

# City of Redmond



## Agenda

Tuesday, May 5, 2026

4:30 PM

City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplly 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/rctlive), Comcast Channel 21/321, Ziplly Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371*

## **AGENDA**

### ROLL CALL

#### **A. Action Items - 25 minutes**

1. Award Construction Contract and Approve Consultant [CM 26-288](#)  
Services Agreement Supplement with David Evans and Associates for the Pavement Management - 154th Ave NE (Redmond Way to NE 85th St.) Project  
[Attachment A: Project Information Sheet](#)  
[Attachment B: Additional Project Information](#)  
[Attachment C: 154th Consultant Supplemental Agreement](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, May 19th*

2. Approve Final Contract with Road Construction Northwest [CM 26-247](#)  
and Accept Construction for the 152nd Street Improvements Project  
[Attachment A: 152nd Ave NE Project Information Sheet](#)  
[Attachment B: Additional Project Information](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, May 19th*

3. Approve Final Contract with Johansen Construction Company [CM 26-275](#)  
and Accept Construction for the Redmond Central Connector Phase 3 Project  
[Attachment A: Redmond Central Connector Phase 3 Project Information Sheet](#)  
[Attachment B: RCC 3 Council Memo](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, May 19th*

4. Approval of an Ordinance Executing the Olympic Pipeline Franchise Agreement [CM 26-215](#)

[Attachment A: Olympic Franchise](#)

[Attachment B: Franchise Matrix](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, May 19th*

**Legislative History**

|        |   |   |
|--------|---|---|
| 4/7/26 | Committee of the Whole -<br>Planning and Public Works | referred to the Committee of the Whole -<br>Planning and Public Works |
|--------|---|---|

5. Land Use Map and Zoning Map Amendments - 6900 188th Ave NE [CM 26-290](#)

[Attachment A: Planning Commission Report and Recommendation](#)

[Attachment B: Planning Commission Report Appendices](#)

[Attachment C: Council Issues Matrix](#)

*Department: Planning and Community Development, 5 minutes*

*Requested Action: Consent, June 2nd*

**Legislative History**

|         |   |   |
|---------|---|---|
| 3/3/26  | Committee of the Whole -<br>Planning and Public Works | referred to the City Council Study Session                            |
| 4/28/26 | City Council  | referred to the Committee of the Whole -<br>Planning and Public Works |

**B. Feedback for Study Session - 10 minutes**

1. Amendments to RMC 6.36 Noise Standards [CM 26-272](#)

[Attachment A: Noise Standards](#)

*Department: Planning and Community Development, 10 minutes*

*Requested Action: Study Session, May 26th*

**C. Informational - 10 minutes**

1. Progressive Design-Build (PDB) Delivery Method for the Teen Community Center Project [CM 26-289](#)

[Attachment A: Recommendation](#)

*Department: Public Works, 10 minutes*

*Requested Action: Informational*

**D. Read Only - N/A**

ADJOURNMENT

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



Memorandum

Date: 5/5/2026  
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-288  
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 | Aaron Noble     | Project Manager        |
| Public Works | Adnan Shabir    | Functional Area Lead   |
| Public Works | Steve Gibbs     | Division Manager       |
| Public Works | Brandon Buehler | Acting Deputy Director |

TITLE:

Award Construction Contract and Approve Consultant Services Agreement Supplement with David Evans and Associates for the Pavement Management - 154th Ave NE (Redmond Way to NE 85th St.) Project

OVERVIEW STATEMENT:

Public Works is requesting to award the construction contract for the Pavement Management - 154th Ave NE (Redmond Way to 85th) project, Project No.1530. Public Works is also requesting approval of the consultant services agreement supplement with David Evans and Associates in the amount of \$36,645. This supplement is for construction engineering support services for the project. It increases the maximum amount payable to \$337,137.

The Bid Opening for this project is scheduled for 5/7/2026. The project will only request approval from the Council for Award if the winning bid is within the current project budget. Once the contractor and contract amount are known, this memo will be updated.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
Transportation Master Plan, ADA Transition Plan
- **Required:**

Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503

- **Council Request:**

N/A

- **Other Key Facts:**

Public Works is requesting this item go forward for Council approval at the May 19, 2026, Council business meeting.

**OUTCOMES:**

This project will grind and overlay the existing pavement along 154<sup>th</sup> Ave NE from Redmond Way to NE 85<sup>th</sup>. It will revitalize highly deteriorated pavement providing a smooth and safe roadway surface.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**

Email, newsletter, and social media outreach one week prior to construction

- **Outreach Methods and Results:**

Direct communication with businesses

Webpage Updates, social media, and traffic alerts

- **Feedback Summary:**

N/A

**BUDGET IMPACT:**

**Total Cost:**

TBD

Approved in current biennial budget:

Yes

No

N/A

**Budget Offer Number:**

CIP

**Budget Priority:**

Vibrant and Connected

Other budget impacts or additional costs:

Yes

No

N/A

*If yes, explain:*

N/A

**Funding source(s):**

Transportation Benefit District, FHWA Grant

**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 |
|-----------|------------------|------------------|
| 5/19/2026 | Business Meeting | Approve          |

**Time Constraints:**

Award of bid must occur within 45 days of the bid opening (which occurred on May 7, 2026) or the contractor may withdraw their bid.

**ANTICIPATED RESULT IF NOT APPROVED:**

Not approving the contract will result in delaying construction and increasing the cost to complete the project. While delayed, the pavement conditions will continue to deteriorate, causing harm to Redmond drivers. The federal grant could also be impacted.

**ATTACHMENTS:**

- Attachment A: Project Information Sheet
- Attachment B: Additional Project Information
- Attachment C: 154<sup>th</sup> Consultant Supplemental Agreement



# CIP Project Information Sheet

**Project Name:** Pavement Management - 154th Ave NE (Redmond Way to NE 85th St.)

**Project Status:** Existing

**Functional Area(s):** Planning, Transportation

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

**Neighborhood:** Sammamish Valley

**Time Frame:** 2024 - 2027

**Budget Priority:** Vibrant and Connected

**Citywide Rank:** 53

**Functional Area Priority:** High

**Location:** 154th Ave NE from Redmond Way to NE 85th Street

**Description:**

Asphalt overlay of 1.45 lane-miles with full depth repairs with associated channelization.

**Anticipated Outcomes:** *Primary:* Asset Protection *Secondary:* Rehabilitation

Finished pavement will have a Pavement Condition Index (PCI) score of 90 or higher. With proper maintenance, pavement is expected to last 20 years.

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

Project was added to CIP with Council approval outside of previous budget process.

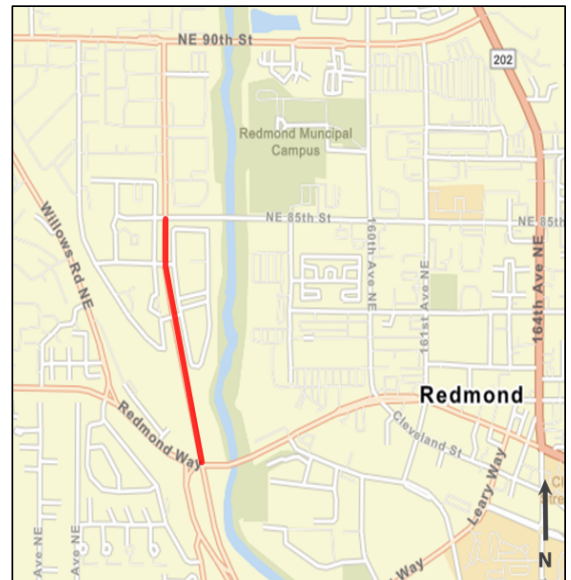
| Budget:                        | Prior           | 2025             | 2026               | 2027             | 2028 | 2029 | 2030 | Future | Total              |
|--------------------------------|-----------------|------------------|--------------------|------------------|------|------|------|--------|--------------------|
| Original Budget                | \$31,127        | \$192,916        | \$1,028,641        | \$435,337        |      |      |      |        | \$1,688,022        |
| Approved Changes               |                 |                  |                    |                  |      |      |      |        |                    |
| <b>Current Approved Budget</b> | <b>\$31,127</b> | <b>\$192,916</b> | <b>\$1,028,641</b> | <b>\$435,337</b> |      |      |      |        | <b>\$1,688,022</b> |
| <b>Proposed New Budget</b>     | <b>\$23,944</b> | <b>\$200,102</b> | <b>\$732,365</b>   | <b>\$731,611</b> |      |      |      |        | <b>\$1,688,022</b> |
| Proposed changes due to        | Scope Change    | Schedule Change  | Budget Change      |                  |      |      |      |        |                    |

| Project Phasing:           | Prior           | 2025             | 2026             | 2027             | 2028 | 2029 | 2030 | Future | Total              |
|----------------------------|-----------------|------------------|------------------|------------------|------|------|------|--------|--------------------|
| Preliminary Design (0-30%) | \$23,944        | \$47,890         |                  |                  |      |      |      |        | \$71,834           |
| Right of Way               |                 | \$18,418         |                  |                  |      |      |      |        | \$18,418           |
| Design (31-100%)           |                 | \$82,092         | \$205,230        |                  |      |      |      |        | \$287,322          |
| Construction               |                 |                  | \$358,127        | \$562,777        |      |      |      |        | \$920,904          |
| Contingency                |                 | \$51,702         | \$169,008        | \$168,834        |      |      |      |        | \$389,544          |
| <b>Total</b>               | <b>\$23,944</b> | <b>\$200,102</b> | <b>\$732,365</b> | <b>\$731,611</b> |      |      |      |        | <b>\$1,688,022</b> |

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

Explanation:

| Proposed Funding Sources:       | Prior           | 2025-2030          | Future | Total              |
|---------------------------------|-----------------|--------------------|--------|--------------------|
| Transportation Benefit District | \$23,944        | \$219,078          |        | \$243,022          |
| Grant                           |                 | \$1,445,000        |        | \$1,445,000        |
| <b>Total</b>                    | <b>\$23,944</b> | <b>\$1,664,078</b> |        | <b>\$1,688,022</b> |



## Attachment B – Additional Project Information

### Pavement Management - 154th Ave NE (Redmond Way to NE 85th St.)

#### Project-Related Community/Stakeholder Outreach

Project will be included on the City website. Traffic Alerts will be sent through the City's electronic notification system.

Local businesses will be contacted prior to construction.

#### Bid Results

The project was advertised in the *Daily Journal of Commerce* and *The Seattle Times* on April 15, 2026 and April 22, 2026. Bids will be received and opened on May 7, 2026. The City received NUMBER bids which are summarized below.

| <b>Bidder</b>              | <b>Bidder Location</b>           | <b>Bid Amount</b> |
|----------------------------|----------------------------------|-------------------|
| <b>Low Bidder</b>          | <b>City</b>                      | <b>\$</b>         |
| Bidder                     | ****Bidders to be determined**** | \$                |
| High Bidder                |                                  | \$                |
| <b>Engineer's Estimate</b> |                                  | <b>\$</b>         |

All bidders' unit prices, extensions, and additions have been checked for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable. Staff recommends awarding contract to CONTRACTOR.

#### Consultant Agreement History

|                    | <b>Date</b> | <b>Amount</b> | <b>Maximum Amount Payable</b> |
|--------------------|-------------|---------------|-------------------------------|
| Original Agreement | 6/2/2025    | \$300,492     | \$300,492                     |
| Supplement 1       |             | \$            | \$                            |
| Supplement 2       |             | \$            | \$                            |

#### Fiscal Information

##### **Current Project Budget**

|                                 |                    |
|---------------------------------|--------------------|
| Transportation Benefit District | \$243,022          |
| FHWA Grant                      | \$1,445,000        |
| <b>Total Funding</b>            | <b>\$1,688,022</b> |

##### **Estimated Project Costs**

|              |             |
|--------------|-------------|
| Design       | \$393,356   |
| Right of Way | \$0.00      |
| Construction | \$1,179,436 |

|                                     |                    |
|-------------------------------------|--------------------|
| Contingency                         | \$117,944          |
| <b>Total Estimated Project Cost</b> | <b>\$1,690,736</b> |
| <br>                                |                    |
| <b>Project Funding</b>              | <b>\$1,688,022</b> |
| <b>Budget Difference</b>            | <b>\$(2,714)</b>   |

**Previous Project-Related Council Touches**

| <b>Date</b> | <b>Meeting</b>                      | <b>Action</b> |
|-------------|-------------------------------------|---------------|
| 3/18/2025   | Approval of Grant Funding           | Approved      |
| 5/20/2025   | Approval of the consultant contract | Approved      |



|  |   |                          |  |
|--|---|--------------------------|--|
| <b>Supplemental Agreement<br/>Number</b> _____ |   | Organization and Address |  |
| Original Agreement Number                      |   | Phone:                   |  |
| Project Number                                 | Execution Date<br><b>6/2/2025</b>       | Completion Date          |  |
| Project Title                                  | New Maximum Amount Payable<br><b>\$</b> |                          |  |
| Description of Work                            |   |                          |  |

The Local Agency of \_\_\_\_\_  
desires to supplement the agreement entered into with \_\_\_\_\_  
and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_

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

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

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

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: \_\_\_\_\_

**III**

Section V, PAYMENT, shall be amended as follows:

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

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

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

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

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

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

# **EXHIBIT A**

## **SCOPE OF SERVICES**

### **SUPPLEMENT NO. 1**

#### **CITY OF REDMOND**

#### **Pavement Management – 154th Ave NE (Redmond Way to 85th St.)**

**Federal Aid No. STBGUL-1907(001)  
(Project # 2414)**

**Prepared by:**

**David Evans and Associates, Inc.  
14432 SE Eastgate Way, Suite 400  
Bellevue, WA 98007**

**February 25, 2026**

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| 10.2             | Record Drawings.....  | 3        |

## TASK 1.0 PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES

### 1.1. Project Description

Supplement No. 1 modifies the Original Agreement dated May 28, 2025, with the following revisions: construction engineering support and record drawings preparation.

The City of Redmond (CITY) is requesting David Evans and Associates, Inc. (CONSULTANT) to provide construction engineering support and record drawings for the Pavement Management – 154th Ave NE (PROJECT). The project includes pavement analysis, testing, and overlay recommendations; drainage and utility lid adjustments; replacing pavement markings on 154th Ave NE; and replacing vehicle loop detectors. The project limits are from the north of Redmond Way to NE 85th Street. The project's construction limits will not overlap with any existing crosswalks, thus not requiring upgrade needs to ADA curb ramps nor pedestrian traffic signal facilities.

This scope of services describes the Task Elements to be accomplished by the CONSULTANT as summarized under each task element. This scope consists of the following task elements:

- Task 2.1 – Project Management
- Task 2.4 – Monthly Invoices/progress Report
- Task 10.1 – Construction Engineering Support
- Task 10.2 – Record Drawings

### 1.2. Project Deliverables Furnished by the CONSULTANT

The CONSULTANT shall maintain a project file for pertinent work items. The CITY review sets will be returned with each subsequent revision, illustrating that each review comment has been addressed as stated, or how/why it was not addressed. The CONSULTANT shall deliver the following documents and products to the CITY as part of this agreement:

- Request for Information (RFI) responses
- Record Drawings

### 1.4 Project Assumptions

- The budget allocations shown on Exhibit D are itemized to aid in PROJECT tracking purposes only. The budget may be transferred between tasks or people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization. CONSULTANT shall inform CITY in writing monthly of any budget transfers between tasks.
- Project duration is assumed to be 4 months.

## TASK 2.0 PROJECT MANAGEMENT AND QUALITY CONTROL

### 2.1 Project Management

Direction of the CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports, status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

Periodic monitoring of the CONSULTANT'S design budget will occur over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

## 2.4 Monthly Invoices/Progress Reports

Monthly invoices will be prepared by the CONSULTANT per CITY requirements for work activities for the prior month. These invoices shall also include monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

### **Deliverables:**

- Monthly Invoices and Progress Reports (4 total)

## TASK 10.0 CONSTRUCTION SUPPORT SERVICES

### 10.1 Construction Engineering Support

The CONSULTANT shall provide construction engineering support at the CITY's request during construction phase of the project. Construction engineering support applies to the CONSULTANT involved in the preparation of construction contract documents under the Original Agreement.

Construction Engineering Support Services will include the following:

- **Pre-Construction Meeting:** The CONSULTANT (up to one {1} staff) will attend one (1) kick-off meeting with the prime contractor, CITY and SUBCONTRACTOR's.
- **Construction Meetings:** The CONSULTANT will attend construction meetings as requested. This task assumes four (4) total meetings will be attended by CONSULTANT.
- **Review Selected Shop Drawings Submittal:** The CONSULTANT will review and recommend action on selected Contractor submittals and shop drawings as requested by the CITY. Anticipated submittals will include work plans, fabrication submittals, and material approvals. The effort for this task is for input/support of Contractor's submittals to the CITY and will be limited to the effort shown in the Fee Proposal. This task assumes two (2) submittals.
- **Requests for Information (RFIs)/Design Clarifications:** At the CITY's request, the CONSULTANT may be asked to help the CITY in answering CONTRACTOR's RFIs. The task assumes that five (5) RFIs will be reviewed.

### **Deliverables:**

- Responses to Contractor Submittals
- Responses to RFIs

### 10.2 Record Drawings

The CONSULTANT shall prepare Record Drawings at the completion of the project. The CITY will provide Contractor-prepared marked-up drawings, inspector's field notes, and other available information. The CONSULTANT shall use these materials to prepare the Record Drawings. Record Drawings shall be prepared in accordance with the CITY's "Record Drawing Requirements."

### **Deliverables:**

- Phase I Record Drawings for Engineering Review (22"x34" [PDF format]).
- Phase II Record Drawings GIS Review - (22"x34" [PDF format], Digital CAD file [uploaded on CITY's Project Masterworks site], Digital Submittal Checklist [PDF format]).

- Phase III Record Drawings for Final Submittal (Searchable PDF format), Individual Record Drawings in TIFF format (uploaded on CITY's Project Masterworks site).
- One Composite DWG file (electronic).

**Exhibit D**  
**City of Redmond**  
**Pavement Management - 154th Ave NE (Redmond Way to 85th St.)**

**David Evans and Associates, Inc.**

|   | <b>Classification</b>         | <b>Est. Hours</b> | <b>x</b> | <b>Rate</b> | <b>=</b> | <b>Dollars</b> |
|---|-------------------------------|-------------------|----------|-------------|----------|----------------|
| 1 | Project Manager I (PJM1)      | 100               |          | \$59.52     |          | \$5,952        |
| 2 | Project Manager V (PJM5)      | 20                |          | \$107.96    |          | \$2,159        |
| 3 | Project Coordinator II (PJC2) | 7                 |          | \$32.60     |          | \$228          |
| 4 | Project Accountant IV (PAC4)  | 7                 |          | \$54.00     |          | \$378          |
|   |                               | <b>Total Hrs.</b> |          |             |          | <b>134</b>     |

**Total DSC** **\$ 8,717**

**Salary Escalation Cost (estimated)**

Escalation - % of Labor Cost 0% per year @ 0 year(s) \$0

**Total DSC** **\$ 8,717**

Overhead (OH Rate x DCS) 176.24% x \$ 8,717 = **\$ 15,364**

Fixed Fee (FF Rate x (DSC + Overhead)) 10.5% x \$ 24,081 = **\$ 2,528**

**Total Overhead & Fixed Fee Cost** **\$ 17,892**

| <b>Direct Expenses</b> | <b>No.</b> | <b>Unit</b> | <b>Each</b>   | <b>Cost</b> |
|------------------------|------------|-------------|---------------|-------------|
| Mileage                | 50         | miles @     | \$0.725 /mile | \$ 36.25    |

**Direct Expenses Subtotal** **\$ 36**

**David Evans and Associates Total** **\$ 26,645**

**Total Costs** **\$ 26,645**

**Management Reserve Fund** **\$ 10,000**

**Total Costs with Management Reserve Fund** **\$ 36,645**

**Exhibit D  
City of Redmond  
Pavement Management - 154th Ave NE (Redmond Way to 85th St.)**

David Evans and Associates, Inc.

| Work Element #                      | Work Element                               | 1                        | 2                        | 3                             | 4                            | DEA<br>Total<br>hrs | DEA<br>Total<br>\$ |
|-------------------------------------|--|--------------------------|--------------------------|-------------------------------|------------------------------|---------------------|--------------------|
|                                     |  | Project Manager I (PJM1) | Project Manager V (PJM5) | Project Coordinator II (PJC2) | Project Accountant IV (PAC4) |                     |                    |
|                                     |  | Total<br>hrs             | Total<br>hrs             | Total<br>hrs                  | Total<br>hrs                 |                     |                    |
| <b>2.0</b>                          | <b>Project Management and Coordination</b> |                          |                          |                               |                              |                     |                    |
| 2.1                                 | Project Management                         | 10                       |                          | 2                             | 2                            | 14                  | \$768              |
| 2.4                                 | Monthly Invoices/Progress Reports          | 5                        |                          | 5                             | 5                            | 15                  | \$731              |
|                                     | <b>Work Element 2.0 Total</b>              | 15                       |                          | 7                             | 7                            | 29                  | \$1,499            |
| <b>10.0</b>                         | <b>Construction Support Services</b>       |                          |                          |                               |                              |                     |                    |
| 10.1                                | Construction Engineering Support           | 40                       | 10                       |                               |                              | 50                  | \$3,460            |
| 10.2                                | Record Drawings                            | 45                       | 10                       |                               |                              | 55                  | \$3,758            |
|                                     | <b>Work Element 10.0 Total</b>             | 85                       | 20                       |                               |                              | 105                 | \$7,218            |
|                                     | <b>EXPENSES</b>                            |                          |                          |                               |                              |                     | \$36               |
| <b>PROJECT WORK ELEMENTS TOTALS</b> |  | 100                      | 20                       | 7                             | 7                            | 134                 | \$8,753            |



Memorandum

Date: 5/5/2026

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-247

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                       | Brandon Buehler | Deputy Director  |
| Public Works                       | Steve Gibbs     | Division Manager |
| Planning and Community Development | Micah Ross      | Senior Planner   |
| Public Works                       | Aaron Noble     | Project Manager  |

**TITLE:**

Approve Final Contract with Road Construction Northwest and Accept Construction for the 152<sup>nd</sup> Street Improvements Project

**OVERVIEW STATEMENT:**

Public Works is requesting Council to approve the final contract and accept construction for the 152<sup>nd</sup> Street Improvements project (No. 1530). This contract with Road Construction Northwest had a base bid amount of \$6,718,339.05, plus or minus change orders and bid items increases or decreases, resulting in a final contract amount of \$6,608,175.98.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

- Receive Information     
 Provide Direction     
 Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Transportation Master Plan
- **Required:**  
Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**  
N/A

- **Other Key Facts:**  
Public Works is requesting this item go forward for Council approval at the May 19, 2026, Council business meeting.

**OUTCOMES:**

This project upgraded 152nd Ave NE to meet the Overlake Village Design Guidelines. These improvements increased travel choices within the redeveloping neighborhood and improved access to the Overlake Village Light Rail Station. This work included building a bicycle and pedestrian path, ADA curb ramp improvements, signal changes, and stormwater upgrades.

**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:**  
\$6,608,175.98

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

**Budget Offer Number:**  
CIP

**Budget Priority:**  
Vibrant and Connected

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

*If yes, explain:*  
N/A

**Funding source(s):**  
Federal Grant, Impact Fees, Real Estate Excise Tax, Sound Transit Grant, General Fund

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

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

| <b>Date</b> | <b>Meeting</b>                         | <b>Requested Action</b> |
|-------------|--|-------------------------|
| N/A         | Item has not been presented to Council | N/A                     |

**Proposed Upcoming Contact(s)**

| <b>Date</b> | <b>Meeting</b>   | <b>Requested Action</b> |
|-------------|------------------|-------------------------|
| 5/19/2026   | Business Meeting | Approve                 |

**Time Constraints:**

Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens.

**ANTICIPATED RESULT IF NOT APPROVED:**

The warranty period begins upon Council acceptance. Not accepting construction will result in delay of warranty start, increasing the project close-out cost.

**ATTACHMENTS:**

- Attachment A: Project Information Sheet
- Attachment B: Additional Project Information



# CIP Project Information Sheet

**Project Name:** 152nd Avenue NE Improvements (NE 24th Street to NE 28th Street)

**Project Status:** Existing

**Functional Area(s):** Transportation

**Relevant Plan(s):** Transportation Master Plan

**Neighborhood:** Overlake

**Time Frame:** 2015-2023

**Budget Priority:** Vibrant and Connected

**Citywide Rank:** 4

**Functional Area Priority:** High

**Location:** 152nd Avenue NE from NE 24th Street to NE 28th Street

**Description:**

Enhance roadway with turn lanes, on-street parking, pedestrian/bicycle safety improvements, and rechannelization.

**Anticipated Outcomes:** *Primary:* Upgrade/Enhancement *Secondary:* New multimodal roadway with improved access to Overlake Village Station.

**Request:** *Primary Reason(s):* Budget Process  
Project approved in the 2023-2028 CIP budget process.

| Budget:                        | Prior               | 2025                | 2026              | 2027 | 2028 | 2029 | 2030 | Future | Total               |
|--------------------------------|---------------------|---------------------|-------------------|------|------|------|------|--------|---------------------|
| Original Budget                | \$14,718,625        |                     |                   |      |      |      |      |        | \$14,718,625        |
| Approved Changes               | -\$1,786,042        | \$1,787,042         |                   |      |      |      |      |        | \$1,000             |
| <b>Current Approved Budget</b> | <b>\$12,932,583</b> | <b>\$1,787,042</b>  |                   |      |      |      |      |        | <b>\$14,719,625</b> |
| <b>Proposed New Budget</b>     | <b>\$11,333,781</b> | <b>\$163,865</b>    | <b>\$50,484</b>   |      |      |      |      |        | <b>\$11,548,130</b> |
| Proposed changes due to        | ___ Scope Change    | ___ Schedule Change | ___ Budget Change |      |      |      |      |        |                     |

| Project Phasing:           | Prior               | 2025             | 2026            | 2027 | 2028 | 2029 | 2030 | Future | Total               |
|----------------------------|---------------------|------------------|-----------------|------|------|------|------|--------|---------------------|
| Preliminary Design (0-30%) | \$388,229           |                  |                 |      |      |      |      |        | \$388,229           |
| Right of Way               | \$2,098,239         |                  |                 |      |      |      |      |        | \$2,098,239         |
| Design (31-100%)           | \$1,402,255         |                  |                 |      |      |      |      |        | \$1,402,255         |
| Construction               | \$7,445,057         | \$163,865        | \$25,484        |      |      |      |      |        | \$7,634,407         |
| Contingency                |                     |                  | \$25,000        |      |      |      |      |        | \$25,000            |
| <b>Total</b>               | <b>\$11,333,781</b> | <b>\$163,865</b> | <b>\$50,484</b> |      |      |      |      |        | <b>\$11,548,130</b> |

| Estimated M&O Impacts: | Prior | 2025 | 2026 | 2027 | 2028    | 2029    | 2030    | Future  | Total    |
|------------------------|-------|------|------|------|---------|---------|---------|---------|----------|
| Cost                   |       |      |      |      | \$5,000 | \$5,000 | \$5,000 | ongoing | \$15,000 |

Explanation: Impacts include additional channelization, signage, green bike lanes, curbs, and cycle track.

| Proposed Funding Sources:          | Prior               | 2025-2030        | Future | Total               |
|------------------------------------|---------------------|------------------|--------|---------------------|
| Grant                              | \$6,406,894         | \$62,809         |        | \$6,469,703         |
| Impact Fees                        | \$2,802,533         | \$151,540        |        | \$2,954,073         |
| Real Estate Excise Tax             | \$784,737           |                  |        | \$784,737           |
| Other Jurisdiction - Sound Transit | \$1,338,822         |                  |        | \$1,338,822         |
| General Fund                       | \$795               |                  |        | \$795               |
| <b>Total</b>                       | <b>\$11,333,781</b> | <b>\$214,349</b> |        | <b>\$11,548,130</b> |



## Attachment B – Additional Project Information

### Bel-Red Buffered Bike Lanes Schedule B and C

#### Project Discussion

This project added a protected bicycle and pedestrian pathway along 152<sup>nd</sup> Ave NE between NE 24<sup>th</sup> St and the NE Hopper St.

#### Fiscal Information

##### **Project Budget at Award**

|                        |                     |
|------------------------|---------------------|
| Federal Grant          | \$8,988,834         |
| Impact Fees            | \$4,355,718         |
| Real Estate Excise Tax | \$35,856            |
| Sound Transit Grant    | \$1,338,822         |
| General Fund           | \$395               |
| <b>Total Funding</b>   | <b>\$14,719,625</b> |

##### **Project Costs to Date**

|                                     |                     |
|-------------------------------------|---------------------|
| Preliminary Design                  | \$388,229           |
| Design                              | \$1,402,255         |
| Right of Way                        | \$2,098,239         |
| Construction                        | \$7,609,407         |
| Contingency                         | \$0.00              |
| <b>Total Estimated Project Cost</b> | <b>\$11,498,130</b> |

**Budget Difference** **\$3,221,495**

#### Previous Project-Related Council Touches

| <b>Date</b> | <b>Meeting</b> | <b>Action</b>               |
|-------------|----------------|-----------------------------|
| 9/6/2022    | Council        | Award Construction Contract |



Artistic Lighting installed along 152<sup>nd</sup> Ave NE



Northbound Lane at NE Hopper St



Intersection at Hopper St



Intersection at NE 24<sup>th</sup> St



Northbound shared-use path along 152<sup>nd</sup> Ave NE



Memorandum

Date: 5/5/2026  
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-275  
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                       | Mike Haley      | Project Manager                     |
| Parks                              | Cameron Zapata  | Parks Planner                       |
| Planning and Community Development | Micah Ross      | Senior Engineer                     |
| Public Works                       | Steven Gibbs    | Capital Projects Division Manager   |
| Public Works                       | Brenden Buehler | Acting Deputy Public Works Director |

TITLE:

Approve Final Contract with Johansen Construction Company and Accept Construction for the Redmond Central Connector Phase 3 Project

OVERVIEW STATEMENT:

The Redmond Central Connector Phase 3 (RCC3) Project constructed 1.6-miles of regional trail from the junction of the Bear Creek Trail/East Lake Sammamish Trail to the Cross Kirkland Corridor. This is the third and final phase of a 3.9-mile trail corridor that knits together Redmond Town Center, historic Downtown, Grass Lawn neighborhood, and the Willows business district.

Public Works is requesting Council to approve the final contract and accept construction for the Redmond Central Connector Phase 3 (Project No. 1915-315-03). This contract with Johansen Construction Company had a base bid amount of \$5,639,490, plus or minus change orders and bid items increase or decrease, resulting in a final contract amount of \$5,711,889.41.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
Redmond Central Connector Master Plan  
Transportation Master Plan  
Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across the city to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.
- **Required:**  
Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Project objectives include completing phase 3 of the regional trail, which improves the safety, reliability, and connection of the Redmond Central Connector trail system. Construction of RCC3 significantly improves pedestrian and bicycle access and comfort to people walking and riding along the Willows Road corridor. The project met the objectives.

**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:**  
\$5,711,889.41

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

**Budget Offer Number:**  
CIP

**Budget Priority:**  
Vibrant and Connected

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

**If yes, explain:**  
N/A

**Funding source(s):**

FHWA Grant, Congressional Directed Spending, WA Dept. of Commerce Grant, PSE, Impact Fees, General Fund

**Budget/Funding Constraints:**

Use of Federal Highway grants requires a minimum of 13.5% funding participation by Redmond

**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 |
|-----------|------------------|------------------|
| 5/19/2024 | Business Meeting | Approve          |

**Time Constraints:**

Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens.

**ANTICIPATED RESULT IF NOT APPROVED:**

The warranty period begins upon Council acceptance. Not accepting construction will result in delay of warranty start, increasing the project close-out cost.

**ATTACHMENTS:**

- Attachment A: Project Information Sheet
- Attachment B: Additional Project Information



# CIP Project Information Sheet

**Project Name:** Redmond Central Connector Phase 3

**Project Status:** Existing - Revised

**Functional Area(s):** Parks, Transportation

**Relevant Plan(s):** PARCC Plan, Transportation Master Plan

**Neighborhood:** Willows & Rose Hill

**Time Frame:** 2019-2026

**Budget Priority:** Vibrant and Connected

**Citywide Rank:** 99

**Functional Area Priority:** High

**Location:** Former railroad corridor parallel to Willows Road, from the 9900 block to NE 124th Street

**Description:**

Design and construct a 1.6-mile regional trail that will complete the third and final phase of the Redmond Central Connector (RCC).

**Anticipated Outcomes:** *Primary:* Upgrade/Enhancement *Secondary:* Redmond Central Connector is complete, providing bicycle and pedestrian routes from the Junction of the Bear Creek Trail/East Lake Sammamish Trail to the Cross Kirkland Corridor and the rest of the 42-mile Eastrail system.

**Request:** *Primary Reason(s):* Scope Change  
Project budget increase due to addition trail lighting and inflation. Schedule change is due to awaiting completion of supporting project.

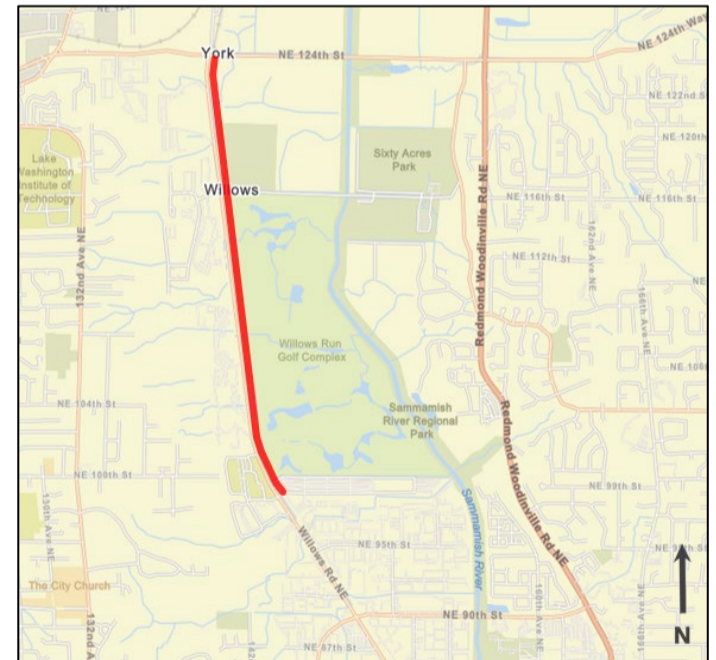
| Budget:                        | Prior              | 2025               | 2026               | 2027 | 2028 | 2029 | 2030 | Future | Total              |
|--------------------------------|--------------------|--------------------|--------------------|------|------|------|------|--------|--------------------|
| Original Budget                | \$5,147,216        | \$500,000          |                    |      |      |      |      |        | \$5,647,216        |
| Approved Changes               | -\$2,609,995       | \$3,845,431        | \$1,192,348        |      |      |      |      |        | \$2,427,785        |
| <b>Current Approved Budget</b> | <b>\$2,537,221</b> | <b>\$4,345,431</b> | <b>\$1,192,348</b> |      |      |      |      |        | <b>\$8,075,001</b> |
| <b>Proposed New Budget</b>     | <b>\$1,659,585</b> | <b>\$5,455,917</b> | <b>\$21,111</b>    |      |      |      |      |        | <b>\$7,136,613</b> |
| Proposed changes due to        | Scope Change       | Schedule Change    | Budget Change      |      |      |      |      |        |                    |

| Project Phasing:           | Prior              | 2025               | 2026            | 2027 | 2028 | 2029 | 2030 | Future | Total              |
|----------------------------|--------------------|--------------------|-----------------|------|------|------|------|--------|--------------------|
| Preliminary Design (0-30%) | \$22,760           |                    |                 |      |      |      |      |        | \$22,760           |
| Right of Way               | \$15,312           | \$11,453           |                 |      |      |      |      |        | \$26,765           |
| Design (31-100%)           | \$837,134          |                    |                 |      |      |      |      |        | \$837,134          |
| Construction               | \$784,379          | \$5,444,464        | \$11,111        |      |      |      |      |        | \$6,239,954        |
| Contingency                |                    |                    | \$10,000        |      |      |      |      |        | \$10,000           |
| <b>Total</b>               | <b>\$1,659,585</b> | <b>\$5,455,917</b> | <b>\$21,111</b> |      |      |      |      |        | <b>\$7,136,613</b> |

| Estimated M&O Impacts: | Prior | 2025 | 2026 | 2027 | 2028 | 2029     | 2030     | Future  | Total    |
|------------------------|-------|------|------|------|------|----------|----------|---------|----------|
| Cost                   |       |      |      |      |      | \$18,300 | \$18,300 | ongoing | \$36,600 |

Explanation: M&O costs including labor, materials, tools, utilities related to maintaining and operating the new trail section.

| Proposed Funding Sources: | Prior              | 2025-2030          | Future | Total              |
|---------------------------|--------------------|--------------------|--------|--------------------|
| General Fund              | \$1,064,462        | \$129,475          |        | \$1,193,937        |
| Grant - (PSRC)            | \$500,000          | \$1,630,000        |        | \$2,130,000        |
| Grant - State             | \$699,370          |                    |        | \$699,370          |
| Impact Fees               |                    | \$1,951,694        |        | \$1,951,694        |
| Grant - Legislative       |                    | \$1,100,000        |        | \$1,100,000        |
| PSE                       | \$272,759          | \$727,241          |        | \$1,000,000        |
| <b>Total</b>              | <b>\$2,536,591</b> | <b>\$5,538,410</b> |        | <b>\$8,075,001</b> |



## Attachment B – Additional Project Information

### Redmond Central Connector, Phase 3,

#### Project Discussion

The Redmond Central Connector is a key regional link from Redmond to Issaquah via the East Lake Sammamish Trail, two light rail stations (Downtown, Marymoor Village), and the Cross Kirkland Corridor that connects to Totem Lake Transit Center. It is part of the larger East Rail, a 42-mile corridor between Snohomish County and Renton. Redmond Central Connector III is Redmond’s third and final phase consisting of 1.6 miles of the trail to be completed and will improve access to businesses on Willows Road and Kirkland at NE 124<sup>th</sup> Street. The completed trail is expected to be used by 250,000 people annually and was substantially complete in the summer of 2025.

#### Fiscal Information

|                                     |                    |
|-------------------------------------|--------------------|
| <b>Current Project Budget</b>       |                    |
| General Fund                        | \$1,193,937        |
| PSRC Grant                          | \$2,130,000        |
| Legislative Grant                   | \$1,100,000        |
| State Commerce Grant                | \$699,370          |
| Impact Fees                         | \$1,951,694        |
| Puget Sound Energy                  | \$1,000,000        |
| <b>Total Funding</b>                | <b>\$8,075,001</b> |
| <b>Estimated Project Costs</b>      |                    |
| Preliminary Design                  | \$23,000           |
| Design                              | \$838,000          |
| Right of Way                        | \$27,000           |
| Construction                        | \$6,240,000        |
| Contingency                         | \$947,001          |
| <b>Total Estimated Project Cost</b> | <b>\$8,075,001</b> |
| <b>Budget Difference</b>            | <b>\$0</b>         |

#### Previous Project-Related Council Touches

| <b>Date</b> | <b>Meeting</b>   | <b>Action</b>  |
|-------------|------------------|----------------|
| 5/21/2024   | Business Meeting | Accept Funding |
| 9/17/2024   | Business Meeting | Award Contract |

Photos





Memorandum

Date: 5/5/2026  
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-215  
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 | Brandon Buehler  | Acting Deputy Director         |
| Public Works | Paul Cho         | TOSE Manager and Traffic Eng.  |
| Public Works | Patty S. Criddle | Transp. Engineering Supervisor |

**TITLE:**  
Approval of an Ordinance Executing the Olympic Pipeline Franchise Agreement

**OVERVIEW STATEMENT:**

Public Works recommends Council approve the subject Ordinance to execute a new 10-year franchise with Olympic Pipe Line Company (OPL). The City of Redmond has an existing franchise with OPL that authorizes operation of petroleum pipeline facilities within the City’s rights-of-way. The franchise was originally adopted under Ordinance No. 2289 (2006) and has continued on a year-to-year basis since its expiration in 2016.

The proposed ordinance establishes a new ten-year franchise, effective January 1, 2026, with provisions for renewal for an additional ten-years. Continuing under the expired agreement exposes to the City to outdated insurance, environmental, and cost recovery provisions.

Differences between the 2006 agreement and the new agreement include that the updated franchise:

- Increases the fee the franchisee pays to the City. The fee originally started out at \$12,000 plus annual CPI increases since 2006 and increases to a \$23,000 annual fee in 2026 plus annual CIP increases starting in 2027.
- Strengthens environmental indemnification and increases insurance amounts incurred by franchisee.
  - Franchisee is required to have \$100M commercial general liability, \$50M in pollution liability and a \$5M umbrella insurance.

Attachment B highlights differences between the 2006 and 2026 Franchise Agreements.

Council is being asked to approve updated terms governing an existing pipeline in City right of way-not to approve new infrastructure.

Similar to the updated Puget Sound Energy franchise agreement, the ordinance itself serves as both the granting instrument and the agreement - no separate contract document will be executed.

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

**REQUESTED ACTION:**

Receive Information                       Provide Direction                       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is required for passage of an ordinance.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Adoption of the updated franchise ordinance will:

- Replace the expired 2006 ordinance with a current, legally robust franchise framework;
- Ensure clear operational, indemnity, and environmental protections for the City;
- Clarify renewal and termination provisions to prevent future lapses.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A - The franchise governs continued use of existing underground facilities. No new pipeline; no expansion of capacity or footprint; no construction or community impacts anticipated.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
N/A

**Budget Priority:**

N/A

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

*If yes, explain:*

N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

| Date      | Meeting          | Requested Action |
|-----------|------------------|------------------|
| 5/19/2026 | Business Meeting | Approve          |

**Time Constraints:**

The current franchise agreement is expired and continues on a year-to-year basis. Continuing under the expired agreement, the City to outdated insurance, environmental, and cost recovery provisions.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the City does not adopt a new franchise ordinance, OPL will continue operating under the expired 2006 ordinance, which lacks current legal, insurance, and environmental safeguards.

**ATTACHMENTS:**

Attachment A: Ordinance - Olympic Pipeline Franchise Agreement

Attachment B: 2006 vs 2026 Franchise Comparison

NON-CODE

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

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, GRANTING OLYMPIC PIPE LINE COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS WITHIN AND THROUGH THE FRANCHISE AREA OF THE CITY OF REDMOND, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

---

WHEREAS, Olympic Pipe Line Company LLC (hereinafter "Company") entered into a nonexclusive ten (10)-year Franchise Agreement with the City of Redmond (hereinafter "City") effective May 27, 2006, via Ordinance No. 2289, to operate and maintain a petroleum pipeline through certain public rights of way and property within the City; and

WHEREAS, the Franchise Agreement has been automatically renewing on a year-to-year basis upon conclusion of the initial ten (10) year term; and

WHEREAS, that Franchise Agreement will continue to run until December 31, 2025; and

WHEREAS, the City and the Company desire to enter into a new franchise agreement commencing on January 1, 2026; and

WHEREAS, the City Council finds that it is in the public interest to enter into a new nonexclusive franchise agreement with the Company for a ten (10)-year period commencing on January 1, 2026; and

WHEREAS, RCW 35A.47.040 authorizes the City to grant nonexclusive franchises for the use of City rights-of-way, streets, public ways, or other ways.

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

Section 1.        Classification. This is a non-code ordinance.

Section 2.        Definitions.

For the purposes of this new Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

2.1.        Construct or Construction shall mean removing, replacing, and repairing existing pipeline(s) and Facilities and may include, but is not limited to, digging and excavating for the purposes of installing, removing, replacing, and repairing pipeline(s) and Facilities.

2.2. Effective Date shall be as provided in this Franchise, namely January 1, 2026.

2.3. Environmental Laws shall include any valid and applicable federal, state, or local law, statute, code, or ordinance or valid and applicable federal or state administrative rule, regulation, order, decree, or other valid law as now or at any time hereafter in effect pertaining to the protection of human health or the environment.

2.4. Facilities shall mean the Company's pipeline system, lines, valves, mains, and appurtenances used to transport or distribute the Company's Petroleum Product(s), existing as of the effective date of this Franchise or as those components may be modified or improved consistent with the terms of this Franchise.

2.5. Franchise shall mean this Franchise and any amendments, exhibits, or appendices to this Franchise.

2.6. Franchise Area means the Right-of-Way within the jurisdictional boundaries of the City, including any areas annexed by the City (but excluding properties upon which the Company holds a private easement, license, or other property interest for its Facilities) during the term of this Franchise, in which case the annexed area shall become subject to the terms of this Franchise.

2.7. Hazardous Substance or Hazardous Substances means any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant, including all substances designated under any federal, state, or local law, statute, code or ordinance or lawful rule, regulation, order, decree, or other law as now or at any time hereafter in effect. The term shall specifically include Petroleum and Petroleum Products. The term shall also be interpreted to include any substance which, after release into the environment, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities.

2.8. Improve or Improvements shall mean modifications to, but not a change in the nature of, the existing pipeline(s) or Facilities as required and necessary for safe operation.

2.9. Maintenance or Maintain shall mean examining, testing, inspecting, repairing, and replacing the existing pipeline and Facilities or any part thereof as required and necessary for safe operation.

2.10. Operate or Operations shall mean the use of the Company's pipeline(s) and/or Facilities for the transportation, distribution and handling of Petroleum or Petroleum Products within and through the Franchise Area.

2.11. Other Ways means the highways, streets or roads not held by the City.

2.12. Petroleum or Petroleum Products shall include, but is not limited to, motor gasoline, diesel fuel, and aviation jet fuel, and shall exclude natural gas.

2.13. Pipeline Corridor shall mean the pipeline pathway through the jurisdictional boundaries of the City in which the pipeline(s) and Facilities of the Company are located, including any Rights-of-Way, Public Ways, Other Ways, and/or easement over and through private property.

2.14. Public Ways shall mean any highway, street, alley, utility easement (unless their use is otherwise restricted for other users), or other public Rights-of-Way for motor vehicle or other use under the jurisdiction and control of the City.

2.15. Rights-of-Way means land acquired or dedicated to the public or that is hereafter dedicated to the public and maintained under public authority or by others, including, but not limited to, public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks, easements and similar public property located within the Franchise Area.

Section 3.      Purpose.

The City grants this nonexclusive Franchise to Company to construct new Facilities and operate and maintain its Facilities as a liquid petroleum product delivery system for Company's business. This Franchise is granted subject to the police powers, land use authority and franchise authority of the City and is conditioned upon the terms and conditions contained herein and Company's compliance with any applicable federal, state or local regulatory programs that currently exist or may hereafter be enacted by any federal, state or local regulatory agencies with jurisdiction over the Company. The purpose of this Franchise is to delineate the conditions relating to Company's use of the Franchise Area and to create a foundation for the parties to work cooperatively in the public's best interests after this Ordinance becomes effective. By granting this Franchise, the City is not assuming any risks or liabilities therefrom, which shall be solely and separately borne by Company. The Company agrees and covenants, at its sole cost and expense, and within its authority and control, to take all necessary and prudent steps to protect, support and keep safe from harm its pipeline(s) and Facilities, or any part thereof, when necessary to protect the public health and safety.

Furthermore, this Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, under, on, across, over, through, along, or below any Rights-of-Ways, Public Ways, and Other Ways.

This and other franchises shall, in no way, prevent or prohibit the City from using any of its Rights-of-Ways, Public Ways, and Other Ways or affect its jurisdiction over them or any part of them, and the City hereby retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications or vacations of same as the City may deem fit, including the dedication, establishment, maintenance and improvement of all new Rights-of-Way, streets, avenues, thoroughfares, and Public Ways, or Other Ways.

Section 4.      Rights Conveyed.

4.1.            Pursuant to the laws of the State of Washington including, but not limited to, RCW 35A.47.040, the City hereby grants, under the terms and conditions contained herein, to Company the non-exclusive right, privilege, authority and Franchise to construct, operate, maintain and improve its Facilities, together with all equipment and appurtenances as may be necessary thereto,

for the transportation and handling of any Petroleum or Petroleum Products within the Franchise Area.

4.2. This Franchise is only intended to convey a limited right and interest as to that Right-of-Way in which the City has an actual interest. It is not a warranty of title or interest in the City's Rights-of-Way. None of the rights granted herein shall affect the City's jurisdiction over its property, streets, or Rights-of-Way.

4.3. The limited rights and privileges granted under this Franchise shall not convey any right to Company to install any new pipeline(s) and/ or Facilities without the express written consent of the City.

4.4. The Company acknowledges and warrants by acceptance of the rights and privileges granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all reasonable risks of the meaning of the provisions, terms and conditions herein. The Company further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and believes that the same are consistent with all local, state and federal laws and regulations currently in effect. If in the

future the Company becomes aware that a provision of this Franchise may be unlawful or invalid, it will not use such potential invalidity to unilaterally ignore or avoid such provision. Instead, the Company will promptly advise the City of the potential invalidity or illegality, and the parties will meet within thirty (30) days and endeavor jointly to cure the invalidity or illegality.

Section 5.      Term.

5.1.            Each of the provisions of this Franchise shall become effective upon Company's acceptance of the terms and conditions of this Franchise and shall remain in effect for ten (10) years commencing on January 1, 2026. At any time not more than three (3) years nor less than one hundred eighty (180) days before the expiration of the initial Franchise term, the Company may make a written request and the City may consider, at its sole discretion, renewing this Franchise for an additional ten (10) year renewal period. If both parties express their intention in writing to renew this Franchise at the conclusion of the initial ten (10) year term, then this Franchise shall be renewed for an additional ten (10) years.

Either party may terminate this Franchise at the conclusion of the initial ten (10) year term or at the conclusion

of any one (1) year extension by giving at least thirty (30) days prior written notice to the other party.

5.2. If the parties fail to formally renew or terminate the Franchise prior to the expiration of its term or any extension thereof, the Franchise shall be extended on a year-to-year basis until a renewed Franchise is executed or until one Party terminates the Franchise.

Section 6. Assignment and Transfer of Franchise.

6.1. This Franchise and the Facilities shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, nor shall title thereto, either legal or equitable, pass or vest in any person or entity without the prior written consent of the City Council, acting by ordinance or resolution, which consent shall not be unreasonably withheld. Such consent shall not be deemed to waive any rights of the City to subsequently enforce non-compliance issues relating to this Franchise that existed at or before the time of the City's consent.

6.2. If such consent is given by the City, then the Company shall, within thirty (30) days, file with the City a written instrument evidencing such sale, assignment or transfer of

ownership, whereby the assignee(s) or transferee(s) shall agree to accept and be bound by all of the provisions of this Franchise.

6.3. Any transfer or assignment of this Franchise by the Company without the prior written consent of the City shall be void.

Section 7. Compliance with Laws.

The Company shall, in carrying out any authorized activities under the privileges granted herein, comply with all valid and applicable local, state and federal laws, including, but not limited to, pipeline laws, environmental laws, and any laws or regulations that may be subsequently enacted by any governmental entity with jurisdiction over Company or the Facilities.

Section 8. Construction on or within Rights-of-Way, Public Ways, and Other Ways.

8.1. All work performed on Facilities within the Franchise Area will be accomplished in a good and workmanlike manner, by means that, to the extent practicable, minimize interference with the free passage of pedestrian or vehicular traffic, and by methods that allow for reasonable access to adjoining property, whether public or private. The Company will post and maintain proper barricades, flags, flaggers, lights,

flares, safety devices, and other measures as required by law. If any work by the Company on Facilities within the Franchise Area impairs the lateral support of the Rights-of-Way or adjacent properties, the Company will take such action as is reasonably necessary to restore and maintain the lateral support of the Rights-of-Way or such adjacent properties.

8.2. Except in the event of an emergency, Company shall first obtain at its expense all required permits from the City to perform maintenance or construction work on Company's Facilities within the Franchise Area. The permit application shall contain detailed plans and specifications showing the position, depth and location of all such Facilities in relation to existing Rights-of-Ways, Public Ways, and Other Ways, or other City property, hereinafter collectively referred to as the "Plans." The Plans shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures and facilities, erection of permanent structures and facilities, traffic control, traffic turnouts and road obstructions, and all other necessary information. The Company shall file as-built plans and, when available, maps in GIS format with the City showing the final location of the Facilities. Such work shall only commence upon the

issuance of required permits and payment of the associated fees, which permits shall not be unreasonably withheld or delayed after submission of a complete application and fees. Except in the event of an emergency, the Company shall provide the City with at least seventy-two (72) hours written notice prior to any construction or maintenance of the Company's Facilities within the Franchise Area.

Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of the Company's plans and designs or to ascertain whether the Company's proposed or actual construction, testing, maintenance, repairs, replacement or removal is adequate or sufficient or in conformance with the plans and specifications reviewed by the City.

8.3. In the event of an emergency requiring immediate action by the Company for the protection of the pipeline(s) or Facilities, the City's property or the property, life, health or safety of any individual, the Company may take action immediately to correct the dangerous condition without first obtaining any required permit so long as: (1) the Company notifies the City's Fire Department through the dispatch system of the emergency; and (2) the Company informs the City permitting authority of the nature, location, and extent of the emergency, and the work to be

performed, prior to commencing the work if such notification is practical, or where such prior notification is not practical, the Company shall notify the City permitting authority on the next business day; and (3) such permit is obtained by the Company as soon as practicable following cessation of the emergency.

8.4. Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise, as a condition precedent to the issuance of any permits by the City, the Company shall, upon the request of the City, furnish a bond executed by the Company and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City as sufficient to ensure performance of the Company's obligations under this Franchise. The bond shall be conditioned so that the Company shall observe all the covenants, terms and conditions and shall faithfully perform all of the obligations of this Franchise, and repair or replace any defective work or materials discovered in the City's road, streets, or property.

8.5. All work done hereunder by Company or upon Company's direction or on Company's behalf, including any work performed by contractors or subcontractors, shall be undertaken and completed in a workmanlike manner and in accordance with the

descriptions, plans and specifications provided to the City. The Company's activities (including work done at the direction of the Company, or by its contractors or subcontractors) shall be conducted in such a manner as to avoid damage or interference with other utilities, drains or other structures, and not unreasonably interfere with public travel, park uses or other municipal uses, and the free use of adjoining property and so as to provide safety for persons and property. The Company's construction and maintenance shall be in compliance with all valid and applicable laws and regulations and specifications of governmental agencies with jurisdiction.

The Company's contractors and subcontractors performing work on behalf of the Company within the Franchise Area shall be licensed and bonded as required by law. Such work by the Company's contractors and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by the Company and shall be performed in compliance with the Franchise and law. As between the Parties and for purposes in this Franchise, the Company shall be responsible for all such work performed on the Company's behalf by its contractors and subcontractors within the Franchise Area.

8.6. In case of damage caused by the Company, its agents or employees or by the Facilities of the Company to Rights-of-Way, Public Ways, or Other Ways, the Company agrees to repair the damage at its own cost and expense. The Company shall, upon discovery of any such damage, immediately notify the City. The City will inspect the damage and set a time limit for completion of the repair. If the City discovers damage caused by the Company in the Franchise Area, the City shall give the Company notice of the damage and set a time limit in which the Company must repair the damage. In the event the Company does not make the repair as required in this Section, the City may repair the damage at the Company's expense.

8.7. The Company shall place and maintain line markers pursuant to federal regulations within and along the Pipeline Corridor. Additionally, Company agrees to continue its voluntary practice of placing continuous markers underground, when and where appropriate, indicating the pipeline's location each time Company digs to the pipeline, or such other "industry best practices" as may from time to time be developed as a method of alerting excavators of the presence of the pipeline.

8.8. The Company shall continuously be a member of the State of Washington one number locator service under RCW 19.122,

or its approved equivalent, and shall comply with all such applicable rules and regulations.

8.9. The Company's Facilities shall be located and maintained within the Franchise Area so as not to interfere with the reasonable ingress or egress to the properties abutting the Franchise Area.

8.10. The Company shall, after the installation, construction, relocation, maintenance, removal or repair of any of the Company's Facilities within the Franchise Area or any damage, restore the surface of the Franchise Area, adjacent properties and any other property which may be disturbed or damaged by such work, to at least the same condition as it was immediately in prior to any such work. The City shall have final approval of the condition of the Franchise Area after restoration pursuant to the provisions of applicable City codes, ordinances, regulations, laws, standards and procedures, as now exist or as may be hereafter amended or superseded.

8.11. The Company will post an appropriate performance bond in advance, as determined by the City, to ensure satisfactory restoration of the Franchise Area following the completion of the Company's work therein. The Company shall also provide

construction bonds as required or requested by the City covering faithful performance of the work in the amount of one hundred twenty-five percent (125%) of the cost of construction. The Company shall pay all premiums or costs associated with maintaining the bond(s) and shall keep the same in full force and effect until construction and restoration are completed to the satisfaction of the City.

8.12. All survey monuments which are disturbed or displaced by the Company in its performance of any work under this Franchise shall be referenced and restored by the Company, as per Chapter 332-120 WAC, as from time to time amended, and all pertinent federal, state and local standards and specifications.

8.13. The Company and City shall each exercise best efforts to coordinate any construction work that either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and utilities within the Franchise Area informed of its intent to undertake such construction work. The Company and City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by the other within the Franchise Area.

8.14. The Company will have the right to cut, clear, prune and remove vegetation encroaching on, overhanging, or growing into Facilities within the Rights-of-Way so as to prevent such vegetation from coming in contact with such Facilities and to maintain safe and reliable operations of such Facilities. The Company shall use a certified arborist that has the requisite professional certifications in the reasonable opinion of the City and the Company and its arborist shall meet industry approved arborist standards. The exercise of such right will be subject to the City's prior written approval, which will not be unreasonably withheld, conditioned, or delayed. The Company's tree trimming activities will preserve the appearance, integrity, and health of the trees to the extent reasonably possible. The Company will be responsible for all debris removal from such activities.

Section 9. Abandonment and Removal of Facilities.

9.1. The Company shall notify the City of any abandoned Facilities or cessation of use of any of its Facilities within thirty (30) days after such abandonment or cessation of use.

9.2. In the event of abandonment or Company's permanent cessation of use of its Facilities, or any portion thereof within the Franchise Area, the Company shall, within one hundred eighty (180) days after the abandonment or permanent cessation of use,

remove the Facilities at the Company's sole cost and expense. Provided that, notwithstanding the foregoing, in the City's sole discretion and with the City's prior written consent, the Company may, at Company's sole cost and expense, secure the underground Facilities in such a manner as to cause them to be as safe as is reasonably possible, by removing all Petroleum Products, purging vapors, displacing the contents of the line with an appropriate inert material and sealing the pipe ends with a suitable end closure, all in compliance with valid and applicable regulations, and abandon them in place, provided that portions of the Facilities which are aboveground shall be removed at Company's sole cost and expense. The Company shall be responsible for any environmental review required by law for the abandonment of any pipeline(s) or Facilities and the payment of any costs of such environmental review.

9.3. In the event of the removal of all or a portion of the Facilities, Company shall restore the Franchise Area as nearly as possible to a condition that existed prior to installation of Company's Facilities. Such property restoration work shall be done at Company's sole cost and expense and to the City's reasonable satisfaction. The City shall have final approval of the condition of the Franchise Area after restoration pursuant to the provisions

of applicable City codes, ordinances, regulations, laws, standards and procedures, as now exist or as may be hereafter amended or superseded. If Company fails to remove or secure the Facilities and fails to restore the premises or take such other mutually agreed upon action, the City may, after reasonable notice to Company, remove the Facilities, restore the premises or take such other action as is reasonably necessary at Company's expense and the City shall not be liable therefor.

This remedy shall not be deemed to be exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed. The City shall not charge the Company franchise fees for pipelines or pipeline segments abandoned or removed in compliance with this Section. However, the City's consent to the abandonment of Facilities in place shall not relieve the Company of the obligation and costs to remove, alter or re-secure such Facilities in the future in the event it is reasonably determined, as adjudged in the sole discretion of the City, that removal, alteration or re-securing the facilities is necessary or advisable for the health, safety, necessity or convenience of the public, in which case the Company shall perform such work at no cost to the City.

Section 10. Operations and Maintenance - Inspection and Testing.

10.1. The Company shall operate and maintain its Facilities in full compliance with the applicable provisions of Title 49, Code of Federal Regulations, Part 195, and Chapter 480-75 WAC, as now enacted or hereafter amended, all environmental laws, and any other current or future laws or regulations that are applicable to Company's Facilities, enacted by any governmental entity with jurisdiction over Company or Company's Facilities.

10.2. The City shall use reasonable efforts to inform all excavators subject to a City grading or right-of-way permit working within one hundred (100) feet of the Company's Facilities of their responsibility to notify the Company at least forty-eight (48) hours prior to the start of any work and to ensure compliance with the requirements of the State of Washington one-number locator services law (Chapter 19.122 RCW). If the Company becomes aware that a third party conducts any excavation or other significant work that may affect the Facilities, the Company shall conduct such inspections and testing as are necessary to determine that no direct or indirect damage was done to the Facilities and that the work did not abnormally load the Company's Facilities or impair the effectiveness of the Company's cathodic protection system.

Upon written request, the Company shall report to the City its inspection and findings in person.

10.3. At the City's request, the Company shall provide, at its sole cost and expense, a briefing by qualified testing experts to explain the inspection results and Company's proposed corrective action(s). Said qualified testing experts may be employees or representatives of the Company.

Section 11. Undergrounding.

11.1. The Company shall maintain a written program to prevent damage to its Facilities from excavation activities, as required by applicable state and federal guidelines.

11.2. The Company and City shall comply with applicable and valid federal, state and local requirements regarding underground utilities, including Chapter 19.122 RCW (one-number locator services).

11.3. The Company shall regularly inspect the surface conditions on or adjacent to the Pipeline Corridor, as required by applicable state and federal regulations.

Section 12. Leaks, Spills and Emergency Response.

12.1. The Company shall have in place, at all times during the term of this Franchise, a system for remotely monitoring pressures and flows across the Franchise Area. The remote monitoring must be able to accurately detect pipeline ruptures.

12.2. The Company warrants that it will adhere to the Comprehensive Emergency Management Plan that is in compliance with the applicable requirements of local, State, and federal agencies with jurisdiction. Upon written request by either party, the parties agree to meet periodically to review the Comprehensive Emergency Management Plan and procedures.

The Company's emergency plans and procedures shall designate the Company's responsible local emergency officials and a direct 24-hour emergency contact number for the control center operator. The Company shall, after being notified of an emergency, cooperate with the City and make every effort to respond as soon as possible to protect the public's health, safety and welfare.

12.3. The Company shall cooperate with the City and respond to protect public health and safety in the event of a pipeline emergency. The Company warrants that it will at all times have available, on the regional level, sufficient emergency

response equipment and materials to immediately and fully respond to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Company's pipeline(s) or Facilities and that Company shall be solely responsible for all necessary costs incurred by any agency in responding appropriately to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Company's pipeline(s) or Facilities, including, but not limited to, detection and removal of any contaminants from earth or water, all remediation costs, equipment replacement, and staffing costs, except for any spill, leak, or other release that results from the sole negligence or willful misconduct of the City or its contractors. Any costs that are the responsibility of the Company shall be considered extraordinary costs, shall not be borne by the City and shall not be considered administrative expenses of the City. Nothing in this Section shall be construed as limiting the Company's right to seek recovery from third parties.

12.4. Leaks, spills, ruptures and other emergencies shall be investigated and reported as required by applicable federal, state and local regulations and the City shall be notified promptly.

12.5. The Company shall be solely responsible for all necessary costs incurred by the City, County, special district or state agencies in responding to any rupture, spill, or leak from the Company's pipeline(s) or Facilities, including, but not limited to, detection and removal of any contaminants from the air, earth or water, and all actual remediation costs unless arising from the negligent acts or omissions, or intentional misconduct of the City. This Section shall not limit the Company's or City's rights or causes of action against any third party or parties who may be responsible for a leak, spill or other release of hazardous liquid from the Company's pipeline, including such third party's insurers.

Section 13. Required Relocation of Facilities.

13.1. In the event that the City undertakes or approves the construction of, or changes to the grade or location of, any water, sewer or storm drainage line, street, sidewalk or any other Improvement Project and the City determines that the Improvement Project reasonably requires changes to or the relocation of Company's Facilities, then Company shall make such changes or relocations as required herein at Company's sole cost, expense and risk.

13.2. The City shall provide the Company reasonable written notice of any Improvement Project in the interest of public health, safety, welfare, necessity or convenience that requires changes to or the relocation of Company's Facilities. The City will endeavor, where practical, to provide the Company with at least one hundred twenty (120) days prior written notice, or such additional time as may reasonably be required, of such Improvement Project. However, nothing in this Section shall be construed as to relieve Company of its duty and obligation to relocate its Facilities to accommodate any Improvement Project undertaken by the City after written notice of any Improvement Project.

13.3. The City shall further provide the Company with copies of pertinent portions of the final plans and specifications for such Improvement Project so that the Company may make the required changes to or relocate its facilities to accommodate such Improvement Project.

13.4. The Company may, after receipt of written notice requiring changes to or relocation of its Facilities, submit to the City within sixty (60) days, written alternatives to such relocation. The City shall evaluate such alternatives and advise the Company in writing if one or more of the alternatives are suitable to accommodate the Improvement Project that would

otherwise necessitate changes to or relocation of the Facilities. If so requested by the City, the Company shall submit additional information to assist the City in making such evaluation, including actual field verification of the location(s) of the Company's underground Facilities within the Improvement Project area by excavating (e.g., pot holing), at no expense to the City. The City shall give each alternative proposed by the Company full and fair consideration but retains sole discretion to decide whether to utilize its original plan or an alternative proposed by the Company.

13.5. If any portion of the Company's Facilities that has been required by the City to be relocated under the provisions of this Section is subsequently required to be relocated again within five (5) years of the original relocation, the City will bear the entire cost of the subsequent relocation.

13.6. The Company shall not be required to relocate its Facilities at its expense for the benefit of private developers or third-party projects. However, in the event the City reasonably determines and notifies the Company that the primary purpose for requiring such changes to or relocation of the Company's Facilities in connection therewith is to cause or facilitate the construction of an Improvement Project or other similar plan, then the Company

shall change or otherwise relocate its Facilities at Company's sole cost, expense and risk.

13.7. The City shall work cooperatively with the Company in determining a viable and practical route within which the Company may relocate its Facilities in order to minimize costs while meeting the City's project timelines and objectives. The City's requirements with regard to the required changes or relocation (i.e., depth of cover, distance from other utilities, etc.) must not be unreasonable and must be consistent with applicable federal and state requirements. However, nothing in this Section shall be construed as to limit the City's police power, land use authority, franchise authority or the City's authority to regulate the time, place and manner of Company's use of the Rights-of-Way, Public Ways and Other Ways.

13.8. Upon receipt of the City's notice, plans and specifications, the Company shall take all necessary and prudent measures to complete relocation of such Facilities so as to accommodate the Improvement Project at least ten (10) calendar days prior to commencement of the Improvement Project or such other time as the parties may agree in writing.

13.9. The City shall take reasonable steps to cooperate with the Company on any effort by the Company to apply for and obtain any local, state or federal funds that may be available for the relocation of the Company's Facilities, provided, however, that the Company's application for any such funds shall not delay the City Improvement Project. To the extent such funds are made available, the Company may apply funds towards the costs incurred to relocate the Company's Facilities.

Section 14. Violations, Remedies and Termination.

14.1. The Company shall be in compliance with the terms and provisions of this Franchise at all times. The City reserves the right to apply any of the following remedies, alone or in combination, in the event Company violates any provision of this Franchise. The remedies provided for in this Franchise are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another or any rights of the City at law or in equity.

14.2. The City may terminate this Franchise if the Company breaches or otherwise fails to perform, comply with or otherwise observe any of the material terms or provisions of this Franchise, and fails to cure or make reasonable effort to cure such breach within thirty (30) calendar days of receipt of written

notice thereof, or, if not reasonably curable within thirty (30) calendar days, within such other reasonable period of time as the parties may agree upon.

14.3. If the Company's right to operate its Facilities within the Franchise Area is ultimately terminated, the Company shall comply with the terms of this Franchise regarding removal, abandonment and restoration of the Right-of-Way and with all directives of applicable federal and state agencies with jurisdiction.

Section 15. Dispute Resolution.

15.1. In the event of a dispute (other than a material breach under Section 14 above) between the City and the Company arising by reason of this Franchise, or any obligation hereunder, the dispute shall first be referred to the representatives designated by the City and the Company to have oversight over the administration of this Franchise. Said officers or representatives shall meet within thirty (30) calendar days of either party's request for said meeting, and the parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

15.2. In the event that the parties are unable to resolve the dispute under the procedure set forth in Subsection 15.1, then

the parties hereby agree that the matter shall be referred to mediation. The parties shall endeavor to select a mediator acceptable to both sides. If the parties cannot reach agreement, then each party shall secure the services of a mediator, who will in turn work together to mutually agree upon a third mediator to assist the parties in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties.

15.3. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies, provided that, if the party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other party's reasonable legal fees, expenses and costs incurred in the judicial action.

15.4. Subject to state and federal regulation, the Company shall be permitted to continuously operate its Facilities during dispute resolution.

Section 16. Indemnification.

16.1. General Indemnification. The Company shall indemnify, defend and hold harmless the City, its City Council, agents, officers or employees from and against any and all liability, loss, damage, cost, expense, and any claim whatsoever,

including reasonable attorneys' and experts' fees incurred by the City in the defense thereof, whether at law or in equity, arising out of or related to, directly or indirectly, the construction, operation, use, location, testing, repair, maintenance, removal or abandonment of the Company's Facilities, or from the existence of the Company's pipeline and other appurtenant facilities, and of the products contained in, transferred through, released or escaped from said pipeline and appurtenant facilities, from any and all causes whatsoever, except the City's sole negligence. If any action or proceeding is brought against the City by reason of the pipeline or its appurtenant facilities, the Company shall defend the City at the Company's complete expense, provided that, for uninsured actions or proceedings, defense attorneys shall be approved by the City, which approval shall not be unreasonably withheld.

16.2. Environmental Indemnification. The Company shall also indemnify, defend and hold harmless the City, its City Council, agents, officers or employees, from and against any and all liability, loss, damage, cost, expense, and any claim whatsoever, including reasonable attorneys' and experts' fees incurred by the City in the defense thereof, whether at law or in equity, caused by, directly or indirectly: (a) the Company's

violation of any environmental laws applicable to the Facilities or (b) from any release of a hazardous substance on or from the Facilities. This indemnity includes, but is not limited to: (a) liability for a governmental agency's costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws; and (e) liability for personal injury, death, property damage, or economic loss arising under any statutory or common-law theory.

16.3. The Company agrees that its obligations under this Section 16 extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Company, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of RCW Title 51.

Section 17. Insurance.

17.1. The Company shall procure and maintain for the duration of the Franchise and any renewal term and three (3) years

thereafter, insurance, or provide self-insurance, against all claims for death and injuries to persons and damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the Company, its agents, representatives or employees or any omissions by any of them hereunder. The Company shall provide an insurance certificate, together with an endorsement naming the City, its officers, elected officials, agents, employees, representatives, consultants and volunteers as additional insureds (except Worker's Compensation coverage required by section 17.1 C.), to the City upon the Company's acceptance of this Franchise, and such insurance certificates as applicable shall evidence the following minimum coverages:

- A. Commercial general liability insurance including coverage for premises-operations, explosions and collapse hazard, underground hazard and products completed hazard, with limits not less than \$100,000,000 per occurrence and in the aggregate for bodily injury or death to each person; and in the aggregate for property damage resulting from any one accident; and in the aggregate for general liability;
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$1,000,000 for each person and \$1,000,000 for each accident;
- C. Worker's compensation within statutory limits;
- D. Employer's liability insurance with limits of not less than \$2,000,000;

- E. Pollution Legal Liability, to be in effect throughout the ten (10) year term of this Franchise and any renewal term thereafter with a limit not less than \$50,000,000 per occurrence and in the aggregate to the extent such coverage is available in the marketplace; and
- F. Excess umbrella liability policy with limits of no less than \$5,000,000 per occurrence and in the aggregate.

17.2. If coverage is purchased on a "claims made" basis, then the Company warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of revocation, expiration or termination of this Franchise or conversion from a "claims made" form to an "occurrence" coverage form.

17.3. Any deductibles shall be the sole responsibility of the Company. The insurance certificates required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the aggregate limits of the insurer's liability.

17.4. The Company's insurance shall be primary insurance with respect to the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents,

and volunteers shall be in excess of the Company's insurance and shall not contribute with it.

17.5. In addition to the coverage requirements set forth in this Section and as commercially available, the certificates of insurance shall provide that:

The above-described policies will not be canceled before the expiration date thereof, without the issuing company giving thirty (30) days written notice to the certificate holder.

In the event of modification, cancellation or a decision not to renew, the Company shall obtain and furnish to the City evidence of self-insurance or replacement insurance policies meeting the requirements of this Section before the cancellation date.

17.6. The certificates and endorsements shall be signed by a person authorized by the insurer and must be received and approved by the City prior to the commencement of any work.

17.7. The Company's insurance policies shall contain a waiver of subrogation and waiver of any right of recovery against the City, its officers, officials, employees and agents.

17.8. The indemnity and insurance provisions herein under Sections 16 and 17 shall survive the expiration, termination or

revocation of this Franchise and shall continue for as long as the Company's Facilities shall remain in, under, above or on the Franchise Area.

Section 18. Franchise Fees and Administrative Costs.

18.1. In consideration for granting this Franchise and for use of the Franchise Area, there is hereby established an initial Annual Fee of \$23,000.00 (Twenty-Three Thousand Dollars), intended to cover the City's reasonable costs related to administering the Franchise and its attendant oversight of the Franchise Area. Each year's annual fee will cover the upcoming twelve (12) month period.

18.2. The Annual Fee shall increase after the first year of the term of this Franchise and all following years by the increase in the prior years' Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue area (the Annual CPI-U). The Annual CPI-U is published by the U.S. Bureau of Labor Statistics on or after January 15<sup>th</sup> of each year. The increase in the annual fee will be determined by multiplying the prior year's annual fee by the Annual CPI-U and rounding that product to the next whole \$10 (Ten Dollars).

18.3. The annual fee payment shall be due thirty (30) days after receipt of a City-provided invoice. The invoice will document the prior year's annual fee amount, published Annual CPI-U, the calculated annual fee increase, a record of receipt of the prior payment made, and balance due. Interest shall accrue on any late payment at the rate of twelve percent (12%) per annum. Such interest shall be in addition to any applicable penalties for late payment. Any partial payment shall first be applied to any penalties, then interest, and then to principal.

18.4. The Company agrees to pay a fee or a charge so that the City recovers its actual, reasonable administrative expenses directly related to this Franchise. Nothing herein shall preclude the City from also charging administrative fees or recovering administrative costs incurred by the City in the approval of permits or in the reasonable supervision, inspection or examination of all work by the Company in the Franchise Area to ensure compliance with the terms of this Franchise and the applicable permits, as required by the applicable provisions of the Municipal Code.

18.5. The foregoing annual fee and administrative expenses do not include any generally applicable taxes that the

City may legally levy. The Company shall also bear the cost of publication of this Franchise.

Section 19. "AS-IS" "WHERE IS" Condition.

19.1. The Company accepts the Franchise Area in an "As Is" "Where Is" condition, with any and all patent and latent defects, and is not relying on any representations or warranties, express or implied, of any kind whatsoever from the City. The Company agrees that the City has never made any guarantees as to the suitability, security or safety of the location of the Company's Facilities or the Facilities themselves or possible hazards or dangers arising from other uses or users of the Rights-of Way, Public Ways and Other Ways or other property including by the City, the general public or utilities. As between the City and the Company, the Company shall remain solely and separately liable for the function, testing, maintenance, operation, replacement and repair of the Facilities or other activities permitted hereunder.

19.2. This Franchise Ordinance shall not create any duty of the City or any of its officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, employees or agents in the exercise of the powers reserved herein. Further, this Ordinance is not intended to acknowledge, create, imply or expand any duty or

liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may be deemed to be created in the City hereunder shall be deemed a duty to the general public and not to any specific party, group or entity.

Section 20. Receivership and Foreclosure.

20.1. The Company shall immediately notify the City in writing if it: files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; files an answer admitting to the jurisdiction of the Bankruptcy Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations, pipeline(s) or Facilities within or affecting the Franchise Area.

20.2. Upon the foreclosure or other judicial sale of all or a substantial part of the Company's business operations, pipeline(s) or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all or a substantial

part of the pipeline(s) or Facilities within or affecting the Franchise Area, or upon the occasion of additional events which effectively cause termination of the Company's rights or ability to operate the pipeline(s) or Facilities within or affecting the Franchise Area, the Company shall notify the City of such fact, and such notification or the occurrence of such terminating events shall be treated as a notification that a change in control of the Company has taken place, and the provisions of this Franchise governing the consent of the City to such change in control of the Company shall apply.

20.3. The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise and remedied any existing violations and/or defaults; and b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly

approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Company except where expressly prohibited by Washington law.

Section 21. Company's Acceptance.

The City may void this Franchise Ordinance if the Company fails to file its unconditional written acceptance of this Franchise within sixty (60) calendar days from the final passage of same by the City Council. The Company shall file its unconditional written acceptance with the City Clerk of the City of Redmond.

Section 22. Notice.

22.1. All notices, demands, requests, consents and approvals which may, or are required to be, given by any party to the other party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

City:

City of Redmond  
15670 NE 85th Street

Redmond, WA 98052  
Attn: Public Works Director

With a copy to:  
City of Redmond  
15670 NE 85th Street  
Redmond, WA 98052  
Attn: Chief Operating Officer

Company:  
Olympic Pipe Line Company LLC  
Attn: President & Right of Way Dept.  
2319 Lind Avenue S.W.  
Renton, Washington 98057

With a copy to:  
Michael Fandel  
Miller Nash LLP  
605 5<sup>th</sup> Avenue S, Suite 900  
Seattle, WA 98104

or to such other address as the foregoing parties hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Electronic transmission of any signed original document shall be the same as delivery of an original document.

22.2. To ensure effective cooperation, the Company and the City shall each designate a representative responsible for communications between the Parties.

Section 23. Miscellaneous.

23.1. No provision of this Franchise shall be deemed to bar the right of the City or the Company to seek judicial relief

from a violation of any provision of the Franchise, to recover monetary damages for such violations from the other party, or to seek enforcement of the other party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity.

23.2. This Franchise will be governed by, subject to and construed under the laws of the State of Washington, Federal law and local law.

23.3. Any action relating to this Franchise shall be brought in King County Superior Court or, in the case of a federal action, the United States District Court for the Western District of Washington in Seattle.

23.4. As of the Effective Date, this Franchise shall supersede the prior Franchise Ordinance No. 2289 previously granted to the Company by the City. Termination of the prior franchise shall not, however, relieve the parties from any obligations which accrued under said franchise prior to its termination, including, but not limited to, any outstanding indemnity, insurance, reimbursement or administrative fee payment obligations.

23.5. This Franchise may be amended only by a written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed by their duly authorized representatives.

23.6. Subject to the provisions of Subsection 23.5, this Franchise constitutes the entire agreement between the parties with respect to the subject matter of this Franchise, and supersedes all prior agreements and understandings, oral and written, between the parties, with respect to the same.

23.7. Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of this Franchise.

23.8. Failure of a party to exercise any rights or remedies under this Franchise shall not constitute a waiver of any such right or remedy or any other right or remedy and shall not prevent the party from pursuing such right or remedy or any other right or remedy at any future time.

23.9. In the event that the City or Company is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of that party,

then performance shall be excused during the Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence, the affected party shall promptly perform the affected party's obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is satisfactory to the other party.

23.10. The Section and subsection headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section or subsection to which they pertain.

23.11. By entering into this Franchise, the parties expressly do not intend to create any obligation or liability or promise any performance to any third party, nor have the parties created for any third party any right to enforce this Franchise.

23.12. This Franchise and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective permitted successors and assigns.

23.13. In addition to the indemnification and insurance provisions, the removal, relocation and restoration obligations of the Company and any other pertinent provisions of this Franchise, which by their nature necessarily need to survive the revocation,

termination or expiration of this Franchise, shall do so as long as the Company has Facilities in the Franchise Area.

23.14. In the event of a conflict between this Franchise and the Municipal Code, the provisions which most favor the City shall control.

Section 24. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 25. Effective date. This ordinance shall become effective on January 1, 2026, provided five days have passed since the date of publication of a summary in the City's official newspaper or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF REDMOND

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

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
REBECCA MUELLER, CITY ATTORNEY

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

**UNCONDITIONAL ACCEPTANCE BY OLYMPIC PIPE LINE COMPANY LLC:**

I, the undersigned officer of Olympic Pipe Line Company LLC, am authorized to bind Olympic Pipe Line Company LLC and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. \_\_\_\_\_), which are hereby accepted by Olympic Pipe Line Company LLC this \_\_\_\_ day of \_\_\_\_\_, 2026.

OLYMPIC PIPE LINE COMPANY LLC

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Received on behalf of the City this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Attachment B: Redmond - Olympic Pipe Line Franchise Comparison Matrix dated 3-06-2026

Proposed 2026 Ordinance No. XXXX vs. 2006 Ordinance No. 2289

The proposed 2026 ordinance modernizes the 2006 franchise by strengthening environmental, financial, and legal protections, standardizing insurance and fee structures, and ensuring clear renewal and compliance mechanisms.

| Section / Category  | Proposed 2026 Franchise Ordinance  | 2006 Franchise Ordinance No. 2289  |
|---|--|--|
| <b>General Provisions</b>                                 |  |  |
| § 2 Definitions   | Non-code ordinance. Expanded and clarified terms to align with pipeline and ROW management standards ( <i>Franchise Area, Pipeline Corridor, Hazardous Substance, etc.</i> ).                                      | Non-code ordinance. Contained fewer definitions and complex Federal citations.   |
| §3 Purpose and Scope                                      | Confirms City's police power; grants a nonexclusive franchise for continued operation; protect public health and safety.   | Authorized use of ROW for liquid petroleum transport; City consent required for new facilities but less explicit.                            |
| §§ 4 – 7 Rights Conveyed / Term / Assignment / Compliance | Ten-year term with mutual ten-year renewal or year-to-year extension; assignment requires City Council approval by ordinance / resolution; compliance with laws.   | Ten-year term; Ten-year renewal at City's discretion; now operating year-to-year since 2016. Assignment approval required from City Council. |
| <b>Operational &amp; Construction Standards</b>           |  |  |
| § 8 Construction & Permitting                             | Requires detailed permit applications, 72-hour notice, GIS maps, and bonding of 125% of construction costs; defines emergency work protocol.   | General permit requirement; no bond amount specified.  |
| § 9 Abandonment / Removal                                 | Notice to City within 30 days of abandonment; removal within 180 days unless secured in place with City approval.  | Notice within 60 days; removal within 180 days.  |
| § 10 Operations & Maintenance                             | Must comply with 49 CFR Part 195 and Chapter 480-75 WAC; City may request inspection briefings at Company's cost.  | General maintenance in compliance with laws and regulations.   |
| § 11 Undergrounding / Surface Conditions                  | Requires a written program to prevent damage from excavation of Company's Facilities and regular inspection of surface conditions on pipeline corridor.  | Not addressed as a standalone section.   |
| § 12 Leaks, Spills & Emergency Response                   | Adhere to Comprehensive Emergency Management Plan, 24-hour emergency contact, and Company responsibility for all response and remediation costs, except for the sole negligence or willful misconduct of the City. | Spill-emergency response at the County level.  |
| § 13 Relocation of Facilities                             | Relocation at Company's cost for City Improvement Projects; if relocated again within 5 years, City pays; detailed coordination steps provided.  | Required relocation for City projects.   |

| Section / Category                                 | Proposed 2026 Franchise Ordinance  | 2006 Franchise Ordinance No. 2289  |
|--|--|--|
| <b>Legal Protections &amp; Remedies</b>            |  |  |
| §§ 14 – 15 Violations /<br>Dispute Resolution      | Remedies are cumulative; notice and right to cure; dispute resolution process.   | Enforcement and disputes including escalation.   |
| §§ 16 – 17 Indemnification<br>/ Insurance          | Expansive indemnification language along with environmental indemnification and RCW Title 51 waiver; requires \$100M CGL, \$50M pollution liability, \$5M umbrella, and other coverages; City named additional insured.    | \$100M CGL plus auto/employer's liability (\$2M); no pollution coverage; no RCW 51 waiver. |
| § 18 Franchise Fees &<br>Costs                     | \$23,000 base annual fee + CPI annual increase (2027 onward).  | \$12,000 initial base fee + annual CPI increase (Seattle-Everett area).                    |
| § 19 "As-Is / Where-Is"<br>Condition               | Company accepts ROW "as is" "where is"; City provides no warranty; reaffirms City disclaimers.   | Similar language but less explicit.  |
| § 20 Receivership /<br>Foreclosure                 | Adds notice and City termination rights in bankruptcy or receivership events.  | Bankruptcy not explicitly addressed.   |
| §§ 21 – 23 Acceptance /<br>Notices / Miscellaneous | Acceptance required within 60 calendar days; formalizes notice addresses and representatives; adds governing law (WA), venue (King County Superior Court / U.S. District Court- Seattle), and mutual force majeure clause. | 30-day acceptance; no specified venue; force majeure applies only to the Company.          |
| §§ 24 – 25 Severability /<br>Effective Date        | Standard severability clause; effective January 1, 2026, five days after the date of publication.  | Standard clause; effective May 27, 2006.   |



Memorandum

Date: 5/5/2026  
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-290  
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 | Jeff Churchill | Long-Range Planning Manager |
| Planning and Community Development | Glenn Coil     | Senior Planner              |
| Planning and Community Development | Seraphie Allen | Deputy Director             |

TITLE:  
Land Use Map and Zoning Map Amendments - 6900 188th Ave NE

OVERVIEW STATEMENT:

*Time has been reserved for Council discussion on this topic.  
Topic content remains unchanged from the April 28, 2026, Study Session.*

The Planning Commission recommends denial of a proposed land use map and zoning map amendment for the property located at 6900 188<sup>th</sup> Ave NE. See Attachment A and Attachment B.

Parcel number 128630-0012 in Southeast Redmond, also known as Lot 7 in the Taylor-Magnussen Development Agreement, is 5.82 acres in size, with the western 1.0 acre having a land use designation of Citywide Mixed-Use and the remainder 4.82 acres designated on the Land Use Map as Business Park. The site also has similar zoning designations.

The two concurrent proposals are to:

1. Redesignate Business Park to Citywide Mixed-Use so the whole parcel has consistent land use designation in the Comprehensive Plan.
2. Rezone the 4.82-acre Business Park area of the parcel to Corridor Mixed-Use, ensuring the entire parcel has consistent zoning.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan, Land Use Map, Zoning Map  
Comp Plan policy PI-13
- **Required:**  
RZC 21.76.070.J establishes the requirement and process to amend the Comprehensive Plan  
RCW 36.70A.130 sets forth the requirement for cities to amend their comprehensive plans
- **Council Request:**  
N/A
- **Other Key Facts:**  
At the property owner’s request, the Council voted on Aug 4, 2025 (Ord. 3225), to include these proposed amendments as part of the 2025-26 Comprehensive Plan Annual Amendment Docket

**OUTCOMES:**

If approved, this amendment could lead to new multifamily development that includes affordable housing (per comments provided by the property owner). It may also provide jobs and amenities in an underserved area of the city. Approving the proposal may accelerate redevelopment of a long-vacant parcel in SE Redmond.

If denied, 4.82 acres of the parcel would remain for Business Park uses and the types of businesses/jobs allowed within the Business Park land use designation.

Since the adoption of SB 6026, conditions have changed. When this proposal was submitted, under the City’s current zoning, no housing could be built on the 4.82 acres of the site designated Business Park because housing is not allowed in that designation/zone. SB 6026 would require the City to allow residential development in the Business Park zone. If the City desires to maintain the BP zone for nonresidential uses, it would need to redesignate the zone as Industrial or pursue another pathway in SB 6026 that would authorize an exemption.

Irrespective of either action, the property is vested to a master plan in effect until 2033 known as Redmond Flex that includes a two-story building containing approximately 133,500 square feet of manufacturing/wholesale trade use, and approximately 1,500 square feet of commercial/retail use. The property owner may continue to pursue this project, or propose a new project as allowed under current or future zoning designations.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Outreach occurred in 2025 and into 2026 as part of the Annual Docket process.
- **Outreach Methods and Results:**
  - Planning Commission held study sessions and a public hearing.
  - Provided 21-day notice of public hearing.
  - Sent public notifications and letters to interested parties as part of the State Environmental Policy Act (SEPA) requirements.
  - Posted extraordinary notice sign per RZC 21.76.080.F.5.b
- **Feedback Summary:**
  - Community comments supported the change that would increase housing capacity in Redmond, but also noted site-specific environmental concerns, as well as the need for a mixed-use development that

would include retail to serve the neighborhood.

- The Planning Commission voiced concern about losing capacity for the types of business and jobs found in Business Park zones.

**BUDGET IMPACT:**

**Total Cost:**

\$5,350,743

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, development fees

**Budget/Funding Constraints:**

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

| Date      | Meeting  | Requested Action  |
|-----------|--|-------------------|
| 3/3/2026  | Committee of the Whole - Planning and Public Works | Provide Direction |
| 4/28/2026 | Study Session                                      | Provide Direction |

**Proposed Upcoming Contact(s)**

| Date     | Meeting          | Requested Action |
|----------|------------------|------------------|
| 6/2/2026 | Business Meeting | Approve          |

**Time Constraints:**

Council must take action on proposed docket amendments no later than August 31, 2026.

---

**Date:** 5/5/2026

**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 26-290

**Type:** Committee Memo

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**ANTICIPATED RESULT IF NOT APPROVED:**

The Redmond Comprehensive Plan Land Use Map and Redmond Zoning Map would not be amended.

**ATTACHMENTS:**

Attachment A: Planning Commission Report and Recommendation

Attachment B: Planning Commission Report Appendices

Attachment C: Council Issues Matrix



**PLANNING COMMISSION REPORT AND RECOMMENDATION TO CITY COUNCIL**

February 11, 2025

|                             |  |              |
|-----------------------------|--|--------------|
| <b>Project File Number:</b> | LAND-2025-00259   SEPA-2025-00258                          |              |
| <b>Proposal Name:</b>       | Land Use Map and Zoning Map Amendments - 6900 188th Ave NE |              |
| <b>Applicant:</b>           | City of Redmond  |              |
| <b>Staff Contacts:</b>      | Glenn Coil, Sr. Planner                                    | 425-556-2742 |

**FINDINGS OF FACT**

**Public Hearing and Notice**

- a. **Planning Commission Study Sessions and Public Hearing Dates**
  - i. The City of Redmond Planning Commission held study sessions on Nov. 19 and Dec. 17, 2025, and Jan. 14, 2026.
  - ii. The City of Redmond Planning Commission held a public hearing on the proposed amendments on Dec. 17, 2025. Comments received are provided as Appendix E Written Public Comments.
- b. **Notice and Public Involvement**

The public hearing notice was published in the Seattle Times on Nov. 26, 2025 in accordance with RZC 21.76.080 Review Procedures. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies. Additional public outreach included:

  - i. Posting of an extraordinary sign per RZC 21.76.080.F.5.b;
  - ii. Posting on the City Comprehensive Plan Docket webpage; and
  - iii. Notice of the public hearing and study sessions sent through the "Plans, Policies, and Regulations" e-newsletter.

**Redmond Comprehensive Plan Amendment Summary and Criteria Evaluation**

The property located at 6900 188<sup>th</sup> Ave NE, in SE Redmond, parcel number 128630-0012, also known as Lot 7 in the Taylor-Magnussen Development Agreement, and also known as Redmond Flex, is 5.82 acres in size, with the western 1.0 acre having a land use designation of Citywide Mixed Use and the remainder 4.82 acres designated on the Land Use Map as Business Park.

The proposal is to redesignate Business Park portion to Citywide Mixed-Use so the whole parcel has consistent land use.

This amendment is concurrent with a zoning map amendment for the same property.

Current and proposed Land Use Designations adopted in the Redmond 2050 Comprehensive Plan – [Land Use Chapter](#):

**Citywide Mixed-Use**

LU-36

Maintain and enhance a well-distributed system of mixed-use areas at a variety of scales outside of Redmond’s centers. Encourage land uses that support or provide services to adjacent land uses and that encourage accessible and active transportation and transit use.

LU-37

Ensure that mixed-use areas are located, designed, and developed to:

- o Locate businesses rather than parking areas along the street;
- o Provide housing;
- o Encourage compact development and use of accessible and active transportation;
- o Avoid impacts on adjacent residential uses, including impacts that could result in pressure to convert these adjacent uses to commercial uses.

**LU-38 - Citywide Mixed-Use Designation**

- Purpose.
  - o Provide for housing and businesses that offer goods and services for the greater Redmond community. Locate and develop these mixed-use areas outside of designated centers.
- Allowed Uses.
  - o Implement this designation throughout the mixed-use zones to allow a range of development intensity between neighborhood-scale intensities and center-scale intensities, to provide goods and services to the community.
  - o Permit housing, retail, service, cultural and recreational amenities, and other businesses that serve the needs of the community in these zones.

**Business Park**

**LU-39 - Business Park Designation**

- Purpose.
  - o Provide for business and manufacturing employment opportunities that involve limited outdoor storage and include compatible uses that serve employees of the immediate area.
- Allowed Uses.
  - o Permit uses such as research and development, software development, advanced technology industries, wholesale businesses, adult entertainment, certain manufacturing businesses, associated offices, schools, and similar uses.
  - o Permit support services and uses that reinforce the creation of complete neighborhoods.
  - o Examples of compatible uses include business services that directly support surrounding businesses and limited retail and service activities, such as restaurants, day cares, and fitness centers, that serve employees and residents in the immediate areas.

| <b>RZC 21.76.070.J COMPREHENSIVE PLAN AMENDMENT CRITERIA</b><br><i>(Full staff analysis attached as Attachment A)</i>  | <b>MEETS/<br/>DOES NOT<br/>MEET</b> |
|--|-------------------------------------|
| a. Consistency with the Growth Management Act (GMA), the State of Washington Department of Commerce Procedural Criteria, Vision 2050 or its successor, and the King County Countywide Planning Policies (CPPs);  | <b>MEETS</b>                        |
| b. Consistency with the Comprehensive Plan policies and the designation criteria;  | <b>MEETS</b>                        |
| c. Potential impacts to vulnerable community members;  | <b>MEETS</b>                        |
| d. Potential economic impacts;   | <b>MEETS</b>                        |
| e. Potential impacts to the ability of the City to provide equitable access to services;   | <b>MEETS</b>                        |
| f. Potential impacts to the natural environment, such as impacts to critical areas and other natural resources;  | <b>MEETS</b>                        |
| g. The capability of the land for development, including the prevalence of environmentally critical areas;   | <b>MEETS</b>                        |
| h. Whether the proposed land use designations or uses are compatible with nearby land use designations or uses;  | <b>MEETS</b>                        |
| i. If the amendment proposes a change in allowed uses in an area, the need for the land uses that would be allowed, and whether the change would result in the loss of the capacity to accommodate other needed land uses;   | <b>MEETS</b>                        |
| j. Consistency with the preferred growth and development pattern in the Land Use Element of the Comprehensive Plan;  | <b>MEETS</b>                        |
| k. The proposed amendment addresses significantly changed conditions. In making this determination, the following shall be considered:<br>i. Unanticipated consequences of an adopted policy, or<br>ii. Changed conditions on the subject property or its surrounding area, or<br>iii. Changes related to the pertinent plan map or text; and<br>iv. Where such a change of conditions creates conflicts in the Comprehensive Plan of a magnitude that would need to be addressed for the Comprehensive Plan to function as an integrated whole. | <b>MEETS</b>                        |

**Redmond Zoning Code Map Amendment Summary**

The property located at 6900 188<sup>th</sup> Ave NE, in SE Redmond, parcel number 128630-0012, also known as Lot 7 in the Taylor-Magnussen Development Agreement, and also known as Redmond Flex, is 5.82 acres in size, with the western 1.0 acre zoned Corridor Mixed Use and the remainder 4.82 acres zoned Business Park.

The proposal is to rezone the Business Park to Corridor Mixed-Use so that the entire parcel has consistent zoning.

Purpose Statements for Current and Proposed Zones:

**RZC 21.08.100.C. Mixed-Use Zones.**

There are two citywide mixed-use zones: Corridor Mixed-Use (CMU) and Urban Mixed-Use (UMU). The integration of residential, commercial, and recreational spaces fosters vibrant, walkable, and economically robust areas that cater to the diverse needs of our community.

1. Corridor Mixed-Use Purpose. This zone accommodates a broad mix of commercial uses and low- to medium-density mixed-use housing along transit corridors.

**RZC 21.14.030 Business Park.**

A. Purpose. The purpose of the Business Park (BP) zone is to provide business and manufacturing employment opportunities that complement commercial activities typically found in Downtown, involve limited outdoor storage, and include a high level of amenities. The Business Park zone provides areas to locate research and development, software development, advanced technology industries, wholesale businesses, manufacturing businesses with largely indoor operations, offices associated with these uses, and uses that require large floor plates, such as major medical facilities. Compatible uses that directly support surrounding business park uses, such as restaurants, fitness centers, and cannabis retail sales, are allowed. This zone is not intended for uses that primarily serve the general public.

| <b>RZC 21.76.70.AF – MAP AMENDMENT CRITERIA</b> |   | <b>MEETS/<br/>DOES NOT<br/>MEET</b> |
|---|---|-------------------------------------|
| 1   | The amendment complies with the Comprehensive Plan Land Use Map, policies, and provisions;  | <b>MEETS</b>                        |
| 2   | The amendment bears a substantial relation to the public health and safety;   | <b>MEETS</b>                        |
| 3   | The amendment is warranted because of changed circumstances, a mistake, or because of a need for additional property in the proposed zoning district;   | <b>MEETS</b>                        |
| 4   | The subject property is suitable for development in general conformance with zoning standards under the proposed zoning district;   | <b>MEETS</b>                        |
| 5   | The amendment will not be materially detrimental to uses or property in the immediate vicinity of the subject property;   | <b>MEETS</b>                        |
| 6   | Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;   | <b>MEETS</b>                        |
| 7   | The probable adverse environmental impacts of the types of development allowed by the proposed zone can be mitigated, taking into account all applicable regulations or the unmitigated impacts are acceptable; and | <b>MEETS</b>                        |
| 8   | The amendment complies with all other applicable criteria and standards in the RZC.   | <b>MEETS</b>                        |

### Staff Analysis

The staff analysis for this proposal can be found in **Attachment A** to the Technical Committee Report (**Appendix F**).

### Recommended Conclusions of the Technical Committee

On November 12, 2025 the Technical Committee reviewed amendments to the Land Use Map of the Comprehensive Plan and the Zoning Map identified as **Attachment B to the Technical Committee Report**, and found the amendments to be **consistent** with applicable review criteria and therefore recommended **approval with no additional conditions**.

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## RECOMMENDED CONCLUSIONS

The Planning Commission has reviewed:

- A. *Applicable criteria for approval: RZC 21.76.070 Criteria for Evaluation and Action, and*
- B. *The Technical Committee Report (**Appendix F**).*

### Summary of Planning Commission Discussion Issues

Planning Commissioners discussed the following topics that are detailed further in the **Issues Matrix - Appendix A**, as well as in meeting minutes from the public hearing (**Appendix D**).

- How much land is designated/zoned for Business Park and the allowed uses.
- Concerns over the loss of lands zoned for Business Park uses and related jobs versus land needed for housing.
- The origin of the split zoning and the designations of Neighborhood Commercial/ Corridor Mixed-Use on one acre of the parcel.
- Future plans for other properties in the area, including the Lake Washington School District property to the north.
- Impacts to other land use/zoning designations in the area including the Manufacturing Park (MP) zone.
- Redevelopment potential for existing Business Park lands, and comparisons to other neighboring cities.

### Recommendation

After consideration of the issues above, the Planning Commission concluded that the proposed amendments to the Land Use Map of the Comprehensive Plan and the Zoning Map should not be adopted and therefore recommended **Denial**.

Vote to DENY recommendation: 5-2.

Planning Commission Report - Findings and Conclusions  
2025-26 Annual Docket of Comprehensive Plan Amendments  
Land Use Map and Zoning Map Amendments - 6900 188<sup>th</sup> Ave NE

February 11, 2026

Planning Commission letters from Chair Weston and Commissioner Aparna that supported denial are included in **Appendix B**.



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Carol Helland  
Planning and Community Development Director

Signed by:  
  
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Susan Weston  
Planning Commission Chair

### Attachments

- A. Proposed Amendments to the Land Use Map and Zoning Map - 6900 188th Ave NE

### Appendices

- A. Planning Commission Issues Matrix - Final
- B. Letters from Individual Commissioners
- C. Public Hearing Notice
- D. Public Hearing Minutes - Dec. 17, 2025
- E. Written Public Comments
- F. Technical Committee Report with Attachments
  - A. Staff Compliance Review and Analysis
  - B. Proposed Amendments to the Land Use Map and Zoning Map - 6900 188th Ave NE
  - C. SEPA Threshold Determination

Attachment A

### Comp Plan LU Map & Zoning Map Amendments: 6900 188<sup>th</sup> Ave. NE





## Redmond Planning Commission Report: Appendices Land Use Map and Zoning Map Amendments – 6900 188th Ave NE

- A. Planning Commission Issues Matrix - Final
- B. Letters from Individual Commissioners
- C. Public Hearing Notice
- D. Public Hearing Minutes – Dec. 17, 2025
- E. Written Public Comments
- F. Technical Committee Report with Attachments
  - a. Staff Compliance Review and Analysis
  - b. Proposed Amendments to the Land Use Map and Zoning Map – 6900 188th Ave NE
  - c. SEPA Threshold Determination




| Item                                  | Discussion Notes  | Issue Status      |                    |                   |                          |                            |      |                             |     |      |                            |     |      |                      |     |      |                                 |      |       |                                       |      |      |  |
|---------------------------------------|---|-------------------|--------------------|-------------------|--------------------------|----------------------------|------|-----------------------------|-----|------|----------------------------|-----|------|----------------------|-----|------|---------------------------------|------|-------|---------------------------------------|------|------|--|
| 1. Business Park Zones<br><br>Copley  | <p><u><a href="#">Commission Discussion</a></u></p> <p>What percentage of total Business Park zoned land in Redmond does this proposal consist of?</p> <p><u><a href="#">Staff Comments</a></u></p> <p>There are two areas of Redmond where the Business Park zoning is located: in the Sammamish Valley near Willows Rd, and in SE Redmond, near Bear Creek, along 188th Ave NE, as well as Redmond Way. Business Park zones typically are adjacent to or serve as a buffer to manufacturing zones.</p> <p>Note that “Lot 7” refers to the parcel proposed for the land use /zoning map amendment.</p> <table border="1" data-bbox="514 732 1255 1029"> <thead> <tr> <th><i>location</i></th> <th><i>Total acres</i></th> <th><i>% of total</i></th> </tr> </thead> <tbody> <tr> <td><i>Redmond land area</i></td> <td>10,618<br/>(16.59 sq miles)</td> <td>100%</td> </tr> <tr> <td><i>Business Park zoning</i></td> <td>549</td> <td>5.2%</td> </tr> <tr> <td><i>Sammamish Valley BP</i></td> <td>378</td> <td>3.5%</td> </tr> <tr> <td><i>SE Redmond BP</i></td> <td>171</td> <td>1.6%</td> </tr> <tr> <td><i>Lot 7 - share of City BP</i></td> <td>4.82</td> <td>0.9 %</td> </tr> <tr> <td><i>Lot 7 - share of Bear Creek BP</i></td> <td>4.82</td> <td>2.8%</td> </tr> </tbody> </table> <p><u><a href="#">Commission Discussion 12.17.25</a></u></p> <p>Commissioners requested information on the Development Agreements for the area, and how they apply to the proposal.</p> <p><u><a href="#">Staff Comments 12.17.25</a></u></p> <p>The original development agreement for the area that created the property known as Lot 7 is known as the Union Hill Corporate Campus (UHCC) Development Agreement (and sometimes referred to as the Taylor/Magnusson DA) and was adopted in 2007. It can be read at - <a href="https://www.redmond.gov/DocumentCenter/View/13551/TaylorMagnussen-Development-Agreement-City-Res-1265-PDF">https://www.redmond.gov/DocumentCenter/View/13551/TaylorMagnussen-Development-Agreement-City-Res-1265-PDF</a>. Following the development agreement, the City approved a short plat that created seven lots, including the lot in question. The short plat was recorded in 2012.</p> | <i>location</i>   | <i>Total acres</i> | <i>% of total</i> | <i>Redmond land area</i> | 10,618<br>(16.59 sq miles) | 100% | <i>Business Park zoning</i> | 549 | 5.2% | <i>Sammamish Valley BP</i> | 378 | 3.5% | <i>SE Redmond BP</i> | 171 | 1.6% | <i>Lot 7 - share of City BP</i> | 4.82 | 0.9 % | <i>Lot 7 - share of Bear Creek BP</i> | 4.82 | 2.8% | <p>Opened<br/>11/17/2025</p> <p>Closed<br/>1/14/2026</p> |
| <i>location</i>                       | <i>Total acres</i>  | <i>% of total</i> |                    |                   |                          |                            |      |                             |     |      |                            |     |      |                      |     |      |                                 |      |       |                                       |      |      |  |
| <i>Redmond land area</i>              | 10,618<br>(16.59 sq miles)  | 100%              |                    |                   |                          |                            |      |                             |     |      |                            |     |      |                      |     |      |                                 |      |       |                                       |      |      |  |
| <i>Business Park zoning</i>           | 549   | 5.2%              |                    |                   |                          |                            |      |                             |     |      |                            |     |      |                      |     |      |                                 |      |       |                                       |      |      |  |
| <i>Sammamish Valley BP</i>            | 378   | 3.5%              |                    |                   |                          |                            |      |                             |     |      |                            |     |      |                      |     |      |                                 |      |       |                                       |      |      |  |
| <i>SE Redmond BP</i>                  | 171   | 1.6%              |                    |                   |                          |                            |      |                             |     |      |                            |     |      |                      |     |      |                                 |      |       |                                       |      |      |  |
| <i>Lot 7 - share of City BP</i>       | 4.82  | 0.9 %             |                    |                   |                          |                            |      |                             |     |      |                            |     |      |                      |     |      |                                 |      |       |                                       |      |      |  |
| <i>Lot 7 - share of Bear Creek BP</i> | 4.82  | 2.8%              |                    |                   |                          |                            |      |                             |     |      |                            |     |      |                      |     |      |                                 |      |       |                                       |      |      |  |

| Item | Discussion Notes   | Issue Status  |
|------|--|---|
|      | <p>Subsequently, the City executed three amendments to the DA in 2014, 2016 and 2019 as development and mitigation occurred. Later the property owner for Lot 7 proposed a new DA that applies only to Lot 7. The scope of the new Lot 7 DA is only to confirm and clarify those provisions from the Amended UHCC DA that remain applicable to Lot 7 and is supplemental to the Amended UHCC DA, which remains in full force and effect. This DA is known as Redmond Flex and was approved by Council in 2023. More information can be found at <a href="https://www.redmond.gov/1602/Redmond-Flex">https://www.redmond.gov/1602/Redmond-Flex</a>.</p> <p>More information on development agreements can be found at <a href="https://mrsc.org/explore-topics/planning/administration/development-agreements">https://mrsc.org/explore-topics/planning/administration/development-agreements</a>.</p>  |   |
| 2.   | <p><b>Jobs needs and current job situation</b></p> <p><b>Weston</b></p> <p><u><a href="#">Commission Discussion</a></u></p> <p>Commissioners asked about job goals and how the city is meeting said goals identified in Redmond 2050. Commissioners also asked about what kind of data, and at what level of detail, is available.</p> <p><u><a href="#">Staff Comments</a></u></p> <p>The Redmond 2050 Comprehensive Plan identifies that the City needs to accommodate about 30,000 additional jobs by 2050. About 78% of those jobs will be in designated centers, with the remainder located in areas of the Sammamish Valley and SE Redmond. The BP zone that the subject parcel is located in has 450 jobs allocated for future job growth. Assuming about 10 jobs/acre, (the BP zone section is about 46 acres), this site is allocated approximately 58 jobs. This would not change with a rezone as CMU allows for job-generating uses.</p> <p>The City does not have detailed data or statistics on economic data such as ownership, demographics, and job density - citywide or by zones. It is a goal of the City's economic development strategy to collect more detailed data.</p> <p>The Economic Strategic Plan does note:</p> <p><i>Small businesses represent a significant share of the City of Redmond's economy -93% of businesses in Redmond have less than 50 employees and employ just over 18% of all workers in the City of Redmond.</i></p> <p>More information can be found at - <a href="#">Redmond-Economic-Development-Strategic-Plan---ADOPTED-July-16-2024</a>.</p> <p>High level employment data can be found using the U.S Census OnTheMap tool: <a href="https://onthemap.ces.census.gov/">https://onthemap.ces.census.gov/</a>.</p> | <p>Opened<br/>11/17/2025</p> <p>Closed<br/>12/17/2025</p> |

| Item  | Discussion Notes  | Issue Status  |
|---|---|---|
| <p>3. Background on the existing split designation, origin of the CMU on 1 acre?</p> <p>Coleman</p>   | <p><u><a href="#">Commission Discussion</a></u></p> <p>Commissioner asked why the property has a Mixed-Use designation and the property is split zoned.</p> <p><u><a href="#">Staff Comments</a></u></p> <p>This is documented in the Technical Committee Report - Attachment A, criteria c. of the Zoning Map Amendment criteria. Staff was able to add some additional context and history.</p> <p>The 2007 Land Use Map for the City designated this parcel as <b>Multi-Family Urban</b> (MFU). The Redmond 2030 Comp plan, adopted in 2011, continued this designation. These maps included areas designated as “proposed” general areas for neighborhood commercial.</p> | <p>Opened<br/>11/17/2025</p> <p>Closed<br/>12/17/2025</p> |
| <div style="display: flex; justify-content: space-around;"> <div data-bbox="520 727 1092 1230"> <p>Figure 1 - 2011 Land Use Map</p> </div> <div data-bbox="1134 727 1785 1230"> <p>Figure 2 - 2014 Land Use Map</p> </div> </div>   |   |   |
| <p>In 2014, per <a href="#">Ordinance 2752</a>, the Southeast Redmond Neighborhood Plan was updated. This update also included a Land Use and Zoning map amendment. This changed the zoning for the site from <b>MFU</b> to <b>Design District</b>, which allowed flexibility for residential and formalized a one-acre area of land as <b>Neighborhood</b></p> |   |   |

| Item  | Discussion Notes  | Issue Status  |
|---|---|---|
|   | <p><b>Commercial.</b> The purpose was to create neighborhood amenities adjacent to the future SE Redmond Park and nearby residential development, as well as future businesses to the north</p> <p>The specific zoning divided the parcel into two zones, Neighborhood Commercial, which allowed residential uses, and NE Design District 2, which did not allow residential development and was intended to promote commercial/industrial development adjacent to other residential areas to promote local employment.</p> <p>Redmond 2050 continues this intention, even after land use and zoning consolidation that removed Design Districts and rezoned this property to Corridor Mixed Use and Business Park.</p> <p><u><a href="#">Commission Discussion 12.17.25</a></u></p> <p>Commissioner Van Niman asked about split-zoning and how this particular property became split zoned.</p> <p><u><a href="#">Staff Comments 12.17.25</a></u></p> <p>Staff provides additional history and context as a new issue in <a href="#">Issue 10</a> below.</p>   |   |
| <p>4.</p> <p>LWSD property and future uses</p> <p>Van Niman<br/>Weston<br/>Gagner</p> | <p><u><a href="#">Commission Discussion</a></u></p> <p>Clarification on what is the LWSD property? Note more clearly on maps and in discussion materials, as this future issue (potential school uses) weighs on the decision.</p> <p>Any plans to develop in next 5 years? Short term plans?</p> <p>Will change from BP to CMU affect development of a school?</p> <p><u><a href="#">Staff Comments</a></u></p> <p>The 24-acre parcel adjacent to the north of the parcel proposed to be rezoned is owned by the Lake Washington School District. Its most current capital facilities plan - <a href="#">Lake Washington School District Capital Facilities Plan 2025 - 30</a> identifies the property as Site #44 and is classified as reserved. LWSD in a follow up email noted that the property is being held for a potential fifth comprehensive high school in the future, but the district has no immediate plans, timeline, or funding for any projects on this site.</p> <p>The change in land use and zoning designation for this proposal has no impact on the future development of a school on the adjacent property.</p> | <p>Opened<br/>11/17/2025</p> <p>Closed<br/>12/17/2025</p> |

| Item | Discussion Notes   | Issue Status  |
|------|--|---|
| 5.   | <p><b>Facility demands</b></p> <p><b>Woodyear</b></p> <p><u>Commission Discussion</u></p> <p>How do we determine if we have capacity to accommodate changes?</p> <p><u>Staff Comments</u></p> <p>All land use amendments, including comprehensive plan policy and land use map amendments, require a land use application and a State Environmental Policy Act (SEPA) application. Staff from utilities, transportation, environmental, and planning review the applications to identify issues, including capacity to serve said proposal. As a Type VI process as defined in RZC 21.76, staff provides an analysis, and the Technical Committee makes a recommendation to Planning Commission. Planning Commission reviews this Technical Committee Report to inform its deliberations.</p>  | <p>Opened<br/>11/17/2025</p> <p>Closed<br/>12/17/2025</p> |
| 6.   | <p><b>Outreach to community, local neighborhood</b></p> <p><b>Coleman</b></p> <p><u>Commission Discussion</u></p> <p>Has outreach to the community and local neighbors been conducted?</p> <p><u>Staff Comments</u></p> <p>Community outreach efforts adhere to the process proscribed for Comprehensive Plan and Zoning Map amendments as noted in RZC 21.76.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• Planning Commission holding study sessions and a public hearing.</li> <li>• Providing a 21-day notice for the public hearing.</li> <li>• Public notifications and letters to interested parties as part of the State Environmental Policy Act (SEPA) requirements.</li> <li>• Posting of an extraordinary sign per <a href="https://redmond.municipal.codes/RZC/21.76.080.F.5.b">https://redmond.municipal.codes/RZC/21.76.080.F.5.b</a>.</li> </ul> | <p>Opened<br/>11/17/2025</p> <p>Closed<br/>12/17/2025</p> |


| Item | Discussion Notes   | Issue Status  |
|------|--|---|
|      |  <p>Additional efforts include:</p> <ul style="list-style-type: none"> <li>• Maintaining a webpage for this proposal at <a href="#">2025-26 Comprehensive Plan Docket   Redmond, WA.</a></li> <li>• Posting materials on the Planning Commission webpage.</li> <li>• Articles in the City's "Plans, Policies, and Regulations" newsletter.</li> </ul>  |   |
| 7.   | <p><b>Zoning code question</b></p> <p><b>Weston</b></p> <p><u><a href="#">Commission Discussion</a></u></p> <p>Impact on change to BP have on SE Redmond noise overlay? Move north, impact to properties to the north.<br/>             Concerned on MF zones?</p> <p>Transition overlays - what uses can be next to each other? What impacts on, impacts by overlays?<br/>             Worried about multifamily - is it isolated? Are we limiting multifamily future?</p> <p>How does this affect the manufacturing and industrial center designation?</p> <p><u><a href="#">Staff Comments</a></u></p> <p>The subject property is located near two Zoning Overlays, as noted in <a href="#">RZC 21.05.100</a>.</p> <p>The SE Redmond noise overlay is intended to protect new residential development from potential significant noise impacts from nonresidential uses, specifically operations at Genie Industries to the west and Heidelberg (Cadman) recycling and quarry-related operations to the north. It is intended to shift as the area redevelops and land uses change, such as for future residential and school development. The noise overlay was recently modified to accommodate the Woodside Townhomes development.</p> | <p>Opened<br/>11/17/2025</p> <p>Closed<br/>12/17/2025</p> |

| Item  | Discussion Notes   | Issue Status  |
|---|--|---|
|   | <p>The City is working on a Manufacturing-Industrial Center (MIC) designation for the Manufacturing Park and Industrial zones to the north and west of the subject parcel. More information can be found at <a href="https://www.redmond.gov/2347/Southeast-Redmond-Manufacturing-and-Indu">https://www.redmond.gov/2347/Southeast-Redmond-Manufacturing-and-Indu</a>. The subject property is outside the proposed designated MIC and would not have any impacts to the uses in the MIC.</p>  |   |
| <p>8.</p> <p>How many housing units allowed if rezoned?</p> <p>Copley</p> | <p><u><a href="#">Commission Discussion</a></u></p> <p>What is the possible maximum amount of housing units that could be allowed if rezoned?</p> <p><u><a href="#">Staff Comments</a></u></p> <p>An <u>approximation</u> of the maximum housing unit count that could be achieved can be determined by looking at the size of the parcel and the Floor Area Ratio (FAR) allowed in the zone. Using these variables with a commonly accepted average size of a housing unit can provide an estimate for land use planning purposes.</p> <p>Currently, the 5.84 acre parcel could potentially yield <b>109 housing units at 800 sq ft each</b>. (One acre of the parcel is zoned Corridor Mixed-Use).</p> <p>If the whole parcel is rezoned to Corridor Mixed Use, it could potentially yield <b>637 housing units at 800 sq ft each</b>.</p> <p>This is based on the assumptions:</p> <p>Parcel size: 5.84 acres (254,687 sq ft)<br/>                     Base Max FAR (w/o incentives) - 2.0<br/>                     Average housing unit size - 800 sq ft</p> | <p>Opened<br/>11/17/2025</p> <p>Closed<br/>1/14/2026</p>  |
| <p>9.</p> <p>Zoning and land uses and projections</p> <p>Aparna</p>       | <p><u><a href="#">Commission Discussion</a></u></p> <p>Comm Aparna submitted the following questions to provide additional context:</p> <ol style="list-style-type: none"> <li>1. Corridor Mixed Use: As currently defined, does it involve office space? Are there prescribed ratios to qualify as mixed use?</li> </ol>  | <p>Opened<br/>11/17/2025</p> <p>Closed<br/>12/17/2025</p> |

| Item | Discussion Notes  | Issue Status |
|------|---|--------------|
|      | <p>2. Given the importance of corridor mixed use and the complete neighborhood, what would be a good mix of small retail, small commercial/offices, and housing? Would this vary if a site has been converted from a BP park to a corridor mixed use?</p> <p>3. If the project is recommended, would it nullify in any way BP zoning/land use in other parts of the city?</p> <p>4. What was the projection for the jobs/ type of industry for this parcel?</p> <p><b><u>Staff Comments</u></b></p> <p>For reference, staff would like to note:</p> <p>The specific non-residential uses allowed in the CMU and BP zones can be found in <a href="https://redmond.municipal.codes/RZC/21.04.0200">https://redmond.municipal.codes/RZC/21.04.0200</a>.</p> <p>The residential uses allowed in the two types of zones can be found in <a href="https://redmond.municipal.codes/RZC/21.04.0100">https://redmond.municipal.codes/RZC/21.04.0100</a>.</p> <p>1. The CMU allows uses that generally utilize office spaces. These fall under the broad uses categories that include "General Sales or Service" and "Education, Public, Health, and Other Institutions".</p> <p>Detailed zoning code requirements for CMU can be found in <a href="https://redmond.municipal.codes/RZC/21.08.100">https://redmond.municipal.codes/RZC/21.08.100</a>. The code does not proscribe the ratio of commercial to residential uses in a building, but does provide minimum ground floor ceiling heights for mixed use structures to encourage commercial first floor uses.</p> <p>2. The Corridor Mixed-Use designation allows for flexibility of uses to help achieve both City goals of creating jobs and developing complete neighborhoods. How those goals are met will be different for different areas of the City. The zoning code does not proscribe an ideal mix, but identifies preferred and allowed uses that could be part of the mix.</p> <p>3. This proposal is land use and zoning map amendment and is not a project proposal. This proposal has no impact on other areas that are similarly zoned CMU and/or BP. Any changes to those would require a separate amendment proposal that would need to be added to a future docket process or periodic review. Any changes to the Comp Plan land use policies or zoning code for these uses/zones would follow a similar process.</p> <p>4. Generally staff does not and can not project jobs and land uses on a specific parcel during the Comprehensive Plan update, but may use input from the Council, the community, others stakeholders, as well as well as owners and users in a given area to provide job growth allocations. The Land Use chapter of the Comp Plan as well as the Zoning Code provide the vision and specific uses allowed. These uses are</p> |              |

| Item | Discussion Notes  | Issue Status   |
|------|---|--|
|      | <p>grouped into broad categories, allowing for much flexibility by property owners to develop to their benefit while also ensuring the community's goals are fulfilled.</p> <p>The preferred growth alternative for the Redmond 2050 comprehensive plan allocated <b>450 jobs</b> to the BP zone in this area that includes the subject property as well as the adjacent properties owned by the Lake Washington School District, Heidelberg (successor to the Cadman Quarry), and a family trust. This allocation was made with consideration to other job allocations throughout the city, as well as the known intentions of underlying property owners and the allowed uses permitted in the zoning code. It should be reiterated that job allocations are not deterministic but representative a hypothetical value of what could potentially occur and what the city's zoning can accommodate. This allocation would not change as job-producing uses will still be allowed.</p>  |  |
| 10.  | <p><b>Split zoning</b></p> <p><b>Van Niman</b></p> <p><u>Commission Discussion</u></p> <p>Comm Van Niman asked about split zoning - why was it done? What is the purpose for doing so? Is it a common practice?</p> <p><u>Staff Comments</u></p> <p>Split zoning is not uncommon, especially for larger or undeveloped areas. Although zoning boundaries generally follow parcel boundaries, there is no legal requirement to do so, and they sometimes follow other features such as roads, hills, rivers and other water features. A property may also end up split zoned as land subdivision occurs. Redmond has some occurrences of split-zoned parcels, some for the reasons above, as well as some that were created to protect critical areas. The Redmond 2050 zoning consolidation removed split zones where it was feasible.</p> <p>Lot 7 was most likely split due to the policy direction to have a Neighborhood Commercial designation near SE Redmond Park, and the assumption that parcels in the area would most likely subdivide or be adjusted in the future.</p> <p>Staff reviewed PC minutes from the time of the SE Neighborhood Plan update and found one discussion about the NC designation (7-09-2014 Minutes):</p> <p><i>Issue B1 was about sites for neighborhood commercial zoning in Woodbridge and the CAC's intent to include this type of zoning in this area. Ms. Dietz said she started at the center point of the Neighborhood Commercial zone and the measured out along the routes where people might want to walk to or from as</i></p> | <p>Opened<br/>12/14/2025</p> <p>Closed<br/>1/14/2026</p> |

| Item  | Discussion Notes   | Issue Status   |
|---|--|--|
|   | <p><i>they relate to the Neighborhood Commercial areas. The Commission was comfortable with the staff response to this issue, and Issue B1 was closed.</i></p> <p>Meeting minutes from the public hearing on Feb. 19, 2014 for the SE Redmond Plan speak to the intent to shift housing from the Woodbridge area to Marymoor in anticipation of light rail, and shifting manufacturing lands in Marymoor to the new Design District.</p> <p>Additional information and context can found in the Planning Commission Report and Recommendation on the SE Redmond Neighborhood Plan (Aug 6, 2014): <a href="#">SE-Redmond-Neighborhood-Plan-Update-PDF</a>.</p>  |  |
| <p>11.</p> <p><b>Comparisons to other cities – land use and zoning designations</b></p> <p>Gagner</p> | <p><u><a href="#">Commission Discussion</a></u></p> <p>Redmond has around 5% of its land designated to business park. How does this compare to the percentages in our similarly situated neighbors? I'm thinking of Bellevue, Kirkland, and Issaquah - but maybe those aren't as similarly situated as I assume? I'd like to understand if we are in the same ballpark as neighbor cities grappling with similar issues, or are we way below/over?</p> <p><u><a href="#">Staff Comments</a></u></p> <p>Communities can have different types of land use designations and zoning designations with different allowed uses and design standards that are unique to a given community dues to its topography, history, land development, infrastructure, and community goals that make comparisons difficult. Cities are also allocated different housing and employment targets that makes comparisons unproductive.</p> <p>A review of the land use maps for Issaquah, Bellevue, Kirkland, and Woodinville indicated that only Redmond has a land use designation called "<b>Business Park.</b>" Areas of those cities that are known to have uses like Redmond's Business Park designation have land use designations such as <b>Mixed-Use</b> (common to all cities), <b>Low-Rise Mixed Use</b>, <b>Office</b>, <b>Commercial</b>, <b>Light Industrial</b>, and <b>Industrial</b>.</p> <p>Until the Redmond 2050 update, the Business Park designation in Redmond was a mixed-use designation, as it allowed "Mixed Use Residential Structures". The 7-story Redmond Pure building, located at 17634 NE Union Rd, has 105 dwelling units and 5,050 square feet of retail space and is in a BP zone.</p> <p>Mixed-Use residential was removed from BP as part of an effort to retain BP land for employment uses, but had the consequence of removing some areas of the city that could accommodate residential. Additional capacity was added in centers and neighborhoods that, on whole, added residential capacity in Redmond.</p> | <p>Opened<br/>12/14/2025</p> <p>Closed<br/>1/14/2026</p> |

| Item  | Discussion Notes   | Issue Status   |
|---|--|--|
|   |  <p>Pure Redmond Apartments (Photo - Google Maps)</p>  |  |
| <p>12.</p> <p>Gagner</p> <p>Potential redevelopment of BP lands</p> | <p><u><a href="#">Commission Discussion</a></u></p> <p>Comm. Gagner asked how much of the BP land is undeveloped or could be redeveloped?</p> <p><u><a href="#">Staff Comments</a></u></p> <p>Staff reviewed the 2020 Buildable Lands analysis conducted for Redmond 2050 update, as well as current property records and aerial maps and found the following:</p> <ul style="list-style-type: none"> <li>• The largest acreage of developable lands in the BP zone occurred in the Willows Rd area. Since the 2020 report those areas have:                             <ul style="list-style-type: none"> <li>○ Redeveloped as the Gehry-designed Building X owned by Meta (680,000 sq ft)</li> <li>○ Maintained the same use by the owner (Aerojet Campus)</li> </ul> </li> <li>• In SE Redmond:                             <ul style="list-style-type: none"> <li>○ A property on Union Hill Rd identified as developable has maintained the same use as a daycare/preschool</li> <li>○ Lot 7 was identified as “vacant”</li> </ul> </li> </ul> | <p>Opened<br/>12/14/2025</p> <p>Closed<br/>1/14/2026</p> |
| <p>13.</p> <p>Property ownership/sales history</p> <p>Woodyear</p>  | <p><u><a href="#">Commission Discussion</a></u></p> <p>Commissioner Woodyear asked about sales history/ownership of the parcel.</p> <p><u><a href="#">Staff Comments</a></u></p> <ul style="list-style-type: none"> <li>• Early 1900’s - Weyerhaeuser* Timber Co., then Campbell Lumber Co.</li> <li>• 1930’s - area purchased by Horace Cadman for future Cadman Quarry</li> </ul>  | <p>Opened<br/>12/14/2025</p> <p>Closed<br/>1/14/2026</p> |

| Item | Discussion Notes   | Issue Status   |
|------|--|--|
|      | <ul style="list-style-type: none"> <li>• Larger parcel created in 2007, joint ownership by Taylor Union Hill LLC and Cadman-Magnusson LCC</li> <li>• Property short platted in 2012, creating Lot 7, same ownership</li> <li>• Sold in 2022 to Redmond WA 188 LLC</li> </ul> <p>* Earlier spelling of name as recorded in Anderson Map Co's King Co. Atlas, 1907</p>   |  |
| 14.  | <p><b>SEPA in-fill exemptions</b></p> <p><b>Aparna</b></p> <p><u><a href="#">Commission Discussion</a></u></p> <p>Comm. Aparna asked if this proposal was covered under the Redmond 2050 SEPA Infill Exemption.</p> <p><u><a href="#">Staff Comments</a></u></p> <p>This proposal falls under the Citywide Infill Exemption, which covers the full extent of the city apart from the Downtown and Marymoor Infill Exemptions, and the Overlake Planned Action.</p> <p>Additional information on the Redmond 2050 SEPA Infill Exemptions can be found at - <a href="https://www.redmond.gov/DocumentCenter/View/29620/Appendix_62-Infill-Exemption-2023_0920">https://www.redmond.gov/DocumentCenter/View/29620/Appendix_62-Infill-Exemption-2023_0920</a> and in the Redmond Zoning Code at <a href="https://redmond.municipal.codes/RZC/21.70.095">https://redmond.municipal.codes/RZC/21.70.095</a>.</p>   | <p>Opened<br/>12/14/2025</p> <p>Closed<br/>1/14/2026</p> |
| 15.  | <p><b>Commissioner opinions on proposal</b></p> <p><b>Weston Aparna</b></p> <p><u><a href="#">Commission Discussion</a></u></p> <p>Commissioner Aparna submitted the following comment by email:</p> <p>Unless some new information comes to light, I am going to vote to reject the Redmond Flex proposal. Here are my reasons:</p> <p><b>Diversity in land-use is important for a vibrant, vital city.</b><br/>                     Redmond 2050 does a great job of balancing various land-uses and zoning and allocating land with a long-range vision of growing the city into a vibrant place with all types of buildings and uses. Changing this project land use reduces the land allocated to business/manufacturing uses. We cannot get that land back. Diversity is key to vibrancy and, reducing diversity in land use, reduces the energy and vitality of a city and neighborhoods over the long term. It also builds resilience.</p> <p><b>Housing alone cannot be a compelling enough argument given Redmond 2050's complete and competing priorities.</b><br/>                     In my view, for a docket item to be approved, the applicant has to make a compelling case for us to change the current land-use for the city. I believe saying we need more housing is not a strong enough argument as it</p> | <p>Opened<br/>12/14/2025</p> <p>Closed<br/>1/14/2026</p> |

| Item | Discussion Notes   | Issue Status |
|------|--|--------------|
|      | <p>comes at the expense of potential jobs which are also part of the vision for the city. As I see it more housing is not a "must-have" when other uses and jobs will be eliminated.</p> <p>We have released a lot of land and accommodated housing to be infilled and built in accordance with projections. We should watch out that much of the city does not become a 'bedroom' community with large apartment communities and not much else.</p> <p>Additionally, I feel that the proposal could increase housing rentals but not housing ownership. Additionally, the staff's response to rental yield based on 800sft does not feel right as it would yield 1BR or two small bedrooms. This is not family unit yield.</p> <p><b>We should be circumspect about changing Redmond 2050 vision given that it is still new.</b><br/>                     Give Redmond 2050 implementation some time to see if the vision is maintained. We need to give Redmond 2050's bold vision a chance (2-3 years) to take effect before we tinker with land use amendments. After all, we are still working on the Transportation Master Plan that supports Redmond 2050. We should not have knee-jerk reactions, adopting short-term visions. Long-range planning requires some patience and the need to stay on the course for at least some time to gauge efficacy.</p> <p><b>The city has a holistic agenda for development.</b><br/>                     Resilience is built into the city's vision by adopting a balance of priorities.<br/>                     Approving this item, sends a message that housing is the only priority for the city which runs counter to the complete Redmond 2050 vision.</p> <p>Chair Weston submitted the following comment by email, presented as a slide:</p> |              |

Item Discussion Notes Issue Status

Numbers from the Land Use Element in the 2050 Comp Plan

<https://www.redmond.gov/DocumentCenter/View/35164/01---Land-Use-Element-PDF-p.3>

**Current Conditions**  
 The Comprehensive Plan enumerates land use designations, each of which are implemented in the Redmond Zoning Code through a set of zones. The most intense land uses are directed to Overlake, Downtown, and Marymoor Village centers. The land use context of what currently exists helps us better understand land use policies. The table below summarizes land area devoted to each land use designation in 2024.

**Table 2-1 City of Redmond Land Area by Land Use Designation**

*Land Use Element - Adoption*

**REDMOND 2050**

| Land Use Designations   | Acres | Percent of All Land Area |
|-------------------------|-------|--------------------------|
| Neighborhood            | 5,376 | 52.4%                    |
| Marymoor Mixed-Use      | 88    | 0.9%                     |
| Downtown Mixed-Use      | 474   | 4.6%                     |
| Overlake Mixed-Use      | 847   | 8.3%                     |
| Citywide Mixed-Use      | 126   | 1.2%                     |
| Manufacturing Park      | 691   | 6.7%                     |
| Business Park           | 477   | 4.6%                     |
| Urban Recreation        | 478   | 4.7%                     |
| Parks and Open Space    | 1,515 | 14.8%                    |
| Semirural               | 79    | 0.8%                     |
| Conservation Open Space | 115   | 1.1%                     |

Housing: 67.4%

Jobs: 11.3%

Parks, Recreation, Open space: 21.4%

My opinions:

- The purpose of land use and zoning is that they're **long term**, and **protective**.  
 Protective = environmental, quality of life, and ensure less lucrative, but still important, uses are preserved within the city.
- Helps keeps the needs in balance, so the city runs well.
- We did a lot to expand housing in Redmond 2050 – converting land to mixed use and increasing housing density everywhere, especially in Centers.
- We did not expand manufacturing park or business park. BP is now less than 1/20<sup>th</sup> of Redmond's land.
- The proportion of homes to business park spaces is only going to go up, as housing develops but business park stays the same.
- I think it's premature to forfeit some of the small remaining space dedicated to this land use.**

Staff Comments

Staff would like to clarify that Mixed-Use land use designations allow for and encourage job-generating uses. Approximately 78% of the 30,000 jobs the City needs to accommodate are allocated to the three Centers - Overlake, Downtown and Marymoor, all of which are Mixed-Use.

**Dear Redmond City Council,**

In the recent docket before the Planning Commission, I voted to reject the Redmond Flex proposal.

*(Please note that most of this text appears in the Issue Matrix (# 15).*

These are my reasons for rejecting the docket proposal:

- **Diversity in land-use is important for a vibrant, vital city.**

Redmond 2050 does a great job of balancing various land-uses and zoning and allocating land with a long-range vision of growing the city into a vibrant place with all types of buildings and uses. Changing this project land use reduces the land allocated to business/manufacturing uses. We cannot get that land back. Diversity is key to vibrancy and, reducing diversity in land use, reduces the energy and vitality of a city and neighborhoods over the long term. Diversity also builds resilience.

- **Housing alone cannot be a compelling enough argument given Redmond 2050's complete and competing priorities.**

In my view, for a docket item to be approved, the applicant has to make a compelling case for us to change the current land-use for the city. I believe saying we need more housing is not a strong enough argument as it comes at the expense of potential jobs which are also part of the vision for the city. As I see it more housing is not a "must-have" when other uses and jobs will be eliminated.

We have released a lot of land and accommodated housing to be infilled and built in accordance with projections. We should watch out that much of the city does not become a 'bedroom' community with large apartment communities and not much else. I felt that the proposal could increase housing rentals but not housing ownership. Additionally, the staff's response to rental yield based on 800sft does not feel right as it would yield 1BR or two small bedrooms. This is not family unit yield.

- **We should be circumspect about changing Redmond 2050 vision given that it is still new.**

Give Redmond 2050 implementation some time to see if the vision is maintained. We need to give Redmond 2050's bold vision a chance (2-3 years) to take effect before we tinker with land use amendments. After all, we are still working on the Transportation Master Plan that supports Redmond 2050. We should not have knee-jerk reactions, adopting short-term visions. Long-range planning requires some patience and the need to stay on the course for at least some time to gauge efficacy.

- **(new) Attracting new types of jobs.**

While we do need retail and service jobs, a business/manufacturing park will add new types of jobs to the community that add to the city's long-term economic vitality.

- **(new) We should consider contaminated site cleanup and associated costs and their potential impact on development.**

I am an avid advocate for the cleanup of the contaminated site. However, as I understand from the Department of Ecology letter, the cleanup for housing on the same land would require more steps than a business park. I am concerned that the extra costs of cleaning up for housing could impact quality of the built project, amp up costs of units, or delay development. Alternatively, if the difference in costs and levels between cleaning up for the two types of zoning is not significant, then the concern is moot.

- **The city has a holistic agenda for development.**

Resilience is built into the city's vision by adopting a balance of priorities.

Approving this item, sends a message that housing is the only priority for the city which runs counter to the complete Redmond 2050 vision.

Thank you for your attention and consideration.

Sincerely,

**Aparna Varadharajan**

(Planning Commissioner)

To the Redmond City Council,

As Chair of the Planning Commission, I want to take a moment to thank the Planning Commissioners for their thoughtful evaluation of this proposed amendment. In some ways, our work is easier when we're dealing with complex systems over long time periods because it's less personal and easier to take the long view, and think city-wide what will most benefit Redmond.

But I saw commissioners use that same approach on this land use and zoning amendment, as they evaluated it from so many angles over the course of 2025:

- Bedroom community vs. balance
- Jobs, including number and type
- Housing, including affordable vs. luxury
- Historical land use goals, vs. the modern vision of the city that emerged after the light rail and the centers
- Long term benefits vs. short term gains
- Environmental outcomes, including the CARA
- Complete neighborhoods
- Protecting the city's successful Redmond 2050 planning process, and giving our goals a chance to come to fruition.

I also think commissioners were clear-eyed about the risks. We want to ensure there is fairness and transparency in city processes. Most commissioners want to avoid an impression that zoning is flexible – land is already expensive enough, and we don't want to trigger future land investment for profit/turnover premised on rezoning, rather than a sincere effort towards construction.

I was impressed by the seriousness and consideration of this commission's hard working volunteers. I agree with their conclusion that this land use and zoning change is not in the best interest of Redmond.

Thank you,  
Susan Weston  
Chair, Redmond Planning Commission  
Jan 16, 2026

**NOTICE OF PUBLIC HEARING  
CITY OF REDMOND**

**Redmond Comprehensive Plan  
Amendments: Land Use Map  
and Zoning Map  
(LAND-2025-00259, SEPA-2025-00258)**

The City of Redmond Planning Commission will hold a Public Hearing at Redmond City Hall Council Chambers, 15670 NE 85th Street, Redmond, Washington on December 17, 2025 at 7 p.m. or as soon thereafter, on:

**SUBJECT:** Land Use Map and Zoning Map amendments for a property at 6900 188th NE. The proposal is to redesignate a portion of a 5.82 acre split-designated parcel from Business Park to Citywide Mixed-Use, so the whole property has the same land use designation. Concurrently, the proposal would rezone a portion of the property from Business Park to Corridor Mixed-Use, ensuring the entire property has the same zoning designation.

**REQUESTED ACTION:** Planning Commission recommendation on the proposed amendments to the Redmond Comprehensive Plan Land Use Map and Zoning Map.

**PUBLIC PARTICIPATION:** Join in-person at City Hall, watch live at [redmond.gov/RCTV](https://www.redmond.gov/RCTV), Comcast channel 21, Ziply channel 34, on [facebook.com/CityofRedmond](https://www.facebook.com/CityofRedmond), or listen live by phone by calling 510-335-7371.

Public comment can be provided in-person or by phone during the meeting by providing a name and phone number to [PlanningCommission@redmond.gov](mailto:PlanningCommission@redmond.gov) no later than 5 p.m. on the day of the hearing.

Written public comments should be submitted prior to the hearing by email to [PlanningCommission@redmond.gov](mailto:PlanningCommission@redmond.gov) no later than 5 p.m. on the hearing date. Comments may also be sent by mail to: Planning Commission, MS: 4SPL, P.O. Box 97010, Redmond, Washington, 98073-9710.

A copy of the proposal is available at <https://www.redmond.gov/2285/2025-26-Comprehensive-Plan-Docket>. If you have any comments, questions, or would like to be a Party-of-Record on this proposal, please contact Glenn Coil, Senior Planner, 425-556-2742, [gcoil@redmond.gov](mailto:gcoil@redmond.gov).

If you are hearing or visually impaired, please notify Planning Department staff at 425- 556-2441 one week in advance of the hearing to arrange for assistance.

**LEGAL NOTICE:** November 26, 2025



## REDMOND PLANNING COMMISSION

Susan Weston, Chair | Jeannine Woodyear, Vice-Chair  
Adam Coleman | Bryan Copley | Denice Gagner  
Tara Van Niman | Aparna Varadharajan

### MEETING MINUTES

#### REDMOND PLANNING COMMISSION MEETING

Wednesday, December 17, 2025 – 7:00 p.m.

1. Call to Order & Roll Call – 7:00 p.m.

Commissioners Present: Chair Susan Weston, Vice-Chair Jeannine Woodyear, Commissioners Adam Coleman, Denice Gagner (virtual), Tara Van Niman, and Aparna Varadharajan

Commissioners Absent: Commissioner Brian Copley (Excused)

Staff Present: Odra Cardenas, Jeff Chuchill, Glenn Coil, Michael Hintze, Francesca Liburdy, and Chris Wyatt

Recording Secretary: Carolyn Garza, LLC

2. Approval of the Agenda

➤ *Motion to approve the Agenda by Commissioner Van Niman, seconded by Commissioner Coleman. The Motion passed.*

3. Approval of Meeting Minutes & Summaries

➤ *Motion by Commissioner Aparna to approve the December 3, 2025 Meeting Minutes. Motion seconded by Commissioner Van Niman. The Motion passed unanimously.*

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#### 4. Items from the Audience (General)

- **David Morton**, Redmond 98053, spoke regarding twelve identified contaminated sites within the Critical Aquifer Recharge Areas (CARA) and water quality for current and future generations. Intervention could include more restrictive land use regulations within CARAs, enhanced monitoring requirements, stricter clean up standards, mandatory groundwater testing protocols, and proactive identification of risks prior to becoming identified sites. The Planning Commission should add the topic to a future agenda and Morton was available for further information or participation in future conversations.

#### 5. Land Use and Zoning Map Amendments - 6900 - 188<sup>th</sup> Avenue Northeast - Public Hearing & Study Session

Senior Planner Coil presented the topic.

##### *Public Hearing*

- **Rachel Mazur**, Attorney with Hillis Clark Martin & Peterson and Land Use Counsel for the Applicant, stated having submitted a comment letter and that rezoning the parcel in question is a common-sense solution to allow residential use. The applicant is coordinating with Ecology regarding clean up strategies for the property as required by law for a future residential development. An updated letter from Ecology dated December 10, 2025 confirms enrollment in the expedited version of the voluntary clean-up program.
- **David Morton**, Redmond 98053, asked that the contamination issue be considered before making a recommendation. The letter from Ecology on December 10, 2025 stated that a revised clean up plan is required for residential development. The cost of capping versus full soil removal makes Business Park development more practical. A rezone will mandate the most expensive cleanup scenario. Developers maximize residential density to recoup expenses, making the mixed-use aspect unlikely. Market conditions are temporary and once developed the land will not return to an employment use. The contamination issue indicates that the site should remain designated as Business Park. Morton recommended denial of the proposal.

Chair Weston closed the verbal portion of the Public Hearing, leaving the written portion open.

##### *Study Session*

Senior Planner Coil presented the Issues Matrix.

Regarding Issue one, the amount of Business Park zoned in Redmond by Commissioner Copley, there were further Commissioner questions answered.

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Regarding Issue two, job goals and Redmond 2050 by Chair Weston, the Issue was closed.

Regarding Issue three, split designation by Commissioner Coleman, there were further Commissioner questions answered and the Issue was closed.

Regarding Issue four, the Lake Washington School District (LWSD) property by Chair Weston, Commissioners Van Niman and Gagner, the Issue was closed.

Regarding Issue five, facilities demand, the issue was neither left open nor closed.

Regarding Issue six, zoning code and public outreach by Commissioner Coleman, the Issue was closed.

Regarding Issue seven, zoning code and overlay by Chair Weston, the Issue was closed.

Regarding Issue eight, housing units allowed by Commissioner Copley, the Issue was left open for a response from Commissioner Copley.

Regarding Issue nine, mixed-use details and other emailed questions by Commissioner Aparna, the Issue was closed.

Vice-Chair Woodyear asked if the owner of the parcel was the same prior to the zoning change in 2014 and Senior Planner Coil replied that the answer would be researched.

Commissioner Van Niman asked that a history of the split designation be documented, and for clarification from Morton regarding Public Comment. Chair Weston asked that questions for Morton be followed up on after the meeting. Commissioner Van Niman stated wanting the questions in the Matrix. Planning Manager Churchill stated that the history can be added to the Matrix but that allocations of the previous Comprehensive Plan are no longer operative, good historical information but not impactful to current allocations.

Commissioner Coleman asked about remediation requirements. Senior Planner Coil replied that remediation is a site-specific issue related to a property owner and Ecology, but not a part of land use or zoning designations and referred to comments in the Staff Memo. Chair Weston stated that the Planning Commission purview is to either recommend the land use and zoning or agree on an amendment, and the conversation asked for by Commissioner Coleman is for a later date if the topic returns. Planning Manager Churchill replied that Public Works was consulted upon receiving the letter from Ecology, and what was learned is in the Staff Memo; the cleanup requirements are known to both Ecology and the applicant.

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Commissioner Aparna asked if an Environmental Impact Study (EIS) covering all housing built is in Redmond 2050. Planning Manager Churchill replied that infill exemptions were established for any housing in Redmond. Commissioner Aparna asked if the EIS would cover this zoning change, and Planning Manager Churchill replied that exact coverage in the infill exemption would be researched but stated belief that the EIS does cover the change; what would not be changed are clean up requirements from Ecology. Commissioner Aparna asked for the question to be added to the Matrix.

Chair Weston stated, regarding one of two emails received, that 11.3% remains in Redmond for designation of either Manufacturing Park or Business Park, and the need should be covered in the city for the long term. Commissioner Gagner asked if the city tracks what percentage of land is being fully utilized. Senior Planner Coil replied that the city does not specifically track details. Planning Manager Churchill replied that a land analysis is done on a periodic basis for updates, but there are no numbers or a table to reference and staff can examine. Commissioner Van Niman asked for clarification regarding a percentage and Senior Planner Coil explained.

Commissioner Aparna stated having sent an email to the Commissioners to express that because of the change in vision for the city and Redmond 2050, the issue should wait for the new vision to begin to play out; that a consequence is that once changed, the designation is unlikely to change back, and that the avenues for housing created in Redmond 2050 should be allowed to occur.

Commissioner Van Niman asked that the history of the split parcels be included in the Matrix. Chair Weston asked for clarification regarding how a history will help the Commission come to a decision. Commissioner Van Niman replied that one parcel of land should have only one zone. Commissioner Aparna stated that the argument being presented is that housing needs to be included.

Commissioner Gagner stated that a follow-up question would be emailed to staff.

Chair Weston stated that the Issue would be revisited next month, and that questions can be emailed to staff in the meantime. Planning Manager Churchill asked that questions for the Issues Matrix be emailed by the end of the year.

Chair Weston closed the written portion of the Public Hearing.

*(Five-Minute Break)*

## **6. Transportation Master Plan (TMP) Update – Study Session**

Transportation Planning Manager Hintze gave the presentation.

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Regarding Issue one, Commissioner Aparna stated that the Issue could be closed.

Regarding Issue nine, speed reduction, Chair Weston stated that the issue could be closed.

Commissioner Coleman noted that Issue eight had been closed but was not marked closed in the packet and staff agreed that the Issue was closed by email.

Regarding Issue ten, safety and E-Bikes, Commissioner Coleman stated that a similar issue in Marin, California was worth researching and that the Issue could be closed. Transportation Planning Manager Hintze replied that the Issue would be closed with the understanding that language changes will be made.

Regarding Issue 12, neighborhood connections, Commissioner Gagner stated that the Issue could be closed.

Regarding Issue 14, bike level traffic stress, Chair Weston stated that the Issue could be closed, and having heard positive comments from members of the biking community about the change.

Regarding Issue 15, a Street Plan table on page 50, Chair Weston stated that the Issue could be closed.

Regarding Issue 16, first and last mile micro-mobility, Commissioner Coleman stated that the presentation of information needs more work. Commissioner Aparna replied with an example, difficulty navigating the Go Redmond site, and suggested that all Mobility Hub options be listed in one place, a web page on Redmond.gov. Chair Weston suggested using a different term than *Mobility Hub*. Vice-Chair Woodyear stated that there is an opportunity for Redmond to become more digital for cell phones used while navigating transit rather than laptops used at home. Chair Weston suggested that there needs to be beginner content that is neighborhood specific. Transportation Manager Hintze replied that the feedback is great and will be shared with the Go Redmond team, but not pertinent to closing the TMP Issue and asked if the Issues could be closed. Commissioner Coleman stated that the TMP should be as clear as the Go Redmond site becomes. Chair Weston stated that an option is to make an amendment to the recommendation at this meeting and asked for a Motion.

- *Motion by Commissioner Coleman for an amendment to include further verbiage for clarity.*

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Transportation Planning Manager Hintze stated that different specific neighborhood scenarios in the TMP will not be where people look for the information, and that the most appropriate location for more neighborhood-based and more easily accessed real-time information is Go Redmond and not the TMP. Senior Transportation Planner Liburdy stated that the TMP is meant to be a longer-range document and bus routes can change before the TMP is updated again.

➤ *Motion seconded by Vice-Chair Woodyear.*

Chair Weston stated understanding that additional education is needed.

Vice-Chair Woodyear stated that wayfinding components could be included in the TMP to guide people, from an infrastructure standpoint.

Commissioner Aparna stated that a way to communicate navigation possibilities needs to be enshrined in the TMP. Transportation Planning Manager Hintze replied that there are numerous strategies and actions focused on educating different populations including schools and older adults. Commissioner Aparna stated that information is included but separate. Transportation Planning Manager Hintze replied that the TMP is the Action Plan for what City Staff will work on over the next several years to achieve the goals, and educating the public is a real-time effort done through Go Redmond and engagement with the public. Chair Weston stated hearing that the number of separate pieces in the TMP is the issues, and the community is expressing that while some people know how to use Light Rail, most people are in neighborhoods not near Light Rail; what is being asked for is that the TMP states that education is needed for people not in Centers. Chair Weston asked if Commissioners would like to add a bullet point to the recommendation. Commissioners Aparna and Coleman stated agreement.

*Chair Weston asked for a vote on an added bullet point to the recommendation and the addition received five yays and one abstention (Commissioner Van Niman).*

Commissioner Coleman stated that Issue 16 could be closed.

Regarding Issue 19, Commissioner Van Niman stated that the Issue could be closed.

Regarding Issue 21, Commissioner Aparna stated that the Issue could be closed.

Regarding Issue 22, safety and roundabouts, Chair Weston stated that the Issue could be closed.

Redmond Planning Commission Meeting Minutes  
December 17, 2025

Regarding Issue 23, Commissioner Aparna stated that the word *consider* should be replaced with *commit to*, and that the Issue could be closed. Chair Weston clarified that both the Capital Facilities Plan and Fire Plan have the language.

Regarding Issue 24, in the absence of Commissioner Copley, Chair Weston closed the Issue. Transportation Planning Manager Hintze replied that the word *group* was changed to *program*.

Commissioner Coleman stated that Issue 13 had been closed via email, but thanked staff for the response.

- *Motion by Commissioner Van Niman to approve the Planning Commission Recommendation on the 2025 Transportation Master Plan as published in the staff packet, with edits and Issues Matrix items 10 and 23 and the amendment in Issue 16. Motion seconded by Commissioner Coleman. The Motion passed unanimously.*

Chair Weston stated that Final Report approval will be voted on at the next meeting when the changes have been incorporated.

## 7. Staff & Commissioner Updates

Senior Planner Cardenas stated that the normal schedule of meetings on second and fourth Wednesdays will resume next month. The next meeting is January 14, 2026.

Senior Planner Coil will be the Commission Liaison for the next quarter, January to March 2026, and Senior Planner Cardenas will return as Liaison in summer 2026.

Chair Weston thanked Senior Planner Cardenas for work as Liaison during the last quarter.

Commissioner Aparna stated there is a program called Adopt-A-Drain to involve residents in keeping street drains clear of needles and leaf debris. The commitment includes tools and tips.

## 9. Adjourn

- *Motion to adjourn at 9:02 p.m. by Commissioner Coleman. There was no Second. The Motion passed.*

Redmond Planning Commission Meeting Minutes  
December 17, 2025

Minutes approved on:

1/29/2026

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Planning Commission Chair

Signed by:

*Susan Weston*

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December 16, 2025

***Via Email ([PlanningCommission@Redmond.gov](mailto:PlanningCommission@Redmond.gov))***

Redmond Planning Commission  
Redmond City Hall  
15670 NE 85th Street  
Redmond, WA 98052

*Re: Columbia Pacific Advisors Rezone and Comprehensive Plan Amendment  
Proposal for 6900 188th Avenue NE*

Dear Planning Commissioners:

Our firm represents Columbia Pacific Advisors (“Columbia Pacific”), the beneficial owner of the property located at 6900 188th Avenue NE in Redmond (King County Parcel No. 128630-0012) (the “Property”). We were enthused to hear the Planning Staff’s presentation on Columbia Pacific’s proposal to legalize residential uses on the Property through a concurrent Comprehensive Plan Map Amendment and Zoning Code Amendment (together, the “Proposal”) at the Commission’s study session on November 19. This comment letter builds on our previous written public comments and responds to several questions raised during the study session.

**A. Proposal Overview.**

Columbia Pacific is proposing a rezone and redesignation of the Property on the Zoning Map and Comprehensive Plan Map to Corridor Mixed Use (“CMU”) and Citywide Mixed Use, respectively. The Proposal will remove the split zoning and Comprehensive Plan designation on the Property and will allow for appropriately dense, urban housing to be constructed on the Property. See Redmond Zoning Code (“RZC”) 21.04.0100. At 5.8 acres, the Property offers a rare opportunity to deliver a transformative housing project. Its location adjacent to Southeast Redmond Park and property owned by the Lake Washington School District makes the Property ideally suited for residential development that promotes community connectivity and livability as envisioned in the Comprehensive Plan.

**B. The provision of dense, urban housing units (including affordable housing) should be allowed on the entire Property as it is well-suited to accommodate this growth.**

During the study session on November 19, concern about the loss of non-residential land was expressed by members of the Commission. This is a valid apprehension in Redmond, but the unique split-zone condition and the limited scope of Columbia Pacific’s request to

unify the zoning and Comprehensive Plan designation across the entire parcel will yield the dense, urban housing so desperately needed by current and future Redmond residents.

Columbia Pacific appreciates the hard work of the Planning Commission and Planning Staff as they endeavored to strike the right balance of uses as part of the Redmond 2050 process and corresponding Code update for the future of the City. Columbia Pacific's Proposal is a minor adjustment which will catalyze residential development, allowing a meaningful amount of dwelling units to be brought online, including affordable housing units. In this limited scenario, prioritizing residential uses over industrial is warranted given the scope of the request, the need for housing, and neighborhood adjacencies which support residential uses.

**C. Columbia Pacific continues to coordinate with the Department of Ecology on cleanup strategies for the Property.**

From a procedural standpoint, the Proposal before the Planning Commission to rezone and redesignate the Property is separate from the legally required environmental remediation of the Property per the Model Toxics Control Act ("MTCA"). This is why Columbia Pacific's written and in-person public comment has focused on how the Proposal satisfies the narrow rezone and designation criteria set forth in the Redmond Zoning Code as this will ultimately inform the Planning Commission's recommendation to the City Council. Further, the Technical Committee has concluded that the Proposal complies with all criteria for a rezone and Comprehensive Plan amendment, and identified no environmental concerns in its Report and Recommendation to the Planning Commission on the Proposal.

We appreciate the Department of Ecology ("Ecology") providing feedback on the Proposal. However, Ecology's initial "SEPA Comment" outlined in its December 2 letter is misguided as the Proposal to rezone and redesignate the Property does not trigger a "full cleanup." **Rather, should the Proposal be adopted, corresponding cleanup strategies would be thoughtfully coordinated with the entire expert team as part of a future residential development as required by law, not the rezone and redesignation before the Planning Commission.** As stated in Ecology's December 10 clarification letter, the Property's enrollment in Ecology's Expedited Voluntary Cleanup Program ("VCP") is still active, and "Ecology would need to review and approve a revised cleanup action plan to confirm that the proposed changes meet the substantive requirements of MTCA." **Columbia Pacific fully understands the environmental condition of the Property and is committed to meeting the cleanup standards required by law for redevelopment.**

Columbia Pacific would like to underscore that it does not view the Proposal in a vacuum separate from the environmental concerns on the Property. The channel to address environmental remediation (through MTCA) is parallel to but ultimately separate from

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Columbia Pacific's Proposal to rezone and redesignate the Property. Through this separate channel, Columbia Pacific is addressing remediation head-on by seeking out the Expedited VCP, a process which has higher expectations, fees, and cost recovery rates than the Standard VCP, and ultimately yields a more efficient cleanup timeline. Columbia Pacific remains committed to the cleanup process and diligently following direction from Ecology with the utmost respect for the agency.

**D. Conclusion.**

Thank you for the opportunity to provide continued public comment on Columbia Pacific's Proposal to remove the split zoning and Comprehensive Plan designation and thus allow residential uses on the Property. We look forward to tomorrow's study session and would be happy to answer any other questions you may have on the Proposal.

Very truly yours,



Rachel Mazur

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ND: 22739.008 4908-9475-2386v3

January 9, 2026

***Via Email ([PlanningCommission@Redmond.gov](mailto:PlanningCommission@Redmond.gov))***

Redmond Planning Commission  
Redmond City Hall  
15670 NE 85th Street  
Redmond, WA 98052

*Re: Columbia Pacific Advisors Rezone and Comprehensive Plan Amendment  
Proposal for 6900 188th Avenue NE*

Dear Planning Commissioners:

Our firm represents Columbia Pacific Advisors (“Columbia Pacific”), the beneficial owner of the property located at 6900 188th Avenue NE in Redmond (King County Parcel No. 128630-0012) (the “Property”). We appreciate the Commission’s careful study of Columbia Pacific’s proposed Comprehensive Plan Map Amendment and Zoning Code Amendment (together, the “Proposal”). This comment letter summarizes the reasons the Proposal satisfies the criteria set forth at Redmond Zoning Code (“RZC” or “Code”) 21.76.070.J.9 and responds to several of the discussion points which came up at the Planning Commission meeting on December 17.

**I. THE PROPOSAL MEETS ALL CRITERIA FOR CITY COUNCIL RECOMMENDATION AND APPROVAL.**

Per RZC 21.76.070.J.9, the Proposal must “be reviewed with consideration” by the Planning Commission with respect to the criteria listed below. **The City’s analysis and technical memorandum dated November 12, 2025 confirms that all criteria has been satisfied, but we now offer additional clarification through this comment letter.**

**a. Consistency with the Growth Management Act (GMA), the State of Washington Department of Commerce Procedural Criteria, Vision 2050 or its successor, and the King County Countywide Planning Policies (CPPs);**

*Growth Management Act*

The Proposal is directly aligned with the requirements and goals of the Growth Management Act (“GMA”). Specifically, the GMA’s planning goals encourage “development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner” and promotion of “a variety of residential densities and housing types[.]” RCW 36.70A.020. The Property is located within an urban area and is an appropriate location for development.

State of Washington Department of Commerce Procedural Criteria (WAC 365-196)

A “major feature[]” of the GMA’s framework includes the “determination that planning and plan implementation actions should address difficult issues that have resisted resolution in the past, such as ... [p]roviding adequate and affordable housing for all economic segments of the population.” Washington Administrative Code (“WAC”) 365-196-010. Columbia Pacific appreciates the hard work of the Planning Commission, elected officials, and staff in their efforts to create the Redmond 2050 Comprehensive Plan. The Comprehensive Plan is a thoughtful, balanced document which presents an ambitious future for Redmond. The Proposal is a minor adjustment to the Comprehensive Plan’s Future Land Use Map and Zoning Map to resolve the split land use and zoning designations and to allow residential uses across the entire Property, instead of just a portion of the Property. The proposed designation is a mixed-use zone, which allows both commercial and residential uses. If there was market demand for commercial uses, then the proposed consolidated designation will continue to allow commercial use. The Department of Commerce’s Procedural Criteria presents no obstacles which would prevent the Planning Commission from recommending the Proposal.

Vision 2050

The Proposal aligns with the following goals from Vision 2050. Many of these goals are related to housing because that is the region’s most pressing issue, as supported by the Vision 2050 goals. But the Proposal is primarily about addressing a split-zoned condition and allowing an underutilized site the opportunity to redevelop:

- MPP-RGS-4: Accommodate the region’s growth first and foremost in the urban growth area.
- MPP-RGS-6: Encourage efficient use of urban land by optimizing the development potential of existing urban lands and increasing density in the urban growth area in locations consistent with the Regional Growth Strategy.
- MPP-DP-1: Develop high-quality, compact urban communities throughout the region’s urban growth area that impart a sense of place, preserve local character, provide for mixed uses and choices in housing types, and encourage walking, bicycling, and transit use.
- MPP-DP-4: Support the transformation of key underutilized lands, such as surplus public lands or environmentally contaminated lands, to higher-density, mixed-use areas to complement the development of centers and the enhancement of existing neighborhoods.

- MPP-H-2: Provide a range of housing types and choices to meet the housing needs of all income levels and demographic groups within the region.

King County Countywide Planning Policies (CPPs)

The Proposal aligns with the following CPPs:

- DP-2: Prioritize housing and employment growth in cities and centers within the Urban Growth Area, where residents and workers have higher access to opportunity and high-capacity transit. Promote a pattern of compact development within the Urban Growth Area that includes housing at a range of urban densities, commercial and industrial development, and other urban facilities, including medical, governmental, institutional, and educational uses and schools, and parks and open space.
- H-15: Increase housing choices for everyone ... [e]nsure there are zoning ordinances and development regulations in place that allow and encourage housing production at levels that improve jobs-housing balance throughout the county across all income levels.
- H-16: Expand the supply and range of housing types, including affordable units, at densities sufficient to maximize the benefits of transit investments throughout the county.

**b. Consistency with the Comprehensive Plan policies and the designation criteria;**

The following Comprehensive Plan policies support the Proposal:

- FW-LU-2: Ensure that the land use pattern in Redmond meetings the following objectives ... [e]ncourages a mix of uses that create complete neighborhoods ... [p]romotes sufficient density for development pattern and urban design that enable people to readily use a variety of accessible and active forms of travel[.]
- FW-HO-2: Zone sufficient buildable land to accommodate Redmond's projected housing need and meet allocated housing growth targets.
- FW-HO-3: Increase housing choices in more areas of the city.
- FW-HO-5: Evaluate and refine tools and processes to improve housing related outcomes.

- LU-5: Provide an appropriate level of flexibility through development regulations to promote efficient use of buildable land. Balance this flexibility with other community goals and the need for equity.
- LU-26: Promote walkable, welcoming, attractive, and safe complete neighborhoods with a variety of housing types to serve our culturally and economically diverse community.
- FW-CD-2: Use development regulations and review processes to achieve desired design outcomes for our city, neighborhoods, and public spaces while providing flexibility where appropriate.

**c. Potential impacts to vulnerable community members;**

Building more housing directly benefits vulnerable community members by increasing the supply of affordable, stable places to live in Redmond. Recommending the Proposal to the City Council is a crucial step towards increasing Redmond's housing supply. When housing options expand, all Redmond residents have a better chance of finding homes that meet their needs and budgets. Greater supply also helps reduce rent pressures overall. In addition, the Proposal will allow the construction of new housing with improved accessibility features, energy-efficient units with lower utility costs, and proximity to community resources. This is the type of housing and larger community envisioned in the Comprehensive Plan. Building more homes, made possible through this Proposal, will strengthen stability, support health and safety, and foster greater opportunity for those most at risk of being priced out of Redmond.

**d. Potential economic impacts;**

The Proposal will have several positive potential economic impacts. As you know, approving the Proposal will ultimately allow dense residential housing to be built on the Property. Addressing the split-zoned condition makes the Property more likely to redevelop. The resulting development on the Property will stimulate Redmond's economy by generating jobs, increasing demand for construction materials, and supporting a wide network of related local industries (architects, engineers, contractors, etc.). This activity will create a powerful multiplier effect that will circulate new spending throughout Redmond. Further, new housing will increase local tax revenue through the income generated during construction and the long-term property taxes associated with newly built homes on the Property. Increasing the housing supply also helps moderate upward pressure on housing costs, which will allow households to retain more disposable income for spending in local businesses which is another net positive economic impact.

**e. Potential impacts to the ability of the City to provide equitable access to services;**

City Staff confirmed in their technical memorandum for the Proposal that no impacts have been identified related to the ability of the City to provide equitable access to services.

**f. Potential impacts to the natural environment, such as impacts to critical areas and other natural resources;**

The Proposal to rezone and redesignate the Property will not yield any impacts to the natural environment. The Property is not burdened by critical areas according to County records.

**g. The capability of the land for development, including the prevalence of environmentally critical areas;**

The Property is currently unimproved and is well suited for development given the neighborhood adjacencies, including Southeast Redmond Park and a parcel owned by the Lake Washington School District slated for school development. According to King County records, there are no environmentally critical areas burdening the Property.

**h. Whether the proposed land use designations or uses are compatible with nearby land use designations or uses;**

The Proposal seeks to redesignate the eastern half of the Property to address the split-zoned condition so that it is fully designated Citywide Mixed-Use. The Property already being partially designated Citywide Mixed-Use is strong evidence of the compatibility with nearby designations, which include Parks & Open Space immediately to the south, and Neighborhood to the east. Further, redesignating the Property so that it is fully Citywide Mixed-Use will remove the split designation and create an appropriate transition between the Business Park-designated land to the north and Southeast Redmond Park. More specifically, along 188th Avenue NE to the north, the development of a school property will also meaningfully contribute to the transformation of this neighborhood and create additional transition between uses. This redesignation will thus create a larger mixed-use area outside of Redmond's centers that supports adjacent land uses as envisioned in Comprehensive Plan Policy LU-36. See Comprehensive Plan at p. 28.

**i. If the amendment proposes a change in allowed uses in an area, the need for the land uses that would be allowed and whether the change would result in the loss of the capacity to accommodate other needed land uses;**

During last month's Study Session, some Commissioners expressed concern about a loss of Business Park land as it represents a small percentage of all land in Redmond.

Columbia Pacific understands these concerns but would like to reiterate that the Proposal will increase the percentage of Citywide Mixed-Use-designed land, which is only 0.9 percent of all land area in Redmond (whereas Business Park is 4.6 percent of all land area). Further, the Citywide Mixed-Use designation (and Corridor Mixed-Use zoning) is inherently vibrant and diverse through its encouragement of a range of development intensities and uses. These designations still allow commercial uses. The Proposal should not be viewed in zero-sum terms; instead, the Proposal will allow greater flexibility for this underutilized Property and increase the likelihood of redevelopment in accordance with the integrated purpose of Citywide Mixed-Use.

**j. Consistency with the preferred growth and development pattern in the Land Use Element of the Comprehensive Plan;**

The City has confirmed that the Proposal is consistent with its preferred growth pattern. This underscores that that vision of Redmond 2050 is not changing.

**k. The proposed amendment addresses significantly changed conditions.**

Columbia Pacific has previously shared that in the years since the pandemic, the demand for manufacturing and commercial spaces has not recovered to pre-2020 levels. Additionally, the demand for residential (and particularly affordable housing units) remains strong amidst the ongoing housing crisis. As City Staff correctly concluded in their technical memorandum, the Proposal is intended to address these changed conditions, address a split-zoned condition, and increase the likelihood of redevelopment.

Because the Proposal satisfies the above Code criteria, Columbia Pacific respectfully requests that the Planning Commission recommends approval for the Proposal to the City Council.

**II. THE PLANNING COMMISSION, CITY COUNCIL, AND CITY STAFF HAVE CONFIRMED THAT A CONCURRENT COMPREHENSIVE PLAN AMENDMENT AND REZONE IS THE PROPER PROCESS TO ACHIEVE THE PROPOSAL'S GOAL TO ALLOW RESIDENTIAL USES ON THE PROPERTY.**

As a brief reminder, Columbia Pacific has been advocating for residential uses to be maintained on the Property since September 2024, when the Applicant learned of the removal of these uses from the BP zone as part of the Code rewrite. The Proposal is not a knee-jerk reaction. Columbia Pacific has endeavored to maintain residential uses on the Property since that time – first through a limited Code change, and then through the current Proposal at Staff's suggestion. The Comprehensive Plan is a thoughtful and nuanced document which was designed with flexibility to achieve its goals while accommodating site-specific amendments. The vision of Redmond 2050 will not be

Redmond Planning Commission  
January 9, 2026  
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diminished by the Proposal to remove a split zoning and land use designation and enable market and affordable housing units to be constructed on the Property.

### III. CONCLUSION.

Thank you for taking the time to consider these comments. Please let us know if we can answer any questions. We remain appreciative of the Planning Commission's thorough analysis of our Proposal. We urge you to recommend the Proposal to the City Council so that the Property can be developed with market rate and affordable housing units.

Very truly yours,



Rachel Mazur

RMM:smd

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ND: 22739.008 4927-4430-1701v3

I'd like to talk about the proposed [land use and zoning amendments for 6900 188th Avenue Northeast, aka Redmond Flex](#).

The city's urgent need for housing is understandable, but the long-term economic implications of converting nearly five acres of Business Park land to residential use is concerning. This is more than a zone change—it's a strategic choice about Redmond's future economic base.

Staff recognize that [this undermines job creation and business land supply policies](#). That's significant. [Business Park zones support the research, development, and advanced manufacturing sectors](#) that have made Redmond economically resilient. Once you convert employment land to residential, you rarely get it back.

This property sits in a [Critical Aquifer Recharge Area](#). While [staff notes residential use poses lower environmental risk than manufacturing](#), that's an argument for better environmental standards in Business Park zones, not elimination of employment land.

The rationale is troubling. The property owner cites [difficulty attracting viable tenants for manufacturing space](#). But is a temporary market softness sufficient reason to permanently eliminate employment capacity? Economic cycles change. The tech sector is cyclical. Making irreversible land use decisions based on current market conditions seems shortsighted.

The fiscal impact deserves closer examination. The report mentions [potential loss of business and occupation tax revenue](#), noting it [might be "offset" by commercial components in mixed-use development](#). That's speculative. What's needed is concrete analysis of the tax revenue differential between a functioning business park and residential development, including long-term implications for the city's ability to fund services.

The Commission might consider whether this proposal is strategic or simply reactive. Does Redmond have adequate Business Park capacity elsewhere to meet twenty-year employment projections? Is this conversion a last resort, or is it a premature response to market headwinds?

The [split-zone challenge](#) is real, but there may be creative solutions short of complete conversion. Could you adjust the Business Park standards to allow more flexibility while preserving employment capacity? Could you require substantial commercial components in any mixed-use development to maintain job generation?

Housing is critical, but so is economic diversity and fiscal sustainability. Please ensure this decision advances Redmond's complete long-term interests, not just immediate development pressures.

I'd like to address the [\*\*cumulative effects analysis for just the 6900 188th Avenue NE land use amendment\*\*](#) as it relates to Redmond's strategic planning priorities.

The [\*\*Analysis of Cumulative Effects document\*\*](#) acknowledges that converting nearly five acres of Business Park land "[\*\*may reduce employment as well as related business taxes\*\*](#)." This understated language masks a significant policy tension. Redmond 2050 explicitly prioritizes both housing growth and economic vitality. This proposal advances one at the expense of the other.

The cumulative effects analysis suggests job losses might be "[\*\*mitigated by the creation of jobs and businesses in the Mixed-Use zone\*\*](#)." This optimistic assumption deserves scrutiny. Business Park zones support research, development, and advanced manufacturing, which offer middle-to-upper wage employment with substantial tax revenue generation. Mixed-use zones typically generate retail and service jobs at lower wage scales with correspondingly lower fiscal benefits.

It's stated that this amendment "[\*\*may not advance\*\*](#)" several Economic Vitality policies, including [\*\*EV-2 on job growth targets\*\*](#), [\*\*EV-3 on economic development\*\*](#), and [\*\*EV-26 on diversified businesses\*\*](#). These aren't peripheral policies; they're foundational to Redmond's economic sustainability.

The cumulative effects matrix rates the overall docket as having "[\*\*positive impact on economic vitality\*\*](#)," yet the only docket item affecting employment land has acknowledged negative economic consequences. This apparent contradiction warrants explanation.

Consider the timing. The [\*\*Technical Committee Report\*\*](#) notes the property owner cited "[\*\*less demand for manufacturing and commercial uses\*\*](#)" and "[\*\*challenges attracting a viable tenant\*\*](#)." Is Redmond making permanent land use decisions based on cyclical market conditions? The tech sector experiences regular fluctuations. Will Redmond regret eliminating employment capacity when market dynamics shift?

What's the quantified difference in tax revenue between a functioning business park and residential development? How does this affect Redmond's long-term service delivery capacity? The Commission needs concrete numbers, not speculation about potential offsets.

Could Business Park standards be modified to preserve job-generating uses while making development more viable?

Please ensure that your recommendation to Council reflects careful consideration of whether this conversion serves Redmond's complete long-term interests or simply responds to immediate development pressures.

I'd like to comment on the proposed [Land Use and Zoning Map amendments for 6900 188th Ave NE](#).

I urge you to carefully consider the [contamination issue](#) before making your recommendation. The Washington Department of [Ecology's December 10th letter](#) reveals a critical fact: [residential development requires a revised cleanup plan](#), likely necessitating [full removal of PAH-contaminated soils](#) rather than the [capping method](#) approved for business development. This changes the economics of this site.

Under current Business Park zoning, Ecology has already issued a "[No Further Action Likely](#)" opinion allowing contaminated soils to be capped. This is an economically feasible cleanup approach. Full soil removal—required for residential use—means excavating and disposing of potentially tens of thousands of cubic yards of contaminated material at hazardous waste facilities. The cost difference is enormous.

Here's the irony: the site contamination makes Business Park development more practical, not less. Yet you're considering a rezone that will likely mandate the most expensive cleanup scenario. When facing massive remediation costs, developers maximize residential density to recoup expenses, making the "mixed-use" aspect unlikely. The result will likely be 100% residential development on contaminated industrial land that was better suited for its current designation.

The owner cites [difficulty attracting commercial tenants](#) as justification for [changed circumstances](#). But market conditions may be temporary, and commercial development under BP zoning faces far lower cleanup costs than residential conversion.

This proposal also threatens employment land capacity. Business Park zoning serves specialized employment functions that cannot be replicated in residential zones. Once converted and developed with housing, this land will never return to employment use.

Staff acknowledges this amendment [may not advance comprehensive plan policies](#) regarding [job growth targets](#), [economic development](#), and [diversified mix of businesses](#). [The 2014 Southeast Redmond Neighborhood Plan deliberately split this zoning](#) to balance residential amenities with local employment. That vision remains sound.

Residential development on this site is more expensive and eliminates practical employment land. The contamination issue indicates that this site should remain designated as Business Park.

I urge you to recommend [denial of the proposal](#). Thank you.

David Morton, PhD  
206-909-5680  
Redmond 98053

**From:** [David Morton](#)  
**To:** [Planning Commission](#); [Tara Van Niman \(City Volunteer\)](#)  
**Cc:** [Odra Cardenas](#); [Glenn Coil](#); [Susan Weston \(City Volunteer\)](#); [Jeannine Woodyear \(City Volunteer\)](#); [Adam Coleman \(City Volunteer\)](#); [Bryan Copley \(City Volunteer\)](#); [Aparna Varadharajan \(City Volunteer\)](#); [Denice Gagner \(City Volunteer\)](#); [Jeff Churchill](#); [Michael Hintze](#); [Francesca Liburdy](#); [Carol Helland](#); [Aaron Bert](#); [Becky Frey](#); [Sustainability](#); [Jenny Lybeck](#); [Micah Bonkowski](#); [Erin O'Mara](#); [Valeria Cosgrove](#); [Ameé Virelle](#); [Micheal Despaigne \(MED Enterprises\)](#); [Lauren Alpert](#); [Amanda Balzer](#); [Aaron Moldver](#); [Ian Lefcourte](#); [Tim McHarg](#); [Tom W. Hardy](#); [David Lee](#); [Nancy T. Logan](#); [Michael Vermeulen](#); [Rheya Wren](#); [Caitlin Reck](#); [Katie Pratt](#); [Erik Bedell](#); [Zwanzig Macy](#); [Marilyn Subala](#); [Brandon Leyritz](#); [Brian Buck](#); [Kim Dietz](#); [Haritha Narra](#); [PLAN - Redmond 2050 - Technical Advisory Committee](#); [Cameron Zapata](#); [Todd Rawlings](#); [Lauren Anderson](#); [Josh Mueller](#); [MayorCouncil](#); [Council](#); [Mayor \(Internet\)](#); [Chris Stenger](#); [Malisa Files](#); [Jill E. Smith](#); [Cheryl D. Xanthos](#); [Seraphie Allen](#); [City Clerk](#); [eugene.radcliff@ecy.wa.gov](#); [Oneredmond Info](#); [Patrick Jurney](#); [Andrea Martin](#); [pwilliams@redmond.gov](#); [Mike Brent](#); [Andy Swayne](#); [David Hoffman](#); [jor\\_mig\\_santos@hotmail.com](#); [Anastasiya Warhol](#); [James Terwilliger](#); [David Baker](#); [Milton Curtis](#); [Joe Marshall](#); [Nigel Herbig](#); [Mellor Caroline \(ECY\)](#); [Melanie OCain](#); [Andrew McClung](#); [Jon Culver](#); [David Barnes](#); [Brian Stewart](#); [Arielle Dorman](#); [Kim Faust](#); [Tom Hitzroth](#); [Marilyn Lazaro \(City Volunteer\)](#); [Yeni Li](#); [Christy Sanders-Meena](#); [David Bain](#); [Marissa Aho](#); [Claudia Balducci](#); [Sarah Perry](#); [Prideacrossthebridge Info](#); [Axton Burton](#); [Jessica Atlakson](#); [Tess Larson](#); [Brian Coats](#); [Ernest C. Fix](#); [Vanessa Kritzer](#); [gwolff@redmond.gov](#); [Kelley Cochran](#); [Loreen Hamilton](#); [David Tucheck](#); [Gary Smith](#); [Gary Smith](#); [Gary and Kerry Smith](#); [Gary Smith](#); [Tom Markl - Economic Development Board of Directors](#); [Shannon Braddock](#); [Shannon Braddock](#); [frank.winslow@ecy.wa.gov](#); [david.unruh@ecy.wa.gov](#); [dunr461@ecy.wa.gov](#); [kelli.price@ecy.wa.gov](#); [chrisc@soundearthinc.com](#); [treasure.mitchell@ecy.wa.gov](#)  
**Subject:** Clarification on My Public Comments Regarding 6900 188th Ave NE - Aquifer Protection Priority  
**Date:** Thursday, December 18, 2025 11:48:19 AM

**External Email Warning!** Use caution before clicking links or opening attachments.

Dear Commissioner Van Niman,

Thank you for speaking with me at last night's Planning Commission meeting regarding the proposed Land Use and Zoning Map amendments for 6900 188th Ave NE. I appreciate your question about my logic, as it highlighted that I didn't clearly communicate my primary concern: protecting Redmond's drinking water aquifer.

I want to clarify my position and offer what I believe is a better recommendation.

### **My Concern About the Staff Analysis**

The Planning Department memo states: "This Ecology requirement has no impact on the Land Use/Zoning map amendment as the impacts would be related to the costs to the property owner to clean up and prepare the site for development."

I respectfully disagree. The contamination issue has everything to do with this land use decision because **the zoning determines which cleanup approach is acceptable to Ecology—and therefore which approach protects Redmond's aquifer.**

The staff memo also acknowledges: "Most PAHs generally have low mobility in soil and tend to stay localized. Capping the site reduces potential contaminant migration and is a protective approach, **full contaminant removal is the most protective.**" [emphasis added]

### **Why I Initially Recommended Denial**

My recommendation to deny the proposal was based on concern that:

1. Approving the rezone without cleanup conditions creates no mechanism to require full remediation

2. Market forces alone (expensive cleanup costs) shouldn't determine environmental protection
3. The City was treating contamination as merely a private cost issue rather than a public aquifer protection issue
4. Business Park zoning with capping leaves contamination in place indefinitely above a Critical Aquifer Recharge Area

However, as you correctly perceived, this recommendation contradicts my stated priority of aquifer protection.

### **A Better Approach: Conditional Approval**

Upon reflection after our conversation, I believe the Planning Commission should recommend **conditional approval** that turns the contamination issue into an aquifer protection requirement rather than an obstacle to rezoning.

### **Recommended Motion Language:**

*"The Planning Commission recommends approval of the Land Use and Zoning Map amendments for 6900 188th Ave NE, contingent upon the following condition:*

*Prior to any development permit issuance or final rezone effectiveness, the applicant shall provide documentation from the Washington Department of Ecology confirming that all PAH-contaminated soils have been fully removed to standards protective of unrestricted use and groundwater quality, as verified through Ecology's approval of a revised cleanup action plan meeting the substantive requirements of MTCA.*

*The Planning Commission makes this recommendation recognizing that while 'capping the site reduces potential contaminant migration,' as noted in staff analysis, 'full contaminant removal is the most protective' approach for a site located in Critical Aquifer Recharge Area II. Complete remediation serves both public health and aquifer protection regardless of final land use."*

### **Why This Approach is Superior**

**1. Aquifer Protection is Guaranteed.** Rather than hoping residential development economics force cleanup, the City explicitly requires it as a condition of approval. This removes contamination that is sitting above Redmond's aquifer.

**2. Addresses Long-Term Risk.** Staff notes that PAHs "generally have low mobility in soil and tend to stay localized"—but "generally" and "tend to" provide no certainty over the 50+ year timeframe these contaminants could remain capped. Soil conditions change, caps can fail, and future development could disturb capped areas. Complete removal eliminates risk permanently.

**3. Prevents Future Contamination.** Business Park zoning allows manufacturing and industrial uses that could introduce *new* contamination pathways beyond the existing PAHs. Residential use poses virtually no risk of adding industrial contaminants to a CARA II area.

**4. Advances Multiple Comprehensive Plan Goals.** This approach serves both housing goals (allowing residential development) and environmental protection goals (requiring complete cleanup) without sacrificing either.

**5. Reasonable Economic Expectation.** If residential development is economically infeasible without full cleanup anyway (per Ecology's December 10 letter), making it a condition simply formalizes what market reality already dictates. If cleanup costs make the project unviable, the owner retains Business Park development rights with capping as an option—but contamination remains.

**6. The City Leads, Rather Than Defers.** The staff memo states: "The City recognizes the long-term benefit of full clean-up of the site but defers to Ecology on the best mitigation for any given site."

Deference is appropriate for technical cleanup standards, but the City shouldn't defer on *whether* to require the most protective approach when Redmond's aquifer is at stake. Ecology's December 10 letter doesn't mandate full removal—it simply explains that residential use would trigger review of a revised plan. The City can and should use its land use authority to require full remediation as a condition of rezoning.

### **Context: Twelve Contaminated Sites Above Redmond's Aquifer**

As I mentioned, there are currently twelve documented MTCA contaminated sites within Redmond's designated Critical Aquifer Recharge Areas—the zones specifically designated to protect drinking water sources. Ten of these are in CARA I, where groundwater reaches public wells within five years. Two are in CARA II, including the Redmond Flex site.

Forty percent of Redmond's drinking water depends on aquifer integrity. Each contaminated site in a CARA represents a potential pathway for pollutants to migrate into drinking water supplies. When there is an opportunity to permanently remove contamination from above Redmond's aquifer—rather than simply capping it and hoping for the best—the opportunity should be seized.

The Planning Commission has both the authority and responsibility to ensure that land use policies adequately protect this vital resource.

### **Addressing Employment Land Concerns**

My public comment also emphasized employment land preservation, which may have muddied my message. While I do believe Business Park land serves important economic functions, **aquifer protection is my primary concern.** If full cleanup can be guaranteed through conditional approval, that outcome better serves public health than maintaining Business Park zoning with capped contamination indefinitely.

The employment land question—whether Redmond can afford to lose 2.8% of SE Redmond's Business Park capacity—is a legitimate policy discussion. But it's secondary to ensuring that industrial contamination is not left sitting above Redmond's drinking water aquifer for the next 50 years when you have the leverage to require its complete removal.

### **Conclusion**

I apologize for the confusion my initial recommendation created. My priority is and has always been protecting Redmond's aquifer.

The Planning Commission should recommend **conditional approval requiring full soil**

**remediation documented by Ecology** before the rezone becomes effective. This approach:

- Guarantees the most protective cleanup method
- Removes contamination from above Redmond's aquifer
- Prevents future industrial contamination in a CARA II area
- Allows housing development if economically viable after cleanup
- Uses the City's land use authority proactively for environmental protection

The contamination at 6900 188th Ave NE is not merely a private cost issue for the property owner—it's a public health issue for everyone who drinks Redmond water. The Planning Commission has an opportunity to ensure this site is fully cleaned up, and I urge you to take it.

Thank you for your time and consideration. I'm happy to discuss this further or provide additional information.

Respectfully,

David Morton, PhD  
206-909-5680  
Redmond 98053

**From:** [Aspen Richter](#)  
**To:** [Planning Commission](#)  
**Subject:** Regarding 6900 188th Ave NE Land Use Map and Zoning  
**Date:** Wednesday, January 7, 2026 12:58:27 PM

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**External Email Warning!** Use caution before clicking links or opening attachments.

I see that "Land Use Map and Zoning Map Amendments for 6900 188th Ave NE – study session and recommendation" is on the Planning Commission upcoming agenda.

As a resident of the developments a few blocks to the south, my *ardent* request is that zoning and any construction there includes the ability to have restaurants, small grocers, and a coffee shop.

I admit I have not been following the Planning Commission discussions closely, so apologies if this is not in the scope of the current agenda item.

Best,  
Aspen Richter  
Redmond resident (98052)

----- Forwarded message -----

**From:** City of Redmond <[Cityofredmond@public.govdelivery.com](mailto:Cityofredmond@public.govdelivery.com)>  
**Date:** Wed, Jan 7, 2026 at 12:20 AM  
**Subject:** City of Redmond Washington Daily Digest Bulletin  
**To:** <[aspend@gmail.com](mailto:aspend@gmail.com)>

I'd like to comment on Agenda Item 6.

The toxic contamination from mining and land filling operations at the Redmond Flex site must be addressed before any development proceeds, regardless of zoning designation.

RZC 21.64.010.A.6 states the City's purpose is to “protect critical aquifer recharge areas (CARAs) by avoiding land use activities that pose potential contamination.” Leaving PAH-contaminated soils capped in place directly above Redmond's aquifer, even if Ecology permits it, contradicts this protective purpose. The aquifer provides 40% of Redmond's drinking water. Under current Business Park zoning, Ecology permits indefinite capping. The staff memo acknowledges that while capping “reduces potential contaminant migration,” full removal is "the most protective" approach.

The City should use its CARA protection authority to ensure that the most protective cleanup occurs. Under RZC 21.64.010, Redmond has explicit authority to protect CARAs. While Ecology regulates MTCA cleanup, the City has independent authority to condition land use approvals to protect aquifer recharge functions.

Before development permits are issued, I ask the Commission to recommend that any zoning approval be conditioned on Ecology's documented verification that the cleanup plan adequately protects Redmond's CARA. Regardless of whether the Council approves the proposed rezone, a Development Agreement could provide an additional mechanism to require full soil removal as a condition of development. The Commission and the City should advocate with Ecology for the most protective cleanup possible given this site's location directly above Redmond's drinking water source.

**Here's the bottom line.**

- ✓ Redmond CAN condition land use approvals to protect CARAs under RZC 21.64.010.F.1.
- ✓ Redmond CAN require coordination with Ecology.
- ✓ Redmond CAN require Ecology's verification that cleanup meets CARA protection standards.
- ✗ Redmond CANNOT override Ecology's MTCA cleanup determinations.
- ✗ Redmond CANNOT unilaterally require full removal if Ecology approves a less stringent plan.

Preserving employment land is indeed a concerning issue. **Conditional approval of the proposed amendment better protects Redmond's drinking water aquifer** and addresses housing needs.

Invoking the City's use of its CARA protection authority to ensure full removal of the toxic PAH-contaminated soils, regardless of zoning, is the MOST PROTECTIVE approach.



## TECHNICAL COMMITTEE REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

November 12, 2025

**Project File Number:** LAND-2025-00259; SEPA-2025--00258

**Proposal Name:** Land Use Map and Zoning Map Amendments - 6900 188<sup>th</sup> Ave NE

**Applicant:** City of Redmond

**Staff Contacts:** Jeff Churchill, Long Range Planning Manager 425-556-2492  
Glenn Coil, Sr. Planner 425-556-2742

### TECHNICAL COMMITTEE COMPLIANCE REVIEW AND RECOMMENDATION

Technical Committee shall make a recommendation to the Planning Commission for all Type VI reviews (RZC 21.76.060.E). The Technical Committee's recommendation shall be based on the decision criteria set forth in the Redmond Zoning Code. Review Criteria:

- A. RZC 21.76.070.J Comprehensive Plan Map
- C. RZC 21.76.070.AF Zoning Code Amendment - Map

### REDMOND COMPREHENSIVE PLAN AMENDMENT SUMMARY

The property located at 6900 188<sup>th</sup> Ave NE, in SE Redmond, parcel number 128630-0012, also known as Lot 7 in the Taylor-Magnussen Development Agreement, and also known as Redmond Flex, is 5.82 acres in size, with the western 1.0 acre having a land use designation of Citywide Mixed Use and the remainder 4.82 acres designated on the Land Use Map as Business Park.

The proposal is to redesignate Business Park to Citywide Mixed-Use, so the whole parcel has consistent land use.

This amendment is concurrent with a zoning map amendment for the same property.

Current and proposed Land Use Designations adopted in the Redmond 2050 Comprehensive Plan - [Land Use Chapter](#):

#### Citywide Mixed-Use

##### LU-36

Maintain and enhance a well-distributed system of mixed-use areas at a variety of scales outside of Redmond's centers. Encourage land uses that support or provide services to adjacent land uses and that encourage accessible and active transportation and transit use.

##### LU-37

Ensure that mixed-use areas are located, designed, and developed to:

- o 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.

*LU-38 - Citywide Mixed-Use Designation*

- Purpose.
  - Provide for housing and businesses that offer goods and services for the greater Redmond community. Locate and develop these mixed-use areas outside of designated centers.
- Allowed Uses.
  - Implement this designation throughout the mixed-use zones to allow a range of development intensity between neighborhood-scale intensities and center-scale intensities, to provide goods and services to the community.
  - Permit housing, retail, service, cultural and recreational amenities, and other businesses that serve the needs of the community in these zones.

**Business Park**

*LU-39 - Business Park Designation*

- Purpose.
  - Provide for business and manufacturing employment opportunities that involve limited outdoor storage and include compatible uses that serve employees of the immediate area.
- Allowed Uses.
  - Permit uses such as research and development, software development, advanced technology industries, wholesale businesses, adult entertainment, certain manufacturing businesses, associated offices, schools, and similar uses.
  - Permit support services and uses that reinforce the creation of complete neighborhoods.
  - Examples of compatible uses include business services that directly support surrounding businesses and limited retail and service activities, such as restaurants, day cares, and fitness centers, that serve employees and residents in the immediate areas.

| <b>RZC 21.76.070.J COMPREHENSIVE PLAN AMENDMENT CRITERIA</b> |  | <b>MEETS/<br/>DOES NOT<br/>MEET</b> |
|--|--|-------------------------------------|
| <i>(Full staff analysis attached as Attachment A)</i>        |  |                                     |
| a.   | Consistency with the Growth Management Act (GMA), the State of Washington Department of Commerce Procedural Criteria, Vision 2050 or its successor, and the King County Countywide Planning Policies (CPPs); | MEETS                               |
| b.   | Consistency with the Comprehensive Plan policies and the designation criteria;   | MEETS                               |
| c.   | Potential impacts to vulnerable community members;   | MEETS                               |
| d.   | Potential economic impacts;  | MEETS                               |
| e.   | Potential impacts to the ability of the City to provide equitable access to services;  | MEETS                               |

| <b>RZC 21.76.070.J COMPREHENSIVE PLAN AMENDMENT CRITERIA</b>   | <b>MEETS/<br/>DOES NOT<br/>MEET</b> |
|--|-------------------------------------|
| <i>(Full staff analysis attached as Attachment A)</i>  |                                     |
| f. Potential impacts to the natural environment, such as impacts to critical areas and other natural resources;  | MEETS                               |
| g. The capability of the land for development, including the prevalence of environmentally critical areas;   | MEETS                               |
| h. Whether the proposed land use designations or uses are compatible with nearby land use designations or uses;  | MEETS                               |
| i. If the amendment proposes a change in allowed uses in an area, the need for the land uses that would be allowed, and whether the change would result in the loss of the capacity to accommodate other needed land uses; | MEETS                               |
| j. Consistency with the preferred growth and development pattern in the Land Use Element of the Comprehensive Plan;  | MEETS                               |
| k. The proposed amendment addresses significantly changed conditions. In making this determination, the following shall be considered:   |                                     |
| i. Unanticipated consequences of an adopted policy, or   |                                     |
| ii. Changed conditions on the subject property or its surrounding area, or,  | MEETS                               |
| iii. Changes related to the pertinent plan map or text; and  |                                     |
| iv. Where such a change of conditions creates conflicts in the Comprehensive Plan of a magnitude that would need to be addressed for the Comprehensive Plan to function as an integrated whole.                            |                                     |

**REDMOND ZONING CODE MAP AMENDMENT SUMMARY**

The property located at 6900 188<sup>th</sup> Ave NE, in SE Redmond, parcel number 128630-0012, also known as Lot 7 in the Taylor-Magnussen Development Agreement, and also known as Redmond Flex, is 5.82 acres in size, with the western 1.0 acre zoned Corridor Mixed Use and the remainder 4.82 acres zoned Business Park.

The proposal is to rezone the Business Park to Corridor Mixed-Use, ensuring the entire parcel has consistent zoning.

Current and Proposed Zones:

**RZC 21.08.100. C. Mixed-Use Zones.**

There are two citywide mixed-use zones: Corridor Mixed-Use (CMU) and Urban Mixed-Use (UMU). The integration of residential, commercial, and recreational spaces fosters vibrant, walkable, and economically robust areas that cater to the diverse needs of our community.

1. Corridor Mixed-Use Purpose. This zone accommodates a broad mix of commercial uses and low- to medium-density mixed-use housing along transit corridors.

**RZC 21.14.030 Business Park.**

A. Purpose. The purpose of the Business Park (BP) zone is to provide business and manufacturing employment opportunities that complement commercial activities typically found in Downtown, involve limited outdoor storage, and include a high level of amenities. The Business Park zone provides areas to locate research and development, software development, advanced technology industries, wholesale businesses, manufacturing businesses with largely indoor operations, offices associated with these uses, and uses that require large floor plates, such as major medical facilities. Compatible uses that directly support surrounding business park uses, such as restaurants, fitness centers, and cannabis retail sales, are allowed. This zone is not intended for uses that primarily serve the general public.

| <b>RZC 21.76.70.AF - MAP AMENDMENT CRITERIA</b> |   | <b>MEETS/<br/>DOES NOT<br/>MEET</b> |
|---|---|-------------------------------------|
| 1   | The amendment complies with the Comprehensive Plan Land Use Map, policies, and provisions;  | <b>MEETS</b>                        |
| 2   | The amendment bears a substantial relation to the public health and safety;   | <b>MEETS</b>                        |
| 3   | The amendment is warranted because of changed circumstances, a mistake, or because of a need for additional property in the proposed zoning district;   | <b>MEETS</b>                        |
| 4   | The subject property is suitable for development in general conformance with zoning standards under the proposed zoning district;   | <b>MEETS</b>                        |
| 5   | The amendment will not be materially detrimental to uses or property in the immediate vicinity of the subject property;   | <b>MEETS</b>                        |
| 6   | Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;   | <b>MEETS</b>                        |
| 7   | The probable adverse environmental impacts of the types of development allowed by the proposed zone can be mitigated, taking into account all applicable regulations or the unmitigated impacts are acceptable; and | <b>MEETS</b>                        |
| 8   | The amendment complies with all other applicable criteria and standards in the RZC.   | <b>MEETS</b>                        |

**STATE ENVIRONMENTAL POLICY ACT (SEPA)**

The lead agency for this proposal has determined that the requirements of environmental analysis, protection, and mitigation measures have been adequately addressed through the City’s regulations and Comprehensive Plan together with applicable state and federal laws. Additionally, the lead agency has determined that the proposal does not have a probable significant adverse impact on the environment as described under SEPA. An Environmental Impact Statement (EIS) is not required

under RCW 43.21C.030(2). This decision was made after review of a completed environmental checklist and other information on file with the lead agency.

- ❖ In accordance with WAC 197-11-340(2) an opportunity for comment and appeal period was provided from November 19, 2025 to December 18, 2025.

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### STAFF RECOMMENDATION

Based on the compliance review of the decision criteria set forth in

- A. RZC 21.76.070.J Comprehensive Plan Map
- C. RZC 21.76.070.AF Zoning Code Amendment - Map

Staff recommends **approval** of the proposed amendments. Staff compliance review and analysis is provided in Attachment A.

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### TECHNICAL COMMITTEE RECOMMENDATION

The Technical Committee has reviewed the proposed amendments and finds the amendments as shown in Attachment B to be **consistent** with review criteria identified below:

- A. RZC 21.76.070.J Comprehensive Plan Map and/or Policy Amendment
- C. RZC 21.76.070.AF Zoning Code Amendment - Map

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### REVIEWED AND APPROVED BY



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Carol Helland,  
Planning and Community Development  
Director



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Chris Stenger, Deputy Public Works Director  
for Aaron L. Bert, Public Works Director

#### Attachments

- a. Staff Compliance Review and Analysis
- b. Proposed Amendments to the Land Use Map and Zoning Map - 6900 188th Ave NE
- c. SEPA Threshold Determination



**ATTACHMENT A: STAFF COMPLIANCE REVIEW AND ANALYSIS  
Land Use Map and Zoning Map Amendments - 6900 188<sup>th</sup> Ave NE  
LAND-2025-00259; SEPA-2025-00258**

**Comprehensive Plan Amendment Criteria (RZC 21.76.070.J)**

| CRITERIA   | ANALYSIS  |
|--|---|
| <p>a. Consistency with the Growth Management Act (GMA), the State of Washington Department of Commerce Procedural Criteria, Vision 2050 or its successor, and the King County Countywide Planning Policies (CPPs);</p> | <p>This proposal is consistent with GMA planning goals (RCW 36.00A.030), including:</p> <p>(1) Urban growth. Encourage development in urban areas where adequate public facilities and services are available or can be provided efficiently.</p> <p>(2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.</p> <p>(4) Housing. Plan for and accommodate housing affordable to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.</p> <p><b>Vision 2050 multicounty planning goals</b> this proposal is consistent with include:</p> <p><b>Development Patterns</b> goal: The region creates healthy, walkable, compact, and equitable transit-oriented communities that maintain unique character and local culture, while conserving rural areas and creating and preserving open space and natural areas.</p> <p><b>Housing</b> goal: The region preserves, improves, and expands its housing stock to provide a range of affordable, accessible, healthy, and safe housing choices to every resident. The region continues to promote fair and equal access to housing for all people.</p> <p>King County CPPs this proposal is consistent with and helps advance include:</p> |

| CRITERIA   | ANALYSIS   |
|--|--|
|  | <p>Development pattern policies that support housing and walkability, including DP-3, DP-4 and DP-5.</p> <p>Housing policies aimed at increasing housing supply, accessibility to transit and employment, and expanded housing and neighborhood choice, including HO-10, H-12, H-15, H-16, H-18, and H-25.</p> <p>Economic policies such as EC-19 and EC-26.</p> <p>King County CPP's this proposal may not advance as strongly, including those around the economy, providing middle-wage jobs, business development, and an adequate supply of land, include EC-2, EC-6, and EC-22.</p>  |
| <p>b. Consistency with the Comprehensive Plan policies and the designation criteria;</p> | <p>This proposal aligns with the Redmond 2050 Comprehensive Plan's policies.</p> <p>Policies this proposal strongly advance include:</p> <ul style="list-style-type: none"> <li>• FW-LU-2: "Ensure that the land use pattern in Redmond meets the following objectives ... [e]ncourages a mix of uses that create complete neighborhoods ... [p]romotes sufficient density for development pattern and urban design that enable people to readily use a variety of accessible and active forms of travel[.]"</li> <li>• FW-HO-2: "Zone sufficient buildable land to accommodate Redmond's projected housing need and meet allocated housing growth targets."</li> <li>• FW-HO-3: "Increase housing choices in more areas of the city."</li> <li>• FW-HO-5: "Evaluate and refine tools and processes to improve housing related outcomes."</li> </ul> <p>Policies this proposal may not advance or as strongly include:</p> <ul style="list-style-type: none"> <li>• EV-2 - Provide for a mix of land uses in a range of zones that enables Redmond to</li> </ul> |

| CRITERIA   | ANALYSIS   |
|--|--|
|  | <p>meet its job growth targets and attract and retain businesses that meet the needs of the community.</p> <ul style="list-style-type: none"> <li>• EV-3 - Prioritize efficient use of land and infrastructure by directing economic development within existing retail, office, manufacturing, and mixed-use areas and in designated centers.</li> <li>• EV-26 - Develop and maintain land use, zoning, and design regulations that attract and support a diversified mix of businesses from multinational corporations to small, locally owned and innovative neighborhood shops.</li> </ul> |
| <p>c. Potential impacts to vulnerable community members;</p>   | <p>Proposal may have a positive impact on vulnerable populations, as residential development would increase the city’s housing stock and results in affordable housing through mandatory inclusionary zoning provisions.</p> <p>It is also adjacent to a neighborhood park and approximately 1,400 feet (10-minute) walk from a bus stop served by Metro route 269.</p>  |
| <p>d. Potential economic impacts;</p>  | <p>There could be a potential loss of manufacturing/commercial uses, and related jobs, as well as B&amp;O taxes. Some of this loss may be offset if new development includes mixed-use/commercial development.</p>   |
| <p>e. Potential impacts to the ability of the City to provide equitable access to services;</p>                        | <p>No impacts have been identified.</p>  |
| <p>f. Potential impacts to the natural environment, such as impacts to critical areas and other natural resources;</p> | <p>No impacts have been identified, including to the Critical Aquifer Recharge Area. Staff noted that a rezone to mixed use/residential has lower risk to the environment than the current Business Park zoning. Businesses/uses allowed in the BP zone have the potential to use materials and processes in manufacturing that could contaminate the CARA. Businesses/uses associated with mixed</p>  |

| CRITERIA   | ANALYSIS  |
|--|---|
|  | <p>use/residential are retail and service industry based and pose a low risk to the environment.</p>  |
| <p>g. The capability of the land for development, including the prevalence of environmentally critical areas;</p>  | <p>The property is located in a former quarry that has been targeted for redevelopment. It is currently subject to a development agreement that allows for the construction of a 135,000 sq ft building with manufacturing and wholesale trade uses, as well as some commercial uses. No concerns were identified regarding the land's capability for development in the analysis of this project. The land is located on CARA II, but no concerns have been raised about the proposed use (residential).</p>   |
| <p>h. Whether the proposed land use designations or uses are compatible with nearby land use designations or uses;</p>   | <p>The proposed use is compatible with nearby uses; the proposal would have the entire parcel retain the land use and zoning designations that already exist on the western third of the parcel. Nearby uses include a neighborhood park, residential (single-family and townhomes), and manufacturing. Lake Washington School District also owns an adjacent property to the north with potential for a new school.</p>  |
| <p>i. If the amendment proposes a change in allowed uses in an area, the need for the land uses that would be allowed and whether the change would result in the loss of the capacity to accommodate other needed land uses;</p> | <p>The proposal would change the allowed uses for approximately 83% (4.82 acres) of the 5.82-acre parcel, from business park uses to multifamily and mixed-use.</p> <p>Allowed uses lost include research and development, software development, advanced technology industries, wholesale businesses, adult entertainment, certain manufacturing businesses, associated offices, schools, and similar uses.</p> <p>Uses gained include housing, retail, service, cultural, and recreational amenities, as well as other businesses that serve the community's needs in these zones.</p> <p>Although the City would benefit from additional uses to accommodate housing</p> |

| CRITERIA   | ANALYSIS  |
|--|---|
|  | growth, it would also lose land area for business park uses.  |
| j. Consistency with the preferred growth and development pattern in the Land Use Element of the Comprehensive Plan;  | The proposal is consistent with the City's preferred growth pattern. This proposal expands an existing Citywide Mixed-Use designation into a Business Park designation. It does not directly impact a nearby manufacturing & industrial growth center.  |
| k. The proposed amendment addresses significantly changed conditions. In making this determination, the following shall be considered: <ul style="list-style-type: none"> <li>i. Unanticipated consequences of an adopted policy, or</li> <li>ii. Changed conditions on the subject property or its surrounding area, or,</li> <li>iii. Changes related to the pertinent plan map or text; and</li> <li>iv. Where such change of conditions creates conflicts in the Comprehensive Plan of a magnitude that would need to be addressed for the Comprehensive Plan to function as an integrated whole.</li> </ul> | <p>This proposal addresses significantly changed conditions on the subject property.</p> <p>The property is split-zoned, with the Business Park share not allowing residential uses. This amendment will allow residential development on the whole 5.82 acre parcel.</p> <p>The previous/current zoning was adopted to ensure adequate capacity for job-producing uses. During the Redmond 2050 update, this was identified as a continuing City priority, along with the need for additional housing.</p> <p>More recently, the property owner identified changed conditions - including less demand for manufacturing/commercial uses, and challenges attracting a viable tenant, as well as increased need and demand for housing. This proposal is intended to satisfy this changed condition.</p> |

### Zoning Map Amendment Criteria (RZC 21.76.070.AF)

| CRITERIA  | MEETS/ DOES NOT MEET  |
|---|---|
| a. The amendment complies with the Comprehensive Plan Land Use Map, policies, and provisions; | <b>MEETS</b><br>This proposal is concurrent with and complementary to a Land Use Map change from Business Park to Citywide Mixed Use. |
| b. The amendment bears a substantial relation to the public health and safety;                | <b>MEETS</b>  |

| CRITERIA   | MEETS/ DOES NOT MEET  |
|--|---|
| c. The amendment is warranted because of changed circumstances, a mistake, or because of a need for additional property in the proposed zoning district; | <p>This proposal is not expected to have a substantial effect on public health or safety.</p>   |
|  | <p><b>MEETS</b><br/>                     This proposal reflects changed conditions.</p> <p>The 2007 Land Use Map for the City designated this parcel as Multi-Family Urban. This changed for the Redmond 2030 Comp Plan, where the 2019 Land Use map designates the property as Neighborhood Commercial and Design District, and allows flexibility for residential uses. The specific zoning though, divided the parcel into two zones, Neighborhood Commercial, which allowed residential uses, and NE Design District 2, which did not allow residential development and was intended to promote commercial/industrial development adjacent to other residential areas to promote local employment.</p> <p>Redmond 2050 continues this intention, even after land use and zoning consolidation that removed Design Districts and rezoned this property to Corridor Mixed Use and Business Park.</p> <p>The split zone aspect of the property has been a challenge for redevelopment as it allows both residential and commercial/business park uses that may not be compatible or feasible within one parcel or development. This proposal would make the Corridor Mixed Use aspect of the property potentially more viable for redevelopment.</p> |
| d. The subject property is suitable for development in general conformance with zoning standards under the proposed zoning district;                     | <p><b>MEETS</b><br/>                     As a split zoned property, it would expand a land use/zoning designation that was previously reviewed to be suitable for development on the site.</p>  |
| e. The amendment will not be materially detrimental to uses or property in the immediate vicinity of the subject property;                               | <p><b>MEETS</b></p>   |

| CRITERIA  | MEETS/ DOES NOT MEET   |
|---|--|
|   | <p>The proposal may complement properties in the vicinity, such as single and multi-family homes, a city park, trails, as well as a potential school.</p>  |
| <p>f. Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;</p>   | <p><b>MEETS</b><br/>                     Staff reviewed utilities and services in the area and found all adequate to support the proposed land use and zoning.</p> <ul style="list-style-type: none"> <li>• Transportation: adequate</li> <li>• Utilities:                             <ul style="list-style-type: none"> <li>○ Water - adequate</li> <li>○ Wastewater - adequate</li> <li>○ Stormwater - adequate</li> </ul> </li> <li>• Parks/Trails: The property is adjacent to SE Redmond Park, and is also served by dedicated bike lanes on 188<sup>th</sup> Ave NE. In addition, the property has access to the Evans Creek Trail, located about 500 feet to the east. SE Redmond Park adjacent to the south is planned to be developed in 2027.</li> <li>• Schools - served by LWSD and may be served by a future school on a property adjacent to the north.</li> <li>• Transit - The property is located about a 10-minute walk from KC metro route 269.</li> </ul> |
| <p>g. The probable adverse environmental impacts of the types of development allowed by the proposed zone can be mitigated, taking into account all applicable regulations or the unmitigated impacts are acceptable; and</p> | <p><b>MEETS</b><br/>                     The property is located in the CARA II designation. The proposed use for the new zone, residential, may have less environmental impact than the current zoning, Business Park on the underlying CARA, which allows uses that may not be compatible or would require mitigation.</p> <p>Staff noted that this proposal is not an issue from the natural resources and CARA perspective, since mixed-use as a land use has lower potential for environmental impacts.</p>   |
| <p>h. The amendment complies with all other applicable criteria and standards in the RZC.</p>   | <p><b>MEETS</b></p>  |

## Comp Plan LU Map & Zoning Map Amendments: 6900 188<sup>th</sup> Ave. NE





# STATE ENVIRONMENTAL POLICY ACT (SEPA) DETERMINATION OF NON-SIGNIFICANCE

For more information about this project visit [www.redmond.gov/landuseapps](http://www.redmond.gov/landuseapps)

## PROJECT INFORMATION

**PROJECT NAME:** 6900 188th Ave NE Map Amendment

**SEPA FILE NUMBER:** SEPA-2025-00258

**PROJECT DESCRIPTION:**

Associated with LAND-2025-00259

**PROJECT LOCATION:**

**SITE ADDRESS:** 6900 188TH AVE NE  
REDMOND, WA 98052

**APPLICANT:** Rachel Mazur

**LEAD AGENCY:** City of Redmond

The lead agency for this proposal has determined that the requirements of environmental analysis, protection, and mitigation measures have been adequately addressed through the City's regulations and Comprehensive Plan together with applicable State and Federal laws.

Additionally, the lead agency has determined that the proposal does not have a probable significant adverse impact on the environment as described under SEPA.

An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. **This information is available to the public on request.**

## CITY CONTACT INFORMATION

**PROJECT PLANNER NAME:** Glenn Coil

**PHONE NUMBER:** 425-556-2742

**EMAIL:** [gcoil@redmond.gov](mailto:gcoil@redmond.gov)

## IMPORTANT DATES

### **COMMENT PERIOD**

Depending upon the proposal, a comment period may not be required. An "**X**" is placed next to the applicable comment period provision.

There is no comment period for this DNS. Please see below for appeal provisions.

**'X'** This DNS is issued under WAC 197-11-340(2), and the lead agency will not make a decision on this proposal for 14 days from the date below. Comments can be submitted to the Project Planner, via phone, fax (425)556-2400, email or in person at the Development Services Center located at 15670 NE 85th Street, Redmond, WA 98052. **Comments must be submitted by 12/03/2025.**

### **APPEAL PERIOD**

You may appeal this determination to the City of Redmond Office of the City Clerk, Redmond City Hall, 15670 NE 85th Street, P.O. Box 97010, Redmond, WA 98073-9710, **no later than 5:00 p.m. on 12/18/2025**, by submitting a completed City of Redmond Appeal Application Form available on the City's website at [www.redmond.gov](http://www.redmond.gov) or at City Hall. You should be prepared to make specific factual objections.

**DATE OF DNS ISSUANCE:** November 19, 2025

**For more information about the project or SEPA procedures, please contact the project planner.**

**RESPONSIBLE OFFICIAL:** Carol V. Helland  
Planning Director

SIGNATURE: \_\_\_\_\_

**RESPONSIBLE OFFICIAL:** Aaron Bert  
Public Works Director

SIGNATURE: \_\_\_\_\_

**Address:** 15670 NE 85th Street Redmond, WA 98052

| Item   | Discussion Notes  | Issue Status             |
|--|---|--------------------------|
| <p>1. Impacts to housing goals<br/>Prakriya</p>                        | <p><u>Council discussion</u><br/>                     CM Prakriya asked how this proposal could support the City’s housing goals.</p> <p><u>Staff comments</u><br/>                     This proposal is for land use/zoning map amendment and is not tied to any specific development proposal. Although the property owner indicated in public comments and letters a desire to build housing, they have the option to develop the property in any way as allowed under the current or amended zoning or as vested in the Development Agreement/Master Plan.</p> <p>The count of housing units shown in the analysis in issue 8 of the Planning Commission issues matrix is based only on parcel size and Floor Area Ratio (FAR) and an assumption of an average unit size of 800 square feet. Market dynamics, setbacks, open space, impervious surface area, and other requirements could reduce hypothetical unit count. If multi-family housing is developed, it would be subject to affordable housing requirements.</p> | <p>Opened<br/>3.3.26</p> |
| <p>2. Impacts to the current Development Agreement<br/><br/>Stuart</p> | <p><u>Council discussion</u><br/>                     Councilmember Stuart asked what impact the rezone would have on the current Development Agreement controlling the site.</p> <p><u>Staff comments</u><br/>                     Development agreements (DA) are allowed per <a href="#">RZC 21.76.070.L</a>.</p> <p>The subject parcel is referred to as Lot 7, which was created in 2012, subject to the 2007 Union Hill Corporate Campus Development Agreement (UHCC-DA), adopted as <a href="#">Resolution 1265</a>, and subsequently amended 3 times.</p>   | <p>Opened<br/>3.3.26</p> |

| Item | Discussion Notes   | Issue Status |
|------|--|--------------|
|      | <p>The current development agreement can be found in this report, as Exhibit 6, starting on pdf page 153 - <a href="#">Redmond Flex - Technical Committee Report - Nov. 2023</a>. It was adopted by Council in Nov. 2023.</p> <p>The purpose of the 2023 DA for Lot 7 was to have a development agreement that only applies to Lot 7, rather than seek a fourth amendment to the Amended UHCC DA, which would have required authorization by the owners of the other six (6) developed lots. Previous amendments reflect development of lots 1-6 and confirm the completion of all mitigation required in the original UHCC-DA. The 2023 agreement confirms a transportation impact fee credit for 544 PM peak hour vehicle trips for future development of Lot 7.</p> <p>The scope of the new Development Agreement is only to confirm and clarify those provisions from the Amended UHCC DA that remain applicable to Lot 7 and is supplemental to the Amended UHCC DA, which remains in full force and effect. If there is a conflict between the UHCC DA and the new Development Agreement, the 2023 Development Agreement will control as to Lot 7 exclusively.</p> <p>After review of the original UHCC DA, subsequent amendments, and the 2023 DA, staff concluded that any modified or new projects on the parcel would not impact this DA.</p> <p><b>Section 5 Development Approvals</b> of the 2023 DA states:</p> <p>5.3 Flexibility. The Project is intended to accommodate a number of different uses allowed under applicable zoning. This Agreement is not intended to require specific uses for the Project or limit the allowable uses to those listed in <i>Paragraph 2</i> of this Agreement. Any use permitted by the zoning may be permitted on the Property so long as the combined uses in the Project do not create more than 544 PM peak hour trips, and the remainder of this Agreement shall remain in full force and effect. The Agreement may be administratively amended pursuant to Section 3.2 to reflect changes to the Project permitted under this section.</p> <p><b>Paragraph 2</b> refers to the Redmond Flex project and also states “Any proposed changes to the Project, including proposed uses, will be governed by Section 5.3 of this Agreement.”</p> |              |

| Item                                    | Discussion Notes  | Issue Status             |
|---|---|--------------------------|
|   | <p><b>Master Planned Development.</b> This site has a master plan in conjunction with a development agreement. It is in effect for 10 years, or to 2033, and the property owner is vested even if the zoning is changed during this period.</p> <p><a href="#">RZC 21.76.070.P</a> defines Master Planned Developments (MPD). For this site, an MPD is allowed as it above 3 acres, but is not required. The previous land use designation, NE Design District, required an MPD for all sites above 3 acres and was negotiated as part of the development agreement.</p> <p>It would be up to the property owner to decide if they wish to submit a new or revised MPD for the site if the zoning changes.</p>  |                          |
| <p>3. Impacts of SB 6026<br/>Stuart</p> | <p><u>Council discussion</u></p> <p>Council President Stuart asked what impacts <a href="#">SB 6026</a> has on this proposal, and how it would impact Council’s decision on this request.</p> <p><u>Staff comments</u></p> <p>SB 6026 was recently signed into law and concerns residential development in commercial and mixed-use zones. At a high level, the bill prevents cities from excluding residential uses in areas zoned for commercial or mixed-use development, with some exceptions. Cities are required to amend their codes in accordance with SB 6026 by December 2027.</p> <p><u>Impact on current zoning</u></p> <p>As noted, this proposal is located on a large parcel with mixed land use/zoning designations.</p> <ul style="list-style-type: none"> <li>• Corridor Mixed Use (CMU) - one acre of the property is zoned Corridor Mixed Use. Although it is designated as a Mixed-Use Zone, this zone does not have a minimum requirement for commercial uses. Thus, SB 6026 has no impact for the portion of the property zoned CMU.</li> <li>• Business Park (BP) - the remaining 4.82 acres is zoned BP, which the owner wants to rezone to CMU. BP allows a range of uses including some retail and restaurants, manufacturing</li> </ul> | <p>Opened<br/>3.3.26</p> |

| Item  | Discussion Notes   | Issue Status             |
|---|--|--------------------------|
|   | <p>(including R&amp;D and software), construction, day cares, parks, government facilities, and schools, as well as offices supporting such uses.</p> <p>SB 6026 would require the City to allow residential development in the Business Park zone. If the City desires to maintain the BP zone for nonresidential uses, it would need to redesignate the zone as Industrial or pursue another pathway in SB 6026 that would authorize an exemption.</p> <p><u>Impact of future zoning</u></p> <p>If the whole parcel is designated CMU, SB 6026 would not have an impact as CMU currently does not have a minimum commercial requirement. The property owner would have the option of developing housing (excluding detached single family), commercial, or mixed-use.</p>  |                          |
| <p>4.</p> <p>Cost/benefits of both paths. Unintended consequences.</p> <p>Kritzer</p> | <p><u>Council discussion</u></p> <p>CM Kritzer requested further discussion of the costs/benefits of each choice, and unintended consequences.</p> <p><u>Staff comments</u></p> <p>Staff and the Planning Commission review all proposed Comprehensive Plan amendments for consistency with the Comprehensive Plan amendment criteria found in RZC 21.76.070.J., and the Zoning Map amendment criteria found in RZC 21.76.070.AF. These analyses can be found in the Planning Commission Report for this item.</p> <p>Planning Commission discussion revolved around the tension between advancing housing and economic development goals, ultimately recommending that, on this site at this time, the policies of the Comprehensive Plan are best addressed by maintaining the potential for jobs associated with Business Park zoning.</p> <p>Staff offers the following based on a review of the amendment criteria, public comments, and Commission discussion:</p> | <p>Opened<br/>3.3.26</p> |

| Item | Discussion Notes   | Issue Status |
|------|--|--------------|
|      | <p><u>If amendment is adopted</u></p> <p><b>Benefits</b></p> <ul style="list-style-type: none"> <li>• Consistent land use designation.</li> <li>• Potential for housing.</li> <li>• Potential for mixed-use development.</li> <li>• Supports goals around Complete Neighborhoods.</li> <li>• Residential or mixed-use development would be more compatible with surrounding uses, including SE Redmond Park, single and multifamily housing, and a potential new school on property to the north.</li> <li>• Less of an environmental impact, including to the CARA. As noted in the Technical Committee Report, the types of businesses/uses allowed in the BP zone have the potential to use materials and processes in manufacturing that could contaminate the CARA. Businesses/uses associated with mixed use/residential are retail and service industry based and pose a low risk to the environment.</li> </ul> <p><b>Costs</b></p> <ul style="list-style-type: none"> <li>• Loss of land zoned for Business Park and associated uses and jobs</li> <li>• Potential loss of jobs associated with BP-zoned lands, especially if not redeveloped as mixed-use.</li> <li>• Potential loss of tax revenue associated with BP-zoned land, including business taxes.</li> <li>• Potential loss of sites for advanced manufacturing type businesses that the City is trying to attract.</li> </ul> <p><u>If amendment is not adopted</u></p> <p><b>Benefits</b></p> <ul style="list-style-type: none"> <li>• Would retain about 4.5 acres for BP associated uses.</li> <li>• Could contribute to the City’s job growth goals. Although the actual number of potential jobs it could generate cannot be known at this time, analysis based on the assumption of 10 jobs/acre conducted for the Planning Commission estimated about 58 jobs for this site.</li> </ul> |              |

| Item | Discussion Notes  | Issue Status                    |
|------|---|---------------------------------|
|      | <p>Another proxy for estimated employment is the amount of parking provided. The Master Plan for Redmond Flex proposes 240 stalls.</p> <ul style="list-style-type: none"> <li>• Would create more supply for advance manufacturing businesses so they don't compete for spaces against local artisan manufacturing, arts and creative businesses, breweries, and small scale food manufacturing.</li> <li>• Provides an available site for Redmond to promote to site selectors globally through business attraction efforts and Greater Seattle Partners participation.</li> </ul> <p><b>Costs</b></p> <ul style="list-style-type: none"> <li>• The property remains undeveloped and does not produce any additional tax revenue. Property owner noted the difficulty of attracting tenants for their currently vested project, and the economic challenges of building a speculative project in a market with elevated industrial and commercial vacancies rates.</li> <li>• May have a higher environment risk, especially to the CARA. As noted in the Technical Committee Report, the types of businesses/uses allowed in the BP zone have the potential to use materials and processes in manufacturing that could contaminate the CARA. Businesses/uses associated with mixed use/residential are retail and service industry based and pose a low risk to the environment.</li> <li>• May be a less compatible land use in the future. With the potential for a future Lake Washington School District high school adjacent to the north, as well as the recent completion of the Woodside Townhomes to the east, and the start of development of SE Redmond Park to the south, a large manufacturing/office type facility may be less compatible with surrounding uses, especially as it relates to goals supporting complete neighborhoods, as well as other impacts, such as noise from large vehicles.</li> </ul> |                                 |
| 5.   | <p><b>Future Map amendments</b></p> <p><u>Council discussion</u></p> <p>CM Parsi asked if this proposal is approved, could this lead to similar map amendment proposals?</p> <p>Parsi</p>   | <p><b>Opened</b><br/>3.3.26</p> |

| Item | Discussion Notes  | Issue Status             |
|------|---|--------------------------|
|      | <p><u>Staff comments</u></p> <p>Per the WA Growth Management Act, Cities may amend their Comprehensive Plans once per year. Community members, staff, the Planning Commission, and Council may propose changes. The process is codified in <a href="#">RZC 21.76.070.J</a> and is known as the annual comprehensive plan amendment docket. This proposal is part of the current 2025-26 Annual Docket.</p> <p>Zoning Map amendments can be proposed at any time by community members, staff, the Planning Commission, or the Council and is subject to the process shown in <a href="#">RZC 21.76.070.AF</a> (unless tied to a Comprehensive Plan land use amendment, then it would be part of an annual docket process).</p> <p>Recently approved Land Use/Zoning Map amendments include:</p> <ul style="list-style-type: none"> <li>• Redmond 2050 Zoning consolidation (2024, 2025)</li> <li>• Rose Hill annexation (2024)</li> <li>• Evans Creek Relocation (2022)</li> <li>• Proctor-Willows Development (2019)</li> <li>• Marymoor/SE Redmond Neighborhood Plan (2017)</li> </ul> <p>Other proposals that were not docketed (and thus not approved) include:</p> <ul style="list-style-type: none"> <li>• CIM Group - SE Redmond - multifamily to Design District (2021)</li> <li>• Onyx Redevelopment - Overlake (2018-21) NOTE - this proposal was incorporated as part of Redmond 2050 Rezone</li> <li>• Avondale Area - single-family urban to multifamily (2018-21)</li> </ul> |                          |
| 6.   | <p><u>Council discussion</u></p> <p>Council Vice President Nuevacamina noted the Planning Commission discussion on local comparisons to other cities in regards to lands zoned for Business Parks, but wanted a better understanding of how it compares to other non-local cities and the City's long-term economic diversification goals.</p> <p>Nuevacamina</p>   | <p>Opened<br/>3.3.26</p> |

| Item | Discussion Notes  | Issue Status |
|------|---|--------------|
|      | <p><b><u>Staff comments</u></b></p> <p>Redmond’s Business Park zone is unusual in the region. Its purpose historically has been to serve as a transition zone between more urban areas and traditional industrial uses.</p> <p>The <a href="#">Appendix</a> to the Redmond Economic Development Strategic Plan contains a landscape assessment comparing Redmond to other similar tech-orientated suburban cities, including Bellevue and Bothell in Washington state, Mountain View, CA (Silicon Valley), Hillsboro, Oregon, and Raleigh, North Carolina (part of the Research Triangle).</p> <p>The section on the <a href="#">Real Estate Market</a> (starting pdf page 50) contains comparisons on inventory and vacancies. This study has data through 2023 and does not reflect recent data on the market, which has seen increases in the regional and Eastside submarket vacancy rates for the industrial and office segments.</p> <p>The report notes that from 2007-2023:</p> <ul style="list-style-type: none"> <li>• Industrial inventory has declined slightly to moderately in most benchmark cities, but Redmond has more inventory except for Raleigh and Hillsboro (which experienced inventory growth).</li> <li>• Industrial vacancy rates trend with other benchmark communities.</li> <li>• At 17 million square feet, Redmond’s inventory of office space was second only to Raleigh and Bellevue among benchmark cities in Q4 of 2023.</li> <li>• Office vacancy in Redmond has historically trended lower than all peer cities.</li> </ul> <p>The <a href="#">Puget Sound-Eastside Industrial MarketBeat Q4 2025</a> report also contains information on the industrial market.</p> |              |



Memorandum

Date: 5/5/2026  
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-272  
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 | Jeff Churchill | Long Range Planning Manager |

TITLE:  
Amendments to RMC 6.36 Noise Standards

OVERVIEW STATEMENT:

City staff recommend that the Council adopt an ordinance amending Redmond Municipal Code (RMC) 6.36 Noise Standards. These standards regulate noise for the purpose of public health, safety, and general welfare. The standards establish maximum noise levels by noise zone, prohibitions, exemptions, and measurement techniques.

The updates address several issues related to noise regulations, including:

- Addressing property maintenance activities.
- Removing duplicative items.
- Addressing proper location in the RMC to ensure enforcement.
- Addressing noise from gun ranges.
- Addressing the assembly and dismantling of tower cranes.
- Updating obsolete zoning district names.
- Re-organizing the exemptions section.
- Establishing requirements to post construction noise hours at construction sites.
- Other organizational updates for clarity.

Companion amendments are proposed to RMC 1.14 Enforcement and Penalties, and RMC 6.34.070 Loading Operations. See Attachment A.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Comprehensive Plan policies LU-9 concerning adverse impacts, and NE-92 through NE-94 concerning noise regulations and mitigation.
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
Chapter 70A.20 RCW authorizes local governments to adopt noise standards.

**OUTCOMES:**

The outcome of these amendments will be noise standards that address significant growth in Redmond since the standards were last updated, clarity, enforcement, and alignment with state law.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Q4 2025 - Q2 2026.
- **Outreach Methods and Results:**  
Online questionnaire, e-newsletter, stakeholder engagement.
- **Feedback Summary:**  
Most of the feedback received was about noise from gun ranges. Two themes emerged: (1) opposition from Interlake Sporting Association (ISA) members to proposed restrictions on shooting range hours, emphasizing collaboration and sound mitigation instead of time limits; and (2) support from nearby residents for limiting or eliminating weekend/evening shooting hours, citing impacts on family life, sleep, and outdoor use. Additional comments addressed citywide noise issues (traffic, landscaping equipment, park events) and enforcement concerns. See Attachment A for details.

**BUDGET IMPACT:**

**Total Cost:**

The total value of the Community and Economic Development offer is \$5,350,743. Staff time to support these amendments is drawn from that budget.

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

**Budget Offer Number:**

0000304 - Community and Economic Development

**Budget Priority:**

Vibrant and Connected

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

**If yes, explain:**  
N/A

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

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

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

| Date      | Meeting          | Requested Action  |
|-----------|------------------|-------------------|
| 5/26/2026 | Study Session    | Provide Direction |
| 6/16/2026 | Business Meeting | Approve           |

**Time Constraints:**  
None.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved the code will not be updated and existing issues will not be resolved.

**ATTACHMENTS:**

Attachment A: Noise Standards



## **Amendments to Redmond Municipal Code Chapter 6.36 Noise Standards and Related RMC Amendments**

### **Staff Report**

- Project Name:** Noise Standards Update
- Date:** April 20, 2026
- Project Description:** RMC 6.36 Noise Standards regulates noise for the purpose of public health, safety, and general welfare. Among other things it establishes maximum noise levels by noise zone, prohibitions, exemptions, and measurement techniques. This project addresses several issues related to noise regulations, including:
- Addressing property maintenance activities.
  - Removing duplicative items.
  - Addressing proper location in the RMC to ensure enforcement.
  - Addressing noise from gun ranges.
  - Addressing the assembly and dismantling of tower cranes.
  - Updating obsolete zoning district names.
  - Re-organizing the exemptions section.
  - Establishing requirements to post construction noise hours at construction sites.
  - Other organizational updates for clarity.
- City staff are proposing updates to RMC 1.01 Code Adoption, RMC 1.14 Enforcement and Penalties, RMC 6.34.070 Loading Operations, and RMC 6.36 Noise Standards to accomplish the above and to carry-out the purpose of the Noise Standards.
- Staff:** Jeff Churchill, Long Range Planning Manager  
Travis Salley, Dev. Services Center Manager  
Sherri Jones, Code Enforcement Officer
- Recommendation:** Approval

**Analysis and Findings:**

Legal Authority for Noise Standards

The Washington state legislature enacted the Noise Control Act in 1974, finding that, “inadequately controlled noise adversely affects the health, safety and welfare of the people, the value of property, and the quality of the environment” (now codified as RCW 70A.20.010). The law as subsequently amended authorizes municipalities to adopt local noise control regulations, provided that the Department of Ecology reviews and approves or takes no action to disapprove. WAC 173-60-110(1) states that, “The department [of Ecology] conceives the function of noise abatement and control to be primarily the role of local government and intends actively to encourage local government to adopt measures for noise abatement and control.” It is within this legal framework that Redmond has adopted noise standards in RMC chapter 6.36.

**Finding:** The City is authorized to establish local noise regulations.

Existing Noise Standards

Redmond last adopted a major update to noise standards in 1998 (Ord. 2006). In that time Redmond has grown significantly and is transforming from a largely suburban context to one of more density populated residential and mixed-use areas. Such changes warrants a review and recalibration of the code.

Since 1998 there have been some changes addressing specific topics or geographic areas. In 2011 the noise standards were recodified as RMC 6.36 (Ord. 2590) as part of the creation of the Redmond Zoning Code. Over 28 years, staff have identified several ways that the code should be amended to improve clarity, enforcement, and alignment with state law. This proposal would implement those amendments to better achieve the purpose of the noise standards.

**Finding:** Amending the noise standards is timely and provides an opportunity to update provisions to improve clarity, enforcement, and alignment with state law.

Summary of Proposed Amendments

The following describes current conditions, recommended amendments, and rationale for changes to regulations.

| <b>Topic</b>     | <b>Existing Conditions</b>                     | <b>Recommendation</b>                                      | <b>Rationale</b>  |
|------------------|--|--|---|
| 1. Definitions   | Definitions pertain to code as written.        | Revise this section to pertain to code as proposed.        | The definitions section should align with the rest of the chapter.          |
| 2. Applicability | Chapter applies to noise generated in Redmond. | Apply to noise generated and received in Redmond; refer to | Redmond staff do not have enforcement authority outside city limits; animal |

| <b>Topic</b>   | <b>Existing Conditions</b>   | <b>Recommendation</b>   | <b>Rationale</b>  |
|--|--|---|---|
|  |  | RMC 7.04 for animal noise.  | noise is already addressed in RMC 7.04.   |
| 3. Measurement of sound  | Occurs late in chapter.  | Move toward beginning of chapter.   | This information is important to understand before reading the rest of the noise standards. |
| 4. Environmental Designation for Noise Abatement (EDNA) classifications. | Classifications reflect allowed land uses in comprehensive plan adopted in 2011. | Update classifications. Of note: OBAT and Marymoor zones that allow mixed-use move from Class C to Class B.         | Alignment with WAC 173-60-030.  |
| 5. Zone names  | Some zone names are obsolete.  | Update zone names as they were updated with Redmond 2050.   | Using current zone names improves clarity and ability to enforce the code.                  |
| 5. Prohibitions: recurrent or continuous noise.                          | Recurrent or continuous noise section contains redundant standards.              | Eliminate this subsection and move any content that is still necessary to more appropriate sections.                | Eliminate redundancy and improves clarity.  |
| 6. Prohibitions: outcry.   | Sale by outcry is prohibited.  | To the extent sale by outcry is a public disturbance, it is already prohibited by RMC 9.42.                         | Eliminate redundancy.   |
| 7. Prohibitions: off-street vehicle testing.                             | Prohibited in some circumstances.  | Clarify that prohibition is only for non-right-of-way area.   | On-street vehicle noise is separately regulated.  |
| 8. Prohibitions: unusually loud noises.                                  | "Unnecessary or unusually loud noises" are sometimes prohibited.                 | This standard is vague. And, to the extent the noise is a public disturbance, it is already prohibited by RMC 9.42. | Eliminate redundancy.   |
| 9. Exemptions anytime.   | HVAC systems not addressed.  | Address HVAC systems and set limit  | HVAC systems that supply cold air are   |

| <b>Topic</b>                                  | <b>Existing Conditions</b>   | <b>Recommendation</b>   | <b>Rationale</b>  |
|---|--|---|---|
|   |  | consistent with daytime limits for Class A EDNA zones.  | more common and staff are receiving more complaints about them. Modern air condition units and heat pumps systems can meet the proposed standard. |
| 10. Daytime exemptions: organizations         | Organization of this section reflects layers of amendments over many years.              | Reorganize around topics and add a table to cover the various hours restrictions for various types of noises. | Improve code clarity.   |
| 11. Daytime exemptions: property maintenance. | Not addressed.   | Define property maintenance and provide daytime exemption.  | Clear expectations for those conducting property maintenance and their neighbors.   |
| 12. Holidays                                  | Noise allowances are curtailed on "Legal Holidays."                                      | Create "Noise Holidays" that are a subset of Legal Holidays.  | Align restrictions with community and industry expectations.  |
| 13. Daytime exemptions: shooting ranges.      | Noise allowed from 7 a.m. - 10 p.m. on weekdays and 9 a.m. - 10 p.m. on weekends         | Change to 10 a.m. - 7 p.m. weekdays and 10 a.m. - 2 p.m. on weekends; no noise allowed on Noise Holidays.     | Reduce conflict between shooting ranges and their neighbors.  |
| 14. Daytime exemptions: tower cranes.         | Assembly and disassembly routinely requires, and is granted, a variance from noise code. | Build-in authorized hours of 5 a.m. - 10 p.m. for one day, which is typically what is required.               | Provide realistic time window for assembling and disassembling tower cranes.  |
| 15. Daytime exemptions: notice.               | Notice board required when expanded hours are  | Set criteria that only the minimum number of hours will be approved; require                                  | Ensures direct notice to nearby residents; allows Administrator to  |

| Topic                                  | Existing Conditions                                     | Recommendation   | Rationale   |
|--|---|--|---|
|  | authorized for construction.                            | that person responsible for noise will provide notice to nearby occupied residential structures according to the terms of the permit; change authorizing person to Administrator (Director of Planning and Community Development). | tailor notice requirements to impact of noise; sets expectation that expanded hours will only be minimum necessary; authorizes Administrator to approve requests since Administrator oversees permitting. |
| 16. Gun range agreements.              | Not addressed.  | Create option for City and gun ranges to enter into noise mitigation agreements offer flexibility in operating hours (for example) in exchange for implementing noise mitigation strategies.                                       | Noise mitigation strategies implemented by agreement can offer equivalent or better mitigation for nearby residents.  |
| 17. Arterial improvement requirements. | Regulates design of state highway improvement projects. | Eliminates such regulation.  | WSDOT is subject to state and federal guidance on project design for noise. Minimal expansion of state highways is anticipated.   |
| 18. Generators                         | Regulated in separate section: RMC 6.36.090.            | Integrate into the balance of RMC 6.36.  | Simplifies chapter structure.   |

**Finding:** Updating the noise standards supports the purpose of the noise standards as described in RMC 6.36 and chapter 70A.20 RCW.

**Environmental Review:**

A State Environmental Policy Act (SEPA) checklist has been submitted and is under review. Comment and appeal opportunities will be provided per WAC 197-11-340(2).

**Conclusion in Support of Recommendation:**

Staff finds that the proposal complies with relevant state law and supports the purpose of the noise standards as described in RMC 6.36 and chapter 70A.20 RCW.

**Attachments:**

- A. Proposed Amendments to the Redmond Municipal Code
- B. Questionnaire Response Summary

# Attachment A

## Chapter 6.36

### NOISE STANDARDS

Sections:

- 6.36.005**     **Definitions.**
- 6.36.010**     **Purpose.**
- 6.36.020**     **Applicability.**
- 6.36.030**     **Identification of noise environments and maximum permissible noise - levels.**
- 6.36.040**     **Prohibited noise.**
- 6.36.050**     **Exceptions.**
- 6.36.060**     **Restrictions on residential development adjacent to arterials.**
- 6.36.070**     **Arterial improvement requirements.**
- 6.36.080**     **Measurement of sound.**
- 6.36.090**     **Testing of generators.**

#### **6.36.005     Definitions.**

A. For the purposes of this chapter, the following words shall have the meaning defined:

*#. Administrator. The Planning and Community Development Director or their designee.*

1. *Construction.* Any site preparation (*including blasting*), assembly, erection, demolition, substantial repair, maintenance, alteration, or similar action ~~for or of public or private rights-of-way, structures, utilities, or similar property.~~ on or for any structures, utilities, public or private right-of-way, or similar property. This includes any work using heavy equipment, including but not limited to backhoes, concrete mixing and pumping trucks, compactors/rollers, cranes, dozers, dump trucks, excavators, forklifts, graders, jackhammers, loaders, pavement breakers, pile drivers, portable crushers, tractors, trailer-mounted woodchippers, trenchers, or other pieces of equipment that generate similar levels of noise.

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2. *Decibel or dBA.* A unit expressed on a logarithmic scale, for measuring the relative intensity of sounds, ranging from zero to 130 for the average pain level of the human ear.

~~*#. Domesticated Animal.* Any animal that is possessed and controlled by a person.~~

3. *Emergency Work.* ~~Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency. Any work required to immediately restore property to a safe condition, work required to protect persons or property from imminent exposure to danger, or work by private or public utilities to provide or restore immediately-necessary utility service.~~

4. *Environmental Designation for Noise Abatement or EDNA.* An area or zones (environment) within which maximum permissible noise levels are established.

5. *Leq.* The equivalent A-weighted sound level which is the constant sound level that, in a given situation and time period, conveys the same sound energy as the actual time-varying A-weighted sound.

~~6. *Motorized Watercraft.* Those floating devices, which are designed to be propelled by the use of internal combustion engines or electric motors. Inflatable, motorized watercraft are included in this definition if they are propelled by the use of internal combustion engines or electric motors.~~

7. *Noise.* The intensity, duration, and character of sounds from any ~~and all~~ sources.

~~*#. Noise Holiday.* New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.~~

8. *Peak Hour Noise.* The noisiest hour within a 24-hour period where the primary source of noise is from traffic.

~~*#. Property maintenance.* Activities required for the regular upkeep of property, such as landscaping, lawn and tree maintenance, pressure washing, or minor repairs.~~

9. *Qualified Noise Consultant.* Person(s) to perform noise impact analysis of specific activities or land use, and prepares a written report of findings. Such person(s) shall be

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professionally trained and qualified to perform the necessary tasks to identify, evaluate, manage and mitigate impacts related to noise.

10. *Receiving Property*. Real property within which sound originating from sources outside the property is received.

~~#. *Responsible party*. See RMC 1.14.010.C.~~

11. *Sound Level*. A-weighted sound pressure level measured by the use of a sound level meter using an A-weighted network and reported as decibels, dBA.

12. *Sound Level Meter*. An electronic instrument that includes a microphone, output meter, and amplifier, and measures sound pressure levels.

~~#. *Warning device*. Any device intended to provide public warning of potentially hazardous, emergency, or illegal activities, including but not limited to security alarms, fire alarms, emergency alarms required by law, or vehicle reversing alarms.~~

13. *Weekday*. ~~Any day, Monday through Friday, which is not a legal holiday.~~

14. *Weekend*. The days of Saturday, and Sunday, ~~and any legal holiday.~~

### **6.36.010 Purpose.**

A. The purpose of this chapter is to:

1. Promote commerce, the use, value and enjoyment of property, sleep and repose, and the quality of the environment through the level of noise; and
2. Minimize the exposure of citizens to the physiological and psychological dangers of excessive noise and to protect, promote and preserve the public health, safety and general welfare.

B. It is also the City's intent to regulate noise as a nuisance or public disturbance in addition to any other means of regulation or enforcement established in this chapter. Regulation of nuisance and public disturbance noises is set forth in Chapter [9.42](#) RMC.

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**6.36.020      Applicability.**

A. ~~These standards shall apply to all noise generated on lands located within the Redmond City limits. These standards only apply to noise generated and received on properties located within the Redmond city limits.~~

B. ~~Noise from domesticated animals is regulated pursuant to RMC 7.04.005.~~

**6.36.025      Measurement of sound.**

A. ~~Sound Level Meter. If the measurement of sound is made with a sound level meter, the instrument shall be in good operating condition and shall meet the requirements for a Type I or Type II instrument, as described in the current American National Standards Institute Specifications.~~

B. ~~Location of Measurement. The point of measurement is from the closest exterior point of the property boundary line of the receiving property or anywhere within the receiving property, but not within or on top of a structure.~~

C. ~~Technical Corrections. When the location, distance or technique prescribed in this chapter for measurement of sound is impractical or would yield misleading or inaccurate results, measurements shall be taken at other locations or distances using appropriate correction factors, as specified by the Administrator or a qualified noise consultant.~~

D. ~~The Administrator shall use their discretion when taking dBA readings to determine if a violation of this chapter has occurred. If other noise is altering dBA readings, causing the readings to exceed the maximum permissible levels and the other noise cannot be mitigated or silenced when the readings are taken, the Administrator will determine if the source of noise is in violation of this chapter.~~

### 6.36.030 Identification of noise environments and maximum permissible noise levels.

A. Environmental Designation for Noise Abatements (EDNA) are established based on consideration of historical, present and future land use of each zoning district.

~~B. No person shall cause or permit sound to intrude onto the real property of another person that exceeds the maximum permissible sound levels established by this chapter. The point of measurement shall be anywhere within the receiving property.~~

~~B. Where a receiving property lies within more than one EDNA, the maximum permissible noise level shall be determined by the most sensitive EDNA.~~

C. Maximum permissible noise levels are given below and are consistent with State requirements (Chapter ~~70A.20 70.107~~ RCW and Chapter [173-60](#) WAC):

**Table 1. Maximum Permissible Noise Levels**

| EDNA <sup>1</sup> of Noise Source (Land Use Zones) | EDNA of Receiving Property <sup>3</sup> (Land Use Zones)                                     |                                  |  |  |
|--|--|----------------------------------|--|--|
|  | Class A (All <del>Neighborhood R</del> zones, <del>MDD3, NDD1, OUME, COS, &amp; RA-5</del> ) |                                  | Class B (UR, <del>CMU, MMC, MME, OBAT, UMU, NC, GC, OV, DT, NDD2</del> ) | Class C (MP <sup>4</sup> , I, <del>BP, OBAT, MMM, MDD1, MDD2, MDD4, MDD5, NDD3</del> ) |
|  | Daytime 7:00 a.m. — 10:00 p.m.   | Nighttime 10:00 p.m. — 7:00 a.m. |  |  |
| Class A  | 55 dBA <sup>2</sup>  | 45 dBA                           | 57 dBA   | 60 dBA   |
| Class B  | 57 dBA   | 47 dBA                           | 60 dBA   | 65 dBA   |
| Class C  | 60 dBA   | 50 dBA                           | 65 dBA   | 70 dBA   |

**Legend**

1. EDNA = Environmental Designation for Noise Abatement

2. dBA = decibels

3. Receiving property = the property affected by noise

4. Manufacturing Park land that is rezoned to a residential zone on or after April 14, 2007, shall be considered Class C receiving property and Class A source property for the purpose of calculating maximum permissible noise levels.

### **6.36.040 Prohibited noise.**

A. *General Prohibition.* Unless otherwise specified, no person or thing shall make noise exceeding the maximum permissible noise levels required by this chapter. See RMC 6.36.050 Exemptions.

~~B. *Recurrent or Continuous Noise.*~~

~~1. For receiving properties within a Class A Environmental Designation for Noise Abatement (EDNA), noise from the recurrent or continuous use or operation of stationary equipment or appliances shall comply with the permissible noise levels in Section 6.36.030. This subsection applies whether the noise is generated within or outside a Class A EDNA if the receiving property is within a Class A EDNA. Commercial equipment, including emergency generators, shall comply with this subsection. Measures shall be taken to reduce noise, such as relocating, enclosing or screening the noise source, limiting the hours of operation, or other similar measures.~~

~~2. This subsection shall not apply to nonresidential emergency generators that existed on or before December 24, 1998. New or replacement nonresidential emergency generators shall comply with this subsection.~~

~~3. This subsection shall not apply to sounds listed in 6.36.050, Exceptions, or any sound that is less than a 55 dBA noise level between 7:01 a.m. and 10:00 p.m. or 45 dBA noise level between 10:01 p.m. and 7:00 a.m. This subsection also shall not apply to manufacturing or industrial uses that existed on or before December 24, 1998.~~

C. *Specific Prohibitions.* The following are examples of activities declared to be loud, excessively noisy and in violation of this section:

1. The use of any fixed or mobile device or loudspeaker outside a building for commercial advertising purposes or for the purposes of attracting attention to any performance, show, or sale or display of merchandise, where the sound may be heard from any public street,

park, or public place. Nothing in this section is intended to prohibit incidental sounds emanating from a sports, entertainment, or public event or ice cream vending vehicles.

~~2. The sale of anything by outcry within an area of the City zoned primarily for residential uses.~~

~~3. The owning or keeping of any animal which that causes a noise disturbance by frequent or habitual howling, barking, or other noise making. This section also applies to all private or public facilities, including any animal pounds and kennels that hold or treat animals.~~

4. The repair, modification or testing of any motor vehicle, off-road motor vehicle, motorized watercraft in or near a Class A EDNA residential use district and not in the public right-of-way in such a manner as to cause a noise disturbance or violate the provisions of this chapter.

5. The operation of any loudspeaker or other source of sound in a place of indoor public entertainment which exceeds 85 dBA at any point normally occupied by a person, without a conspicuous and legible sign located outside near the entrance which states:

Warning!

Sound Level Inside May Cause Permanent Hearing Impairment

~~6. The creation of unnecessary or unusually loud noises within the vicinity of a school, hospital, nursing home, court of law, or other areas where quiet is necessary to achieve the objective of this chapter.~~

### **6.36.050      Exemptions Exceptions.**

The following are exemptions from exceptions to the maximum permitted noise levels established in RMC [6.36.030](#):

A. Exceptions Exemptions at Any Time. The following sounds are exempt from exceptions to the provisions of this chapter at any time:

1. The maximum permitted noise levels as established in [6.36.030](#) may be exceeded by five dBA for a total of 15 minutes in any one-hour period, or 10 dBA for a total of five minutes in any one-hour period, or 15 dBA for a total of 1.5 minutes in any one-hour period.
2. Sounds originating from aircraft in flight and sounds that originate at airports which are directly related to flight operations.
3. Sounds created by railroad trains engaged in interstate commerce or mass transit.
- ~~4. Sounds created by truck loading or unloading operations not within 200 feet of a Class A EDNA zone.~~
- ~~4. Sounds created by warning devices not operating continuously for more than five minutes.~~
5. Sounds created by bells, chimes, and carillons.
6. Sounds created by ~~warning devices operating as intended safety and protective devices~~ where noise suppression would defeat the intent of the device ~~or is not economically feasible.~~
- ~~#. Sounds caused by residential generators when operating in an emergency.~~
- ~~#. Sounds from nonresidential generators when operating in an emergency that existed on or before December 24, 1998. New or replacement nonresidential generators are not exempt.~~
7. Sounds originating from City-approved ~~parades and other public~~ events.
- ~~8. Sounds caused by natural phenomena and unamplified human voices. Sounds caused by natural phenomena, unamplified human voices, and undomesticated animals.~~
9. Sounds caused by motor vehicles when regulated by Chapter [173-62](#) WAC.
10. Sounds from the startup of refinery boilers.
11. Sounds caused by emergency equipment and work necessary in the interests of law enforcement or for the safety, health or welfare of the community. Nothing in this section shall be construed to permit law enforcement, ambulance, fire or other emergency

personnel to make excessive noise in the performance of their duties when such noise is clearly unnecessary.

~~#. Sounds from HVAC systems or any equipment used for the heating ventilation, and air conditioning of a property if noise levels do not exceed 55 dBA and the equipment otherwise meets the manufacturing standards for dBA levels.~~

~~#. Recurrent or continuous sounds from manufacturing or industrial uses that existed on or before December 24, 1998.~~

~~#. Within Class A EDNA zones, sounds created by existing electrical substations and stationary equipment used to convey water, wastewater or natural gas by a utility.~~

~~12. Sounds caused by residential generators when operating in an emergency. Commercial generators are not included as an exception.~~

~~13. Sounds created by motor vehicles, licensed or unlicensed, when operated off public highways except when such sounds are received in residential zones (Class A EDNA).~~

~~B. Daytime Exceptions. The following may exceed the maximum permissible noise levels of 6.36.030 on weekdays between the hours of 7:00 a.m. and 10:00 p.m., and on weekends between the hours of 9:00 a.m. and 10:00 p.m.~~

~~1. Sounds originating from residential property related to temporary projects for the maintenance or repair of homes, grounds and appurtenances.~~

~~2. Sounds from new construction, additions or remodels of single-family homes and accessory structures in residential zones (Class A) caused by the homeowner. Sounds from construction by hired contractors shall be limited to the hours specified in subsection E.2 of this section.~~

~~3. Sounds created by the discharge of firearms at authorized shooting ranges.~~

~~4. Sounds created by motorized watercraft.~~

~~5. Sounds from the installation or repair of essential utility services.~~

~~6. Sounds originating from forest harvesting and silvicultural activities.~~

~~7. Sounds created by blasting.~~

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~~C.—*Twenty-Four-Hour Residential Zone Exceptions.* Within residential zones (Class A EDNA), the following activities are subject to the daytime maximum permissible noise levels at all times (24 hours a day):~~

~~1.— Sounds created by existing electrical substations and stationary equipment used to convey water, wastewater or natural gas by a utility.~~

~~2.— Sounds created by sources in industrial and manufacturing districts which, over the previous three years, have consistently operated in excess of 15 hours per day as demonstrated routine or as a consequence of process necessity. Changes in working hours or activity, which would increase the noise allowed under this exception, require the approval of the Administrator.~~

~~D.—*Manufacturing Park Land Rezoned to Residential Zone Exceptions.* Manufacturing Park land that is rezoned to a residential zone on or after April 14, 2007, shall be considered Class C-receiving property and Class A source property for the purpose of calculating maximum permissible noise levels. Interior portions (residences and associated indoor space) of a residential development shall be required to achieve noise attenuation to 45 dBA through insulation, site design, or other methods.~~

~~B. Exemptions with Limited Hours. The activities shown in Table 2 may exceed maximum permissible noise levels during limited hours.~~

~~E.—*Construction Noise Exceptions.*~~

~~1.— Sounds from temporary construction may exceed the maximum permissible noise levels between the hours of 7:00 a.m. and 10:00 p.m. unless it impacts residential zones (Class A EDNA).~~

~~2.— Construction noise that impacts residential zones (Class A EDNA) has the following restricted hours unless it is for single-family home repair, maintenance or construction and meets the requirements set forth in subsections B.1 and B.2 of this section:~~

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|                          |                        |
|--------------------------|------------------------|
| Monday through-Friday:   | 7:00 a.m. to 7:00-p.m. |
| Saturdays:               | 9:00 a.m. to 6:00-p.m. |
| Sunday or Legal-Holiday: | Prohibited             |

(Legal holidays for enforcement of this subsection shall be limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving and Christmas.)

**TABLE 2 Exemptions with Limited Hours**

| Noise Source  | EDNA                           |                                |  |                                |                                |  |
|---|--------------------------------|--------------------------------|--|--------------------------------|--------------------------------|--|
|   | Class A                        |                                |  | Class B or C                   |                                |  |
|   | Monday-Friday                  | Saturday                       | Sunday or Noise Holiday  | Monday-Friday                  | Saturday                       | Sunday or Noise Holiday  |
| <u>Discharge of firearms at shooting ranges operating with a valid business license</u> | <u>10:00 a.m. to 7:00 p.m.</u> | <u>10:00 a.m. to 2:00 p.m.</u> | <u>Sunday: 10:00 a.m. to 2:00 p.m.</u><br><u>Noise Holiday: Prohibited</u> | <u>10:00 a.m. to 7:00 p.m.</u> | <u>10:00 a.m. to 2:00 p.m.</u> | <u>Sunday: 10:00 a.m. to 2:00 p.m.</u><br><u>Noise Holiday: Prohibited</u> |
| <u>Forest harvesting and silvicultural activities</u>                                   | <u>7:00 a.m. to 10:00 p.m.</u> | <u>9:00 a.m. to 10:00 p.m.</u> |  | <u>7:00 a.m. to 10:00 p.m.</u> | <u>9:00 a.m. to 10:00 p.m.</u> |  |
| <u>Construction<sup>1</sup></u>   | <u>7:00 a.m. to 7:00 p.m.</u>  | <u>9:00 a.m. to 6:00 p.m.</u>  | <u>Prohibited</u>  | <u>7:00 a.m. to 10:00 p.m.</u> | <u>9:00 a.m. to 10:00 p.m.</u> | <u>Prohibited</u>  |

|  |  |                                |                                |                                |
|--|--|--------------------------------|--------------------------------|--------------------------------|
| <u>Property maintenance</u>  | <u>7:00 a.m. to 10:00 p.m.</u>   | <u>9:00 a.m. to 10:00 p.m.</u> | <u>7:00 a.m. to 10:00 p.m.</u> | <u>9:00 a.m. to 10:00 p.m.</u> |
| <u>Tower crane assembly and disassembly for a single day<sup>1</sup></u> | <u>5:00 a.m. to 10:00 p.m.</u>   |                                |                                |                                |
| <u>Truck and Railroad Operations<sup>2,3</sup></u>                       | <u>6:00 a.m. to 10:00 p.m. unless conducted entirely within an enclosed structure.</u> |                                | <u>N/A</u>                     |                                |
| <u>Testing of Generators</u>   | <u>8:00 a.m. to 8:00 p.m.</u>  |                                |                                |                                |

<sup>1</sup> Unless a construction permit from the City or another agency establishes more restrictive hours. Deliveries to construction sites must occur during exempt hours.

<sup>2</sup> Within 200 feet of a Class A EDNA zone.

<sup>3</sup> The restriction on hours only applies to uses established after December 24, 1998, or buildings constructed after December 24, 1998.

3. The point of measurement shall be at the property boundary of the receiving property or anywhere within the receiving property.

C 4. The Administrator Planning Director, or the Technical Committee for street and utility projects, may authorize expanded hours for of temporary construction that exceed those identified in Table 2 if at least one of the following criteria is met:

- a. expanded hours are Construction is necessary to accommodate transportation improvements, or other work within the right-of-way, or construction on schools and essential government facilities which that cannot be undertaken during exempt hours. In considering expanded construction hours for street and utility projects, the Administrator Technical Committee shall evaluate the project duration, potential noise impacts, traffic and safety impacts and cost of the project with and without expanded hours. If expanded hours are necessary, only the minimum hours required to accommodate the work will be authorized during non-exempt hours. The person responsible for the construction-related noise must provide notice of the extended

~~hours to nearby occupied residential structures in accordance with the terms of the expanded hours approval document. the Director of Public Works shall cause a public notice board to be posted to inform neighboring property owners of the scope and duration of the construction project. The size, shape, and other characteristics of the public notice board shall be reasonably calculated to provide the required notice, as determined by the Public Works Director.~~

~~b. Emergency work.~~

~~c. Sounds caused by construction will not exceed the maximum permissible noise levels contained in 6.36.030.~~

~~D. The Administrator may authorize hours for noise from shooting ranges that exceed those identified in Table 2 as part of a noise mitigation operating agreement. The Administrator is not required to enter into such an agreement on behalf of the City.~~

~~1. Procedural requirements for owner or operator. The owner or operator of a shooting range must follow these procedures in developing the agreement:~~

~~a. Notify the Administrator in writing of their intent to enter into an agreement. In the case of a new range, the notification must occur six months prior to the range opening.~~

~~b. Obtain the services of a acoustical consultant, engineer, or other qualified expert to assess the property and recommend noise mitigation strategies.~~

~~c. Host a neighborhood meeting at least four months before expiration of the range's business license, or four months prior to opening in the case of a new range. At the meeting the owner or operator of the range must share potential noise mitigation strategies that will be addressed in the proposed agreement and seek community feedback on noise issues of concern.~~

~~d. Provide a complete first draft of the agreement to the City at least three months before expiration of the range's business license, or in the case of a new range, three months prior to the range opening.~~

~~2. Procedural requirements for the City. The City must follow these procedures in developing the agreement:~~

~~a. Attend the required neighborhood meeting described in D.1.c.~~

b. Provide notice by U.S. mail or email as required below to any person who provides their name and either complete mailing address or email address.

c. Post the first complete draft of the agreement to the City's website and notify those who have provided contact information as described above within one week of receiving it.

d. Post the final draft of the agreement and notify those who have provided contact information as described above at least two weeks before taking action.

3. Substantive requirements. The agreement must include the following:

a. Hours of operation.

b. Noise mitigation methods.

c. Noise mitigation targets, expressed in dBA, for each mitigation method. The agreement must specify the measurement methodology for each mitigation strategy.

d. Designated contact person for the range whose responsibility is to receive, disseminate, and respond to communication concerning the agreement.

e. Length of initial term.

The agreement may contain other elements to the extent they do not conflict with the requirements of subsection D.

4. Decision criteria. The Administrator may approve the operating agreement if it meets the following criteria.

a. It provides for equivalent or better noise protection to receiving properties as adherence to the hours shown in Table 2. In making this determination, the Administrator must consider the number of hours of noise exposure and the level of noise exposure. For example, the Administrator may approve an agreement that allows extended operating hours for a range that mitigates noise for receiving properties to levels shown in Table 1.

b. It complies with all other applicable elements of the Redmond Municipal Code and Redmond Zoning Code, such as but not limited to dimensional requirements

c. Development of the agreement met the procedural requirements of subsection D.1 above.

5. Effect of approval.

a. Approved noise mitigation operating agreements become enforceable components of the range's business license upon the effective date of the agreement.

b. The Administrator's decision has no administrative appeal.

6. Term, expiration, and termination.

a. The initial agreement expires with the range's operational license. An evaluation of the agreement's effectiveness in mitigating noise must be conducted during the initial term. The evaluation must be conducted by an acoustical consultant or engineer or other qualified expert hired by the range with the approval of the City. The effectiveness evaluation must make findings concerning the effectiveness of each mitigation strategy with respect to noise mitigation targets stated in the agreement. The City or range may request changes to the agreement arising from the evaluation.

b. Subsequent terms may not exceed five years and must expire at the same time as a range's operational license. All renewals must follow the same procedures as those required for the initial agreement.

c. Agreements automatically expire at the end of their term unless a renewal process is commenced at least six months prior to the agreement's expiration date, in which case the City may in its sole discretion choose to extend the term of the agreement six months in order to conclude the renewal process.

d. The Administrator may terminate the agreement prior to the end of the agreement's term for the following reasons:

i. Failure to implement any of the substantive requirements of the agreement.

ii. Failure to abide by other applicable elements of the Redmond Municipal Code or Redmond Zoning Code.

e. The range owner or operator may terminate the agreement for convenience. Termination for convenience requires three months' written notice to the Administrator.

7. The City may establish fees for processing agreements not to exceed the estimated cost of processing the agreement. Such fees shall be part of a fee schedule adopted by the City Council and made available to the public.

E. Construction Posting Requirements. A sign providing notice of the limitation on construction hours shall be posted on construction sites prior to commencement of any new construction or addition project for a commercial or mixed-use building. The Administrator shall establish standards for size, color, layout, design, wording and placement of the signs.

1. The sign shall be posted in a conspicuous place on the source property where the construction work is occurring.

2. The sign shall provide project contact information, including a regularly monitored phone number for noise concerns to be reported.

### **6.36.060 Restrictions on residential development adjacent to arterials.**

A. This section applies to all residential short plats, subdivisions, and multifamily projects (five or more units) proposed after December 24, 1998.

B. For all residential short plats, subdivisions, and multifamily projects proposed within 100 feet of an arterial or state highway that has an existing or projected traffic volume of 20,000 or more average daily trips, the applicant shall include sound attenuation measures in the site design and/or the design and construction plans of the structure(s).

C. The applicant shall demonstrate that proposed measures provide sound attenuation and that the methods go beyond standard building construction practices. Measures that reduce noise at the site, such as building location, design, berms, noise attenuating fences, and barriers, to help mitigate outside noise exposure shall be used whenever practical in preference to measures which only protect interior spaces. Noise walls over eight feet in height shall be avoided unless all other mitigation measures are determined infeasible and impractical. Blank walls shall be prohibited. The Technical Committee shall approve appropriate methods for reducing noise levels.

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**6.36.070 Arterial improvement requirements.**

A. This section applies to arterial ~~and state highway~~ improvement projects in residential zones (Class A EDNA).

B. In residential zones (Class A EDNA), arterial ~~and state highway~~ improvement projects, not including the addition of walkways, bicycle lanes and minor widening (such as turn lanes), must include a noise analysis of the affected environment by a qualified noise consultant if:

1. The existing or projected noise level exceeds 67 dBA peak noise hour Leq; or
2. The projected exterior noise level as a result of the project is estimated to increase beyond 67 dBA peak noise hour Leq; or
3. The exterior noise level is expected to increase by five dBA or more as a result of the project.

C. The point of exterior noise level measurement for purposes of this section will be five feet above existing grade anywhere along a parallel line 60 feet on either side of the arterial centerline.

D. Noise mitigation measures intended to reduce exterior noise levels to 67 dBA peak noise hour Leq or lower shall be determined by the Technical Committee. Measures such as location, design, setbacks, earthen berms, landscaping and berm/wall barriers shall be used instead of tall, linear, blank walls. Use of noise walls shall be limited or avoided if other feasible measures are available. If noise walls are determined to be necessary, they shall be located to maximize effectiveness and designed to avoid a long, linear, blank appearance. Noise walls shall be limited to the lowest effective height, combined with earthen berms where feasible, screened by landscaping, modulated, and constructed with durable and decorative materials. If additional funding is necessary, the Technical Committee shall make a recommendation to the City Council. The criteria for evaluating noise mitigation measures are:

1. Whether reasonable noise mitigation measures are available which will reduce exterior noise levels by five dBA or more; and
  2. Whether the financial impacts of noise mitigation measures are not disproportionate to the overall cost of the arterial improvement project; and
-

3. Whether benefited property owners contribute to the cost of mitigation; provided, that this factor only applies if existing exterior noise levels exceed 67 dBA peak noise hour Leq; and
4. Whether the benefited community is supportive of noise mitigation measures.

### **6.36.080 — Measurement of sound.**

~~A. *Sound Level Meter.* If the measurement of sound is made with a sound level meter, the instrument shall be in good operating condition and shall meet the requirements for a Type I or Type II instrument, as described in the current American National Standards Institute Specifications.~~

~~B. *Location of Measurement.* Unless otherwise specified, the point of measurement shall be at the property boundary of the receiving property or anywhere within it.~~

~~C. *More than One Edna.* Where a receiving property lies within more than one EDNA, the maximum permissible noise level shall be determined by the most sensitive EDNA.~~

~~D. *Technical Corrections.* When the location, distance or technique prescribed in this chapter for measurement of sound is impractical or would yield misleading or inaccurate results, measurements shall be taken at other locations or distances using appropriate correction factors, as specified by the Administrator or a qualified noise consultant. (Ord. 2590 § 2, 2011).~~

### **6.36.090 — Testing of generators.**

~~A. Sounds caused by residential generators when operating in an emergency are exempt from the maximum permissible dBA levels in 6.36.030.~~

~~B. Nonresidential generators must abide by the maximum permissible dBA levels in 6.36.030. Measures shall be taken to reduce noise, such as relocating, enclosing or screening the noise source, limiting the hours of operation, or other similar measures.~~

~~This shall not apply to nonresidential emergency generators that existed on or before December 24, 1998. New or replacement nonresidential emergency generators shall comply with this section.~~

~~C. Testing of generators shall be limited to after 8:00 a.m. and no later than 8:00 p.m.~~

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## Companion Amendments to Other Titles or Chapters of the RMC

### **RMC 1.01 Code Adoption**

#### 1.01.025 Definitions

Legal holiday. Any holiday observed by the City of Redmond where City Hall is closed.

### **RMC 1.14 Enforcement and Penalties**

#### 1.14.010.C "R – Z" Definitions.

Responsible party. Means, as applicable, the owner of the property upon which the noise disturbance is occurring, the current occupant of the property, and any other person, corporation or other entity responsible for creating or allowing the noise on the property.

### **RMC 6.34.070 Loading operations.**

~~A. This section shall only apply to uses established after December 24, 1998, or buildings constructed after December 24, 1998.~~

~~B. Truck or railroad loading or unloading operations located within 200 feet of a residential zone shall not be conducted between the hours of 10:00 p.m. and 6:00 a.m. unless conducted entirely within an enclosed structure. (Ord. 2589 § 2, 2011).~~

### **RZC 21.58.1600 High Traffic Corridors, BP, MP, and I Zones.**

*Administrative note: The intent is to integrate what is now RMC 6.36.060 into RZC 21.58.1600 because the provisions of RMC 6.36.060 are development regulations and properly belong in the RZC. Changes to RZC 21.58.1600 will be proposed in a separate process since changes to the RZC require review and recommendation by the Planning Commission.*

# Summary of Public Feedback on Proposed Noise Ordinance Amendments

December 2025 – January 2026

## Executive Summary

Two major themes emerged: (1) Strong opposition from Interlake Sporting Association (ISA) members to proposed restrictions on shooting range hours, emphasizing collaboration and sound mitigation instead of time limits; (2) Strong support from nearby residents for limiting or eliminating weekend/evening shooting hours, citing impacts on family life, sleep, and outdoor use. Additional comments addressed citywide noise issues (traffic, landscaping equipment, park events) and enforcement concerns.

## Topical Themes

- Process & Stakeholder Engagement: ISA members urge collaboration; residents note lack of HOA engagement.
- Hours vs. Sound Mitigation: ISA prefers engineering solutions; residents prioritize predictable quiet times.
- Fairness & History: ISA cites long-standing presence; residents argue standards must evolve with growth.
- Health & Well-being: Residents report sleep disruption, stress, and family impacts.
- Measurement & Enforcement: Calls for clear impulsive noise protocols, monitoring, and transparency.
- Environmental & Safety: Concerns about lead contamination and stray bullets.
- Other Noise Issues: Traffic/motorcycles, gas-powered landscaping equipment, and event noise raised by some respondents.

## Frequently Repeated Feedback

### From ISA Members (Opposed to Restrictions):

- ISA has operated since 1947; neighborhood grew around it.
- Restricting hours harms working families and youth programs.

## Attachment B

- Closing Sundays/holidays disproportionately impacts observant Jews.
- City should collaborate and allow ISA-funded sound mitigation.
- Time compression may increase noise intensity.

### From Nearby Residents (Supporting Restrictions):

- Gunfire noise disrupts family life, work-from-home, and outdoor activities.
- Support for clear limits: later starts, earlier ends, no Sundays/holidays.
- Requests for independent monitoring and enforcement.
- Concerns about environmental and safety risks.
- Some advocate relocation or indoor alternatives.

*This summary was created with Copilot.*



Memorandum

Date: 5/5/2026

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 26-289

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 |
| Parks        | Loreen Hamilton | 425-556-2336 |

DEPARTMENT STAFF:

|              |                 |                                     |
|--------------|-----------------|-------------------------------------|
| Public Works | Shailee Jain    | Senior Engineer                     |
| Public Works | Eric Dawson     | Capital Supervisor                  |
| Public Works | Steve Gibbs     | Capital Division Manager            |
| Public Works | Brandon Buehler | Acting Deputy Public Works Director |

**TITLE:**

Progressive Design-Build (PDB) Delivery Method for the Teen Community Center Project

**OVERVIEW STATEMENT:**

Public Works is providing an informational update on the selection of the PDB capital delivery method for the Teen Community Center Project. The purpose of this meeting is to discuss why the PDB method has been selected for this project, highlight where we currently are in that process, and gather feedback or address any questions.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
None
- **Required:**  
Council Action AM No 25-184:  
"Approval to Rebuild the Teen Center on the Same Location. Prioritize Expedience in Construction, Centering Teen Voices in the Design Process, and Including Music Performance Space and a Dedicated Recording Studio to

Continue the Old Firehouse Teen Center Legacy”

- **Council Request:**  
None
- **Other Key Facts:**  
None

**OUTCOMES:**

The use of PDB will allow a collaborative Validation phase where scope, budget, and community priorities will be refined together in real time. This approach will improve cost transparency, reduce rework, and accelerate overall project delivery.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Community engagement will be a key part of the project moving forward. An engagement plan will be developed as part of the project.
- **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:**

The Teen Community Center Project has been discussed with Council in several meetings. However, the tables below have been left blank because PDB for the Teen Community Center project is being brought to the Council for the first time. The memorandum, included as Attachment A, was circulated to Council via email on April 22, 2026.

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

See Attachment A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Recommendation to Pivot to Progressive Design-Build for Teen Community Center Project

## Subject: Recommendation to Pivot to Progressive Design-Build for Teen Community Center Project

Public Works is planning to pivot the capital delivery method for the Teen Community Center Project from traditional design-bid-build to Progressive Design-Build (PDB), consistent with the approach currently used for the MOC.

This recommendation is based on discussions with subject matter experts, including four architects, an outreach consultant, an Owner's Representative, and a contractor.

### Why PDB?

The project scope and budget are not yet fully defined. Under a traditional design-bid-build approach, this work would typically occur through a separate master planning process, including community engagement, followed by design and bidding.

Using Progressive Design-Build allows planning work to occur during the Validation phase of the contract, bringing together the City, designer, contractor, and community stakeholders in a single collaborative process to define project goals, refine the scope, and establish a reliable budget. Rather than the traditional sequential approach—engaging the community, developing a design and cost estimate, and then returning to adjust scope if costs are too high—Validation enables stakeholders to work together in real time. This allows for immediate understanding of the cost implications of different program and design decisions as they are made, improving transparency, supporting more informed tradeoffs, and reducing the overall time needed to align scope, schedule, and budget.

PDB also supports a more efficient timeline. While Validation requires upfront coordination, it allows overlap between design and construction activities, thereby accelerating overall project delivery.

### Considerations

Pursuing PDB will require upfront time to obtain approval from the Project Review Committee (PRC). However, this is expected to be offset by schedule efficiencies later in the project, including the potential to begin construction and procure long-lead materials earlier.

### Next Steps

- Hire an Owner's Representative and apply to the Project Review Committee (PRC) for consideration of alternative project delivery (April-June 2026)

- Reach out to potential Progressive Design-Build (PDB) teaming partners (April-June 2026)
- If PRC approval is obtained, issue a Request for Qualifications (RFQ) and select a PDB team (July-September 2026)
- Begin Validation (October 2026)

Once the owner's representative is selected, the City can begin developing the initial stakeholder identification and engagement, which will further inform and refine the validation process.



**PLANNING COMMISSION REPORT AND RECOMMENDATION TO CITY COUNCIL**

February 11, 2025

|                             |  |              |
|-----------------------------|--|--------------|
| <b>Project File Number:</b> | LAND-2025-00259   SEPA-2025-00258                          |              |
| <b>Proposal Name:</b>       | Land Use Map and Zoning Map Amendments - 6900 188th Ave NE |              |
| <b>Applicant:</b>           | City of Redmond  |              |
| <b>Staff Contacts:</b>      | Glenn Coil, Sr. Planner                                    | 425-556-2742 |

**FINDINGS OF FACT**

**Public Hearing and Notice**

- a. **Planning Commission Study Sessions and Public Hearing Dates**
  - i. The City of Redmond Planning Commission held study sessions on Nov. 19 and Dec. 17, 2025, and Jan. 14, 2026.
  - ii. The City of Redmond Planning Commission held a public hearing on the proposed amendments on Dec. 17, 2025. Comments received are provided as Appendix E Written Public Comments.
- b. **Notice and Public Involvement**

The public hearing notice was published in the Seattle Times on Nov. 26, 2025 in accordance with RZC 21.76.080 Review Procedures. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies. Additional public outreach included:

  - i. Posting of an extraordinary sign per RZC 21.76.080.F.5.b;
  - ii. Posting on the City Comprehensive Plan Docket webpage; and
  - iii. Notice of the public hearing and study sessions sent through the “Plans, Policies, and Regulations” e-newsletter.

**Redmond Comprehensive Plan Amendment Summary and Criteria Evaluation**

The property located at 6900 188<sup>th</sup> Ave NE, in SE Redmond, parcel number 128630-0012, also known as Lot 7 in the Taylor-Magnussen Development Agreement, and also known as Redmond Flex, is 5.82 acres in size, with the western 1.0 acre having a land use designation of Citywide Mixed Use and the remainder 4.82 acres designated on the Land Use Map as Business Park.

The proposal is to redesignate Business Park portion to Citywide Mixed-Use so the whole parcel has consistent land use.

This amendment is concurrent with a zoning map amendment for the same property.

Current and proposed Land Use Designations adopted in the Redmond 2050 Comprehensive Plan – [Land Use Chapter](#):

**Citywide Mixed-Use**

LU-36

Maintain and enhance a well-distributed system of mixed-use areas at a variety of scales outside of Redmond’s centers. Encourage land uses that support or provide services to adjacent land uses and that encourage accessible and active transportation and transit use.

LU-37

Ensure that mixed-use areas are located, designed, and developed to:

- o Locate businesses rather than parking areas along the street;
- o Provide housing;
- o Encourage compact development and use of accessible and active transportation;
- o Avoid impacts on adjacent residential uses, including impacts that could result in pressure to convert these adjacent uses to commercial uses.

**LU-38 - Citywide Mixed-Use Designation**

- Purpose.
  - o Provide for housing and businesses that offer goods and services for the greater Redmond community. Locate and develop these mixed-use areas outside of designated centers.
- Allowed Uses.
  - o Implement this designation throughout the mixed-use zones to allow a range of development intensity between neighborhood-scale intensities and center-scale intensities, to provide goods and services to the community.
  - o Permit housing, retail, service, cultural and recreational amenities, and other businesses that serve the needs of the community in these zones.

**Business Park**

**LU-39 - Business Park Designation**

- Purpose.
  - o Provide for business and manufacturing employment opportunities that involve limited outdoor storage and include compatible uses that serve employees of the immediate area.
- Allowed Uses.
  - o Permit uses such as research and development, software development, advanced technology industries, wholesale businesses, adult entertainment, certain manufacturing businesses, associated offices, schools, and similar uses.
  - o Permit support services and uses that reinforce the creation of complete neighborhoods.
  - o Examples of compatible uses include business services that directly support surrounding businesses and limited retail and service activities, such as restaurants, day cares, and fitness centers, that serve employees and residents in the immediate areas.

| <b>RZC 21.76.070.J COMPREHENSIVE PLAN AMENDMENT CRITERIA</b><br><i>(Full staff analysis attached as Attachment A)</i>  | <b>MEETS/<br/>DOES NOT<br/>MEET</b> |
|--|-------------------------------------|
| a. Consistency with the Growth Management Act (GMA), the State of Washington Department of Commerce Procedural Criteria, Vision 2050 or its successor, and the King County Countywide Planning Policies (CPPs);  | <b>MEETS</b>                        |
| b. Consistency with the Comprehensive Plan policies and the designation criteria;  | <b>MEETS</b>                        |
| c. Potential impacts to vulnerable community members;  | <b>MEETS</b>                        |
| d. Potential economic impacts;   | <b>MEETS</b>                        |
| e. Potential impacts to the ability of the City to provide equitable access to services;   | <b>MEETS</b>                        |
| f. Potential impacts to the natural environment, such as impacts to critical areas and other natural resources;  | <b>MEETS</b>                        |
| g. The capability of the land for development, including the prevalence of environmentally critical areas;   | <b>MEETS</b>                        |
| h. Whether the proposed land use designations or uses are compatible with nearby land use designations or uses;  | <b>MEETS</b>                        |
| i. If the amendment proposes a change in allowed uses in an area, the need for the land uses that would be allowed, and whether the change would result in the loss of the capacity to accommodate other needed land uses;   | <b>MEETS</b>                        |
| j. Consistency with the preferred growth and development pattern in the Land Use Element of the Comprehensive Plan;  | <b>MEETS</b>                        |
| k. The proposed amendment addresses significantly changed conditions. In making this determination, the following shall be considered:<br>i. Unanticipated consequences of an adopted policy, or<br>ii. Changed conditions on the subject property or its surrounding area, or<br>iii. Changes related to the pertinent plan map or text; and<br>iv. Where such a change of conditions creates conflicts in the Comprehensive Plan of a magnitude that would need to be addressed for the Comprehensive Plan to function as an integrated whole. | <b>MEETS</b>                        |

**Redmond Zoning Code Map Amendment Summary**

The property located at 6900 188<sup>th</sup> Ave NE, in SE Redmond, parcel number 128630-0012, also known as Lot 7 in the Taylor-Magnussen Development Agreement, and also known as Redmond Flex, is 5.82 acres in size, with the western 1.0 acre zoned Corridor Mixed Use and the remainder 4.82 acres zoned Business Park.

The proposal is to rezone the Business Park to Corridor Mixed-Use so that the entire parcel has consistent zoning.

Purpose Statements for Current and Proposed Zones:

**RZC 21.08.100.C. Mixed-Use Zones.**

There are two citywide mixed-use zones: Corridor Mixed-Use (CMU) and Urban Mixed-Use (UMU). The integration of residential, commercial, and recreational spaces fosters vibrant, walkable, and economically robust areas that cater to the diverse needs of our community.

1. Corridor Mixed-Use Purpose. This zone accommodates a broad mix of commercial uses and low- to medium-density mixed-use housing along transit corridors.

**RZC 21.14.030 Business Park.**

A. Purpose. The purpose of the Business Park (BP) zone is to provide business and manufacturing employment opportunities that complement commercial activities typically found in Downtown, involve limited outdoor storage, and include a high level of amenities. The Business Park zone provides areas to locate research and development, software development, advanced technology industries, wholesale businesses, manufacturing businesses with largely indoor operations, offices associated with these uses, and uses that require large floor plates, such as major medical facilities. Compatible uses that directly support surrounding business park uses, such as restaurants, fitness centers, and cannabis retail sales, are allowed. This zone is not intended for uses that primarily serve the general public.

| <b>RZC 21.76.70.AF – MAP AMENDMENT CRITERIA</b> |   | <b>MEETS/<br/>DOES NOT<br/>MEET</b> |
|---|---|-------------------------------------|
| 1   | The amendment complies with the Comprehensive Plan Land Use Map, policies, and provisions;  | <b>MEETS</b>                        |
| 2   | The amendment bears a substantial relation to the public health and safety;   | <b>MEETS</b>                        |
| 3   | The amendment is warranted because of changed circumstances, a mistake, or because of a need for additional property in the proposed zoning district;   | <b>MEETS</b>                        |
| 4   | The subject property is suitable for development in general conformance with zoning standards under the proposed zoning district;   | <b>MEETS</b>                        |
| 5   | The amendment will not be materially detrimental to uses or property in the immediate vicinity of the subject property;   | <b>MEETS</b>                        |
| 6   | Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;   | <b>MEETS</b>                        |
| 7   | The probable adverse environmental impacts of the types of development allowed by the proposed zone can be mitigated, taking into account all applicable regulations or the unmitigated impacts are acceptable; and | <b>MEETS</b>                        |
| 8   | The amendment complies with all other applicable criteria and standards in the RZC.   | <b>MEETS</b>                        |

### Staff Analysis

The staff analysis for this proposal can be found in **Attachment A** to the Technical Committee Report (Appendix F).

### Recommended Conclusions of the Technical Committee

On November 12, 2025 the Technical Committee reviewed amendments to the Land Use Map of the Comprehensive Plan and the Zoning Map identified as **Attachment B to the Technical Committee Report**, and found the amendments to be **consistent** with applicable review criteria and therefore recommended **approval with no additional conditions**.

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## RECOMMENDED CONCLUSIONS

The Planning Commission has reviewed:

- A. *Applicable criteria for approval: RZC 21.76.070 Criteria for Evaluation and Action, and*
- B. *The Technical Committee Report (**Appendix F**).*

### Summary of Planning Commission Discussion Issues

Planning Commissioners discussed the following topics that are detailed further in the **Issues Matrix - Appendix A**, as well as in meeting minutes from the public hearing (**Appendix D**).

- How much land is designated/zoned for Business Park and the allowed uses.
- Concerns over the loss of lands zoned for Business Park uses and related jobs versus land needed for housing.
- The origin of the split zoning and the designations of Neighborhood Commercial/ Corridor Mixed-Use on one acre of the parcel.
- Future plans for other properties in the area, including the Lake Washington School District property to the north.
- Impacts to other land use/zoning designations in the area including the Manufacturing Park (MP) zone.
- Redevelopment potential for existing Business Park lands, and comparisons to other neighboring cities.

### Recommendation

After consideration of the issues above, the Planning Commission concluded that the proposed amendments to the Land Use Map of the Comprehensive Plan and the Zoning Map should not be adopted and therefore recommended **Denial**.

Vote to DENY recommendation: 5-2.

Planning Commission Report - Findings and Conclusions  
2025-26 Annual Docket of Comprehensive Plan Amendments  
Land Use Map and Zoning Map Amendments - 6900 188<sup>th</sup> Ave NE

February 11, 2026

Planning Commission letters from Chair Weston and Commissioner Aparna that supported denial are included in **Appendix B**.



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Carol Helland  
Planning and Community Development Director

Signed by:  
  
2E66B184628E4A6...

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Susan Weston  
Planning Commission Chair

### Attachments

- A. Proposed Amendments to the Land Use Map and Zoning Map - 6900 188th Ave NE

### Appendices

- A. Planning Commission Issues Matrix - Final
- B. Letters from Individual Commissioners
- C. Public Hearing Notice
- D. Public Hearing Minutes - Dec. 17, 2025
- E. Written Public Comments
- F. Technical Committee Report with Attachments
  - A. Staff Compliance Review and Analysis
  - B. Proposed Amendments to the Land Use Map and Zoning Map - 6900 188th Ave NE
  - C. SEPA Threshold Determination

Attachment A

### Comp Plan LU Map & Zoning Map Amendments: 6900 188<sup>th</sup> Ave. NE

