structure, residential caps, and proposed services. ESD should also provide a proposed boundary map, workplan and budget to potential ratepayers. The City also that at least one public meeting be held with potential ratepayers and that the ESD proponents be available for one-on-one meetings with stakeholders.

Transparency

The City requires ESD to meet certain transparency standards in how the organization meets with its ratepayers, community and broader stakeholders. See the table below to better understand current transparency requirements as well as suggestions on how to engage with ratepayers and stakeholders.

REQUIRED	RECOMMENDED
Develop and broadly share annual report with ratepayers and stakeholders.	At least one public meeting per year where ratepayers are invited to learn about ESD governance, budget and programs.
Provide annual report to City Council.	Regular mailers, newsletters or communication with ratepayers on ESD work.
Establish a financial management system that allows the tracking and documentation of all expenses incurred in carrying out District programs.	Creating one-pager outlining mid-year ESD successes and updates.
Make financial reports and statements available to ESD Coordinator on a quarterly basis and upon request.	Posting founding documents, rate structure, etc., on website.
Provide tracking measures on all programs to the ESD Coordinator on a quarterly basis.	Hold ratepayer board meetings at least quarterly. Ratepayer board meeting dates, agendas and minutes on a public website.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Equity

The City of Portland's Racial Equity Toolkit directs the City to assess equity impacts of City actions that benefit or burden communities of color. Through this work the City recommends ESDs to think through the impacts of proposed services on all stakeholders. The City also encourages a diverse set of voices and interests to be included on the Board of Director including but not limited to residential, legacy businesses, institutional, religious partners, and small commercial owners. We also suggest ESDs to engage in robust and regular conversations with all stakeholders including non-ratepayers to understand needs and better inform programs. The City encourages thoughtful consideration of staff diversity as well as diversity in subcontractors to provide goods and services.

ESDs should work with the ESD coordinator to better understand the CIty's ongoing equity and social justice efforts and to access toolkit materials.

Boundaries

A boundary map must be determined and provided to the City to form, renew or modify an ESD. Boundary maps determine where services will be provided, and which ratepayers are responsible for the ESD fee. Formal boundaries are described in City Code and set as part of formation and renewal.

Proponents need to describe how all ratepayers within the proposed boundaries are receiving or will receive benefits related to their assessment. Boundary markers are typically included streets and roads or other natural barriers that can be reasonable defined. The boundaries should also specify if properties adjoining both sides of a street are included. If only the properties on one side of the street are included, the boundaries can be set at the midpoint of the street.

For the City to approve an expansion and/or boundary change of an existing ESD, the ESD must demonstrate to the City that there is not active disapproval for the proposed action that represents more than 33% of the total assessed value from the proposed expansion or new boundary area. Ratepayers who collectively contribute 33% or more of the total assessed value of the proposed new boundary area can prevent the expansion of an ESD by submitting written opposition directly to the City of Portland's Enhanced Services District Coordinator (ESD Coordinator) 30 days prior to the first council hearing slated to hear testimony on the expanding or changing of ESD boundaries. Ratepayers wishing to provide written opposition must also provide their business name, parcel number, and water billing account number associated with their specific proposed property management license fee so the City can verify they are the correct decision maker responsible for paying that specific property management license fee.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Property Management License Fees

Rate Structures are determined via local preference. Proponents can work with the City's ESD coordinator and the Revenue Division to understand fee assumptions. ESDs must determine a suitable formula to set a fee for the management of qualified properties. Once an ESD is established, any persons engaged in property management activities within the defined District is required to pay a license fee unless otherwise exempt by ordinance or by laws of the State of Oregon.

Licenses fees are for the privilege of engaging in the activity of property management in the District. No physical license is provided.

Typical fee structures include formulas based on:

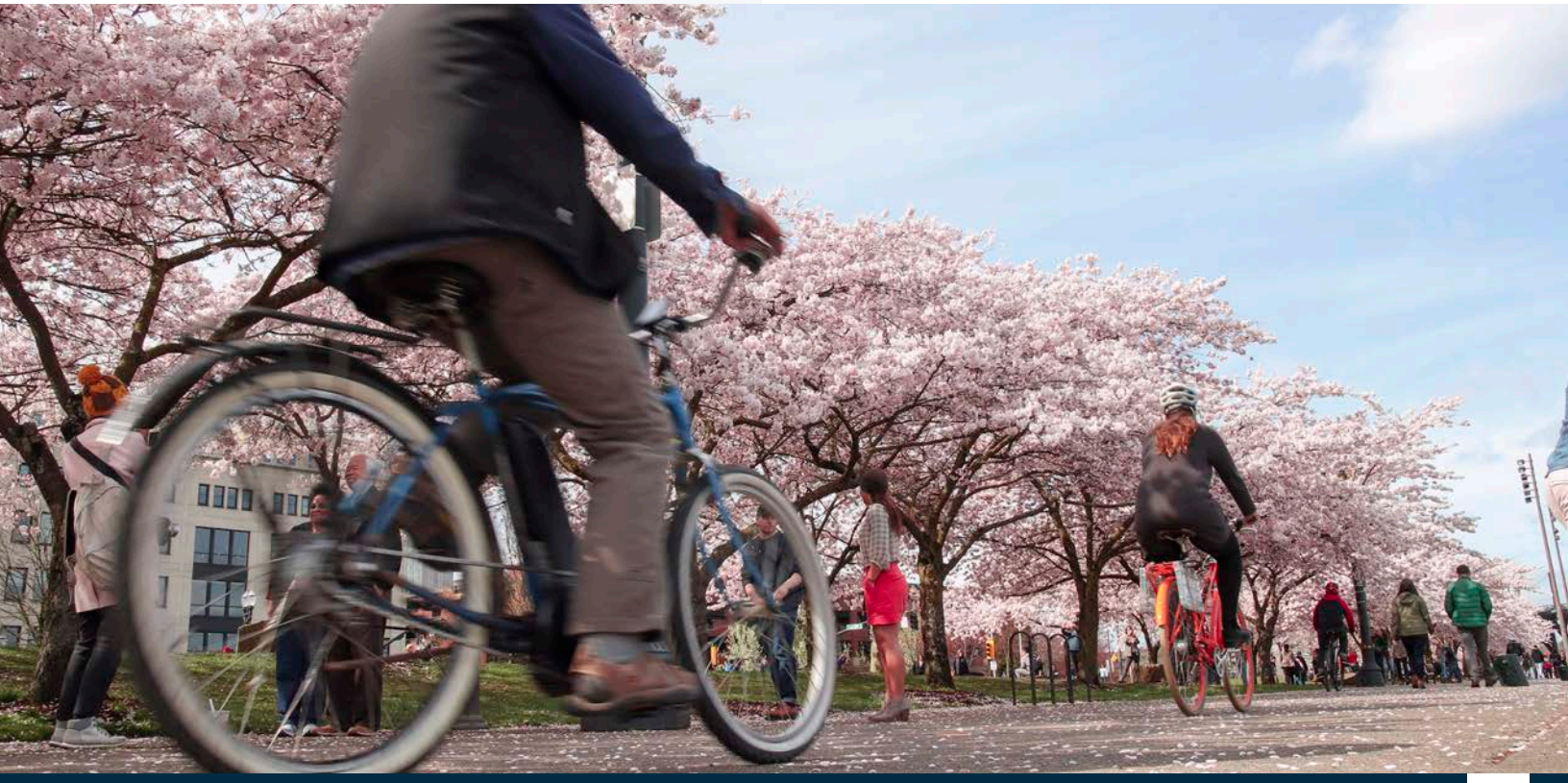
- Land square footage
- Building square footage
- Assed value of improvements
- Square feet of improvements
- Annual rates for residential condos or rental apartments

Rate Caps

Proponents may consider annual caps on types of ratepayers or type of assessment. When considering caps proponents should weigh impacts on budget, ability to provide services, ratepayer support, and length of district period.

Inflation and Annual Escalators

The City recommends that proponents include considerations for inflation or annual escalators as part of their budget assumptions. This allows the organization to plan for rising costs of programming, staff,s and other operations.



Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

City Roles, Fees, and Support

The City also provides program oversight and guidance to ESDs as well as ensures that fees are collected, and contract obligations are met.

As part of its agreement with ESDs, the City will enter into a basic service agreement with each district that delineates the ongoing services the City intends to provide in the district after the ESD is formed. These services are tracked by the ESD Coordinator and reported to the DMA quarterly. ESDs are also required to provide quarterly reports to the ESD coordinator describing services delivered.

The City is responsible for the annual collection of license fees from businesses and distributing the dollars to the approved DMA. The City will prepare and provide notice of the fee to each ratepayer. This information will include, amount of license fee being charged, including data and the formula being used to arrive at this amount, activities being performed in the district and any exemptions that apply. The City will also handle any appeals from ratepayers. Appeals must be received from ratepayers 30 days after the notice from Revenue is mailed.

The City will provide collection services for each ESD for a fee of 2% of the total District License Fee billings for each year. The City will deduct its fees from the License Fees collected. In addition to the 2% fee, an allocation of direct overhead charges will be deducted to arrive at the net License Fee revenues payable to each ESD. ESDs agrees to partially fund the City of Portland Enhanced Services District Coordinator position during the City of Portland's fiscal year, roughly 1%.

Dissolution

Ratepayers who collectively contribute 33% or more of the total assessed value of an ESD can request dissolution of district and elimination of the license fee by submitting written opposition directly to the City of Portland's Enhanced Services District Coordinator (ESD Coordinator). Ratepayers must provide their business name, parcel number, and water billing account number associated with their specific property management license fee so the City can verify they are the correct decision maker responsible for paying that specific property management license fee.

Renewal / Expansion

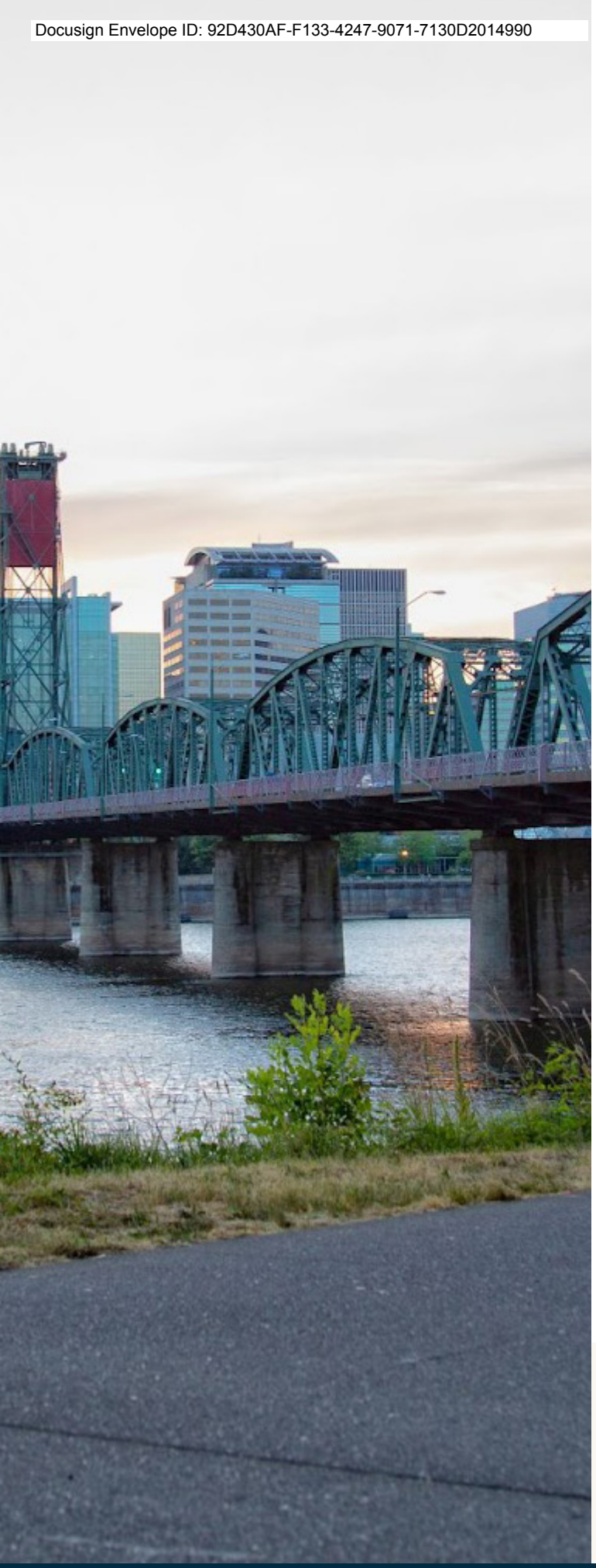
The City of Portland's Enhanced Services District (ESD) Petition Packet guides districts that are renewing or expanding their district. For more details on current requirements, please refer to the ESD Petition Packet (www.portland.gov/venues/enhanced-services-districts).

The City reserves the right to continue the fee until any city debt and pledge obligations are recovered.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Central Eastside Together ESD

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990



Central Eastside Together

centraleastsidetogether.org

Downtown Clean & Safe

downtownportland.org

Lloyd ESD

lloydpdx.org

City of Portland

Devin Reynolds, ESD Coordinator

Devin.reynolds@portlandoregon.gov

Uncommon Bridges

Report produced by Uncommon Bridges

uncommonbridges.com

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

CITY OF PORTLAND

ENHANCED SERVICES DISTRICT HANDBOOK

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

(This text was used for a website that was distributed to the community.)

Hilltop Business Improvement Area Information

Since 2022, a dedicated group of businesses, property owners, community leaders, non-profits, and residents has spent nearly 24 months collaborating to create a comprehensive plan for the Hilltop BIA. Together, they've developed a budget, identified essential services, and defined a boundary to ensure the Hilltop community remains vibrant, thriving, and well-supported.

What is a BIA?

Business Improvement Areas (BIAs), authorized under **RCW Chapter 35.87A**, are critical tools for revitalizing business districts. They provide a locally controlled, sustained funding mechanism for community enhancements and business development. As Hilltop continues to grow, the BIA will offer a cohesive approach to address challenges and capitalize on new opportunities for the neighborhood.

Proposed Function of the Hilltop BIA

The Hilltop BIA is structured to support our diverse community through direct, immediate services and investments. The program will respond to direct stakeholder feedback, tackling the most urgent needs, including:

- **Clean & Beautification Services**
- **Hospitality & Outreach Services**
- **Marketing Services**
- **Administration Support**
- **Activation Services**
- **Business Support Services**
- **Legacy Business Grant Fund**

Through these efforts, the Hilltop BIA will advocate for the community, collaborating with the City of Tacoma to ensure Hilltop remains clean, safe, and welcoming. The Hilltop BIA will also serve as a voice for residents and businesses on key policy issues, including transit, transportation, public safety, and development.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Petition to Establish the Hilltop BIA

The Hilltop community is petitioning the City of Tacoma to establish a six-year Parking and Business Improvement Area within the defined Hilltop boundaries. If approved, this proposal will create Tacoma's **second BIA**, following over two years of planning and community engagement.

The petition includes:

1. **Boundary Definition** – outlining the Hilltop BIA service area
2. **Assessment Formula** – detailing how fees will be calculated and applied to property owners
3. **Business Plan** – specifying services, programs, and budget

Assessment Formula: How the Hilltop BIA Will Be Funded

The Hilltop Business Improvement Area will be funded through special assessments on properties within the BIA boundary. These assessments ensure a fair contribution from those who benefit directly from BIA services, including improvements in safety, cleanliness, business support, marketing, and activation programs.

Assessments will apply to:

- **Commercial properties**
- **Multifamily residential properties** with four or more units
- **Mixed-use properties** (both residential and commercial)
- **Nonprofit-owned properties**

Standard Rate	(Value Rate x TAV/$1,000) + (Lot SF Rate x Lot SF)	*$0.60 (Value Rate)* *$0.14 (Lot SF Rate)*
Residential Ceiling	Units x Ceiling Rate	*$65 per unit/yr*
Subsidized housing ceiling	Units x Ceiling Rate	*$30 per unit/yr*

Least Value Assessment (LVA): Where applicable, ensures the lowest possible assessment based on the standard formula or applicable ceilings

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Non-Profit Rate: A 25% reduction to the standard rate is applied when Total Appraised Value and Total Taxable Value are not equal, and Total Taxable Value = 0
For each subsequent year of the Hilltop Improvement Area assessment (2026 -2032), the following may be factored in, per the board's request:

- An increase to each property's annual assessment by the local Consumer Price Index, no more than 6%
- A recalculation of the assessment based on the current Pierce County Assessor's data is needed to determine if net building square footage changes from one year to the next.

Oversight

The **Hilltop BIA Ratepayer Board** will oversee assessments and all operations. The board includes representatives from:

- North and South-end property owners
- Property owners within the City-defined business district
- Hospital and community groups
- Hilltop Neighborhood Business District Association
- Four at-large property owners (residential or commercial)

This governance ensures transparency, accountability, and equitable use of all BIA funds.

Proposed Use of BIA Funds

The Hilltop BIA budget totals **$604,777.19**, allocated to key services:

Service Area	Cost	% of Budget
Clean & Beautification	$139,098.75	23%
Hospitality & Outreach	$127,003.21	21%
Business Support	$90,716.58	15%
Activation	$72,573.26	12%
Marketing	$78,621.03	13%
Administration	$66,525.49	11%

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Legacy Business Grant Fund	$30,238.87	5%

Key Initiatives Include:

- **Clean & Welcoming Services:** Litter pickup, graffiti removal, pressure washing, hospitality ambassadors, partnerships with local service providers
- **Marketing:** District promotion, business outreach, wayfinding to local businesses
- **Activation Services:** Street fairs, public space improvements, coordinated public art, park activations
- **Business Support:** Technical assistance, legacy business grants, retail recruitment, policy advocacy, data analysis
- **Administration Support:** Partnership coordination, contract management, and collaboration with the City of Tacoma

The Hilltop BIA is committed to hiring **locally** for up to 70% of contracted services, prioritizing **BIPOC** and **WMBE** providers within Hilltop and the Greater Tacoma Area.

Next Steps: What Happens Now?

The Hilltop BIA is a structured, locally driven funding mechanism designed to ensure a thriving business district, stronger community connections, and a brighter economic future. Here's what to expect in the coming months:

Petition Circulation

Petitions are circulated to over 200 property owners within the proposed BIA boundaries. Once property owners representing 60% of the assessed value return signed petitions, they will be submitted to the City of Tacoma for consideration.

City Review and Ordinance Process

After receiving the petitions, the City will:

1. Review the submitted petitions
2. Introduce an ordinance to formally create the Hilltop BIA
3. Present the ordinance to the Economic Development Committee for consideration, followed by review by the full Tacoma City Council

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

4. Hold a public meeting and provide opportunities for public comment.

Grounding Period and First Board Nominations

If the ordinance is approved, the City will open the application process for the first Hilltop BIA Board of Directors application period, which will remain open for one month. Key steps include:

- The Economic Development Committee will review board applications
- Selected candidates will be referred to the full City Council for appointment
- This process applies only to the first BIA board

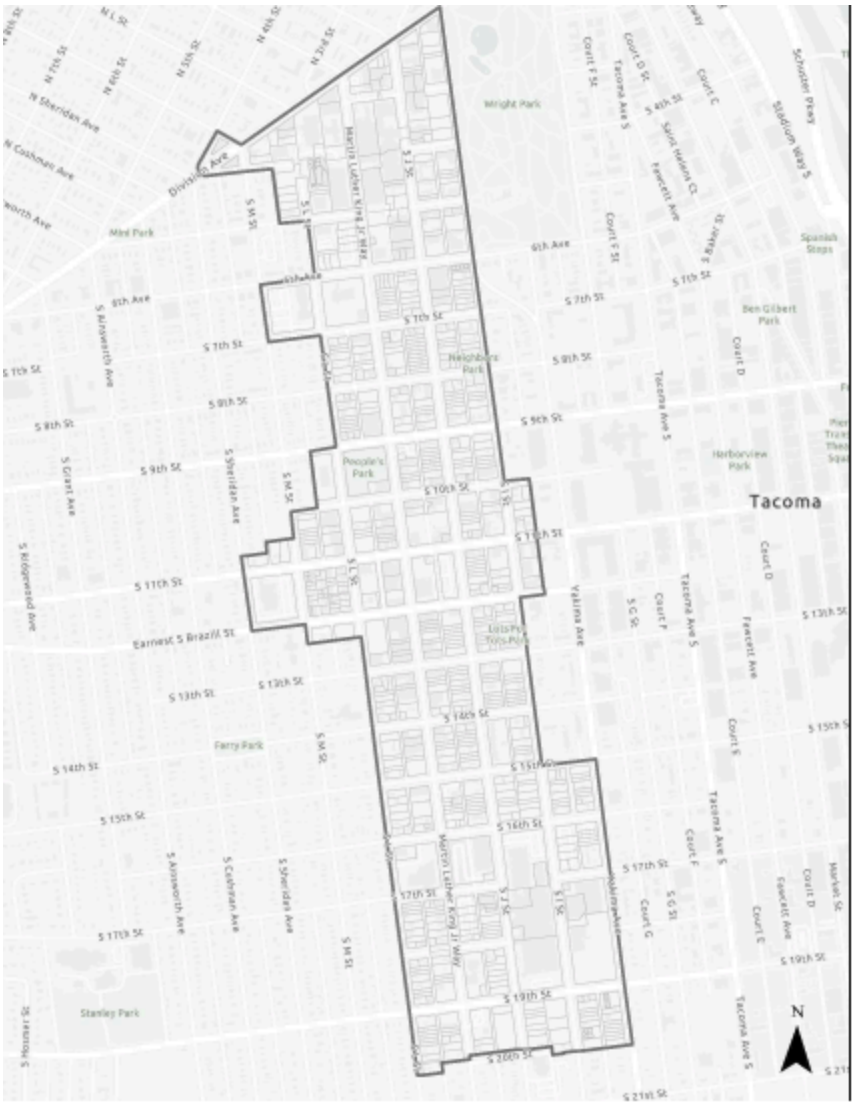
The City of Tacoma has committed to a **6-month community grounding period** to ensure a strong foundation for the Hilltop BIA. During this period:

- Ratepayer board member applications and selections will be finalized
- A **nonprofit organization** will be selected or established to administer BIA operations
- **Year-one services and programs** will be developed
- **Bylaws** for the BIA Ratepayer Board will be created.

This structured approach ensures that the Hilltop BIA begins operations with strong governance, clear priorities, and a framework for effectively serving the community.

For more information, please visit our **Google Drive** or email us at **HilltopBIA@gmail.com.** The shared drive has been publicly available and updated throughout the duration of this effort.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990



Proposed Boundary Definition of Hilltop BIA

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Note: Uncommon Bridges was previously known as BDS Planning & Urban Design.

RACIAL EQUITY, ANTI-DISPLACEMENT POLICIES, AND "MIDDLE HOUSING" RECOMMENDATIONS FINAL CONSOLIDATED REPORT

City of Redmond

***Draft* Recommendations Prepared by**
BDS Planning and Urban Design;
BHC Consultants

June 21, 2023

Redmond
WASHINGTON

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

TABLE OF CONTENTS

EXECUTIVE SUMMARY 3

Background 3

Project Purpose 3

Major Themes & Outcomes 4

RACIAL EQUITY ANALYSIS REPORT 5

History of Redmond's Racially Exclusive and Discriminatory Land Use & Housing Practices 5

Findings of Racially Disparate Impacts in Redmond 9

Racially Disparate Impacts Summary 13

Next Steps & Best Practices Recommendations 15

PUBLIC ENGAGEMENT REPORT 16

Redmond Middle Housing Engagement Process Overview 16

Preliminary Engagement Outcomes (Eastside for All) 18

Lessons Learned & Next Steps 20

MIDDLE HOUSING CODE AND POLICY CHANGES REPORT 21

Purpose 21

Summary of Options 21

Recommendations 22

Policy analysis table 37

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

EXECUTIVE SUMMARY

BACKGROUND

The State of Washington has a housing deficit. Redmond is no exception. The Department of Commerce estimates the state will need an additional 1.1 million homes over the next 20 years to meet demand. **For Redmond, this results in 20,000 additional units that need to be added between 2019 and 2044.**

Additionally, the City of Redmond faces a lack of housing diversity. According to Redmond's Housing Needs Assessment, less than 1% of housing units were middle housing types, such as duplexes, triplexes, fourplexes, and townhomes. To address the statewide shortage of housing, the state legislature has passed several bills in the past three years, including HB 1110 during the 2023 session. **This Bill mandates that fourplexes be allowed on most residential lots** and for residences within one-quarter mile of major transit, or if the developer provides two additional affordable units, six units per lot must be allowed.

Lastly, **many residents are unable to acess and/or matain stable housing in Redmond**. One quarter of Redmond's residents pay more than 30% of their household income on housing. Elderly and young adult populations face the greatest burden. Additionally, 89% of Redmond's local workforce lived outside of the city in 2017.[1] In some cases, the legacies of present day housing instability and unaffordability see their roots tied to a web of discrimintatory housing policies, practices and other general cultural pressures of disenfranchisement in King County and Redmond's history.

PROJECT PURPOSE

In response to these housing challenges and their intersecting issues, BDS Planning and Urban Design (BDS) and BHC Consultants (BHC) were hired through the Washington Department of Commerce's Growth Management grants to develop middle housing and anti-displacement strategies for Redmond. Displacement is defined as a process that forces a household to move from its community because of conditions beyond its control. Displacement may fall into one of three categories:

- *Physical displacement:* Households are directly forced to move for reasons such as eviction, foreclosure, natural disaster, or deterioration in housing quality.
- *Economic displacement:* Households are compelled to move by rising rents or costs of home ownership like property taxes.
- *Cultural displacement:* Residents are compelled to move because the people and institutions that make up their cultural community have left the area.[2]

---

[1] City of Redmond, Housing Needs Assessment, 2020.

[2] Department of Commerce. "Guidance to Address Racially Disparate Impacts."Washington State Department of Commerce, 2023. https://deptofcommerce.app.box.com/s/1l217l98jattb87qobtw63pkplzhxege.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

This report intends to communicate a set of recommendations and strategies that strive to bridge the relationship between middle housing options as a means for addressing racially disparate impacts related to housing access and affordability in Redmond.

This is a consolidated body of work inclusive of racial equity analysis, a public engagement report, and recommended middle housing code and policy changes.

MAJOR THEMES & OUTCOMES

Across the threefold analysis described above, the following major themes best describe the balance of Redmond's context and its opportunities to address racial equity and anti-displacement in and with middle housing policies:

- The presence and/or absence of documented historical racism and discrimination cannot alone justify the level of attention needed to address present day racially disparate impacts
    - An equitable and culturally inclusive response to addressing racially disparate impacts necessitates an approach that tackles histories of racisim, building of community relationships & power, and housing policy updates together.
- Redmond is a desirable yet costly place to live with simultaneous experiences of wealth and meaningful housing/income instability.
- Racial equity, anti-displacement policies, and middle housing recommendations should:
    - Consolidate residential zones to meet new state law and address the housing deficit.
    - Create complete and culturally responsive neighborhoods. Exclusive single-family neighborhoods have long been a tool of discrimination in housing. Allowing more flexibility in uses, as well as housing types, enables more culturally responsive neighborhoods in response to this legacy.
    - Change permitting procedures. While land and material costs impact housing affordability, so too does review timelines and procedures. Creating more flexibility and streamlining, where possible, types of housing, could increase reduce burdens to supplying middle housing.
    - Enhance equity in housing and zoning processes to address past and present harms. Allowing more housing types and diversity does not erase displacement pressures. Continuing and enhancing anti-displacement policies is essential to mitigating further displacement. Implementing inclusive outreach is essential to this to better identify policies and programs that meet the specific needs for communities at risk of displacement.
- Ongoing community engagement should support the City's planning for prioritization and implementation of recommendations

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

RACIAL EQUITY ANALYSIS REPORT

In 2021, the Washington State Legislature passed HB1220 which amended the Growth Management Act in statute RCW 36.70A.020(4) requiring communities to "encourage affordable housing" and to "plan for and accommodate" housing affordable to all income levels. [3]

Additionally, the update requires jurisdictions to adopt a new housing element that identifies local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing; and seeks to implement changes to address and begin to undo such impacts and harms.

This section of this consolidated Racial Equity, Anti-Displacement Policies, and "Middle Housing" Recommendations report responds to the relationship of these updated requirements as referenced within the supporting Washington State Middle Housing Grant Program.

This section is organized according to the following subsections:

- History of Redmond's Racially Exclusive and Discriminatory
- Land Use and Housing Practices
- Findings of Racially Disparate Impacts in Redmond
- Next Steps and Best Practice Recommendations

HISTORY OF REDMOND'S RACIALLY EXCLUSIVE AND DISCRIMINATORY LAND USE & HOUSING PRACTICES

Throughout the 20th century, the practice of urban planning explicitly and implicitly disrupted the ability of Black, Indigenous, and other communities of color to thrive in place.

With emphasis on the past 100 years, urban planning and policies related to housing, land use, transportation, etc. have compounded the impacts of harms experienced by diverse communities already felt across racist citizenship, education, criminial justice, and other societal instuitutions since the 1700s and beginnings of the United States of America.

This subsection seeks to describe of some of these exclusionary urban planning and housing practices within Redmond and its likely connected communities. A brief description of each practice along with information about associated local impacts (not exhaustive) in Redmond and the surrounding area is provided. These practices, along with other social dynamics, contributed to racial segregation, systemic barriers to homeownership opportunities for people of color, and exclusion from wealth generating opportunities through homeownership for people of color.

Note – the information presented below represents only those histories that show a documented relationship with Redmond and may not account for the complete breadth of impacts experienced by communities present at the time. Such practices were common not only in the Seattle metro area but also across the country. So, even though there may not be documented instances of some of

[3] Washington State Legislature. *Emergency Shelters and Housing – Local Planning and Development*. Engrossed Second Substitute House Bill 1220. 67th Legislature., 2021 Regular Session

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

these practices occurring in Redmond, it certainly does not mean that it never occurred there or that Redmond was impervious to the prevailing discriminatory practices and racist attitudes of that time.

Practice	Description	Local Impacts
Exclusionary Zoning (1910s – Present)	After race-based zoning was ruled unconstitutional (1917), many cities began to legally use zoning as a tool to covertly exclude certain populations (e.g. low-income households, racial minorities) from certain areas. Exclusionary practices in single-family zoned areas became more prevalent, which included: minimum lot size requirements, floor area requirements, large setbacks, and exclusion of multi-family housing.[4]	Racist sentiments and exclusionary practices made their way into neighborhood and housing development throughout the region. Restrictive covenants, redlining, and other practices and conditions exacerbated these disparate impacts. Currently, Redmond has high housing costs and lacks housing diversity, which makes finding housing difficult or unattainable to some people who need or prefer to rent housing or who can only afford lower-cost housing types for ownership.[5] In a recent housing survey, people of color reported greater barriers to both renting and buying in Redmond: "More than half said they couldn't find a place they could afford, nearly one-third said they had trouble with down payments/financing, and 16% cited discrimination."[6]
Racially Restrictive Covenants (1926 – 1948)	Racially restrictive covenants, enforceable contracts used by developers, prohibited the sale or rental of property to certain racial minorities and religious groups (e.g. Blacks, Asians, Jewish). These covenants became a widespread instrument used in	Based on preliminary estimates of the number of subdivisions with racially restrictive covenants, 20 subdivisions in cities contiguous with Redmond restricted residence by race. Ames Lake and Weber's point, both on the eastside outside of Redmond, restricted their

[4] Washington State Department of Commerce. "Guidance to address racially disparate impacts: Updating your housing element to address new requirements." WA Dept. of Commerce. Accessed June 16, 2023. https://deptofcommerce.app.box.com/s/1l217l98jattb87qobtw63pkplzhxege.

[5] City of Redmond, Housing Needs Assessment, 2020.

[6] "Redmond Housing Strategy Questionnaire: Survey Response Report." City of Redmond, 2021. https://www.redmond.gov/DocumentCenter/View/25990/Housing_Survey_Responses_Report.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	the 1920's until they were declared unenforceable in 1948.	ownership to "those of the Caucasian race".[7]
Federal Mortgage Discrimination & Redlining (1934 – 1968)	During the New Deal era, a federal agency was created to provide mortgage assistance to homeowners and would-be homeowners: the Home Owners' Loan Corporation (HOLC). HOLC created "residential security" maps (evaluating perceived lending risk) in which lines were drawn around and rated neighborhoods in larger metropolitan areas across the U.S. as better or worse for housing investments. Properties in neighborhoods with people of color or economically disadvantaged conditions were deemed as riskiest based on these HOLC maps; consequently, people living in these "risky" or "riskiest" neighborhoods were denied access to housing loans by lending institutions (i.e. redlined).[8]	Neighborhoods rated best for housing investments were typically in affluent White suburbs; one of eight criteria for a higher rating was if deed and zoning restrictions were in place to sufficiently protect a neighborhood from certain racial and social groups and incompatible land uses (e.g. multifamily housing). The Seattle metro area includes examples of HOLC maps and associated redlining (e.g. Seattle, Tacoma).[9] Redlining contributed to extremely low homeownership rates in neighborhoods of color, creating a generations-long barrier to wealth building. A 1975 report by the *Central Seattle Community Council Federation* titled "Redlining and Disinvestment in Central Seattle: How the Banks are Destroying our Neighborhoods" found that disinvestment in Seattle's Central Area possible contributed to helping the suburbs: "Ratios of deposits to loans in the Central branch banks was 24%, according to the report; in suburban brank baks the ratio was 97%."[10]
Urban Renewal & Transportation	From the 1950s – 1970s, the federal government provided significant funding for "urban renewal" projects across the U.S.	During this time, various urban renewal and transportation infrastructure projects were federally funded in King County; major transportation projects included

[7] Seattle Civil Rights and Labor History Project. "Racial Restrictive Covenants." University of Washington. Accessed June 9, 2023. https://depts.washington.edu/civilr/covenants.htm.

[8] "Guidance to address racially disparate impacts."

[9] Robert K. Nelson, LaDale Winling, Richard Marciano, Nathan Connolly, et al., "Mapping Inequality," American Panorama, ed. Robert K. Nelson and Edward L. Ayers, accessed June 18, 2023, https://dsl.richmond.edu/panorama/redlining/

[10] Seattle Municipal Archives. "Redlining in Seattle". City of Seattle. Accessed June 20, 2023, https://www.seattle.gov/cityarchives/exhibits-and-education/online-exhibits/redlining-in-seattle

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Infrastructure (1950s – 1990s)	This practice allowed cities to use funds to improve areas they had deemed "blighted." Due to patterns of deliberate underinvestment, redlined areas were more likely to be deemed as "blighted", and therefore slated for renewal.	Interstates 5 and 90.[11] Projects implemented as part of these programs often led to disproportionate impacts to low-income and minority communities. Such impacts included displacement, reinforced segregation (e.g. physical barriers via highways), loss of community relations, and further impoverishing communities.[12]
Suburbanization (1950s – 1990s)	The construction of the national highway system accelerated the population growth of suburban cities at the expense of central cities. Most people migrating from central cities to the suburbs were White, leading to a description of this migration as "White flight." Fueling this "White flight" were racially restrictive covenants, redlining, racially-based federal housing incentives post WWII (G.I. bill), and a prevailing racist culture.[13]	The national highway system accelerated population growth in the suburbs of east and south King County. Also, the original opening of the 520 Bridge in 1963 and subsequent improvements to this facility contributed to suburbanization. Moreover, mandatory school integration ordinances in King County fueled "White flight" to Eastside communities.[14]
Gentrification & Displacement (1970s – Present)	Displacement occurs when housing or neighborhood conditions force residents to move. Gentrification occurs when previously disinvested in and/or low-income neighborhoods experience higher-income residents move-in and increase housing costs.[15] Historical	Redmond is growing at a faster rate than King County as a whole, and its local housing market has not kept pace with increased demand. Redmond's "housing costs and rental rates have skyrocketed."[16] Based on PSRC's displacement risk map, 3 of the approximately 12 census tracts

[11] Digital Scholarship Lab, "Renewing Inequality," American Panorama, ed. Robert K. Nelson and Edward L. Ayers, accessed June 18, 2023, https://dsl.richmond.edu/panorama/renewal/#view=-2820.35/-984.31/18&viz=map&city=seattleWA&loc=12/47.6080/-122.3230

[12] "Guidance to address racially disparate impacts."

[13] King County. "King County Countywide Planning Policies Housing Chapter: Resources for Documenting the Local History of Racially Exclusive and Discriminatory Land Use and Housing Practices." King County.

[14] "King County Countywide Planning Policies Housing Chapter"

[15] "King County Countywide Planning Policies Housing Chapter"

[16] City of Redmond, Housing Action Plan, 2021.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	patterns of disinvestment, discriminatory practices, economic development and urban renewal projects, along with regional economic and housing market pressures have set the stage for gentrification and displacement.	that make up most of City limits in Redmond is considered "moderate risk."[17] Older buildings and homes are at risk of redevelopment and/or renovation, which can potentially increase rents.[18]

Prior to the 19th and 20th century, impacts related to colonialism and fractured treaties with Indigneous People and Black Exclusion Laws in Oregon Territory have acted to shape the foundational basis for White settler entitlement over land occupation and access. Additional ethnic and other discriminatory practices compounding these implications in King County and Washington include Chinese exclusion and "Alien" Land Laws[19] and Japanese Internment.

Other anecdotes of racist ideas and culture practiced in Redmond prominently includes the establishment of the Redmond lodge for the paramilitary Silver Shirt Legion founded by known Hitler supporter and national figure William Dudley Pelley.[20] The land dedicated for the lodge was donated to Dudley by Redmond residents Ruby and Arthur Johnson.[21] Though the lodge stood until the late 1980s and is no longer present, remants tied to this history remain, as the namesake of Arthur Johnson is the current name of known park on the east side of the City.

FINDINGS OF RACIALLY DISPARATE IMPACTS IN REDMOND

Given the historical context of *documented* racial history in Redmond's housing and other land use practices, the purpose of this subsection is to describe a modern-day cross-section of relative housing outcomes.

NOTE – it is important to understand that the presence or absence of documented discriminatory housing practices does not alone determine the level of response or attention required to address modern racially disparate impacts in housing. The reason for this is two-fold:

[17] Puget Sound Regional Council. "Displacement Risk Mapping." Accessed June 18, 2023. https://psregcncl.maps.arcgis.com/apps/MapSeries/index.html?appid=1769d732e3de4905ba0bf5ffaf75f602

[18] City of Redmond, Housing Action Plan, 2021.

[19] Grant, Nicole. "White Supremacy and the Alien Land Laws of Washington State". *The Seattle Civil Rights & Labor History Project*. Accessed June 19,2023. https://depts.washington.edu/civilr/alien_land_laws.htm

[20] *When the 'American Hitler' Came to Washington | Mossback's Northwest*, 2018. https://www.youtube.com/watch?v=mqMWngthj3M.

[21] DAHP. "Silver Shirt Legion Hall; Johnson, Arthur and Ruby House." DAHP, 1985. 46742.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

1. It is often difficult to identify or know of historical records detailing narratives from the perspectives of impacted communities. We must acknowledge that our understanding of history likely includes a deficit of records that were not documented or retained; and
2. Many communities – to this day – will cite lore or other beliefs to explain how and why populations did or do not interact with the housing market. As legacies of cultural racism and discrimination created new economic realities, communities With such caveats recognized, the following information reflects the existing findings of racially disparate impacts in Redmond.

Total Population Redmond and King County

Race / Ethnicity	Redmond Count Estimate	% Redmond Population Estimate	% King County Population Estimate
American Indian and Alaska Native	124	0.2%	0.4%
Asian	24,953	36.7%	18.2%
Black or African American	1,069	1.6%	6.4%
Native Hawaiian and other Pacific Islander	155	0.2%	0.7%
White (alone)	33,396	49.1%	58.2%
Other Race	349	0.5%	0.4%
Two or more races	2,725	4%	5.7%
Hispanic or Latino (of any race)	5,188	7.6%	9.8%
Total	67,959	99.9%	

Source: Washington RDI Data Toolkit, 2023

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Redmond Median Income, 2021

The 2021 American Community Survey 5-year estimates the Median Household Income in Redmond to be **$147,006.** A breakdown by race/ethnicity:

Race / Ethnicity	White (alone)	Black or African American	American Indian & Alaska Native	Asian	Native Hawaiian and other Pacific Islander	Two or more races	Hispanic or Latino (of any race)
Median Income (dollars)	126,836	124,416	n/a	174,762	n/a	128,631	96,356

Source: 2021 ACS 5-Year Estimates Table S1903

Redmond five year change in households by income and race, 2014-2019

The data in this section describes the difference in median household income by race between 2015 and 2020. For the purposes of this detailing, the Washington State RDI Data Toolkit organizes Area Median Income (AMI) bands as such:

- Extremely Low-income (≤30% AMI)
- Very Low-income (30-50% AMI)
- Low-Income (50-80% AMI)
- Moderate Income (80-100% AMI)
- Above Median Income (>100%)

For the purposes of this analysis, *"middle incomes"* will be used to refer to the source data values associated with incomes between 30 – 100% AMI.

	All Households	White (alone)	Black or African American	American Indian & Alaska Native	Asian	Native Hawaiian and other Pacific Islander	Hispanic or Latino (of any race)
%change Above Median Income (2015 – 2020)	1.17	1.04	0.77	n/a	1.57	n/a	0.89

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

%change "Middle Incomes" (2015 – 2020)	0.99	0.91	1.01	n/a	1.50	n/a	0.67

Source: Washington RDI Data Toolkit, 2023

Across this information, it is apparent that overall median income in Redmond is relatively unchanged since 2015 with a modest increase in the highest tier of income earners.

When examining for racial/ethnic categories, only Asian housheholds have seen an increase in both "middle" and high incomes. Black or African American and Hispanic households have seen a decrease in median incomes with the latter seeing a substantial dip in middle incomes. Comparatievely, white households, though reltaively stable, have seen a decrease in middle incomes.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Other Household Characteristics

Race / Ethnicity	0-30% AMI	31-50% AMI	51-80% AMI	81-100% AMI	>100% AMI	Renter	Owner	Cost or Severely-Burdened*
All Households	8%	7%	6%	6%	73%	50%	50%	23%
American Indian and Alaska Native	n/a							
Asian	5%	3%	3%	5%	84%	52%	48%	13%
Black or African American	18%	21%	0%	2%	59%	73%	27%	37%
Native Hawaiian and other Pacific Islander	n/a							
White (alone)	9%	8%	8%	7%	68%	45%	55%	27%
Two or more races	11%	5%	15%	4%	65%	70%	30%	17%
Hispanic or Latino (of any race)	8%	6%	20%	5%	61%	73%	27%	24%

**Cost or Severely-Burdened: combined households whose housing costs amount to 30% or greater of income*

Source: 2020 Census Data

RACIALLY DISPARATE IMPACTS SUMMARY

The brief picture of household characteristics, income, and homeownership across available racial/ethnic data points shows evidence of some racially disparate impacts in Redmond.

Of the data available, the demographic picture demonstrates Redmond to be a community that is predominantly white and Asian; representing ~ 86% of the total population combined. Within these demographics, Asian households in Redmond appear to be higher-income earners with a closer split on homeownership. These trends have been increasing in this direction for the past couple of decades. Information suggests this picture is largely reflective of the recruitment patterns of engineering and other tech industry jobs such as Microsoft which boomed in the 1990s and saw a wave of immigrant and domestic recruitment of South Asian people. By 2017, Redmond, among the

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

King County Eastside suburbs, had the highest percentage of working residents who are employed in computer and mathematical occupations in the country, even ousting Silicon Valley.[22]

Between 2010 and 2020 Redmond's Asian population nearly doubled. This trend suggests such wealth and stability among this community is more recent – aligning with engineering and tech industry recruitment cycles – as opposed to long-standing households holding onto wealth. Though some first-person accounts hesitate against the understanding of Asians and Indians in Redmond falling to the "model minority" archetype:

> *" We should also not forget that this is an area with a very large working-class community of South Asians ... that community never gets talked about because we tend to tell the high-tech success model minority stories"* [23]

For white populations, there are far greater gaps and variations. Simultaneously, while white households in Redmond experience some of the higher ends of income bands and homeownership, they also make up for a significant proportion of the population meaningfully struggling with housing costs. This information suggests that when accounting for more than race, some of the greatest contributors to housing unaffordability and displacement have been economic.

Nonetheless, disparities and impacts and Redmond cannot be entirely justified by solely economic factors. The populations most signficantly experiencing the brunt of rising costs, widening income earnings, and high levels of housing instability comparatively are Black/African American and Hispanic/Latino communities.

When accounting for historical contexts, it is reasonable to assert that Redmond has always been a largely white city. Throughout its history as a predominantly white community, variations in classes have been most related to suburbanization, white flight, and local industry impacts. For communities of color, there is little evidence to suggest that there have been long-standing households; which in some part is a result of direct exclusionary practices. The economic impacts of the past 15 years in Redmond have *greatly* shaped the picture of displacement and gentrification.

Given the historical context and present day profile – as presented above – it is apparent that when populations in Redmond have either 1) a long history in Redmond or 2) have moved into the area with high incomes, then they are more likely to be less impacted by such market changes.

---

[22] Balk, Gene. "Diversity surges on the Eastside, especially in Microsoft's hometown, but stalls in Seattle". Seattle Times, December 17, 2018. Accessed June 19, 2023. https://www.seattletimes.com/seattle-news/data/diversity-surges-on-the-eastside-especially-in-microsofts-hometown-but-stalls-in-seattle/

[23] Iyer, Nalini, Interview by Radke, Bill. "'Four raisins in a rice bowl' no more". KUOW, published January 16, 2019. Accessed June 19, 2023. kuow.org/stories/how-has-the-indian-community-in-the-puget-sound-changed-over-time

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

NEXT STEPS & BEST PRACTICES RECOMMENDATIONS

As the City of Redmond continues to make clear, a multi-pronged approach to addressing racially disparate impacts is necessary to be tackled alongside policies addressing housing unaffordability and access issues. Over the course of its history, whether directly or indirectly, Redmond’s use of exclusionary land use practices such as zoning, racially restrictive covenants, and development restrictions have likely contributed to disproportional benefit/harms more so than not.

Middle housing, though not a singular solution to issues of affordability and responding to housing market pressures, could support access to housing stability for communities who are seeing their competitive buying power in Redmond decreasing.

For the purposes of ongoing progress across these issues, Redmond should emphasize engagement with under/misrepresented communities and consider progressive recommendations to chip away at existing policies that limit the potential of bridging racial and economic gaps. The following two sections of this report describe best practices and recommendations to address these items.

Beyond what is detailed in this report, it is clear that – while not exhaustive – more consistent and available quantitative data is needed to understand the broader explicit and covert relationships between race, income, and housing. It is especially important to acknowledge that data for American Indian/Alaska Native and Native Hawaiian and other Pacific Islander is significantly underrepresented. Such information should be deliberately collected to reflect on the complete extent of racially disparate impacts for groups which otherwise regularly experience deficits and barriers to benefits.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

PUBLIC ENGAGEMENT REPORT

Equitable and targeted public engagement should serve as the cornerstone contibutor to the inquiry and analysis regarding complex planning proposals. Where the City of Redmond chooses to validate race and social equity as important considerations to evaluate its planning policies/practices, so too then should public engagement. Through thoughtful and deliberate engagement, the City of Redmond can best gather perspectives, collaborate on ideas, and vet potential solutions regarding Middle Housing and other housing policy recommendations' relationship to racial equity and anti-displacement measures.

As the City of Redmond set out to center public engagement as part of the development of this report's recommendations, it contracted with BDS Planning to serve as lead. Critical to this process included compensated co-leadership and advice from local community based organizations (CBOs) to reflect on gaps and identify other opportunties for impacted community feedback and insights on process suggestions. As is detailed below, the City of Redmond, in conjunction with its ARCH partners agreed for local CBO *Eastside For All* (EFA) to lead on the joint middle housing engagement.

This section is organized according to the following subsections:

- Redmond Middle Housing Engagement Process Overview
- Preliminary Engagement Outcomes (Eastside For All)
- Lessons Learned & Next Steps

REDMOND MIDDLE HOUSING ENGAGEMENT PROCESS OVERVIEW

In collaboration with City of Redmond staff, BDS Planning developed a framework and approach to targeted and equitable engagement of Redmond's most underrepresented and impacted communities. The framework and outline for the engagement process followed a process later documented as part of the Department of Commerce's "Talking Race for Planners Toolkit". [24]

The framework includes:

1. Research & Understand History
2. Define Intended Outcomes
3. Recognize Dynamics
4. Engage the community through equitable approaches and practices

1. Research & Understand History

The foreground of any engagement effort begins with a preliminary research exercise to explore questions like:

- What histories occurred within its local communities?
- How have these histories – or their legacies – impacted current conditions?

[24] Nuñez, Ishmael. "Talking Race for Planners". Washington Growth Management Services., May 24th, 2023. Accessed June 20, 2023. https://deptofcommerce.app.box.com/s/hen7osms0qbl23hv4jay52foqth4eo97

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- What documented sources of information exist – or do not exist – that describe these histories or their impacts?
- What other sources of information could help to better understand and/or validate the relationship between historical and current conditions?

Through this study, it is evident that documented histories of discrimination are relatively sparse, and do not seem to directly justify current conditions related to housing.

From what is and was known at the outset of this effort, the project team sought to priortize Black/African American, Latino and Spanish Speaking, and Native communities as the focus for engagement.

2. Define Intended Outcomes

The pursuit of evaluated and updated policies to address housing access and affordability is an appropriate endeavor for the City of Redmond. As has, and will continue to be mentioned in this report, middle housing policies alone will not suffice to solve these issues with emphasis on improving racial equity and anti-displacement.

Though not entirely rooted in historical circumstances, the City of Redmond should define intended outcomes for such evaluation and progress around what future conditions it seeks to influence.

Redmond remains a costly yet desirable place to live and by way of its circumstances is exclusionary to a diversified range of households and their needs. In order to mitigate ongoing barriers for certain communities of Color – including those underpreresented in data – the City of Redmond should reasonably explore and implement policies to address race and other socioeconomic disparities where possible.

The goals for the engagement were to create buy-in and sustainable relationships with the City of Redmond and community based organizations. The CBOs, in partnership with the City of Redmond, have an opportunity to help shape the housing development and address further displacement in Redmond.

3. Recognize Dynamics

When seeking to unearth such histories and/or current racialized experiences, it is important to acknowledge the power the City holds as a government institution.

The City should leverage and utilize its privelege and historical power to boldy learn new truths and share such a platform with communities who have been most impacted by harms.

As directed by the Department of Commerce, the City of Redmond allocated a portion of funding toward compensation of local community based organizations for their collaborative leadership in the delivery of the work and what long-term relationship building might look like.

The City of Redmond should then acknowledge, that as trust and relationships are built with community, the City is the best positioned to respond to community needs where appropriate. Engaging in a cycle of shared problem solving supported by City infrastructure, resources, and power will best set the city up for a healthy and reciprocal relationship with impacted communities.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

4. Engage the Community through Equitable Approaches and Practices

For the purposes of this effort, the BDS team proposed an approach coupling CBO partnership with targeted small-group activities. The process was outlined as such:

a) Identify Community Based Organizations

Leveraging existing contacts and relationships, conduct one-on-one conversations to understand relevant organization's interests, capacity, and networks to serve as a contracted partner organization.

b) Community Partner Recruitment

BDS, and the City of Redmond will contract with CBOs as connectors to ethnic groups and convening affinity groups. CBO representatives would serve as trusted advocates between the City and the communities they serve and/or are a part of. Preferences would be expected for bridging across cultural, linguistic, and other ethnic needs.

c) CBO-led Community Engagement

Citywide outreach strategy to gather insights on challenges that communities are experiencing in addition to investments they prefer.

d) Affinity Group Sessions

Up to 5 sessions organized around populations or interests for intimate discussions on housing challenges and reactions to possible solutions.

e) Post Engagement Synthesis

Information validation and synthesis with CBO partners to ground and fill in any outstanding gaps from the affinity-based engagement. Staff recommendations would serve to validate community preferences with an emphasis on implementation.

Following progression of these steps, Eastside for All was identified as the anchor community partner and would eventually sign a contract with ARCH to pool together engagement capacity and mitigate redundancies across similar work of Eastside communities related to middle housing.

As part of this arrangement, Eastside for All took on leadership of all engagement planning, strategy, and coordination. Information from their engagement effort is referenced below, but otherwise, its final product is titled: *Missing Middle Housing: Tell Your City; Engagement Report for A Regional Coalition for Housing and East King County Partner Cities* and should be crosswalked with the recommendations in this report.

PRELIMINARY ENGAGEMENT OUTCOMES (EASTSIDE FOR ALL)

The analysis presented here is generated from source data provided by Eastside For All as part of its *Missing Middle Housing: Tell Your City; Engagement Report for A Regional Coalition for Housing and East King County Partner Cities* report.

Where possible, BDS Planning filtered the source data to isolate for Redmond-based participants (n=101) across EFA coordinated community meetings and survey respondents.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- 48% of respondents said they are renters, 35% are homeowners, and the remaining either live with others, in a mobile home, are in transitional housing, are unhoused, or have some other living arrangement.
- Household income bands of respondents is broken down as such:
    - 20% of households make less than $25,000
    - 18% of households make between $25,000 - $50,000
    - 9% of households make between $50,000 - $75,000
    - 10% of households make between $75,000 - $100,000
    - 7% of households make between $100,000 - $150,000
    - 26% of households make more than $150,000 and more than $200,000

Consistent with the information above, there is a deficit of households with "middle income" earnings roughly between $50,000 - $150,000 using the above values as a reference

- Race/Ethnicity breakdown of respondents is as such:
    - 11% Black or African American
    - 31% Asian (East and South Asian)
    - 23% Latino/Hispanic
    - 30% White, (including Western/Eastern European) non-Hispanic
    - 1% Indigenous/Native Alaskan
- Approximately 33% of respondents indicated they are not able to afford to live in the city they want. 47% indicated they are able.
    - Approximately 47% of respondents indicated a preference to exclusively live in a City other than Redmond would they be able to afford it. Most of these responses indicated Bellevue as a preferred destination.
- 54 % of respondents indicated that they have had to move in the past due to high costs of renting and/or owning a home.
    - For respondents that indicated they moved for financial reasons, most have done so in the past three years since 2020.
- 18% of households indicated experiencing bias or discrimination in housing
- 60% of respondents indicate their support for having middle housing options in Redmond – even if it is financially beyond reach at the moment.

In addition to these data points, BDS Planning conducted a handful of initial community/cultural stakeholder interviews at the outset of this process. These insights include:

- Affordability is a top priority for communities
- Language access and barriers impact the ability for immigrant and refugee communities to participate in City feedback
- City of Redmond participation in community-led activities is minimal and not proactive
- There is a relevant relationship between minoritized communities, housing instability, and other pressures affecting living conditions

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- Organizations attention on addressing housing challenges usually aimed at lowest income bands. Many people are very housing insecure.

LESSONS LEARNED & NEXT STEPS

There are clear threads of connection among historical information and local community conversations to suggest that while racially disparate impacts in Redmond are creating polar experiences for and within communities. Within similar racial/ethnic populations, we can see segments of the community experience the higest end of wealth and housing stability in a similar frequency as there are segments of the community experiencing high barriers.

Given the resultant process and engagement outcomes, the consulting team suggests the following next steps to build on this initial engagement and fortify long-standing relationships.

- Maintain and evolve partnership with Eastside for All to include collaboration on Redmond-specific activities.
- Establish personal contacts with broader community service organizations.
- Identify and invest in City representatives that can maintain consistent visbility, access, and contacts with community.
- Conduct targeted engagement effort to best understand opportunities for population progression into middle-income bands.
- Round out engagement picture by engaging large foreign-born and other non-English dominant speaking communities.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

MIDDLE HOUSING CODE AND POLICY CHANGES REPORT

PURPOSE

The purpose of this section is to recommend middle housing and anti-displacement policies in support of achieving housing goals and implementing HB 1110. The following recommendations aim to address the following grant objectives:

- Identifies local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including Zoning; Disinvestment; Infrastructure
- Identifies and implements policies and regulations to address and begin to undo racially disparate impacts, displacement, and exclusion in housing caused by local policies, plans, and actions;
- Identifies areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments;

SUMMARY OF OPTIONS

This report provides four categories of policy options. The Policy Options are evaluated against each other in the policy evaluation matrix on page 36.

1. Consolidate residential zones to meet new state law and address the housing deficit.
2. Create complete and culturally responsive neighborhoods.
3. Change permitting procedures.
4. Instill equity in housing and through anti-displacement policies.

Where possible, these recommendations balance providing guidance on tools that the City can leverage with the relationship of adjacent but very important approaches to address racial equity and anti-displacement.

The policy options proposed in this document do not provide specific guidance on drafting new development regulations but rather provide a policy framework as well as specific guidance for drafting new development regulations. Furthermore, community discussions and outreach have been led by a community-based organization consultant, Eastside for All.

While these recommendations consider some community input that has been gathered thus far, guidance from this report should be crosswalked with EFA's engagement outputs. **Moreover, we recommend that the City of Redmond engage with community populations as a result of these recommendations to vet ideas and identify priorities prior to implementation.**

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

RECOMMENDATIONS

1. CONSOLIDATE RESIDENTIAL ZONES: POLICY APPROACHES

Redmond is proposing consolidating zones to both increase housing diversity and choices and satisfy HB 1110 middle housing requirements. The zoning changes would combine:

- R-1 through R-8 into a Neighborhood Residential zone
- R-12 through R-30 into a new Neighborhood Multifamily zone

The policy options in this section ask the question, how should these zones be regulated to address the following key issues, in addition to housing supply and state compliance?

- Housing is generally unaffordable for those making less than the area median income (AMI) of $108,600.[25]
- Redmond lacks housing diversity in its types of housing. The majority of Redmond's housing is single-family residential and apartment building types.
- Development regulations limit, and in some cases prohibit, middle housing types. For example, existing R-4 and R-6 zoning requires distance between duplexes.
- Redmond's development patterns and land use regulations make car ownership a de facto requirement in many neighborhoods. Corner stores and small-scale neighborhood commercial opportunities require a neighborhood process and land use changes to be developed in residential zones.

Policy Option 1.A Form-Based Code

Traditional zoning regulations limit types of land use in a zoning district. A form-based code approach allows a variety of different uses in a building or on a property but regulates the built form for conformance with the desired neighborhood scale and design.

This approach would deregulate land uses and instead regulate the building massing and form. Form-Based Codes can be designed and implemented in a variety of ways to achieve community design objectives. For example, Form-Based Codes may require larger buildings to provide setbacks to ensure neighboring structures are not impacted by shade. Or, it may require that the frontage of the building provide transparency and have entrances certain feet from the public right-of-way. The case study, below, describes how a Form-Based Code is applied in Kirkland.

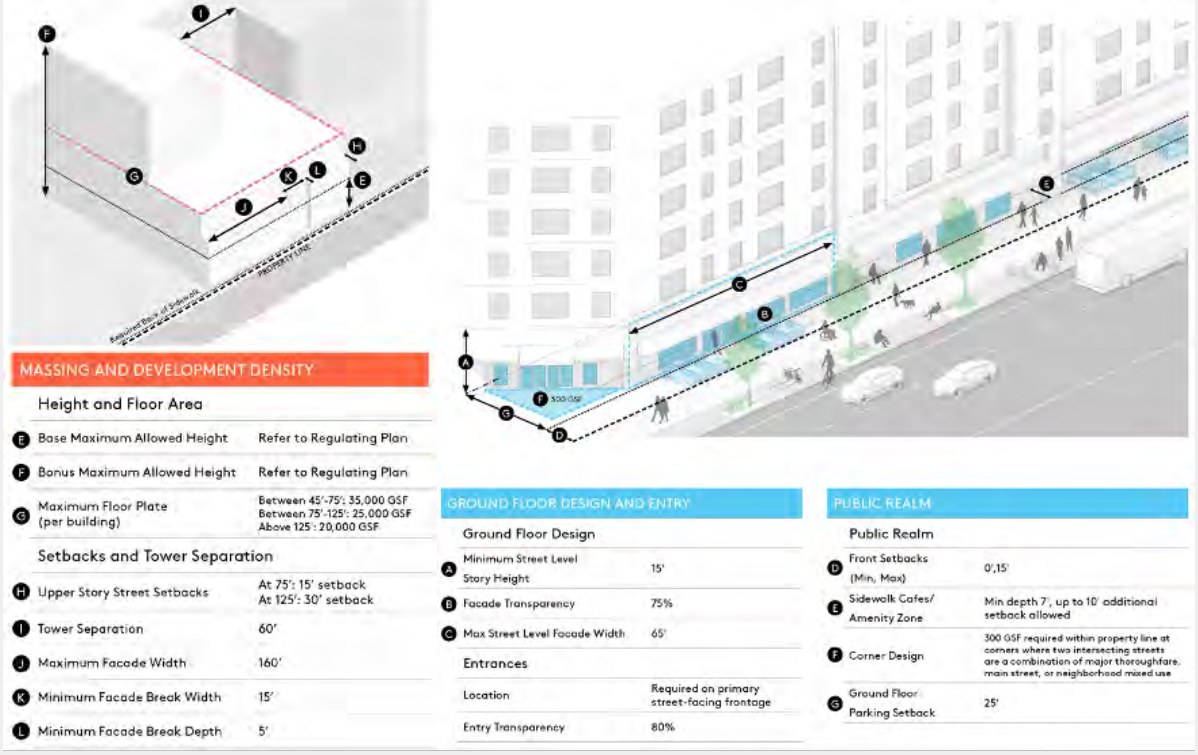
Case Study: Form-Based Code in Kirkland, WA

To support the vision for Sound Transit's regional transit investment (new Bus Rapid Transit Station) in Kirkland for a redeveloped interchange at NE 85th St and I-405, Kirkland adopted a Station Area Plan that holistically aims to leverage and maximize the investment to encourage an equitable, mixed-use, and sustainable transit-oriented community. To support this Plan (first phase), Kirkland adopted a Form-Based Code in 2022 that focuses on *regulating districts,*

[25] City of Redmond, Housing Needs Assessment, 2020.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

frontage types, street types, and districtwide standards. These four complementary elements work together to support the implementation of this vision.



The image on the left shows development standards for commercial mixed-use districts; the image on the right shows frontage standards for retail and active uses.

Regulating districts define primary characteristics of overall building form (e.g. lot parameters, height, and permitted uses). *Frontage types* provide design regulations for private property frontages (e.g. ground floor design, café and amenity zones), the types of which are defined based on street type designation. *Street types* provide a cohesive design direction for improvements to private and public right of way (e.g. sidewalks, road widths, streetscapes). *Districtwide standards* concerning parking, public space, and landscaping requirements (and others) are consistent throughout the regulating districts to support the vision and objectives of the Station Area Plan.[26]

Moreover, the Form-Based Code includes an Incentive Zoning Program, which provides additional development capacity above the allowed base height zoning in exchange for providing amenities with a clear public benefit. Among the list of eligible amenities is affordable housing; more

[26] City of Kirkland, "Form-Based Code for the NE 85th Street Station Area Plan," in Kirkland Zoning Code Chapter 57, (Kirkland: City of Kirkland, 2022).

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

specifically, commercial development contributions (fee-in-lieu) to affordable housing. As part of the second phase of the Station Area Plan, Kirkland is working to finalize affordable housing requirements by Spring 2023 as well as expand on the Form-Based Code.[27]

Pros

- De-regulates use types
- Potential to promote greater mixed uses and complete neighborhoods. By de-regulating uses, property owners and builders have greater flexibility to provide different residential and businesses that would complement each other through a market-based approach.
- Provision of affordable housing is prioritized in the Incentive Zoning Program, which helps to mitigate displacement potential. Also, the Station Area Plan includes a community benefits policy framework, in which maximizing affordable housing options is identified as a priority community benefit.[28]
  Form-Based Code supports other city-wide housing initiatives that aim to address supply and affordability issues (e.g. inclusionary zoning requirements).

Cons

- Could require complex design standards to translate the FBC into approved building design, thereby excluding smaller, locally-owned contractors.
- Unclear of whether community development contributions to affordable housing will be directed to meet the greatest impact for affordability.
- Perhaps there are additional opportunities to expand the list of eligible amenities under the Incentive Zoning Program that further prioritize development of affordable housing as well as other equity considerations.

Policy Option 1.B Deregulation in the consolidated zones.

This option would de-regulate uses and housing types in the consolidated zones, reduce lot size and parking restrictions, and instead set a density level. This is a free market approach, enabling the market to address housing supply issues and allow neighborhood commercial services through permitted use changes. Practically, for Redmond, this would mean allowing more uses in the zones by right. Development would still be regulated through various dimensional standards, parking requirements, and landscaping.

[27] City of Kirkland, "NE 85th Street Station Area Plan," City of Kirkland Washington, 2023, https://www.kirklandwa.gov/Government/Departments/Planning-and-Building/Code-and-Plan-Amendment-Projects/NE-85th-Street-Station-Area-Plan#panel-1-1.

[28] City of Kirkland, "4.0 Community Benefit Strategies," in NE 85th Street Station Area Plan, (Kirkland: City of Kirkland, 2022), 110-111.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Case Study: Reducing Regulations to Encourage Infill in Houston, TX

Houston, Texas, does not have a zoning code. In other words, they do not regulate uses in a traditional permitted use table. However, certain uses are still regulated to mitigate nuisances. For example, junk shops, slaughterhouses, and uses that have impacts to the community are not allowed within certain distances of residential areas and schools. Furthermore, the City still regulates development through a series of ordinances including, but not limited to:

- Subdivision platting, minimum lot sizes, and development
- Parking requirements
- Hazardous uses and tower regulations
- Landscaping and historic preservation

In 1998, the city reduced the minimum lot size from 5,000 square feet to 3,500. With the lack of zoning regulation and the liberalization of lot size restrictions, an estimated 25,000 infill housing units were developed over 20 years.[29]

As a result of this regulatory regime, the city has been able to mitigate increasing housing costs with increasing demands, as supply has better kept pace with demand through infill.[30]

Pros

- Allows greater development flexibility and predictability, encouraging supply.
- Enables the city to regulate potential negative impacts directly through code, rather than indirectly by regulating density and land use.
- By creating more flexibility, more builders will be able to enter the market. This opens the door to a variety of builders serving a diversity of markets, potentially opening the gates for more culturally responsive housing.

Cons

- May not address middle housing directly, as housing development will be driven by the market rather than guided through policy. For example, to maximize profits, housing development may continue to skew towards one- and two-bedroom units to fit more units per square foot.
- While it encourages supply to meet housing demands, which keeps costs lower, it does not guarantee affordability for lower-income earning brackets.

---

[29] Gray, M Nolan, and Adam A Millsap. "Subdividing the Unzoned City: An Analysis of the Causes and Effects of Houston's 1998 Subdivision Reform." *Journal of Planning Education and Research*, 2020.

[30] Hamilton, Emily. "Want More Housing? Ending Single-Family Zoning Won't Do It." *Bloomberg.Com*, July 29, 2020. https://www.bloomberg.com/news/articles/2020-07-29/to-add-housing-zoning-code-reform-is-just-a-start.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- Does not effectively promote and advance racial equity goals.[31] Deregulation alone would not undo racial discriminatory impacts from zoning and land use.

Policy Option 1.C. Zone consolidation

This option consolidates zones to meet the minimum requirements of the new state law on middle housing, HB 1110. Two zones would be created from the existing residential zones: Neighborhood Residential and Neighborhood Multi-Family. This consolidation would simplify zones with fewer changes to the permitted use tables except where necessary to meet state requirements. This would perpetuate existing issues surrounding residential areas of Redmond–lack of affordability and segregated uses that hinder cohesive neighborhoods with diverse services. However, it would be a more moderate change with less staff time to implement.

Pros

- Consistent with the approach of the other zoning designations.
- Less of a change than the other options.
- Encourage more diverse housing stock by allowing new options for developers

Cons

- Does not address inherent shortcomings that accompany a traditional zoning approach with segregated uses. For example, it does not encourage compact, culturally responsive, and resilient neighborhoods that are connected with services. While this addresses compliance with updated state housing law, the opportunity to do a more "complete" update might have to wait for a later date.

Policy Option 1.D. Combination approach.

This option would involve a combination of approaches 1.A through 1.C. For example, Form-Based Code could be applied to arterials or collectors, while a traditional land-use approach with greater flexibility for different types of uses allowed along local streets. The benefit of this approach is that it would harness the strengths of the different options. However, it could create more complexity in how the zoning map is applied instead of having one approach.

Implementation Recommendations

Regardless of the chosen policy path for updating zoning designations, there are a few key recommendations that would apply to any of the above.

- Allow greater density 20-minute walk from downtown. Downtown already has a variety of uses and businesses that could serve nearby residential areas. Encourage more density closer to these services.

[31] Qian, Zhu. "Shaping Urban Form without Zoning: A Case Study of Houston," 2009. https://oaktrust.library.tamu.edu/handle/1969.1/ETD-TAMU-3253.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- Parking requirements increase the costs of residential development. Consider reductions in required on-site parking wherever feasible.
- Allow greater flexibility in the permitted use tables in the consolidated zones. Currently, the tables prohibit certain use types in residential zones (see Table 21.04.030A above). These limitations result in segregated uses and increased car dependency. Notable categories are food-related retail and commercial uses, postal services, and neighborhood-scale medical offices and clinics. Without allowing more mixed uses and with increased housing capacity, Redmond's neighborhoods will continue to seem disjointed and lack overall cohesion. Additionally, it would increase pressure to drive to these services in other zones, increasing traffic volumes and parking demand.

2. Create Complete And Culturally Responsive Neighborhoods

Exclusive single-family development and zoning have been used to exclude Black, Indigenous, and people of color from housing opportunities.[32] To address this racist legacy, this report provides options to create more "complete neighborhoods" that are more culturally responsive and resilient to allow more small business opportunities. Providing more flexibility in allowable uses in exclusively residential neighborhoods has the potential to encourage small-scale businesses, cultural institutions, and income-generating opportunities to reduce both residential and business displacement pressures.

The options in this section should be considered as complements to the policy path chosen in *Section 1, Consolidate Residential Zones*. Currently, Redmond's residential subdivisions face inward and away from each other, hindering a cohesive public realm.

Policy Option 2.A Allow more Retail and Commercial Uses by Right in Residential Neighborhoods

Currently, retail sales are not permitted in residential zones (See RZC Table 21.04.030A below). While the City of Redmond allows these uses in Neighborhood Commercial zones, or "nodes," neighborhoods or developers would need to petition for a zoning change to obtain more flexibility. Allowing small-scale, corner-store retail in residential zones by right could provide more opportunities for goods and services in residential zones with fewer restrictions to start up such an endeavor. Impacts from commercial uses could be effectively mitigated by the scale of the use. For example, a small corner or convenience store could be allowed, but a larger grocery store would not be.

[32] Rothstein, Richard. The Color of Law: A Forgotten History of How Our Government Segregated America. Reprint edition. New York London: Norton, 2018.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Table 21.04.030A
Comprehensive Allowed Uses Chart: Residential Zones[1, 2]

Online Users: Click on District Abbreviation to View Map -->	UR	RA5	R1	R3	R4, R5	R6	R8	RIN	R12, R18, R20, R30	MDD3	NDD1
General Sales or Service											
Retail sales	N	N	N	N	N	N	N	N	N	N	N
Marijuana retail sales	N	N	N	N	N	N	N	N	N	N	N
Business and service	N	N	N	N	N	N	N	N	N	N	N
Food and beverage	N	N	N	N	N	N	N	N	N	N	N

Policy Option 2.B Amend the Home Business Code to allow garage businesses or Accessory Commercial Units (ACUs), where feasible.

Redmond's Home Business Code allows for businesses within residential areas. These can include anything from a local music teacher to a family day care facility. This policy option would amend the code to allow garages to be converted into small-scale commercial and retail opportunities for the neighborhood.

Because Home Businesses are required to be virtually invisible in the context of the residential neighborhood, certain commercial uses are not feasible. For example, Redmond's Zoning I Code states:

> **RZC 21.08.340.C.6 - Maintaining Residential Character.** The business shall be conducted in a manner which is consistent with the residential use in the zone where it is located. Alterations and operations that have potential to impact residential uses include but are not limited to exterior alteration of the property, expansion of parking, construction, creation of a separate entrance, the use of color, materials, lighting, signs (other than on the applicant's vehicle), exterior storage of materials, goods or merchandise, or by the emission of sound, electric interference, vibration, dust, glare, heat, smoke, odors or liquids.
>
> This standard means a small-scale, neighborhood cafe would not be allowed to display a sign to list beverages. Relaxing these standards to allow greater flexibility would enable opportunities for small-scale commercial opportunities and local business development.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

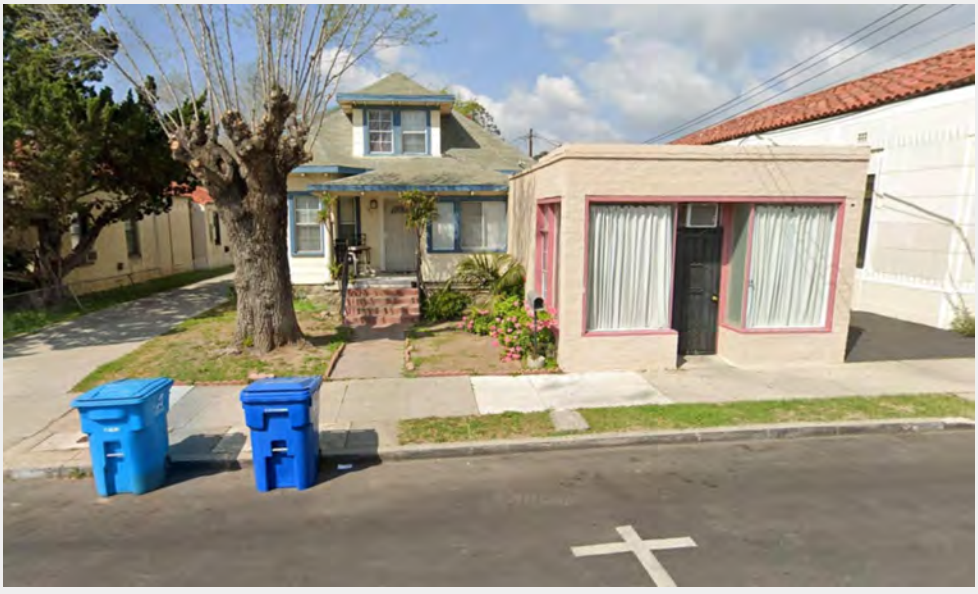
Specifically, to allow this, the Home Business code would be amended to provide an exception to on-site parking requirements for home business (RMC 21.08.340.C.9). To mitigate any impacts—such as street parking impact—the City may include the following conditions for approval:

- Parking is currently provided in a garage;
- On-street parking is already available; and
  The garage is converted into a home business/corner store.

As an alternative to updating the Home Business code, a separate use could be created to allow "Accessory Commercial Units" (ACUs). An ACU would be similar to an Accessory Dwelling Unit (ADU), except it would serve a commercial use rather than a residential one.

Case Study: Allowing Accessory Commercial Units (ACUs)

Accessory Commercial Units (ACUs) provide opportunities for locally sourced economic development. They can provide opportunities for a neighborhood cafe, salon, or deli in a neighborhood where residents would otherwise have to travel further to for services. Not only do they provide an opportunity to enable small, neighborhood-scale commercial opportunities, but they also reduce the barriers to entry for new local businesses. A prospective business owner or entrepreneur could pilot their business out of their own home, without needing to sign a lease for a retail storefront.



[Image source: Google Maps] An ACU salon space in Santa Paula, CA

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

3. Change Permitting Procedures

To support housing production, these policy options would make it easier to permit housing. The policy options in this section consider the following key issues:

- Permitting process is currently slow. This prevents additional housing units from being added, contributing to housing deficits.
- Development currently favors larger mixed-use and multi-family construction, providing development opportunities for a small number of larger developers.
- Local, smaller developers could benefit from regulations and procedures that allow for smaller, simpler construction techniques. Opening the door to a larger pool of developers could allow developers to build for their target markets, leading to housing development that is more culturally responsive to the needs of broader communities.
- Current zoning requirements set up inconsistencies between densities allowed via attached dwelling units and the density restrictions set by the underlying zone. Internal inconsistencies of this kind are not easy for local developers to understand and navigate.
- Adoption of new Washington State legislation in 2023 has opened up new opportunities for accessory dwelling units.

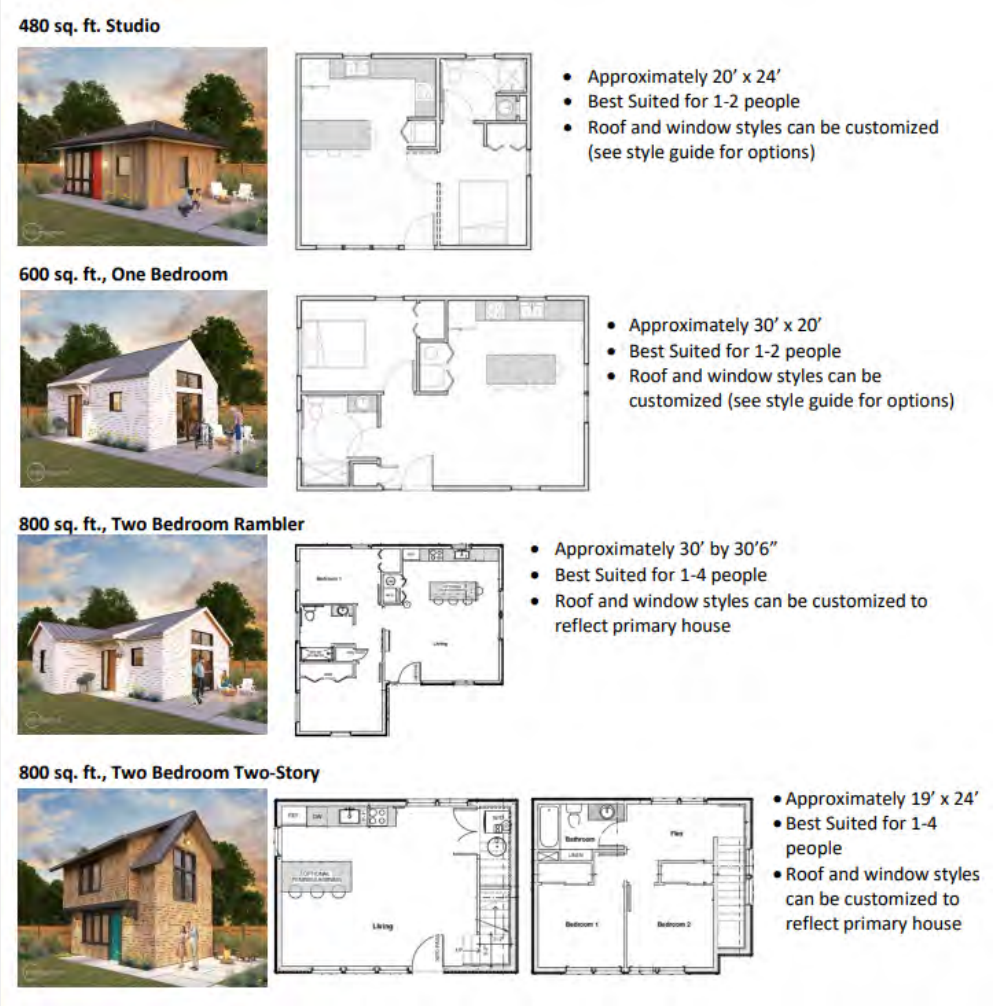
Policy Option 3.A: Pre-approve ADU designs (pilot program)

Pre-approved designs for accessory dwelling units (ADUs) can reduce permit approval times and save on construction costs. Coordination with community-based organizations could provide insight into culturally appropriate design considerations. The City could test a few designs and site parameters through a pilot program.

Case Study: Pre-Approved ADU Plans in the Cities of Olympia, Lacey, and Tumwater

These cities have pre-approved four ADU plans that are compliant with building health and safety codes. A variety of design finishing choices are available so that homeowners can match design elements of the ADU to those of the primary residence. The size of the pre-approved ADUs range from about 480 to 800 square feet, appropriate for occupancy of between one and four people.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990



[Image source: City of Olympia] Examples from the City's pre-approved design handout.

Pros

- Allows greater development flexibility and predictability, encouraging supply.
- By reducing costs and process barriers, more builders may be able to enter the market.
- Lower construction costs can lead to lower housing costs.
- This style of ADU may not directly address Redmond's need for family housing, but ADU's might provide additional flexibility for Redmond populations to age in place, vacating larger, affordable homes if they can make the move to smaller ones in the same community.
- Pre-approved designs could be provided as guides to support development regulations, rather than being directly codified, allowing the guides to be more easily updated over time.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Cons

- Pre-approved designs may or not be feasible, based on a lot's specific dimensions. While providing a variety of options could mitigate this, it may not resolve all issues of a site's condition.
- If pre-approved designs are codified, the development community has expressed concern that "unmarketable" designs could remain in the code longer than desirable. If trends in housing shift, pre-approved designs could lag consumer choice and become less profitable over time if they don't sell as quickly as custom designed ADUs.

Policy Option 3.B: Reduce permit times and design standards for middle and multi-family housing

This option includes revising design standards to both become compliant with HB 1293, as well as expand revisions to ensure that middle and multifamily housing developments do not face greater burdens in design review. Design review can add both time and cost to development.

Case Study: Washington State House Bill 1293

This is a new state law that was passed by the Washington State legislature in 2023. The law states that design requirements must be "clear and objective" for review of building exteriors. It also prohibits jurisdictions from requiring more than one public meeting for design review purposes.

4. Instill Equity in Housing and through Anti-Displacement Policies

Reducing displacement pressures involves two key elements:

- Preserve and enhance opportunities for community members to remain in the city. This can be accomplished by providing financial incentives or by preserving the existing affordable housing stock .
- Ensure inclusive and consistent outreach and engagement. Direct and inclusive outreach can connect community members at risk of displacement to programs that reduce displacement pressure. Additionally, it is impossible for the City to anticipate all displacement pressures at once. Providing the community a voice in policy would be more effective at reducing displacement risk by providing resources that best meet community needs.

Policy Option 4.A: Increase Diversity, Equity, and Inclusion Outreach Capacity.

The City of Redmond has one position for a Diversity, Equity, and Inclusion (DEI) Manager. However, one position does not encourage continuity of services and coordination between the city and community. Much of the benefits from such a role comes out of long-term relationship building. Having more staff to do this work would ensure resilience of service if there is staff turnover.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Moreover, a *trusted advocate* model honors the ability and knowledge of leaders from a wide spectrum of cultural, ethnic, and racial identities and experiences, including immigrant and refugee communities, as experts on what their community needs to thrive. Trusted advocate programs are most successful when overlapped with civic education, leadership, workforce development, and capacity building. Such programs should be compensated and have been known as Community Liaisons or Community Consultants.

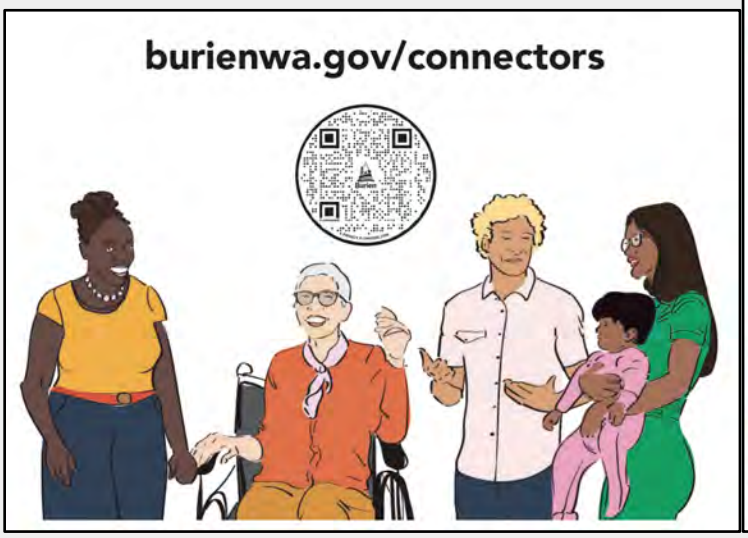
Through such an initiative the City of Redmond can maximize on the multi-pronged approach necessary to address racial disparities, elevate community invovlement, and tackle housing affordability together. This approach can serve to better evaluate and produce new policies and regulations targeted at anti-displacement whether through middle housing, or other means.

Case Study: Community Connectors Program in Burien, WA

The Burien Community Connectors program works with trusted leaders from Burien’s diverse communities to connect more people to civic planning processes. In the first cohort, Connectors from Spanish, Amharic and Vietnamese communities were recruited to the program. Burien’s Community Connectors are compensated and work with City staff to advise on engagement plans and program development, conduct outreach and engagement, create events, interact with ethnic media and other community media outlets, provide interpretation, and translate materials as needed.

The benefits of a trusted advocate model like the Community Connectors program is that it allows the City to build stronger relationships with non-English speaking communities connecting them to resources and gathering information on how City programs impact their communities.

In Burien, the Community Connectors program launched in tandem with the promotion of the City's “Shape Your City” engagement campaign tied to updates to the Comprehensive Plan, a new Transportation Master Plan, and an update to the Parks, Recreation and Open Space Plan.



Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Highly visible and graphic communication materials are used in Burien to request applicants for recruitment and promote its connectors.

Policy Option 4.B: Expand funding and opportunities for Community Land Trusts (CLTs) to be implemented

Land costs are one of the most expensive items for providing housing. For example, a senior household living in a small, single-family residence could be displaced as property taxes increase due to land costs, while the home itself depreciates. Or a younger household looking to purchase a home but cannot due to high land costs may need to look to other cities. CLTs can be particularly valuable in preserving existing affordable housing stock by controlling the land in perpetuity.

Controlling these costs by acquiring the land through a non-profit ownership structure can substantially increase affordability and reduce displacement pressures. ARCH has an existing Housing Trust Fund that targets incomes 80% or less Area median Income (AMI). However, demand for this program has outstripped funding. ARCH estimates that they will receive $21 million in funding requests for potential pipeline projects over the next three years. However, the program only has around $3 million budgeted to go towards such projects.

Policy Option 4.C: Explore a Guaranteed Basic Income program for Redmond residents based on housing cost burden.

Economic inequality has risen across the U.S.[33] Rising housing costs have only exacerbated these differences. This approach aims to reduce these burdens for Redmond residents by addressing the source issue–the lack of financial resources to afford housing. While housing vouchers address some of these gaps, despite illegality, housing discrimination still occurs for voucher holders.[34] Providing payments could resolve this issue. Furthermore, providing direct funding for housing could prevent further displacement of Redmond residents struggling to afford to live and work in the city--considering affordability is a key issue identified through outreach efforts, providing funding to reduce these burdens may have a direct impact in reducing displacement pressures.

However, such a program would be a change in approach from existing city programs and may involve tradeoffs and startup costs to best implement. Additionally, providing such assistance does not alleviate housing cost increases due to insufficient supply.

---

[33] Mitchell, Travis. "Trends in Income and Wealth Inequality." Pew Research Center's Social & Demographic Trends Project, January 9, 2020. https://www.pewresearch.org/social-trends/2020/01/09/trends-in-income-and-wealth-inequality/.

[34] Vesoulis, Abby. "How Housing Voucher Programs Can Hurt the Low-Income Families They're Designed to Help." *Time*, February 20, 2020. https://time.com/5783945/housing-vouchers-discrimination/.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

Case Study: Growing Resilience in Tacoma

The City of Tacoma is currently piloting a Guaranteed Basic Income Program. While the complete impact assessment is not going to be completed until summer 2024, preliminary results have shown that 23% of the payments were spent on food and groceries and 12% on housing costs. For one such participant, the "dream of buying a house she can one day pass down to her grandson finally feels achievable."[35] Given housing stability and intergenerational wealth is often tied with homeownership, the implications of this impact could extend beyond the life of the pilot program.

Policy Options 4.D and 4.E: Continue and expand the Inclusionary Zoning and Multifamily Property Tax Exemption (MFTE) programs.

The City's Housing Action Plan recommended expanding and improving both the MFTE and Inclusionary Zoning programs to increase housing production. Particular recommendations noted in the Action plan were to expand the areas where MFTE could be used in the city. With the consolidation of zones to allow more diverse housing types and options, ensuring that the MFTE program expands alongside will help ensure that new housing is not only built, but is affordable.

Policy Options 4.D and 4.E: Continue and expand the Inclusionary Zoning and Multifamily Property Tax Exemption (MFTE) programs.

The City's Housing Action Plan recommended expanding and improving both the MFTE and Inclusionary Zoning programs to increase housing production. Recommendations noted in the Action Plan were to expand the areas where MFTE could be used in the city. With the consolidation of zones to allow more diverse housing types and options, ensuring that the MFTE program expands alongside will help ensure that new housing is not only built but is affordable.

Policy Option 4.F Support Homeownership Programs for Wealth Generation and Equity

Homeownership is important to generating wealth. However, racial disparities in ownership persist throughout the country.[36] Reducing these disparities through both existing programs and expanding opportunities with increases in middle housing supply has the potential to reduce such disparities and displacement pressures among Black and Indigenous and other communities of color in Redmond. ARCH conducts a Downpayment Assistance Loan Program that should be supported and continued to this effect. Additionally, with the passage of HB 1110 HB 1337 and the implications for more housing supply and ownership opportunities, this report recommends pursuing incentives to encourage affordable homeownership opportunities to this effect. Specifically,

[35] Yoon-Hendricks, Alexandra. "How Tacoma's Yearlong Guaranteed Income Experiment Fared." The Seattle Times, January 5, 2023. https://www.seattletimes.com/seattle-news/how-tacomas-yearlong-guaranteed-income-experiment-fared/.

[36] Snowden, Brandi. "Racial Disparities in Homeownership Rates." National Association of Realtors, March 3, 2022. https://www.nar.realtor/blogs/economists-outlook/racial-disparities-in-homeownership-rates.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

- Provide incentives for middle housing applications that guarantee affordable homeownership opportunities. For example, if an ADU or duplex development guarantees that the unit will be guaranteed affordable, the city will fast track the proposal or provide financial relief. Affordability could be guaranteed through covenants. Coordinate with ARCH on presiding and facilitating such sales and covenants.
- Pursue and explore incentives and grant and funding opportunities to expand downpayment assistance programs.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

POLICY ANALYSIS TABLE

METHODS

Evaluation Criteria

To evaluate potential impact of the policy options and recommendations, this report uses a multi-criteria evaluation method. Criteria were selected based on the grant objectives and city and community input. The criteria are:

- **Reduced racially disparate impacts**. Selected based on grant objectives.
- **Fosters middle housing supply**. Selected based on grant objectives.
- **Increases housing affordability**. This criterion acknowledges that while increasing housing supply can impact affordability in the long term, just allowing more housing types and supply does not inevitably mean that new units will be more affordable.
- **Encourages complete, culturally responsive neighborhoods**. Complete neighborhoods encourage a variety of uses. Ensuring that neighborhoods are connected to services can encourage more culturally responsive institutions and businesses in zones modeled after exclusionary principles.
- **Evidence of impact**. Has this policy option been implemented before? Is it the best practice option for the issues at hand?
- **Policy complexity**. How easy would the policy be to implement? Are there significant trade-offs?

Scoring

The policy options are evaluated against one another in the following matrix using a three-tiered system: low, moderate, and high potential impact. The scores are informed by both case studies, historical impact and precedent, and how relevant the policy option is to address the underlying key issues affecting the criterion.

- **Low** impact. The policy will likely have a low positive impact on achieving the criterion objective. For example, for the racially disparate impact criterion, if an aspect of the policy has shown that similar policies have ignored addressing displacement pressures, it would receive a low score.
- **Moderate** potential impact. The policy will likely have a moderately positive impact on meeting the criterion.
- **High** potential impact. The policy will likely have a high positive impact towards or plays a vital role in, meeting the criterion.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

POLICY ANALYSIS TABLE

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
1. Consolidate SF Zones into one R8 Zone							
1.A	Form-Based Code Approach	**Moderate.** Allowing more diverse uses does not undo past injustices. However, it does facilitate other solutions to ensure greater inclusion and equity in housing.	**High.** By regulating form and not uses and density, more housing types would be allowed.	**Low**. While increasing potential for greater housing supply would reduce housing costs in the long run, it does not guarantee affordable housing in the short term.	**High.** A Form-Based approach would provide specific regulations on the size and locations of development to encourage a more cohesive and connected public realm.	**High.** Form-Based Codes have been implemented in various US communities since 1982.	**Moderate.** Redmond would need to identify what form elements they would want to regulate and how form design standards can mitigate any foreseen impacts from the change.
1.B	De-regulatory Approach	**Moderate.** Removing zoning restrictions does not undo past injustices.	**Moderate**. Allowing more flexibility to build different types of housing could	**Low**. While increasing potential for greater housing supply would	**Moderate.** While this approach would allow greater uses and flexibility in	**Moderate**. While shown effective in Houston to encourage housing supply to	**Moderate**. While this approach would mean loosening restrictions and

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
		However, it does facilitate other solutions to ensure greater inclusion and equity in housing.	support middle housing production.	reduce housing costs in the long run, it does not guarantee affordable housing in the short-term.	neighborhoods to establish local retail opportunities within shorter distances, without regulation walkability may not be addressed.	meet demand, it has not been widely used in other places.	red tape, it would also mean accounting for unforeseen consequences of the change. For example, would deregulation mean greater commercial capacity and result in fewer housing units?
1.C	Zoning consolidation	**Low**. Regulating land uses has historically had little impact on addressing racially disparate zoning practices.	**High**. Redmond currently does not have a large supply of middle housing types due to lack of permission in code. Allowing	**Low**. Existing land use regulations have not been able to adjust fast enough for Redmond to accommodate the housing supply	**Low.** The current approach to regulating uses has proven inadequate to encourage complete neighborhoods. As	**Low.** This regulatory framework separates uses and constraints housing supplies.	**High.** This policy option would require the least amount of planning to implement.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
			middle housing types by right is a vital step before any supply can be added.	demanded. This has contributed to increasing housing unaffordability in the city.	a result, subdivisions appear disjoined from one another. Neighborhoods lack walkability and nearby services/retail to support them		
1.D	Combination approach. For example, FBC on arterials and main corridors, with a more relaxed land use based approach on local streets.	**Moderate.** Removing zoning restrictions does not undo past injustices. However, it does facilitate other solutions to ensure greater inclusion and equity in housing.	**High.** This change would target providing greater flexibility for middle housing types.	**Moderate.** This approach could focus on ensuring lower barriers to housing affordability and lower cost production through streamlined development regulations.	**High.** This approach could use Form-Based Approaches and overlays to target walkability, connectivity, and complete neighborhoods	**High**. Many existing Form-Based approaches do not apply to whole areas of a city, but rather certain places where it has been identified to be most effective.	**Moderate.** This approach could reduce the burden of implementation by accounting for existing practices, while providing flexibility and design standards in others. However, designing the

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
							program would involve staff efforts to draft the best mix of policy approaches.
2. Create complete neighborhoods							
2.A	Allow more Retail and Commercial Uses by Right in Residential Neighborhoods	**Moderate**: Could open pathways for neighborhood patterns that are more culturally responsive.	NA	**Moderate**: Allowing a property to provide housing in addition to family income generation could assist with affordability and reduce residential and business displacement pressures.	**High.** Allowing scale-appropriate commercial opportunities in residential zones reduces the need for residents to travel longer distances to purchase everyday items or essential services.	**High**. Allowing small-scale commercial opportunities in residential areas is a long standing practice, both in the US in older neighborhoods and internationally.	**High**. This change would involve amending the permitted land use tables to allow more uses in residential zones.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
2.B	Amend the Home Business Code to allow garage businesses or Accessory Commercial Units (ACUs), where feasible.	**Moderate.** Allowing greater flexibility may reduce displacement pressures by allowing economic development opportunities for those wishing to start a business, by reducing overhead costs by seeding those businesses in current residences.	NA	NA	**High.** Allowing a greater mix of uses encourages more "third places", making residential neighborhoods	**Moderate.** Garage businesses and Accessory Commercial Units have been implemented in both Seattle and Portland. Seattle made it easier for garage businesses to run in response to the pandemic to encourage local businesses and reduce displacement	**Moderate.** This policy would be implemented similar to an ADU program, however for commercial uses. However, considering curb and on-site parking requirements to ensure feasibility would involve some impact analysis.
3. Change the Permitting Process							

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
3.A	Pre-approved ADU designs (pilot program)	**Low**. New construction is unlikely to be affordable. Pre-approved designs may not be directly responsive to cultural needs.	**Low**. Pre-approved designs (or a test pilot program) will likely need to be smaller scale and less complex than what might typically be considered middle housing.	**Low**. Even if time can be shaved from the design process, new ADU construction is unlikely to be affordable in the short term. It could allow for faster ADU development, which would chip at overall housing deficits	**Low.** An increase in ADUs would diversify housing options in each neighborhood.	**Low.**. Pre-approved ADU programs are relatively new, thus evidence of impact is as yet undetermined. However, they have been implemented in other cities from Olympia/Lacey, Seattle, Eugene and Bend, OR.	**Moderate**. The city would need to fund architects and coordinate with them to design ADUs that would work for various, "typical" neighborhoods in Redmond.
3.B	Reduce permit times and design standards for middle and	**Moderate.** Allowing middle and multi-family housing to be built faster will not	**High**. Developers who want to build middle and multi-family housing could benefit from	**Moderate**. Faster permitting times could result in some increased affordability.	**Moderate.** An increase in middle and multi-family housing would diversify housing	**High**. Cities with fewer permit requirements and design standards tend to have	**Moderate**. While some design standards and processes need to be streamlined

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
	multi-family housing	undo past injustices. However, it does facilitate other solutions to ensure greater inclusion and equity in housing.	inside guidance and reduced permit times.	Mostly, however, new construction is unlikely to be affordable in the short term.	options in each neighborhood.	greater housing production	per updated state law (HB 1293), ensuring that design processes are optimized to provide both oversight and ease of use may take code testing and trial and error.
4. Instill Equity in Housing and through Anti-Displacement Policies							
4.A	Expand the Community Liaison/DEI Staff Program	**High.** Providing more staff connections directly to the community increases representation in decisions and city	NA	**Moderate.** Staff could play an active role in providing resources to community	NA	**High.** This program has been effective in bridging the gap between community voices	**High.** This would expand an existing program.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
		processes. This results in more inclusive processes.		members facing housing burdens.		and city staff and processes	
4.B	Expand funding and opportunities for Community Land Trusts (CLTs) to be implemented	**Moderate**. CLTs can be programmed to alleviate racially disparate impacts in housing. However, it can be dependent on the program's design and implementation. For example, some CLT's focus on housing for seniors.	NA. CLTs can be designed for various housing typologies.	**High**. Controlling for the cost of land can have a high impact in maintaining housing affordability.	NA	**High**. CLTs have been a proven to be effective in both preserving existing affordable housing and expanding affordable ownership opportunities	**High**. This would expand an existing program.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
4.C	Explore a Guaranteed Basic Income program for Redmond residents based on housing cost burden.	**High.** Addresses racially disparate impacts by providing financial tools to reduce economic inequity by race for residents who are in Redmond. (Would not be able to assist those who have already been displaced from Redmond)	NA	**High.** High land values and increasing housing costs have made it unaffordable for many of Redmond's workers to afford to live in the city. A UBI would directly address the key issue of inadequate funds to afford housing.	NA	**Low**. While there have been UBI pilot programs and studies, there has not been a program with long-term implementation.	**Low**. This program would involve creating a funding mechanism and completing a study to ensure the benefit would be sufficient enough to address the problems.
4.D	Continue and expand the Inclusionary Zoning Program	**Moderate**. IZ programs have potential to reduce displacement pressures.	NA	**High.** IZ programs require a certain number of units to be affordable, or by providing a fee to support	NA	**Moderate.** IZ programs are known to be effective in providing support for different	**High**. This would expand an existing program.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
				affordable housing		incomes. It can also encourages mixes of incomes in one residential building rather than increasing housing segregation by income. However, fee-in-lieu can sometimes result in paying the fee rather than supplying the housing	
4.E	Continue and expand the City's Multifamily Property Tax Exemption (MFTE) program	**Moderate**. MFTE programs could reduce racially disparate housing burdens and reduce	NA	**High.** MFTE programs are known to be effective in providing support	NA	**High.** MFTE programs are known to be effective in providing support for different	**High**. This would expand an existing program.

Docusign Envelope ID: 92D430AF-F133-4247-9071-7130D2014990

	Policy Option	Reduces racially disparate impacts	Fosters middle housing supply	Increases housing affordability	Encourages complete neighborhoods (mix of uses, increased walkability/ connectivity)	Evidence of impact. Has there been a proof of concept? Is it a known best practice approach?	Policy Complexity. How easy would it be to implement? What are the tradeoffs?
		displacement pressure. However, since it is a race-neutral program, it does not immediately address wealth distribution imp		for different incomes.		incomes. It can also encourages mixes of incomes in one residential building rather than increasing housing segregation by income	
4.F	Support Homeownership Programs for Wealth Generation and Equity	**High**. Providing homeownership assistance can reduce the racial gaps in homeownership.	NA	**Moderate**. Reduce the burdens of entry for homeownership increases affordability. However, homeownership can provide other barriers to affordability	NA	**Moderate**. This would be an expansion of existing programs while programming new ones to target homeownership opportunities through middle housing.	**Moderate**. This would be an expansion of existing programs while programming new ones to target homeownership opportunities through middle housing.

Certificate Of Completion

Envelope Id: 92D430AF-F133-4247-9071-7130D2014990
Status: Completed
Subject: RFP 10885-25 Business District Feasibility and Formation, Closing 12/8/2025 @ 2:00PM PST
Source Envelope:
Document Pages: 103
Signatures: 1
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
DocuSign Purchasing
15670 Ne 85th St
Redmond, WA 98052
docusignpurchasing@redmond.gov
IP Address: 104.36.45.235

Record Tracking

Status: Original
12/8/2025 1:15:04 PM
Holder: DocuSign Purchasing
docusignpurchasing@redmond.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Redmond, WA
Location: Docusign

Signer Events	Signature	Timestamp
Noel Frame noel@uncommonbridges.com Managing Partner Uncommon Bridges Security Level: Email, Account Authentication (None)	Signed by: Noel Frame A392F9FC52A24D8... Signature Adoption: Pre-selected Style Using IP Address: 104.36.45.235	Sent: 12/8/2025 1:15:05 PM Viewed: 12/8/2025 1:16:52 PM Signed: 12/8/2025 1:30:12 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Secure Bids SecureBids@Redmond.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 204.152.61.20	Sent: 12/8/2025 1:30:17 PM Viewed: 12/8/2025 2:04:55 PM Signed: 12/8/2025 2:05:02 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/8/2025 1:15:05 PM
Certified Delivered	Security Checked	12/8/2025 2:04:55 PM
Signing Complete	Security Checked	12/8/2025 2:05:02 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	12/8/2025 2:05:02 PM

Payment Events	Status	Timestamps