

City of Redmond



Agenda

Tuesday, February 6, 2024

4:30 PM

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

Committee of the Whole - Planning and Public Works

Committee Members

Melissa Stuart, Presiding Officer

Jeralee Anderson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Angie Nuevacamina

Osman Salahuddin

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

AGENDA

ROLL CALL

1. Appointment of Board Members to Cascade Water Alliance [CM 24-005](#)

[Attachment A: Resolution - Board Member Appointments](#)

Department: Executive, 10 minutes

Requested Action: Consent, February 20th

Legislative History

1/23/24	Committee of the Whole - Parks and Environmental Sustainability	referred to the Committee of the Whole - Planning and Public Works
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2. Ordinance Amending; RMC Chapter/Titles: 15.08, Building Code, 15.12 Electrical Code, 15.14 Mechanical Code, 15.16 Plumbing Code, 15.18 Energy Code, 15.26 Wildland-Urban Interface Code [CM 24-011](#)

[Attachment A: Ordinance](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, February 20th

Legislative History

5/23/23	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council
6/6/23	City Council	presented

3. Adoption of a Resolution Approving the Allocation of \$955,200 to A Regional Coalition for Housing (ARCH) for the Development of Affordable Housing. [CM 24-019](#)

[Attachment A: ARCH 2023 Resolution](#)

[Attachment B: Member City Council Recommendation Memo](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, February 20th

4. Approval of the Redmond Technology Station Operations and Maintenance Agreement [CM 24-018](#)

[Attachment A: Draft Operations and Maintenance Agreement](#)

[Attachment B: Exhibit A to Operations and Maintenance Agreement](#)

Department: Planning and Community Development/Public Works, 5 minutes

Requested Action: Consent, February 20th

5. Approve Final Contract with Harbor Pacific Contractors in the Amount of \$9,100,463 and Accept Construction for the Wastewater Pump Station 13 Replacement Project. [CM 24-678](#)

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

Department: Public Works, 5 minutes

Requested Action: Consent, February 20th

6. Approve Final Contract with NPM Construction in the Amount of \$314,522 and Accept Construction for the Three Rapid Rectangular Flashing Beacon Crosswalks Project. [CM 24-024](#)

[Attachment A1: Pedestrian Crossing 116th and 159th Project Information Sheet and Vicinity Map](#)

[Attachment A2: RRFB 180th-70th and Bear Creek-159th Project Information Sheet and Vicinity Map](#)

[Attachment B: Additional Project Information](#)

Department: Public Works, 5 minutes

Requested Action: Consent, February 20th

7. Approve Final Contract with Westwater Construction Company and Accept Construction, in the amount of \$1,286,240, for the Redmond Way/ELSP/180th Ave NE Intersection Improvements [CM 24-026](#)

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

Department: Public Works, 5 minutes

Requested Action: Consent, February 20th

8. Adoption of an Ordinance Establishing Apprenticeship Requirements for City-Funded Public Works Contracts of \$1,000,000 or More

[Attachment A: Ordinance](#)

Department: Public Works, 10 minutes

Requested Action: Consent, February 20th

9. Budget increase for the Redmond Senior and Community Center of \$3,700,000 for a total project budget of \$61,700,000

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

Department: Public Works/Parks and Recreation, 15 minutes

Requested Action: Consent, February 20th

ADJOURNMENT

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



Memorandum

Date: 2/6/2024

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

File No. CM 24-005

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files, Chief Operating Officer	425-556-2166
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DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:

Appointment of Board Members to Cascade Water Alliance

OVERVIEW STATEMENT:

As a member of Cascade Water Alliance (CWA), the City of Redmond is bound by the Joint Municipal Utility Services Agreement with CWA. CWA requires Council pass a Resolution to appoint board members to the Cascade Water Alliance Board. Through the attached resolution the Mayor would be reappointed as the primary Board Member and Councilmember Nuevacamina would be appointed as the alternate.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
The Comprehensive Plan and the Water Systems Plan.
- **Required:**
Article 4, Section 4.1 of the Joint Municipal Utilities Agreement between the City of Redmond and CWA.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Article 4, Section 4.1 of the CWA Agreement outlines the governance structure of CWA. It states that CWA is governed by a Board of Directors consisting of one individual representative appointed by resolution of the Member's legislative

authority. Members may similarly appoint alternate board members. Each board member and alternate board member must be an elected official of the Member organization.

The attached resolution reappoints Mayor Angela Birney as the primary Board Member and Councilmember Nuevacamina as the alternate.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
Offer No. 0000003 Safe and Reliable Drinking Water

Budget Priority:
Healthy and Sustainable

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
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Date: 2/6/2024

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

File No. CM 24-005

Type: Committee Memo

1/23/2024	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction
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Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/20/2024	Business Meeting	Approve

Time Constraints:

There are no time constraints for this action.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the Mayor would continue to serve as the primary board member until such time as the Council appointed another member. The City would not have an alternate for the CWA Board.

ATTACHMENTS:

Attachment A: Resolution

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF REDMOND, WASHINGTON, REAPPOINTING MAYOR
ANGELA BIRNEY AS THE CITY'S PRIMARY BOARD
MEMBER AND COUNCILMEMBER ANGIE NUEVACAMINA AS
THE CITY'S ALTERNATE BOARD MEMBER TO CASCADE
WATER ALLIANCE

WHEREAS, the City of Redmond is a member of Cascade Water Alliance (CWA), a regional entity dedicated to promoting cooperative use of water and the development of new regional water supplies; and

WHEREAS, the Cascade Water Alliance is governed by a Board of Directors consisting of one representative from each of the members; and

WHEREAS, the interlocal agreement creating the Cascade Water Alliance provides that each member will appoint its Board Member and an alternate Board Member by resolution.

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

Section 1. Appointment of Primary and Alternate Board Member to Cascade Water Alliance Board. Mayor Angela Birney is hereby reappointed to serve as the City of Redmond's primary Board Member and Councilmember Angie Nuevacamina is hereby appointed to serve as the City of Redmond's alternative Board Member on the Cascade Water Alliance Board of Directors.

Section 2. Prior Resolution Superseded. Resolution
No. 1510 is hereby superseded.

ADOPTED by the Redmond City Council this 20th day of February
2024.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

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



Memorandum

Date: 2/6/2024

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

File No. CM 24-011

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
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DEPARTMENT STAFF:

Planning and Community Development	Jason Lynch	Deputy PCD Director - Building Official
Planning and Community Development	Travis Salley	DSC Manager - Building Plan Review

TITLE:

Ordinance Amending; RMC Chapter/Titles: 15.08, Building Code, 15.12 Electrical Code, 15.14 Mechanical Code, 15.16 Plumbing Code, 15.18 Energy Code, 15.26 Wildland-Urban Interface Code

OVERVIEW STATEMENT:

The City is required to align its codes and regulations with the latest editions and technical standards mandated in the State Building, Electrical, Energy, Mechanical, Plumbing, and Wildland-Urban Interface Codes. Optional appendices are also available for contemporaneous adoption at the City's discretion. Updates occur on a three-year cycle and generally go into effect on July 1. Actions by the State Building Code Council (SBCC) delayed the effective date of this adoption, with the anticipated date to be March 15, 2024. The Electrical Code is typically adopted one year after the Building, Energy, Mechanical and Plumbing Codes. Due to the State delay of these codes, the Electrical Code is anticipated to be adopted April 1, 2024.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Municipal Code; Redmond Environmental Sustainability Action Plan Strategy B1.4.
- **Required:**
RCW 19.27.031 State Building Code
- **Council Request:**

N/A

- **Other Key Facts:**

Routine amendment and adoption of State and Local Codes occurs every three years.

OUTCOMES:

As originally proposed, this year's adoption requires updates to the Redmond administrative and enforcement provisions. Updates to align with mandated codes would help protect personal and commercial real estate investments by providing a minimum level of construction quality and safety. Consistent building, mechanical, plumbing, electrical, energy, and wildland-urban interface codes help the design and construction community develop products around a common set of laws, codes, and standards. In the Residential Building Code, Optional Appendix T was also included as a component of this adoption cycle to advance Strategy B1.4 of the Redmond Environmental Sustainability Action Plan.

During the May 23, 2023, Parks and Environmental Sustainability Committee of the Whole meeting, the City Council directed staff to place the code adoption, including Appendix T, on the June 6 Regular Business Meeting for approval. However, the State Building Code Council voted on May 24, 2023, to delay the effective date of the 2021 codes for 120 days, which changed the effective date from July 1, 2023, to October 29, 2023. On September 15, 2023, the State Building Code Council agreed on another delay. The new effective date for all building codes is anticipated to be March 15, 2024. The effective date for the electrical code is anticipated to be April 1, 2024.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

Building code amendments are generally updated by the state on a three-year cycle. In order to create predictability for the development community, Redmond adopts mandated amendments contemporaneously with the state effective date.

- **Outreach Methods and Results:**

Notification of the code update is provided on the Development Services Center web pages and is physically posted in the Development Services Center. Stakeholder groups such as OneRedmond Government Affairs and Master Builders Association of King and Snohomish Counties are also notified.

- **Feedback Summary:**

One Redmond Government Affairs members were briefed on the 120-day delay on May 25, 2023. Stakeholder groups are ready to have a clear path to move forward with their permitting and development.

BUDGET IMPACT:

Total Cost:

Cost is included in the ongoing operational costs of the Divisions responsible for permit review.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

Development Services 000042

Budget Priority:

Safe and Resilient
Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

General Fund and revenue collected from fees

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/23/23	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
6/6/23	Business Meeting	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/20/24	Business Meeting	Approve

Time Constraints:

The State adoption is currently anticipated to become effective on March 15, 2024. The State electrical code adoption is currently anticipated to become effective on April 1, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

If Redmond does not adopt the new codes when they become effective, there could be a negative fiscal impact on our Building Code Effectiveness Grading Schedule (BCEGS) classification which is used by property/casualty insurers in determining rates paid by building owners in our jurisdiction. Our current BCEGS rating is a two (2) which is the second-highest rating. The rating is dependent upon; code adoption, staff qualifications, public awareness, and structural provisions.

ATTACHMENTS:

Attachment A: Original Ordinance Amending; RMC Chapter/Titles: 15.08, Building Code, 15.12, Electrical Code, 15.14 Mechanical Code, 15.16 Plumbing Code, 15.18 Energy Code, 15.26 Wildland-Urban Interface Code

CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING RMC CHAPTERS 15.08,
BUILDING CODE; 15.12, ELECTRICAL CODE; 15.14,
MECHANICAL CODE; 15.16, PLUMBING CODE;
15.18, ENERGY CODE, AND ADDING 15.26,
WILDLAND-URBAN INTERFACE CODE, TO UPDATE
THE CITY'S BUILDING AND CONSTRUCTION CODES
TO REFLECT CURRENT STATE STANDARDS

WHEREAS, RCW 19.27.031 mandates that all cities use and enforce the State Building Code adopted by the State Building Code Council; and

WHEREAS, RCW 19.27A.20 mandates that all cities use and enforce the current versions of the Washington State Energy Code adopted by the State Building Code Council; and

WHEREAS, effective March 15, 2024, the State Building Code Council has adopted the 2021 Editions of the International Building Code, International Residential Code, International Mechanical Code, Uniform Plumbing Code, Washington State Energy Code, International Wildland-Urban Interface Code, and

WHEREAS, effective April 1, 2024, the Washington State Department of Labor & Industries has adopted the 2023 Edition of the National Electrical Code, and

WHEREAS, the Redmond Environmental Sustainability Action Plan requires "solar-ready" and EV-ready infrastructure for all new commercial and residential

development, the City is also electing to adopt optional solar-ready provisions for detached one- and two-family dwellings and townhouses (Appendix T).

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

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

Section 2. Amendment of Chapter. RMC 15.08, Building Code, is here hereby amended to read as follows:

Chapter 15.08 BUILDING CODE*

Sections:

- 15.08.010** **Short title.**
- 15.08.020** **Adoption.**
- 15.08.030** **Public inspection.**
- 15.08.040** **Deletions.**
- 15.08.050** **Amendments to the International Building Code.**
- 15.08.055** **Amendments to the International Existing Building Code.**
- 15.08.060** **Amendments to the International Residential Code.**
- 15.08.070** **Complete application for permit.**
- 15.08.080** **Enforcement and penalties.**

Prior legislation: Ords. 1926, 2014, 2215.

* Formerly Chapter 20E.10 RCDG.

15.08.010 Short title.

This chapter and amendments hereto shall constitute the "Building Code" of the City and may be cited as such. (Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2729 § 3 (part), 2014; Ord. 2346 § 1 (part), 2007; Ord. 2219 § 2 (part), 2004).

15.08.020 Adoption.

~~[The International Building Code, 2018 Edition, published by the International Code Council, with the additions, deletions and exceptions as set forth in Chapter 51-50 WAC, and the International Residential Code, 2018 Edition, published by the International Code Council, with the additions, deletions and exceptions as set forth in Chapter 51-~~

51 WAC, are hereby adopted by this reference and incorporated herein as if set forth in full as the Building Code for the City, except such portions as may be deleted, modified or amended by this chapter.]

The 2021 edition of the International Building Code as published by the International Code Council is hereby adopted by reference with the exceptions noted in chapter 51-50 of the Washington Administrative Code. The 2021 edition of the International Existing Building Code, as published by the International Code Council is included in the adoption of this Code with the exceptions noted in WAC 51-50-480000. A117.1-2017 is adopted pursuant to chapters 70.92 and 19.27 RCW.

The 2021 edition of the International Residential Code as published by the International Code Council is hereby adopted by reference with the exceptions noted in chapter 51-51 of the Washington Administrative Code. Chapters 11 and 25 through 43 of this code are not adopted.

The Building Official may use appendices for guidance in interpreting and administering the Building Code and the provisions of this chapter. Further, the following appendix chapters are specifically adopted:

International Building Code:	
Appendix E,	Supplemental Accessibility Requirements;
Appendix I,	Patio Covers
<u>International Existing Building Code:</u>	
<u>Appendix A,</u>	<u>Seismic Retrofit of Existing Buildings</u>
International Residential Code:	
Appendix A,	Sizing and Capacities of Gas Piping; except for liquefied petroleum gas installations;
Appendix B,	Size of Venting Systems Serving Appliances Equipped with Draft Hoods, Category 1 Appliances and Appliances Listed for Use and Type B Vents;
Appendix C,	Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems;
Appendix F,	[Passive] Radon Gas Controls;
Appendix H,	Patio Covers;
<u>Appendix Q,</u>	<u>Tiny Homes</u>
<u>Appendix T,</u>	<u>Solar-ready provisions-detached one- and two-family dwellings and townhouses.</u>
Appendix U,	Dwelling Unit Fire Sprinkler Systems

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2729 § 3 (part), 2014; Ord. 2346 § 1 (part), 2007; Ord. 2219 § 2 (part), 2004).

15.08.030 Public inspection.

The City shall at all times keep on file with the City Clerk, for reference by the general public, not less than one copy of the codes and resolutions, or parts thereof, as herein adopted by reference, together with the amendments and supplements thereto herein made a part of this chapter.

The copies of the codes on file may be placed by the City Clerk in the custody of the Building Official in order to make them more readily available for inspection and use by the general public.

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016: Ord. 2729 § 3 (part), 2014: Ord. 2346 § 1 (part), 2007: Ord. 2219 § 2 (part), 2004).

15.08.040 Deletions.

A. The following sections of the **2021** International Building Code, [~~2018 Edition~~], are hereby deleted:

1. Section 101.4.4 – Property maintenance.
2. Section 105.1.1 – Annual permit.
3. Section 105.1.2 – Annual permit records.
4. [~~Section 113 – Board of Appeals.~~]

B. The following sections of the 2021 International Existing Building Code, are hereby deleted:

1. **Section 105.1.1 Annual permit.**
2. **Section 105.1.2 Annual permit records.**

~~[B. The following sections of the 2021 International Residential Code, [2018 Edition], are hereby deleted:~~

1. [~~Section R112 – Board of Appeals.~~]
2. ~~Chapters 11 and 25 through 43 (Chapter [51-51](#) WAC).~~

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016: Ord. 2729 § 3 (part), 2014: Ord. 2346 § 1 (part), 2007: Ord. 2219 § 2 (part), 2004).

15.08.050 Amendments to the International Building Code.

The following sections of the International Building Code adopted by this chapter are hereby amended to read as follows:

A. Amend Section 101.1, Title.

These regulations shall be known as the “Building Code of the City of Redmond,” hereinafter referred to as “this code.”

B. Amend Section 101.4, Referenced Codes.

The other codes listed in Sections 101.4.1 through [~~101.4.6~~] **101.4.7** and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the International Fuel Gas Code as adopted in Chapter [15.14](#) RMC shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the International Mechanical Code as adopted in Chapter [15.14](#) RMC shall apply to the installation, alteration, repair and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the Uniform Plumbing Code as adopted in Chapter [15.16](#) RMC shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the State of Washington requirements for private sewage disposal shall apply to private sewage disposal systems.

101.4.4 Property Maintenance is not adopted.

101.4.5 Fire Prevention. The provisions of the International Fire Code as adopted in Chapter [15.06](#) RMC shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the Washington State Energy Code as adopted in Chapter [15.18](#) RMC shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing Buildings. The provisions of the International Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

C. Amend Section 105.2, Work Exempt from Permit.

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area ~~does not exceed~~ **is not greater than** 200 square feet (18.58 m²).
2. Fences not over 7 feet (2,134 mm) high.
3. Repealed by Ord. [2452](#).
4. Retaining walls ~~[which]~~ **that** are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
5. Water tanks supported directly on grade if the capacity ~~does not exceed~~ **is not greater than** 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2 to 1.
6. Sidewalks, driveways and detached decks not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below and are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy ~~[as applicable in Section 101.2, which]~~ **that** are less than 24 inches (610 mm) deep, ~~[do not exceed]~~ **are not greater than** 5,000 gallons (18,925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, ~~[and]~~ not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family dwellings.
12. ~~Window awnings supported by an exterior wall which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support of Group R-3, as applicable in Section 101.2, and Group U occupancies.~~ **Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372mm) from the exterior wall and do not require additional support.**

13. Nonfixed and movable fixtures, cases, racks, counters, and partitions not over 5 feet 9 inches (1,753 mm) in height.

Electrical:

1. Repairs and maintenance: Class A Basic Electrical Work as defined in RCW [19.28.006](#).
2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but do apply to equipment and wiring for power supply and the installations of towers and antennas.
3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.
4. Electrical and telecommunications utility companies: The provisions of this code shall not apply to electrical and telecommunications utility companies as specified in RCW [19.28](#) and WAC [296-46B](#).

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste, or vent pipe provided, however, that if any concealed trap, drainpipe, water, soil, waste, or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

D. Amend Section 105.3.2, Time Limitation of Application.

An application for permit for any proposed work shall be deemed to have been abandoned 365 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.

E. Amend Section 105.5, Expiration.

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 365 days after its issued, or if the work authorized on the site by such permit is suspended or abandoned for a period of 365 days after the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.

F. Amend Section 109.2, Schedule of Permit Fees.

On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with Redmond Zoning Code Section [21.76.030](#), Application Requirements, as said section currently exists or is hereafter amended, modified or recodified.

G. Amend Section 109.3, Building Permit Valuations.

The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official. Construction valuations for new square footage shall be calculated according to, IBC Building Area definition.

H. Amend Section 109.4, Work Commencing Before Permit Issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a special investigation fee. The investigation fee shall be equal to the amount of the permit fee that would be required by this code if a permit were to be issued. An investigation fee, in addition to the permit fee, may be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code, nor from any penalty prescribed by law.

I. ~~[Add]~~ Amend Section 113, Means of Appeal.

Appeals of orders, decisions or determinations made by the Building Official related to the application or interpretation of this code shall be made pursuant to Redmond Zoning Code Section 21.76.060(I), Appeals of Type I and II Permits, as said section currently exists or is hereafter amended, modified or recodified.

The provisions of this section shall not preclude the Building Official from convening a Code Advisory Body comprised of members who are qualified by experience and training to pass on matters pertaining to building construction.

J. Amend Section 116.3, Notice.

If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure as provided in RMC [15.08.080](#), Enforcement and Penalties.

K. Amend Section 116.4, Method of Service.

The notice and order and any amended or supplemental notice and/or order shall be served as provided in RMC [15.08.080](#), Enforcement and Penalties.

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2822 § 1, 2016; Ord. 2787 § 1 (Exh. 1 and Att. C), 2015; Ord. 2729 § 3 (part), 2014; Ord. 2596 § 2 (part), 2011; Ord. 2452 § 2, 2009; Ord. 2346 § 1 (part), 2007; Ord. 2270 § 1, 2005; Ord. 2219 § 2 (part), 2004).

15.08.055 Amendments to the International Existing Building Code.

The following sections of the International Existing Building Code adopted by this chapter are hereby amended to read as follows:

A. Amend Section 101.1, Title.

These regulations shall be known as the “Existing Building Code of the City of Redmond,” hereinafter referred to as “this code.”

B. Amend Section 103.1, Creation of agency.

The “department of building safety” is hereby created, and the official in charge thereof shall be known as code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

~~[A. Section 105.2 Work Exempt from Permit is not adopted. The provisions for work exempt from permit as adopted in RMC [15.08.050.C](#) Item 3 shall apply.]~~

C. Amend Section 105.2, Work Exempt from Permit.

RMC [15.08.050.C](#) shall apply.

~~[B. Amend Section 105.3.2, Time Limitation of Application. An application for a permit for any proposed work shall be deemed to have been abandoned 365 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the code official is authorized to grant one or more extensions of time for additional periods not exceeding 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.]~~

D. Amend Section 105.3.2, Time Limitation of Application.

RMC [15.08.050.D](#) shall apply

~~[C. Section 105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 365 days after its issuance, or if the work authorized on site by such permit is suspended or abandoned for a period of 365 days after the time the work is commenced. The code official is authorized to grant, in writing, one or more extensions of time for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.]~~

E. Amend Section 105.5, Expiration.

RMC [15.08.050.E](#) shall apply.

~~D. Section 112 Board of Appeals is not adopted. The provisions for means of appeal as adopted in RMC [15.08.050.I](#) Item 9 shall apply.~~

F. Amend Section 108.4, Work commencing before permit issuance.

RMC [15.08.050.H](#) shall apply.

G. Amend Section 112, Means of Appeals.

RMC [15.08.050.F](#) shall apply.

~~E. 115.3 Notice is not adopted. The provisions for notice as adopted in RMC [15.08.050.J](#) Item 10 shall apply.~~

H. Amend Section 115.3, Notice.

RMC [15.08.050.J](#) shall apply.

~~F. 115.4 Method of Service is not adopted. The provisions for method of service as adopted in RMC 15.08.050.K Item 11 shall apply.~~

I. Amend Section 115.4, Method of Service.

RMC.15.08.050.K shall apply.

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016).

15.08.060 Amendments to the International Residential Code.

The following sections of the International Residential Code adopted by this chapter are hereby amended to read as follows:

A. Amend Section R101.1, Title.

~~These provisions shall be known as the “Residential Code for One- and Two-Family Dwellings of the City of Redmond,” and shall be cited as such and will be referred to as “this code.”~~ **These regulations shall be known as the “Residential Building Code for One- and Two-family Dwellings of the City of Redmond,” hereinafter referred to as “this code.”**

B. Amend Section R102.4, Referenced Codes and Standards.

~~The referenced codes and standards shall be as specified in Section 101.4 of the amended administrative provisions of the International Building Code, Section 15.08.050, Redmond Municipal Code.~~

RMC.15.08.050.B shall apply.

C. Amend Section R105.2, Work Exempt from Permit.

Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. **Other than storm shelters,** one-story detached accessory structures, provided **that** the floor area does not exceed 200 square feet (18.58 m²).
2. Fences not over 7 feet (2,134 mm) high.
3. Retaining walls [which] **that** are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly ~~[on]~~ **upon** grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks, driveways, ~~[, and detached decks not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below.]~~
6. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
8. Swings and other playground equipment.
9. Window awnings supported by an exterior wall ~~[which]~~ **that** do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

11. Light weight roof covering. Light weight roof covering includes composition, or metal roof covering, and similar materials where the installed unit weight is less than 4 pounds per square foot.
12. Removal and replacement of interior doors in existing door frames. **The size of opening may not be altered.**
13. Removal and replacement of exterior windows in existing window openings. The size of opening may not be altered, and operable opening size may not be decreased.

Electrical:

1. Repairs and maintenance: A permit shall not be required for Class A Basic Electrical Work as defined in RCW [19.28.006](#).

Gas:

1. Portable heating, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation ~~[equipment]~~ **appliances.**
3. Portable cooling units.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any **minor** part which does not alter its approval or make it unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant ~~[and]~~ **or that are** actuated by motors of 1 horsepower (746 W) or less.
8. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste, or vent pipe provided; however, that if any concealed trap, drainpipe, water, soil, waste, or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

D. Amend Section R105.3.2, Time Limitation of Application.

~~An application for a permit for any proposed work shall be deemed to have been abandoned 365 days after the date of filing unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 365 days each. The extension shall be required in writing and justifiable cause demonstrated.~~

RMC 15.08.050.D shall apply

E. Amend Section R105.5, Expiration.

~~Every permit issued shall become invalid unless the work authorized by such permit is commenced within 365 days after its issued or after commencement of work if more than 365 days pass between inspections. The building official is authorized to grant, in writing, one or more extensions of time for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.~~

RMC 15.08.050.E shall apply.

F. Amend Section R108.2, Schedule of Permit Fees.

~~On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the Redmond Zoning Code 21.76, as said section currently exists or is hereafter amended, modified or recodified.~~

RMC 15.08.050.F shall apply.

G. Amend Section R108.3, Building Permit Valuations.

~~Building permit valuations shall include total value of the work for which a permit is being issued, such as electrical, gas, mechanical, plumbing, equipment, and other permanent systems, including materials and labor. Construction valuations for new square footage shall be calculated according to IBC building area.~~

RMC 15.08.050.G shall apply.

H. Amend Section R108.6, Work Commencing Before Permit Issuance.

~~Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a special investigation fee. The investigation fee shall be equal to the amount of the permit fee that would be required by this code if a permit were to be issued. An investigation fee, in addition to the permit fee, may be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code, nor from any penalty prescribed by law.~~

RMC 15.08.050.H shall apply.

I. [Add] **Amend** Section R112, Board of Appeals.

~~Appeals of orders, decisions or determinations made by the Building Official related to the application or interpretation of this code shall be made pursuant to Redmond Zoning Code Section 21.76.060(I), Appeals of Type I and II Permits, as said section currently exists or is hereafter amended, modified or recodified.~~

RMC 15.08.050.F shall apply.

J. Amend Table R301.2 [(4)], Climatic and Geographic Design Criteria.

[Ground Snow Load = 15 psf
Wind Speed = 110 mph
Topographic effects = NO
Seismic Design Category = D2
Subject to Damage From
Weathering = Moderate
Frost Line Depth = 12"
Termite = Slight to Moderate
Decay = Slight to Moderate
Winter Design Temp. = 27 degrees F
Ice Shield Underlayment Required = No
Flood Hazards = Joined National Flood Insurance Program 1979
Current Flood Hazard Map – FIRM 1999

Air Freezing Index = 113
 Mean Annual Temp. = 52 degrees F]

K. Add Section R115, Unsafe Structures and Equipment.

Unsafe structures and equipment are subject to the provisions for unsafe structures and equipment as provided in RMC [15.08.050](#), [amended] Section 116 of the International Building Code.

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2729 § 3 (part), 2014; Ord. 2596 § 2 (part), 2011; Ord. 2452 § 3, 2009; Ord. 2346 § 1 (part), 2007; Ord. 2219 § 2 (part), 2004).

15.08.070 Complete application for permit.

Determination of whether a building permit application is complete for purposes of administering RZC Chapter [21.76](#), Review Procedures, shall be made by the Building Official and shall be based upon the adopted building codes.

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2729 § 3 (part), 2014; Ord. 2596 § 2 (part), 2011; Ord. 2346 § 1 (part), 2007; Ord. 2219 § 2, 2004).

15.08.080 Enforcement and penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof, at the discretion of the Building Official, shall be subject to the enforcement and penalties provided in RMC Chapter [1.14](#).

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2729 § 3 (part), 2014; Ord. 2346 § 1 (part), 2007; Ord. 2219 § 2 (part), 2004).

Section 3. Amendment of Chapter. RMC 15.12, Electrical Code, is here

hereby amended to read as follows:

Chapter 15.12 ELECTRICAL CODE*

Sections:

- 15.12.010 Short title.**
- 15.12.020 Adoption.**
- 15.12.030 Public inspection.**
- 15.12.040 Deletions.**
- 15.12.050 Amendments.**
- 15.12.060 Penalties for violations.**

Prior legislation: Ords. 2215 and 2014.

* Formerly Chapter 20E.20 RCDG.

15.12.010 Short title.

This chapter and amendments hereto shall constitute the "Electrical Code" of the City and may be cited as such.

(Ord. 3007 § 3, 2020; Ord. 2887 § 2 (part), 2017; Ord. 2729 § 5 (part), 2014; Ord. 2346 § 3 (part), 2007; Ord. 2219 § 4 (part), 2004).

15.12.020 Adoption.

The National Electrical Code (NFPA 70), 2020 Edition, and effective July 1, 2020, the 2020 Edition, published by the National Fire Protection Association, with the additions, deletions and exceptions as set forth in Chapter [296-46B](#) WAC is hereby adopted by this reference and incorporated herein as if set forth in full as the Electrical Code for the City, except such portions as may be deleted, modified or amended by this chapter.

The 2023 edition of the National Electrical Code (NFPA 70) as published by the National Fire Protection Association is hereby adopted by reference with the exceptions noted in chapter 296-46B of the Washington Administrative Code, except such portions as may be deleted, modified or amended by this chapter.

The Building Official may use the annexes for guidance in interpreting and administering the Electrical Code and the provisions of this chapter. Further, the following annex chapters are specifically adopted:

<u>Annex A,</u>	<u>Product Safety Standards;</u>
<u>Annex B,</u>	<u>Application Information for Ampacity Calculation</u>
<u>Annex C,</u>	<u>Conduit and Tubing Fill Tables for Conductors and Fixture Wires of the Same Size</u>

~~Annex A, Product Safety Standards;~~

~~Annex B, Application Information for Ampacity Calculation; and~~

~~Annex C, Conduit and Tubing Fill Tables for Conductors and Fixture Wires of the Same Size.~~ (Ord. 3007 § 3, 2020; Ord. 2887 § 2 (part), 2017; Ord. 2729 § 5 (part), 2014; Ord. 2346 § 3 (part), 2007; Ord. 2219 § 4 (part), 2004).

15.12.030 Public inspection.

The City shall at all times keep on file with the City Clerk, for reference by the general public, not less than one copy of the codes and resolutions, or parts thereof, as herein adopted by reference, together with the amendments and supplements thereto herein made a part of this chapter.

The copies of the codes on file may be placed by the City Clerk in the custody of the Building Official in order to make them more readily available for inspection and use by the general public. (Ord. 3007 § 3, 2020; Ord. 2887 § 2 (part), 2017; Ord. 2729 § 5 (part), 2014; Ord. 2346 § 3 (part), 2007; Ord. 2219 § 4 (part), 2004).

15.12.040 Deletions.

The following sections of the National Electrical Code, ~~2020~~ **2023** Edition, and Chapter [296-46B](#) WAC, Electrical Safety Standards, Administration, and Installation, are hereby deleted:

- A. References to fees in WAC [296-46B-906](#), [296-46B-908](#), [296-46B-909](#), [296-46B-911](#) and [296-46B-915](#).
- B. Electrical Board – Appeal Rights and hearings in WAC [296-46B-995](#).

C. Ground-Fault Circuit-Interrupter Protection for Personnel – 210.8(B) Other than Dwelling Units will not be adopted due to lack of availability of equipment to provide this protection for three-phase receptacles. (Ord. 3007 § 3, 2020; Ord. 2887 § 2 (part), 2017; Ord. 2729 § 5 (part), 2014; Ord. 2346 § 3 (part), 2007; Ord. 2219 § 4 (part), 2004).

15.12.050 Amendments.

The following sections of the ~~2020~~ **2023** National Electrical Code adopted by this chapter are hereby amended to read as follows:

A. Add new Section 90.4(A), Administration.

The amended administrative provisions of the International Building Code, Section [15.08.050](#) Redmond Municipal Code, shall apply.

B. Add new Section 90.4(B), Basic Electrical Work.

The Basic Electrical Work definition and classification as specified in RCW [19.28.006](#).

C. Add new Section 90.4(C), Inspections.

The installation, alteration or extension of any electrical system, fixtures or components for which an Electrical Permit is required by this Code shall be subject to inspection by the Building Official and such electrical systems, fixtures and components shall remain accessible and exposed for inspection purposes until approved by the Building Official. It shall be the duty of the permit applicant to cause

the electrical systems to remain accessible and exposed for inspection purposes. The City shall not be liable for any expense entailed in the removal or replacement of material required to permit inspection. Electrical systems and equipment regulated by the National Electrical Code shall not be connected to the energy source or energized until authorized by the Building Official.

D. Add new Section 90.4(D), Special Inspections.

The Building Official may require special inspection of equipment or wiring methods where the installation requires special training, equipment, expertise, knowledge, or other such factors. Where such special inspection is required, an independent third party acceptable to the Building Official shall perform it. The special inspection person/agency shall be designated and approved prior to beginning the installation of wiring or equipment. The Building Official prior to the installation being approved shall receive a written report from the designated special inspection agency indicating that the installation conforms to the appropriate Codes and standards. All costs for such testing and reporting shall be the responsibility of the permit holder.

E. Add new Section 90.4(E), Unused Conductors.

Electrical conductors not in use shall be removed unless otherwise authorized by the Building Official.

F. Add new Section 90.4(F), Corrections.

If, upon inspection, any installation is found not to be fully in conformity with this Code, the Building Official shall at once forward to the person, firm, or corporation making the installation a written notice stating the defects that have been found to exist. Correction of these defects shall be made within 15 days.

G. Add new Section 90.4(G), Approval of Violations.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of the National Electrical Code or other laws or ordinances of the City. Inspections presuming to give authority to violate or cancel provisions of the National Electrical Code or other laws or ordinances of the City shall not be valid.

H. Add new Section 90.4(H), Time Limitation of Application.

An application for permit for any proposed work shall be deemed to have been abandoned 365 days after the date of filing, unless such application has been pursued in good faith or a permit has been

issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.

I. Add new Section 90.4(I), Expiration.

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 365 days after its issued, or if the work authorized on the site by such permit is suspended or abandoned for a period of 365 days after the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.

J. Add new Section 90.4(J), Schedule of Permit Fees.

On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with Redmond Zoning Code Section [21.76.030](#), Application Requirements, as said section currently exists or is hereafter amended, modified or recodified.

K. Add new Section 90.4(K), Permit Valuations.

The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final permit valuation shall be set by the building official.

L. Add new Section 90.4(L), Work Commencing Before Permit Issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a special investigation fee. The investigation fee shall be equal to the amount of the permit fee that would be required by this code if a permit were to be issued. An investigation fee, in addition to the permit fee, may be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code, nor from any penalty prescribed by law.

M. Add Section 113, Means of Appeal.

Appeals of orders, decisions or determinations made by the Building Official related to the application or interpretation of this code shall be made pursuant to Redmond Zoning Code Section 21.76.060(I), Appeals of Type I and II Permits, as said section currently exists or is hereafter amended, modified or recodified. The provisions of this section shall not preclude the Building Official from convening a Code Advisory Body comprised of members who are qualified by experience and training to pass on matters pertaining to building construction.

(Ord. 3007 § 3, 2020; Ord. 2887 § 2 (part), 2017; Ord. 2729 § 5 (part), 2014; Ord. 2535 § 1, 2010; Ord. 2346 § 3 (part), 2007; Ord. 2219 § 4 (part), 2004).

15.12.060 Penalties for violations.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure electrical system in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties provided for in RMC 1.01.110 and RMC Chapter 1.14, as said section currently exists or is hereafter amended, modified or recodified. (Ord. 3007 § 3, 2020; Ord. 2887 § 2 (part), 2017; Ord. 2729 § 5 (part), 2014; Ord. 2346 § 3 (part), 2007; Ord. 2219 § 4 (part), 2004).

Section 4. Amendment of Chapter. RMC 15.14, Mechanical Code, is here hereby amended to read as follows:

Chapter 15.14 MECHANICAL CODE*

Sections:

- 15.14.010** **Short title.**
- 15.14.020** **Adoption.**
- 15.14.030** **Public inspection.**
- 15.14.040** **Deletions.**

Page 16 of 29

Ordinance No. _____

AM No. _____

- 15.14.050 Amendments to the International Mechanical Code.**
15.14.060 Amendments to the International Fuel Gas Code.
15.14.070 Penalties for violations.

Prior legislation: Ords. 1926, 2014, 2215.

* Formerly Chapter 20E.60 RCDG.

15.14.010 Short title.

This chapter and amendments hereto shall constitute the "Mechanical Code" of the City and may be cited as such.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

15.14.020 Adoption.

~~The International Mechanical Code, 2018 Edition, published by the International Code Council, with the additions, deletions and exceptions as set forth in Chapter [51-52](#) WAC and the International Fuel Gas Code, 2018 Edition, published by the International Code Council, are hereby adopted by this reference and incorporated herein as if set forth in full as the Mechanical Code for the City, except such portions as may be deleted, modified or amended by this chapter.~~

The 2021 edition of the International Mechanical Code as published by the International Code Council is hereby adopted by reference with the exceptions noted in chapter 51-52 of the Washington Administrative Code. The 2021 edition of the International Fuel Gas Code as published by the International Code Council is included in the adoption of this Code with the exceptions noted in WAC 51-52.

The Building Official may use the appendices for guidance in interpreting and administering the Mechanical Code and the provisions of this chapter. Further, the following appendix chapters are specifically adopted:

International Mechanical Code:	
None.	
International Fuel Gas Code:	
Appendix A,	Sizing and Capacities of Gas Piping; except for liquefied petroleum gas installations;
Appendix B,	Size of Venting Systems Serving Appliances Equipped with Draft Hoods, Category 1 Appliances and Appliances Listed for Use and Type B Vents; and

Appendix C, Exit Terminals of Mechanical
Draft and Direct-Vent Venting
Systems.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

15.14.030 Public inspection.

The City shall at all times keep on file with the City Clerk, for reference by the general public, not less than one copy of the codes and resolutions, or parts thereof, as herein adopted by reference, together with the amendments and supplements thereto herein made a part of this chapter.

The copies of the codes on file may be placed by the City Clerk in the custody of the Building Official in order to make them more readily available for inspection and use by the general public.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

15.14.040 Deletions.

A. The following sections of the 2021 International Mechanical Code~~[-2018 Edition,]~~ are hereby deleted:

1. Section 106.1.1 – Annual permit.
2. Section 106.1.2 – Annual permit records.
3. Section 106.4.4 – Extensions.
4. Section 114 – Board of Appeals.
5. ~~[Section 109 – Means of Appeal.]~~

B. The following sections of the International Fuel Gas Code, 2018 Edition, are hereby deleted:

1. Chapter 1 – Administration.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

15.14.050 Amendments to the International Mechanical Code.

The following sections of the International Mechanical Code adopted by this chapter are hereby amended to read as follows:

A. Amend Section 101.1, Title.

These regulations shall be known as the "Mechanical Code of the City of Redmond," hereinafter referred to as "this code."

B. Amend Section 102.8, Referenced Codes and Standards.

The referenced codes and standards shall be as specified in Section 101.4 of the amended administrative provisions of the International Building Code, Section [15.08.050](#) Redmond Municipal Code.

C. Amend Section 106.3.3, Time Limitation of Application.

An application for a permit for any proposed work shall be deemed to have been abandoned 365 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the code official shall have the authority to grant one or more extensions of time for additional periods not exceeding 365 days each. The extension shall be requested in writing and justifiable case demonstrated.

D. Amend Section 106.4.1, Approved Construction Documents.

When the code official issues a permit where construction documents are required, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." Such reviewed construction documents shall not be changed, modified or altered without authorization from the code official. Work shall be done in accordance with the approved construction documents. One set of construction documents so reviewed shall be retained by the code official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the code official or a duly authorized representative.

The code official shall have the authority to issue a permit for the construction of part of a mechanical system before the construction documents for the entire system have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holder of such permit shall proceed at his or her own risk without assurance that the permit for the entire mechanical system will be granted.

E. Amend Section 106.4.3, Expiration.

~~Every permit issued by the code official under the provisions of this code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 365 days from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 365 days. Before such work recommences, permit shall be first obtained and the fee therefor shall be one half the amount required for a new permit for such work; provided, that changes have not been made and will not be made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.~~

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 365 days after its issued, or if the work authorized on the site by such permit is suspended or abandoned for a period of 365 days after the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.

~~[F. Amend Section 106.4.4, Extensions.~~

~~A permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will commence work under that permit where work is unable to be commenced within the time required by this section for good and satisfactory reasons. The code official shall extend the time for action by the permittee for a period not exceeding 365 days if there is reasonable cause. A permit shall not be extended more than once. The fee for an extension shall be one-half the amount required for a new permit for such work.]~~

~~[G.]~~ **F.** Amend Section 106.4.7, Previous Approvals.

This code shall not require changes in the construction documents, construction, and designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 365 days after the effective date of this code and has not been abandoned.

~~[H. Amend Section 106.5.2, Fee Schedule.~~

~~A fee for each permit shall be paid as required, in accordance with the Redmond Zoning Code Section 21.76.030(E), as said section currently exists or is hereafter amended, modified, or recodified.]~~

~~[I. Amend Section 106.5.3, Fee Refunds.~~

~~The code official shall authorize the refunding of fees based on administrative provision of the International Building Code, Chapter 15.08 Redmond Municipal Code.]~~

J. Amend Section ~~[408.4]~~ **115.4**, Violation Penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure mechanical system in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties provided for in Redmond Municipal Code 1.01.110 and Chapter 1.14 Redmond Municipal Code, as said section currently exists or is hereafter amended, modified or recodified.

K. Amend Section ~~[409]~~ **113**, Means of Appeal.

Appeals of orders, decisions or determinations made by the Building Official related to the application or interpretation of this code shall be made pursuant to Redmond Zoning Code Section 21.76.060(I), Appeals of Type I and II Permits, as said section currently exists or is hereafter amended, modified or recodified.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2596 § 2 (part), 2011; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

15.14.060 Amendments to the International Fuel Gas Code.

The following sections of the International Fuel Gas Code adopted by this chapter are hereby amended to read as follows:

A. Add new Chapter 1, Administration.

~~[The amended administrative provisions of the International Mechanical Code, Redmond Municipal Code [15.14.050](#), shall apply.]~~

Chapter 1, Scope and Administration, of the International Mechanical Code with the exceptions noted in RMC.15.14 shall apply.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

15.14.070 Penalties for violations.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure mechanical system in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties provided for in RMC [1.01.110](#) and RMC Chapter [1.14](#), as said section currently exists or is hereafter amended, modified or recodified.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

Section 5. Amendment of Chapter. RMC 15.16, Plumbing Code, is here hereby amended to read as follows:

Chapter 15.16 PLUMBING CODE*

Sections:

- [15.16.010 Short title.](#)
- [15.16.020 Adoption.](#)
- [15.16.030 Public inspection.](#)
- [15.16.040 Deletions.](#)
- [15.16.050 Amendments.](#)
- [15.16.060 Penalties for violations.](#)

Prior legislation: Ords. 1926, 2014, 2215.

* Formerly Chapter 20E.70 RCDG.

15.16.010 Short title.

This chapter and amendments hereto shall constitute the “Plumbing Code” of the City and may be cited as such.

(Ord. 3007 § 5, 2020; Ord. 2833 § 4 (part), 2016; Ord. 2729 § 7 (part), 2014; Ord. 2346 § 5 (part), 2007; Ord. 2219 § 6 (part), 2004).

15.16.020 Adoption.

~~The Uniform Plumbing Code, 2018 Edition, published by the International Association of Plumbing and Mechanical Officials, together with the additions, deletions and exceptions as set forth in Chapter [51-56](#) WAC, are hereby adopted by this reference and incorporated herein as if set forth in full as the Plumbing Code for the City, except such portions as may be deleted, modified or amended by this chapter.~~

The 2021 edition of the Uniform Plumbing Code, including Appendices A, B, I, and M, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference with the following additions, deletions and exceptions: Provided that chapters 12 and 14 of this code are not adopted. Provided further that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in chapter 5 and those portions of the code addressing building sewers are not adopted.

The Building Official may use the appendices for guidance in interpreting and administering the Plumbing Code and the provisions of this chapter. Further, the following appendix chapters are specifically adopted:

Appendix A, Sizing the Water Supply System;

Appendix B,	Explanatory Notes on Combination Waste and Vent Systems; and
Appendix I,	Installation Standards.
Appendix M,	Peak Water Demand Calculator

(Ord. 3007 § 5, 2020; Ord. 2833 § 4 (part), 2016; Ord. 2729 § 7 (part), 2014; Ord. 2346 § 5 (part), 2007; Ord. 2219 § 6 (part), 2004).

15.16.030 Public inspection.

The City shall at all times keep on file with the City Clerk, for reference by the general public, not less than one copy of the codes and resolutions, or parts thereof, as herein adopted by reference, together with the amendments and supplements thereto herein made a part of this chapter.

The copies of the codes on file may be placed by the City Clerk in the custody of the Building Official in order to make them more readily available for inspection and use by the general public.

(Ord. 3007 § 5, 2020; Ord. 2833 § 4 (part), 2016; Ord. 2729 § 7 (part), 2014; Ord. 2346 § 5 (part), 2007; Ord. 2219 § 6 (part), 2004).

15.16.040 Deletions.

The following sections of the Uniform Plumbing Code, 2018 Edition, are hereby deleted:

A. Section 104.3.2 – Plan Review Fees.

C. Table 104.5 – Plumbing Permit Fees.

C. Chapters 12 and 15, plus those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel-fired appliances found in Chapter 5 and those portions of the code addressing building sewers (WAC [51-56-003](#)).

(Ord. 3007 § 5, 2020; Ord. 2833 § 4 (part), 2016; Ord. 2729 § 7 (part), 2014; Ord. 2346 § 5 (part), 2007; Ord. 2219 § 6 (part), 2004).

15.16.050 Amendments.

The following sections of the Uniform Plumbing Code adopted by this chapter are hereby amended to read as follows:

A. Amend Section 104.3.3, Time Limitation of Application.

~~Applications for which no permit is issued within 365 days following the date of application shall expire by limitation, plans and other data submitted for review, thereafter, shall be returned to the applicant or destroyed by the Authority Having Jurisdiction. The Authority Having Jurisdiction shall be permitted to exceed the time for action by the applicant for a period not to exceed 365 days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented the action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.~~

An application for permit for any proposed work shall be deemed to have been abandoned 365 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.

B. Amend Section 104.4.3, Expiration.

~~A permit issued by the Authority Having Jurisdiction under the provisions of this code shall expire by limitation and become null and void where the work authorized by such permit is not commenced within 365 days from the date of such permit, or where the work authorized by such permit is suspended or abandoned at a time after the work is commenced for a period of 365 days. Before such work is recommenced, a permit shall first be obtained to do so, and the fee, therefore, shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original construction documents for such work, and provided further that such suspension or abandonment has not exceeded 1 year.~~

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 365 days after its issued, or if the work authorized on the site by such permit is suspended or abandoned for a period of 365 days after the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.

C. Amend Section 104.4.4, Extensions.

A permittee holding an unexpired permit shall be permitted to apply for an extension of the time within which work shall be permitted to commence under that permit where the permittee is unable to commence work within the time required by this section. The Authority Having Jurisdiction shall be permitted to extend the time for action by the permittee for a period not exceeding 365 days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented the action from being taken. No permit shall be extended more than once unless authorized by the Building Official. In order to renew action on a permit after expiration, the permittee shall pay one half of permit fees for a new permit.

D. Amend Section 104.5, Fees.

A fee for each permit shall be paid as required, in accordance with the Redmond Zoning Code Section [21.76.030\(E\)](#), as said chapter currently exists or is hereafter amended, modified or recodified.

E. Amend Section 104.5.3, Fee Refunds.

Section 108.6 Refunds of the administrative provisions of the International Building Code, Chapter [15.08](#) Redmond Municipal Code, shall apply.

F. Amend Section 106.3, Penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure plumbing system in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties provided for in RMC [1.01.110](#) and Chapter [1.14](#) Redmond Municipal Code, as said section currently exists or is hereafter amended, modified or recodified.

G. Amend Section 107.0, Board of Appeals.

Appeals of orders, decisions or determinations made by the Building Official related to the application or interpretation of this code shall be made pursuant to Redmond Zoning Code Section [21.76.060\(I\)](#), Appeals of Type I and II Permits, as said section currently exists or is hereafter amended, modified or recodified.

(Ord. 3007 § 5, 2020; Ord. 2833 § 4 (part), 2016: Ord. 2729 § 7 (part), 2014: Ord. 2596 § 2 (part), 2011; Ord. 2346 § 5 (part), 2007: Ord. 2219 § 6 (part), 2004).

15.16.060 Penalties for violations.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure plumbing system in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties provided for in RMC [1.01.110](#) and RMC Chapter [1.14](#), as said section currently exists or is hereafter amended, modified or recodified. (Ord. 3007 § 5, 2020; Ord. 2833 § 4 (part), 2016: Ord. 2729 § 7 (part), 2014: Ord. 2346 § 5 (part), 2007: Ord. 2219 § 6 (part), 2004).

Section 6. Amendment of Chapter. RMC 15.18, Energy Code, is here hereby amended to read as follows:

Chapter 15.18 ENERGY CODE*

Sections:

- [15.18.010 Short title.](#)
- [15.18.020 Adoption.](#)
- [15.18.030 Public inspection.](#)
- [15.18.040 Deletions.](#)
- [15.18.050 Amendments.](#)
- [15.18.060 Penalties for violations.](#)

Prior legislation: Ords. 1926, 2014, 2215.

* Formerly Chapter 20E.50 RCDG.

15.18.010 Short title.

This chapter and amendments hereto shall constitute the “Energy Code” of the City and may be cited as such. (Ord. 3007 § 6, 2020; Ord. 2833 § 5 (part), 2016; Ord. 2729 § 8 (part), 2014; Ord. 2219 § 7 (part), 2004).

15.18.020 Adoption.

~~[The Washington State Energy Code, 2018 version, Chapters [51-11C](#) and [51-11R](#) WAC, is hereby adopted by this reference and incorporated herein as if set forth in full as the Energy Code for the City, except such portions as may be deleted, modified or amended by this chapter.]~~

The 2021 edition of the Washington State Energy Code is hereby adopted by reference with the exceptions noted in chapters 51-11C and 51-11R.

(Ord. 3007 § 6, 2020; Ord. 2833 § 5 (part), 2016; Ord. 2729 § 8 (part), 2014; Ord. 2346 § 6, 2007; Ord. 2219 § 7 (part), 2004).

15.18.030 Public inspection.

The City shall at all times keep on file with the City Clerk, for reference by the general public, not less than one copy of the codes and resolutions, or parts thereof, as herein adopted by reference, together with the amendments and supplements thereto herein made a part of this chapter.

The copies of the codes on file may be placed by the City Clerk in the custody of the Building Official in order to make them more readily available for inspection and use by the general public. (Ord. 3007 § 6, 2020; Ord. 2833 § 5 (part), 2016; Ord. 2729 § 8 (part), 2014; Ord. 2219 § 7 (part), 2004).

15.18.040 Deletions.

There are no deletions to the Washington State Energy Code. (Ord. 3007 § 6, 2020; Ord. 2833 § 5 (part), 2016: Ord. 2729 § 8 (part), 2014: Ord. 2219 § 7 (part), 2004).

15.18.050 Amendments.

There are no amendments to the Washington State Energy Code. (Ord. 3007 § 6, 2020; Ord. 2833 § 5 (part), 2016: Ord. 2729 § 8 (part), 2014: Ord. 2219 § 7 (part), 2004).

15.18.060 Penalties for violations.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties provided for in RMC [1.01.110](#) and RMC Chapter [1.14](#), as said section currently exists or is hereafter amended, modified or recodified. (Ord. 3007 § 6, 2020; Ord. 2833 § 5 (part), 2016: Ord. 2729 § 8 (part), 2014: Ord. 2219 § 7 (part), 2004).

Section 7. Addition of Chapter. RMC 15.26, Wildland-Urban Interface Code, is here hereby added to read as follows:

Chapter 15.26
WILDLAND-URBAN INTERFACE CODE

Sections:

- 15.26.010 Short title.**
- 15.26.020 Adoption.**
- 15.26.030 Public inspection.**
- 15.26.040 Deletions.**
- 15.26.050 Amendments.**
- 15.26.060 Penalties for violations.**

15.26.010 Short title.

This chapter and amendments hereto shall constitute the “Wildland-Urban Interface Code” of the City and may be cited as such.

15.26.020 Adoption.

The 2021 edition of the International Wildland-Urban Interface Code (WUI) as published by the International Code Council is hereby adopted by reference with the exceptions noted in chapter 51-55 of the Washington Administrative Code.

15.26.030 Public inspection.

The City shall at all times keep on file with the City Clerk, for reference by the general public, not less than one copy of the codes and resolutions, or parts thereof, as herein adopted by reference, together with the amendments and supplements thereto herein made a part of this chapter.

The copies of the codes on file may be placed by the City Clerk in the custody of the Building Official in order to make them more readily available for inspection and use by the general public.

15.26.040 Deletions.

There are no deletions to the Wildland-Urban Interface Code.

15.26.050 Amendments.

There are no amendments to the Wildland-Urban Interface Code.

15.26.060 Penalties for violations.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties provided for in RMC [1.01.110](#) and RMC Chapter [1.14](#), as said section currently exists or is hereafter amended, modified or recodified.

Section 8. 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 9. Effective date. A summary of this ordinance shall be published in the city's official newspaper, or as otherwise provided by law, and shall take effect on a date coinciding with Washington Stat's actual effective dates, anticipated to occur on March 15, 2024, and April 1, 2024.

ADOPTED by the Redmond City Council this _____ day of _____,
2024.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:

SIGNED BY THE MAYOR:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO



Memorandum

Date: 2/6/2024

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

File No. CM 24-019

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
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Direction
Planning and Community Development	Jeff Churchill, AICP	Planning Manager
Planning and Community Development	Ian Lefcourte, AICP	Senior Planner

TITLE:

Adoption of a Resolution Approving the Allocation of \$955,200 to A Regional Coalition for Housing (ARCH) for the Development of Affordable Housing.

OVERVIEW STATEMENT:

Staff recommends that the City Council adopt a resolution (Attachment A) to authorize the allocation of \$955,200 from the Housing Trust Fund to A Regional Coalition for Housing (ARCH) to finance affordable housing projects in East King County communities per the 2023 Housing Trust Fund (HTF) Recommendations (Attachment B).

ARCH was created in 1992 through an interlocal agreement of several city governments and King County to address housing needs in East King County; it currently has 16 member jurisdictions. The ARCH Executive Board reviews funding requests received from non-profit housing providers every fall for projects related to affordable housing. The ARCH Executive Board provides recommendations to member Councils for funding early the following year. These recommendations must be approved by member Councils. This process is conducted annually.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

The Comprehensive Plan Housing Element provides a framework for housing goals, policies, and actions to address housing needs that advance the City's vision. Policy HO-4 calls for cooperation with ARCH and others in the funding of affordable housing

- **Required:**
Per the interlocal agreement between ARCH and the City, Council approval is needed to authorize the allocation of funds to ARCH for affordable housing.
- **Council Request:**
N/A
- **Other Key Facts:**
This is an annual process with ARCH and associated member jurisdictions.

OUTCOMES:

After careful deliberation, the ARCH Executive Board concurred with the recommendations of the ARCH Community Advisory Board and recommends awarding full funding to two projects and awarding partial funding to three projects, totaling \$4.0 million from ARCH member jurisdictions. The total request of Redmond is \$955,200.

Redmond is independently contributing an additional \$2.1 million to two projects located in Redmond: \$600,000 to Emma McRedmond Manor and \$1.5 million to the Bellwether Housing Overlake Transit Oriented Development.

The recommended contributions are:

1. Spring District TOD (Bellevue)
 - a. HTF Funding Request of Redmond: \$155,200
 - b. Affordable Units: 234
 - c. Full HTF award
2. Larus (Kenmore)
 - a. HTF Funding Request of Redmond: \$59,700
 - b. Affordable Units: 175
 - c. Partial HTF award
3. Aventine (Bellevue)
 - a. HTF Funding Request of Redmond: \$143,300
 - b. Affordable Units: 66
 - c. Partial HTF award
4. Emma McRedmond Manor (Redmond)
 - a. HTF Funding Request of Redmond: \$119,400
 - b. Affordable Units: 32
 - c. Partial HTF award
5. Overlake TOD (Redmond)
 - a. Funding Request of Redmond: \$477,600

- b. Affordable Units: 333
- c. Full HTF award

Detailed descriptions of the projects, funding requests, rationale, and recommended conditions of funding for projects by the ARCH Executive Board are included in Attachment B.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
2023-2024
- **Outreach Methods and Results:**
ARCH staff met with member cities' planning and human services staff to conduct a preliminary review of applications before forwarding applications to the Community Advisory Board (CAB). The CAB is recruited using public notices, website announcements, and email communications with the help of member cities. The CAB is appointed by the Executive Board.
- **Feedback Summary:**
2023 Award Recommendations are included in Attachment B.

BUDGET IMPACT:

Total Cost:
\$955,200

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

Budget Offer Number:
CIP Budget - Citywide Investments

Budget Priority:
Vibrant and Connected

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

Funding source(s):
Capital Investment Program (CIP)
Functional Area: General Government - \$955,200

Budget/Funding Constraints:
Funds dedicated to providing increased affordable housing choices for a diverse population through contributions to ARCH (A Regional Coalition for Housing).

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/20/2024	Business Meeting	Approve

Time Constraints:

Timely approval of the ARCH Executive Board request for the Housing Trust Fund recommendations will allow for the timely allocation of funds for affordable housing in East King County.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, ARCH will not have Redmond funds to contribute to the regional efforts to advance affordable housing projects that meet urgent local priorities.

ATTACHMENTS:

Attachment A - Resolution - Draft

Attachment B - ARCH 2023 Housing Trust Fund Memo to Councils

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AUTHORIZING THE DULY-APPOINTED ADMINISTERING AGENCY FOR A REGIONAL COALITION FOR HOUSING (ARCH) TO EXECUTE ALL DOCUMENTS NECESSARY TO ENTER INTO AGREEMENTS FOR THE FUNDING OF AFFORDABLE HOUSING PROJECTS, AS RECOMMENDED BY THE ARCH EXECUTIVE BOARD, UTILIZING FUNDS FROM THE CITY'S HOUSING TRUST FUND

WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Executive Board has recommended that the City of Redmond participate in the funding of certain affordable housing projects and programs hereinafter described; and

WHEREAS, the ARCH Executive Board has developed a number of recommended conditions to ensure that the City's affordable housing funds are used for their intended purpose and that projects maintain their affordability over time; and

WHEREAS, the City Council has approved the Amended and Restated Interlocal Agreement for ARCH; and

WHEREAS, the City Council desires to use \$955,200 from City funds in 2023 as designated below to finance the projects recommended by the ARCH Executive Board;

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

Section 1. The City Council authorizes the duly-appointed administering agency of ARCH pursuant to the Amended and Restated Interlocal Agreement for ARCH to execute all documents and take all necessary actions to enter into Agreements on behalf of the City to fund BRIDGE - Spring District 120th TOD, TWG/Imagine Housing - Larus Senior Housing, Low Income Housing Institute - The Aventine, Catholic Housing Services - Emma McRedmond Manor, and Bellwether Housing - Overlake TOD, a combined total amount not to exceed \$955,200.

Section 2. The agreements entered into pursuant to Section 1 of this resolution shall include terms and conditions to ensure that the City's funds are used for their intended purpose and that the projects maintain affordability over time. In determining what conditions should be included in the Agreements, the duly-appointed administering agency of ARCH shall be guided by the recommendations set forth in the ARCH Executive Board's memorandum of December 28, 2023, a copy of which is attached hereto as Exhibit A.

ADOPTED by the Redmond City Council this _____ day of
_____, 2024.

APPROVED:

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO:



A Regional Coalition for Housing

Celebrating 30 years of bringing cities together to house East King County

Together Center Campus
16305 NE 87th St, Suite 119
Redmond, WA 98052
(425) 861-3677

MEMORANDUM

TO: City of Bellevue Council Members
City of Bothell Council Members
City of Clyde Hill Council Members
Town of Hunts Point Council Members
City of Issaquah Council Members
City of Kenmore Council Members
City of Kirkland Council Members
City of Medina Council Members
City of Mercer Island Council Members
City of Newcastle Council Members
City of Redmond Council Members
City of Sammamish Council Members
City of Woodinville Council Members
Town of Yarrow Point Council Members

FROM: Carol Helland, Chair, ARCH Executive Board

DATE: December 28, 2023

RE: Fall 2023 Housing Trust Fund (HTF) Recommendation

This year ARCH received \$12.9 million in funding requests from seven projects proposing an impressive 853 units of affordable housing. After careful deliberation, the ARCH Executive Board concurred with the recommendations of the ARCH Community Advisory Board (CAB), which provide full funding for two projects and partial funding for three projects. Consistent with recent years, the demand for funding far exceeded available resources, with \$4.0 million in Trust Fund dollars included in the recommendations, plus an additional \$2.1 million committed by the City of Redmond, resulting in \$6.1 million in awards.

Over the last three decades, the ARCH Trust Fund has supported over 6,000 units of affordable housing and shelter beds, creating housing access for thousands of families and individuals with limited incomes. This year's recommendations will support 840 more units of housing in an incredible set of projects that meet numerous priorities and needs throughout the region, including:

- Preservation of existing affordable housing
- New transit-oriented development for families and individuals adjacent to future light rail;
- Creation of affordable commercial space for diverse businesses
- Local partnerships to serve diverse populations, including low-income seniors, families and individuals exiting homelessness, persons with intellectual and developmental disabilities, veterans, and households with incomes under 50% of median income

The Trust Fund also continues to bring a high return on local investment, this year leveraging local resources over 15:1, with proposed projects expected to attract roughly \$383 million in other funding.

ARCH MEMBERS

BEAUX ARTS VILLAGE ♦ BELLEVUE ♦ BOTHELL ♦ CLYDE HILL ♦ HUNTS POINT ♦
ISSAQUAH ♦ KENMORE ♦ KIRKLAND ♦ MEDINA ♦ MERCER ISLAND ♦ NEWCASTLE ♦ REDMOND ♦
SAMMAMISH ♦ WOODINVILLE ♦ YARROW POINT ♦ KING COUNTY

A summary of the recommendations is shown in the table below:

Project Applicant	City	Units	ARCH 2023 Request	Executive Board Recommendation
Spring District 120 th TOD <i>BRIDGE</i>	Bellevue	234	\$650,000	\$650,000 plus \$350,000 previously awarded (total \$1M award)
Larus Senior Housing <i>TWG/Imagine Housing</i>	Kenmore	175	\$3,900,000	\$250,000
The Aventure <i>Low Income Housing Institute</i>	Bellevue	66	\$1,500,000	\$600,000
Emma McRedmond Manor <i>Catholic Housing Services</i>	Redmond	32	\$2,150,000	\$500,000 plus \$600,000 additional City of Redmond investment (total \$1.1M award)
Overlake TOD <i>Bellwether Housing</i>	Redmond	333	\$3,500,000	\$2,000,000 plus \$1,500,000 additional City of Redmond investment (total \$3.5M award)
Totem Six-Plex <i>Attain Housing</i>	Kirkland	6	\$750,000	\$0
Scattered Sites <i>Alpha Supportive Living</i>	Scattered	7	\$400,000	\$0
Total		853	\$12,850,000	\$6,100,000 (including \$4M plus \$2.1M additional City of Redmond funds)

This memo provides a summary of the applications, the Executive Board recommendations and rationales, and proposed contract conditions for the **five** proposals recommended for funding at this time. Also enclosed is an economic summary of the projects recommended for funding.

Attachments:

1. Proposed Funding Sources
2. Project Economic Summaries

Note that bolded text in proposed conditions shows unique conditions in otherwise standard text.

1. BRIDGE Housing – Spring District TOD

2023 Funding Request:	\$650,000 (Contingent Loan) 234 Affordable Units
2022 Executive Board Recommendation:	\$350,0000 (Contingent loan)
2023 Executive Board Recommendation:	\$650,0000 (Contingent loan)
Total Award:	\$1,000,000 (Contingent loan)

Project Summary:

The proposed project includes two buildings as part of a larger Master Development on Sound Transit and City of Bellevue owned surplus property in the Spring District. BRIDGE proposes to develop Building 2 (7-story) and Building 6 (6-story) for a total of 234 units and 83 parking spaces (0.35 stalls per unit). Both buildings will be built with Type III construction over Type I concrete construction. The proposed unit mix consists of 86 studios, 75 one-bedroom units, 25 two-bedroom units, and 48 three-bedroom units. In October 2020, Sound Transit (ST) selected a development team led by BRIDGE to master plan and develop a 6.88-acre Sound Transit-owned site in the Spring District of Bellevue, Washington. Essex Residential Trust was the market-rate residential partner and Touchstone was the office partner. Although BRIDGE was successful in securing funding from Amazon, City of Bellevue, A Regional Coalition for Housing (ARCH), and King County for the affordable housing project, the market-rate projects were highly distressed coinciding with a global pandemic, unprecedented construction cost inflation, and a fundamental change in office demand. In December 2022, Essex exited the partnership citing increasing construction and financing costs. On June 2023, after extensive negotiations with Sound Transit and the City of Bellevue, Touchstone and BRIDGE agreed to dissolve the partnership and each developer will independently entitle, finance, and develop their own projects. On August 2023, BRIDGE submitted a revised pre-application to the City of Bellevue. As an independent project with no market-rate involvement, BRIDGE can develop on an accelerated timeline. Should funding be fully committed by public sources during this funding round, BRIDGE can commence construction by November 2024.

BRIDGE applied to HTF for capital funding in the fall of 2022 and was recommended to receive \$350,000 and reapply in 2023 for additional capital funding. BRIDGE's request in this application is for an additional \$650,000 in capital for a total request of \$1,000,000. The Committee is proposing to fund the full amount of the 2023 funding request.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- Funding this year's request for additional capital demonstrates continued commitment from ARCH to this priority project that has nearly secured all other sources of leverage.
- The project advances key objectives in the City of Bellevue Affordable Housing Strategy, providing a large amount of low and moderate-income affordable housing units in a strategic location close to jobs and transportation.

- This project leverages significant investments from public and private funding sources, including King County TOD funds which are specifically set aside for the Bel-Red corridor and Amazon housing equity funds structured as a grant and a below market loan product.
- The project takes advantage of surplus public property provided at no cost by Sound Transit and the City and helps deliver additional City goals for development of retail and office.

Proposed Conditions (will supersede conditions from previous award):

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by the Agency towards **soft costs and construction**. Funds may not be used for any other purpose unless ARCH staff has been given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. ARCH funds not expended prior to permanent loan conversion will be de-obligated.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Agency shall provide final operating proforma and cashflow waterfall for ARCH staff review. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of the Amazon loan on or before year 20 and deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, and approximately 40 units reserved for persons with

disabilities. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project or adjusting the number of and unit type for manager units).

Affordability	Studio	1 BR	2 BR	3 BR	Total Units
30%	2	4	1	1	8
50%	24	19	7	14	64
60%	60	52	16	32	160
Total Low-Income Units	86	75	24	47	232
CAUs / Managers	-	-	1	1	2
Total Units	86	75	25	48	234

6. Agency must submit for ARCH staff approval a management and services plan which includes coordination of services with outside providers for special populations and a statement of resident transportation options.
7. Agency shall submit applications to other potential sources of funding, at a minimum including to the State Housing Trust Fund for any available I/DD or other State funding that the project is eligible for.
8. On a monthly basis, Agency shall provide ARCH with updates on the following:
 - a. Status of management and services plan including service partnerships and development on formal MOUs and operating agreements.
 - b. Status update on negotiations with development partners.
 - c. Status update on other financing and financing partnerships negotiations.
 - d. Status update on entitlement and permitting progress.
9. Agency shall complete and submit the following deliverables by the dates indicated. Agency may request an extension of individual deadlines, and such extensions shall be considered based on reasonable justification and Agency's continuing efforts to make substantial progress toward each milestone.:
 - a. January 31, 2024 – Revised term sheet for property acquisition and development approved by Sound Transit
 - b. January 31, 2024 – Draft Management and Services Plan
 - c. May 31, 2024 – Final operating or other agreement with services provider(s)
 - d. June 30, 2024 – Final Purchase and Sale Agreement .
 - e. Prior to closing- Provide a draft Affirmative Marketing Plan
 - f. 6 months prior to anticipate C of O- Provide a final Affirmative Marketing Plan

2. TWG and Imagine Housing – Larus Senior Housing

Funding Request: \$3,900,000 (Contingent Loan)
175 Affordable Units (including 1 manager unit)

Executive Board Recommendation: \$250,000 (Contingent Loan)

Project Summary:

The proposed Larus Senior Apartments is a transit-oriented senior housing development to be developed by TWG Housing in partnership with Imagine Housing. The development team elected to proceed with the same model for Larus as their previous partnership, Ardea at Totem Lake, by serving seniors and inviting Imagine Housing to be the non-profit development partner and service provider.

The project will consist of 175 units of affordable housing with a mix of studios and 1-bedroom units with affordability levels at 40% AMI, 50% AMI, and 60% AMI. Located within ¼ mile from the Kenmore Park & Ride and future Sound Transit BRT station, the project will aim to take advantage of future transportation options for its residents. In addition to its close proximity to the Kenmore transit hub, Larus Senior Apartments benefits from local groceries, shopping, and services within ¼ mile walking distance.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The project is strategically located near a future transit facility and close to amenities and services.
- The project advances the City's affordable housing priorities by providing much needed low-income housing for seniors in the area.
- This project leverages significant investments from public and private funding sources, including King County TOD funds and Amazon Housing Equity funds.
- The project is taking advantage of the Washington State Housing Finance Commission's Land Acquisition Program, which is a long-term, patient capital program. As such the project will be able to take the time needed to assembling full financing for the development.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **thirty-six (36) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must

demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

2. Funds shall be used by the Agency towards **acquisition, construction, soft costs, financing, capitalized reserves, and other development costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payments if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for seniors for at least 55 years, with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1 BR	Total Units
40%	10	-	10
50%	67	46	113
60%	28	24	52
Total	105	70	175

6. The final loan amount shall be up to \$250,000, subject to approval by ARCH staff based on a documented funding gap. ARCH reserves the right to reduce its total loan amount based on changes to the project sources and uses, and unit mix.
7. Agency shall provide ARCH with quarterly updates on status of MOUs with partners and other funding sources.

- 8. Agency shall provide a sustainability plan which details eco-friendly materials, transportation options and partnerships which would benefit the project's eco-sustainability, such as EV stations.**

3. LIHI – The Aventine

Funding Request: \$1,500,00 (Contingent Loan)
66 Affordable Units

Executive Board Recommendation: \$600,000 (Contingent Loan)

Project Summary:

The Aventine is an existing 5-story, 68-unit apartment community with 69 underground parking spaces located in downtown Bellevue. Currently over half the residents are low-income (below 80% AMI). LIHI is proposing to purchase the Aventine to preserve and make all the housing units affordable for households at 30%, 50% and 80% of area median income. The project intends to house low wage workers, disabled households, and households exiting homelessness. A total of 10 units will be set aside for households with members that have physical disabilities. The building is ADA accessible and additional units will be made accessible if needed. LIHI is proposing 22 of the 66 units be for households exiting homelessness (33% of the total units in the property), including families and veterans exiting homelessness.

The current owners, who previously obtained funding through Microsoft's affordable housing initiative and maintained a set-aside of units at 80% AMI, put the property on the market for sale in 2023 and five for-profit developers submitted bids to convert it to market rate housing, losing the existing affordable units. Fortunately, LIHI was selected as the buyer and has signed a PSA with the seller. Funding from the City of Bellevue and ARCH will allow for the long-term preservation of affordable housing in downtown Bellevue and avoid the displacement of the existing residents.

LIHI's planned acquisition and rehabilitation includes the conversion of two rental units into a case manager's offices to provide on-site service to residents leaving 66 affordable rental units. Additionally, minor refreshing of the building interiors will be completed.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The application proposes housing that meets the City of Bellevue's priorities for its Housing Stability Program Funding; providing housing for households earning below 30% of median income, addressing and prevent homelessness and housing instability, and focusing on underserved, vulnerable residents in Bellevue (e.g., homeless families with children and other eligible populations).
- The property provides 22 units for households exiting homelessness, including both two-bedroom units for families. Further, the proposed project will have 10 units set-aside for veterans and an additional 10 for people with physical disabilities.

- Funding an acquisition brings affordable units online and into the Bellevue portfolio much more quickly than funding new construction. Conservatively, the Aventine will bring affordable units online 18-24 months sooner than a similar new construction.
- The acquisition of the property will mitigate displacement of existing renters who are living in units previously advertised as affordable, workforce units.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested from ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

Funds shall be used by the Agency towards **acquisition, construction, soft costs, financing, capitalized reserves and other development costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of furnishings, fixtures, and equipment, rehab, remediation and construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. Funds not expended at the end of the construction period will be de-obligated.

2. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payments if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
3. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.

4. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, including approximately **22 units for households exiting homelessness**. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1 BR	2 BR	Total Units
30%	5	5	2	12
50%	10	10	-	20
60%	15	4	-	19
80%	9	6	-	15
Total	39	25	2	66

5. Agency must submit for ARCH staff approval a management, affirmative marketing, and services plans.
6. On a monthly basis, Agency shall provide ARCH with updates on the following:
- Status of management and services plan including service partnerships and development on formal MOUs and operating agreements.
 - Status update on other financing and financing partnerships negotiations.
 - Agency will provide a Capital Needs Assessment (CNA) for staff review and approval.

4. Catholic Housing Services (CHS) – Emma McRedmond Manor

Funding Request:	\$2,150,000 (Contingent Loan) 32 Affordable Units (including 1 manager unit)
Executive Board Recommendation:	\$500,000 (Contingent Loan)
Additional City Investment	
via ARCH Housing Trust Fund:	\$600,000 (Contingent Loan)
Total Award:	\$1,100,000 (Contingent Loan)

Project Summary:

Emma McRedmond Manor is an existing three-story senior housing project with 32 apartments located in downtown Redmond. Built in 1988, the building is nearly 35 years old and has yet to be substantially rehabilitated, other than re-cladding and window replacement performed in 2010. CHS is proposing a substantial renovation to improve the building's energy efficiency and extend the remaining useful life of the structure by approximately 20 years. The scope of work consists of upgrades to the building exterior, building systems (plumbing and mechanical), common areas, units, and landscaping/site work. In addition, the project will convert one manager's unit to an affordable unit, resulting in 32 1BR units affordable at 50% AMI, of which 31 will receive Section 8 Project-Based Rental Assistance through July 2032. The proposal includes financing under the HUD 221 program (Mortgage Insurance for Rental or

Cooperative Housing). The program provides insurance on mortgages that support new construction or substantial rehabilitation of multifamily rental or cooperative housing for moderate-income families, elderly households, and disabled households.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The project preserves much-needed housing for low-income seniors and persons with disabilities in a very desirable, amenity-rich area of East King County.
- The project preserves valuable ongoing HUD support in the form of grant funding for the Resident Services Coordinator and Section 8 Project-Based Rental Assistance.
- The project is permit ready and has a HUD Section 221(d)(4) loan already committed, with additional funds leveraged from King County.
- The City of Redmond has indicated its willingness to allocate \$600,000 in funding that will help close the project's funding gap.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested from ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payments if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
3. Funds shall be used by the Agency towards **acquisition, construction, soft costs, financing, capitalized reserves, and other development costs**. Funds may not be used for any other purpose unless ARCH staff provides written authorization for the alternate use. Spending of furnishings, fixtures, and equipment, rehab, remediation, and construction contingency must be approved in advance by ARCH. If - after the completion of the project - there are budget line

items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. Funds not expended at the end of the construction period will be de-obligated.

4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for seniors for at least 55 years, with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by ARCH staff

Affordability	1BR	Total
50%	32	32
Total	32	32

6. **Agency must submit for ARCH staff approval of management, affirmative marketing, and services plans.**
7. **Agency shall submit updates to ARCH regarding other potential funders, including HUD and King County.**
8. **Agency shall provide an updated Project Architectural and Cost Analysis Report and updated development budget, both of which are HUD approved, prior to commencement of construction.**

5. Bellwether Housing – Overlake TOD

Funding Request:	\$3,500,000 (Contingent Loan) 333 Affordable Units (including 3 manager units)
Executive Board Recommendation:	\$2,000,000 (Contingent Loan)
Additional City Investment via ARCH Housing Trust Fund:	\$1,500,000 (Contingent Loan)
Total Award:	\$3,500,000 (Contingent Loan)

Project Summary:

Bellwether Overlake Apartments is located in the Overlake Village neighborhood of Redmond directly across from the future Overlake Village light rail station. The project will provide 333 homes for low- to moderate-income households (30-80% AMI), including set-asides and services specific to people living with physical, intellectual and developmental disabilities (IDD), and much-needed two- and three-

bedroom family-sized units, achieving an average of 50% AMI across the site. The project is located on Sound Transit surplus property.

In collaboration with a coalition of nonprofit partners and the City of Redmond, the ground floor commercial spaces will incorporate small business incubation, non-profit organizational support, culturally informed community services, and services provided by the City of Redmond. An adjacent open space parcel will complement the ground floor uses and potentially consist of a food truck corral, food garden, cultural night markets. Programming of the adjacent open space will be provided by the community partners in the project for the benefit of the community.

Services for the project residents will be provided primarily by Hopelink, a service provider who has served homeless and low-income families, children, seniors, and people with disabilities on the Eastside since 1971. In addition, SAILS Washington, a DDA-contracted service provider, will provide supported living services for the project's ten IDD residents.

The project will be financed with a combination of public and private financing sources, including but not limited to 4% Low Income Housing Tax Credits, Amazon Housing Equity Fund, Evergreen Impact Housing Fund, senior private lender loan, ARCH funds, King County TOD fund, and the State Housing Trust Fund.

Funding Rationale:

The Executive Board recommends funding this application for the following reasons:

- Funding this year's request for additional capital demonstrates continued commitment from ARCH to this priority project and will allow the project to secure other sources of leverage.
- The project advances key objectives in the City of Redmond Affordable Housing Strategy, providing a large amount of low and moderate-income affordable housing units in a strategic location close to jobs and transportation.
- This project leverages significant investments from public and private funding sources, including King County TOD funds which are specifically set aside for the Overlake TOD and Amazon housing equity funds structured as a grant and a below market loan product.
- The project takes advantage of surplus public property provided at no cost by Sound Transit and the City and helps deliver additional City goals for development of retail and office.
- The project will provide a significant number of units affordable to very low-, low- and moderate-income households, as well as IDD units, within a high-opportunity area near good jobs, various transportation options, and other public and private amenities.
- The project is a priority for the City of Redmond, which has indicated a willingness to invest additional funding to move the project forward.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twenty-four (24) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be

requested from ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

2. Funds shall be used by the Agency towards **construction, soft costs, financing, capitalized reserves, and other development costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of furnishings, fixtures, and equipment, rehab, remediation, and construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. If funds are not expended at the end of the construction period, will be de-obligated.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer a payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
7. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, including approximately **ten units set-aside for people with disabilities**. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1 BR	2 BR	3 BR	Total
30%	25	15	10	5	55
50%	30	130	48	33	241
80%	5	8	11	13	37
Total	60	153	69	51	333

5. Agency must submit for ARCH staff approval a management, affirmative marketing, and services plan.

- ## **6. Attain Housing – Totem Six Plex**

Executive Board Recommendation: \$0

The proposed project is the new construction of a three-story structure with six two-bedroom units of transitional housing for homeless families earning up to 30% of area median income (AMI). The property currently contains an existing four-plex building owned and managed by Attain Housing. Attain also manages the four plex on the lot next to the proposed construction site. The proposed new building will sit on what is currently a lawn between the two four plex buildings. The project represents an expansion of existing programs operated by Attain, with overall capacity growing from 8 to 14 units across the three buildings.

The Executive Board supports the concept of the Attain Housing proposal but does not recommend funding at this time. The Executive Board would welcome an application in a future round so that Attain Housing can address the issues identified below:

- ARCH awarded funds for technical assistance in the previous funding round to assist with a variety of tasks. These funds have not yet been utilized and the application submitted in 2023 was unchanged from the previous year. Prior to a new application, Attain is encouraged to address the following:
 - Secure project management capacity, including recommended engagement of a development consultant who will assist with the financing and project management of the project through construction completion.
 - Further develop building design, permitting, siting and parking in conformance with zoning requirements.
 - Pursue and obtain funding commitments of other public funding sources and make progress on the needed capital campaign.
 - Further development of development budgets and operating budgets based on current construction market and industry conditions.

- Development of a project schedule consistent with the proposed funding and local permitting requirements.
- Further evaluate the long-term strategy for funding supportive services for transitional housing.

7. Inclusion Housing – Scattered Sites

Funding Request: \$400,000 (Secured Grant)
7 Affordable Beds

Executive Board Recommendation: \$0

Project Summary:

The proposed project will serve individuals with Intellectual and Developmental Disabilities (IDD) in King County where there is a large demand for Supported Living services and affordable, stable housing. The acquisition includes the purchase of a total of six homes. ARCH's funding, (in conjunction with State and other local sources) will only be used for the Alpha SLS South Branch and the Children's IHS Homes, described below. Inclusion is proposing the purchase of the other four homes utilizing other local and State sources of funding.

The Alpha SLS South Branch is proposed to be a 3-bedroom home located in around the Kirkland/Redmond area that will serve three adults with developmental disabilities receiving Supported Living services from Alpha. The Children's IHS Home is proposed to be a 4-bedroom home located around the Bothell/Kenmore/Woodinville area that will serve children with developmental disabilities between the age of 11 and 20. Alpha will provide residential services through the DDA Intensive Habilitation Services program. The fourth bedroom must be used as an agency office to provide the required in-home oversight.

Funding Rationale:

The Executive Board supports the intent of the Inclusion Housing proposal but does not recommend funding at this time for the reasons described below:

- In 2023, the ARCH Trust Fund is significantly oversubscribed and CAB was not able to meet the needs of all the requests. It is anticipated that the State will be able to provide additional funding to this project to help fill its funding gap and proceed without ARCH funding.

Standard Conditions: (will apply to all projects)

1. Agency shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by ARCH staff. If the Agency is unable to adhere to the budgets, ARCH must be immediately notified and (a) new budget(s) shall be submitted by the Agency for ARCH's approval. ARCH shall not unreasonably withhold its approval to (a) revised budget(s), so long as such new budget(s) does not materially adversely change the Project. This shall be a continuing obligation of the Agency. Failure to adhere to the budgets, either original or as amended may result in withdrawal of ARCH's commitment of funds.
2. Agency shall submit evidence of funding commitments from all proposed sources. In the event commitment of funds identified in the application cannot be secured in the timeframe identified in the application, the Agency shall immediately notify ARCH, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to ARCH review and approval.
3. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to the following: contractor solicitation, bidding, and selection; wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to refinance acquisition costs.
4. Agency shall maintain documentation of any necessary land use approvals and permits required by the city in which the project is located.
5. Agency shall submit quarterly monitoring reports through completion of the project, and annually thereafter, and shall submit a final budget upon project completion. If applicable, Agency shall submit initial tenant information as required by ARCH.
6. Agency shall maintain the project in good and habitable condition for the duration of the period of affordability. Changes to the unit and affordability mix can are subject to change with Staff approval.
7. ARCH, through its Administrative Agency, may negotiate, approve, execute, and record amendments or releases of any ARCH loan documents as may be needed for the project; provided the project still provides the anticipated affordable housing and there is sufficient collateral to secure the members' financial investment, all as determined by ARCH staff.

Attachment 1: Proposed Funding Sources

PROJECTS RECOMMENDED FOR 2023 FUNDING

	Spring District			Emma McRedmond		2023 Recommended
	TOD	Larus	Aventine	Manor	Overlake TOD	Funds
Bellevue	224,100	86,200	206,900	172,300	689,700	1,379,200
Bothell	23,700	9,100	21,900	18,200	72,900	145,800
Clyde Hill	3,500	1,400	3,300	2,700	10,900	21,800
Hunts Point	1,500	600	1,300	1,100	4,500	9,000
Issaquah	80,800	31,100	74,500	62,100	248,500	497,000
Kenmore	3,600	1,400	3,400	2,800	11,200	22,400
Kirkland	97,900	37,600	90,300	75,300	301,100	602,200
Medina	4,100	1,600	3,800	3,200	12,600	25,300
Mercer Island	7,900	3,000	7,300	6,100	24,300	48,600
Newcastle	3,100	1,200	2,900	2,400	9,600	19,200
Redmond	155,200	59,700	143,300	119,400	477,600	955,200
Sammamish	21,800	8,400	20,100	16,800	67,100	134,200
Woodinville	21,400	8,200	19,700	16,500	65,800	131,600
Yarrow Point	1,400	500	1,300	1,100	4,200	8,500
Local Funds	650,000	250,000	600,000	500,000	2,000,000	4,000,000
Redmond Add'l				600,000	1,500,000	2,100,000
2023 ARCH Awards	650,000	250,000	600,000	1,100,000	3,500,000	6,100,000
Prior 2022 Award	350,000					350,000
Award Totals	1,000,000	250,000	600,000	1,100,000	3,500,000	6,450,000

Attachment 2: Project Economic Summaries

Applicant: BRIDGE Housing
Project Name: Spring District TOD
Location: 1601 120th Avenue NE, Bellevue, WA
Project Description: New construction of Buildings 2 and 6, which consist of 235 permanently affordable units at 30%-60% AMI.

Project Sources	Amount	Status
Low Income Housing Tax Credits (4%)	\$62,318,118	Proposed
Amazon Housing Equity Fund - Loan	\$22,100,000	Committed
Amazon Housing Equity Fund - Grant	\$3,750,000	Committed
City of Bellevue	\$6,500,000	Proposed
ARCH	\$1,000,000	Proposed
King County TOD	\$10,000,000	Proposed
State Dept. of Commerce HTF	\$8,000,000	Proposed
BRIDGE General Partner Equity	\$6,792,535	Committed
Deferred Developer Fee	\$1,750,000	Committed
Perm Loan	\$16,215,207	Proposed
Total Sources	\$138,425,860	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$70,000	\$298	\$0.31
Construction	\$97,012,064	\$412,817	\$432.68
Soft Costs	\$18,806,285	\$80,027	\$83.88
Pre-Development / Bridge Financing	\$26,958	\$115	\$0.12
Construction Financing	\$11,223,605	\$47,760	\$50.06
Permanent Financing	\$805,615	\$3,428	\$3.59
Capitalized Reserves	\$1,053,598	\$4,483	\$4.70
Other Development Costs	\$9,267,735	\$39,437	\$41.34
Bond Related Costs	\$160,000	\$681	\$0.71
Total Uses	\$138,425,860	\$589,046	\$617.39

Applicant: TWG and Imagine Housing
Project Name: Larus Senior Housing
Location: 7520 NE Bothell Way, Kenmore, WA
Project Description: 175 units of affordable housing for seniors (62+) at 40%, 50% and 60% AMI

Project Sources	Amount	Status
ARCH	\$3,900,000	Proposed
King County TOD	\$4,980,000	Proposed
Amazon Housing Equity Fund	\$15,200,000	Proposed
Deferred Developer Fee	\$3,829,635	Proposed
Federal Energy Equity	\$153,000	Proposed
Low Income Housing Tax Credits (4%)	\$21,872,953	Proposed
Perm Loan	\$16,350,000	Proposed
City/CHIP	550,000	Proposed
Total Sources	\$66,835,588	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs:	\$4,506,827	\$25,753	\$35.47
Construction:	\$46,583,103	\$266,189	\$366.60
Soft Costs:	\$8,980,017	\$51,314	\$70.67
Pre-Development / Bridge Financing	\$539,128	\$3,081	\$4.24
Construction Financing	\$3,335,814	\$19,062	\$26.25
Permanent Financing	\$375,379	\$2,145	\$2.95
Capitalized Reserves	\$765,750	\$4,376	\$6.03
Other Development Costs	\$1,366,444	\$7,808	\$10.75
Bond Related Costs	\$383,126	\$2,189	\$3.02
Total Uses	\$66,835,588	\$381,918	\$525.98

Applicant: Low Income Housing Institute (LIHI)
Project Name: The Aventine
Location: 211 112th Ave NE, Bellevue WA
Project Description: Renovation and acquisition of an existing 5-story, 68-unit apartment community for the preservation of housing for households at 30%, 50% and 80% AMI

Project Sources	Amount	Status
City of Bellevue	\$8,500,000	Proposed
ARCH	\$1,500,000	Proposed
State HTF	\$5,000,000	Proposed
King County	\$5,000,000	Proposed
WSHFC 501(C)3	\$13,000,000	Proposed
Total Sources	\$33,000,000	

Project Uses	Amount	Per Bed	Per SF
Acquisition Costs	\$29,300,000	\$430,882	\$751.09
Construction	\$1,220,400	\$17,947	\$31.28
Soft Costs	\$915,800	\$13,468	\$23.48
Pre-Development / Bridge Financing	\$750,000	\$11,029	\$19.23
Permanent Financing	\$150,000	\$2,206	\$3.85
Capitalized Reserves	\$273,800	\$4,026	\$7.02
Other Development Costs	\$390,000	\$5,735	\$10.00
Total Uses	\$33,000,000	\$485,294	\$845.94

Applicant: Catholic Housing Services of Western Washington (CHS)
Project Name: Emma McRedmond Manor
Location: 7960 169th Ave NE, Redmond, WA 98052
Project Description: Rehabilitation of an existing three-story senior housing project with 32 apartments for seniors up to 50% AMI.

Project Sources	Amount	Status
HUD	\$6,288,200	Proposed
ARCH HTF	\$1,100,000	Proposed
Sponsor (existing reserves)	\$306,738	Proposed
King County	\$1,150,000	Proposed
Deferred Developer Fee	\$250,000	Committed
Total Sources	\$9,094,938	

Project Uses	Amount	Per Home	Per SF
Acquisition Costs	\$667,507	\$20,860	\$16.28
Construction	\$7,146,312	\$223,322	\$174.29
Soft Costs	\$441,850	\$13,808	\$10.78
Construction Financing	\$272,489	\$8,515	\$6.65
Permanent Financing	\$253,644	\$7,926	\$6.19
Capitalized Reserves	\$64,000	\$2,000	\$1.56
Other Development Costs	\$249,136	\$7,786	\$3.41
Total Uses	\$9,094,938	\$284,217	\$219.26

Applicant: Bellwether
Project Name: Overlake TOD
Location: 15218 NE Shen Street, Redmond, WA
Project Description: New construction of 333 homes for low- to moderate-income households (30-80% AMI), including set-asides and services specific to people living with physical, intellectual and developmental disabilities (IDD).

Residential Project Sources	Amount Total	Amount per Unit
4% LIHTC Equity	\$ 67,588,520	\$2,048,137
Senior Private Lender Loan	\$ 21,000,000	\$636,364
Amazon Housing Equity Fund	\$ 36,630,000	\$1,110,000
Evergreen Impact Housing Fund	\$ 13,458,054	\$407,820
Developer Fee Note	\$ 2,500,000	\$75,758
King County TOD Fund	\$ 5,000,000	\$151,515
WA State HTF	\$ 5,000,000	\$151,515
ARCH HTF	\$ 3,500,000	\$106,061
IDD HTF	\$ 2,900,000	\$87,879
Bellwether Sponsor Note	\$ 3,968,062	\$120,244
Total Sources	\$ 161,544,636	\$4,895,292

Commercial Project Sources	Amount Total	Amount per SF
Senior Private Lender Loan (taxable)	\$ 4,015,146	\$101
Microsoft Grant	\$ 1,000,000	\$25
The City of Redmond	\$ 509,597	\$13
Bellwether Sponsor Note	\$ 31,938	\$1
Total Sources	\$ 5,556,681	\$139

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$340,000	\$1,021	\$1.00
Construction	\$128,667,759	\$386,390	\$379.81
Soft Costs	\$ 14,768,733	\$44,351	\$43.60
Pre-Development / Bridge Financing	\$300,000	\$901	\$0.89
Financing and Bond Related Costs	\$18,204,709	\$54,669	\$53.74
Other Development Costs	\$4,820,116	\$14,475	\$14.23
Total Development Costs	\$167,101,317	\$501,806	\$493.26



Memorandum

Date: 2/6/2024

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

File No. CM 24-018

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
Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Planning and Community Development	Micah Ross	Senior Engineer
Public Works	Chris Stenger	Deputy Director

TITLE:

Approval of the Redmond Technology Station Operations and Maintenance Agreement

OVERVIEW STATEMENT:

The Operations and Maintenance Agreement documents the roles and responsibilities required for future operation and maintenance between Redmond and Sound Transit at the Redmond Technology Station site.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan
- **Required:**
N/A
- **Council Request:**
N/A

- **Other Key Facts:**

Sound Transit and Redmond have overlapping infrastructure on the Redmond Technology Station site. This agreement is critical and necessary to allocate maintenance and operations responsibility as assets are opened to the public.

OUTCOMES:

Redmond and Sound Transit will agree upon operation and maintenance responsibilities for the Redmond Technology Station site. Elements covered under this agreement include the City owned Direct Access Ramp to the Redmond Technology Station Bridge and NE 40th Street Stormwater Quality Facility.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
2023 - Present
- **Outreach Methods and Results:**
Staff from Planning and Public Works have reviewed the draft agreement and worked with Sound Transit on creating the final document.
- **Feedback Summary:**
All parties have agreed on the content of the O&M Agreement

BUDGET IMPACT:

Total Cost:

Staff working on this agreement are funded through the adopted budget.

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

Budget Offer Number:

000014 Transportation CIP, 000002 Ground & Surface Water Management

Budget Priority:

Vibrant & Connected, Healthy & Sustainable

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

If yes, explain:

None

Funding source(s):

General Fund-Transportation Maintenance, Utility Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
	Item has not been presented to Council	

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/20/2024	Business Meeting	Approve

Time Constraints:

The Operations and Maintenance Agreement must be approved prior to the start of light rail service and opening of the Direct Access Ramp between the station platform and the Redmond Technology Station Bridge.

ANTICIPATED RESULT IF NOT APPROVED:

Some portions of the new infrastructure at the Redmond Technology Station may not be opened to the public when 2 Line service begins.

ATTACHMENTS:

Attachment A: Draft Operations and Maintenance Agreement

Attachment B: Exhibit A to Operations and Maintenance Agreement

REDMOND TECHNOLOGY STATION
OPERATION AND MAINTENANCE AGREEMENT

GA 0029-24

THIS OPERATION AND MAINTENANCE AGREEMENT (this “Agreement”) is entered into by and between the CITY OF REDMOND, a Washington municipal corporation (the “City”), the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY a regional transit authority organized under the laws of the State of Washington (“Sound Transit”), collectively “Parties” and individually “Party.”

RECITALS

- A. Sound Transit is constructing the East Link light rail project to extend light rail service between downtown Seattle and the Overlake area of Redmond. The East Link project includes a light rail station, a bus transit center, and parking garage, referred to as the Redmond Technology Station (“RTS”), a public transit facility owned by Sound Transit.
- B. Pursuant to that certain “Agreement between the City of Redmond, the Central Puget Sound Regional Transit Authority, and Microsoft Corporation for the Overlake Transit Center Component of the East Link Extension” effective February 27, 2014, as amended (the “Funding Agreement”), Microsoft constructed a pedestrian and bicycle bridge crossing from one side of the SR-520 corridor to the other, and the Direct Access Ramp (DAR) connecting RTS to the main structure and Microsoft’s east and west campus, Northeast 40th Street and 156th Avenue Northeast in Redmond, and a regional pedestrian and bicycle trail (the “Pedestrian Bridge”).
- C. Microsoft and Sound Transit determined that the Pedestrian Bridge element of the Agreement and other changes were required to be removed from the Agreement due to Microsoft’s desire to change the size and location of the Pedestrian Bridge. The Parties executed that certain Second Amendment dated June 13, 2019. The Original Agreement as modified by the First and Second Amendment is referred to herein as the “Funding Agreement.”
- D. As described in the Funding Agreement, the Parties believe that the Pedestrian Bridge serves an important function to provide a safer and more convenient way for pedestrians and cyclists to access public transit and the surrounding businesses and communities and desire to enter into this Agreement to establish clear roles and responsibilities for each Party for the ongoing maintenance, operations and repair of the Pedestrian Bridge, approach ramps, or other infrastructure; and
- E. The Pedestrian Bridge is no longer an Overlake Transit Center (“OTC”) Element as defined in Second Amendment of the Funding Agreement and Sound Transit shall not construct the Bridge as part of the OTC Redesign. Instead, Microsoft has constructed the Bridge

pursuant to a separate construction services agreement between Microsoft and the Washington State Department of Transportation (“WSDOT”) and a Construction Agreement between Microsoft and the City.

- F. The Agreement provides that, subject to the City’s final written acceptance and transfer of the completed Pedestrian Bridge from Microsoft, and other city owned infrastructure at the RTS, the City shall own and have primary responsibility for the operation and maintenance of the infrastructure as shown in Exhibit A.
- G. Pursuant to the Funding Agreement, it is necessary for the Parties to enter into a separate agreement to establish responsibilities for operating and maintaining the following, but not limited to, the Pedestrian Bridge, stormwater treatment facility, public utilities or other infrastructure as appropriate;

NOW THEREFORE, in consideration of the recitals, terms, and conditions, and covenants contained herein, the Parties agree as follows:

1. PURPOSE

The Purpose of this Agreement is to establish roles and responsibilities related to the ownership, operations, inspections and maintenance of infrastructure components (see Exhibit A).

2. PARTY RESPONSIBILITIES

- 2.1. The City shall operate and maintain the entirety of the city owned infrastructure at the City’s sole expense except for those areas described below and shown on Exhibit A as maintained by Sound Transit. The City shall maintain the infrastructure in a state of good repair, as defined in 49 CFR 625 as the condition in which a capital asset is able to operate at a full level of performance, including, without limitation, performing custodial activities, routine maintenance and repair.
- 2.2. The City shall operate and maintain the structure and foundation of the Pedestrian Bridge and Direct Access Ramp (“DAR”) and conduct periodic physical inspections of the Pedestrian Bridge and DAR structures on a twenty-four (24) month cycle, or more frequently, as determined by the City and review of the Pedestrian Bridge structure and all pier foundations. The City shall be responsible for all costs, labor, and materials relating to the maintenance, operation, and control of all infrastructure owned by the city, or identified below and shown on Exhibit A:
 - 2.2.1. Within City’s street and sidewalk easements adjacent and connected to City right-of-way
Street, curbs, concrete sidewalk, asphalt sidewalks, curb ramps, tactile warnings, street trees & landscaping, utility infrastructure (water & drainage), striping, signing, lighting,

2.2.2. On Sound Transit station property

Within the Stormwater Easement - all elements of the water quality facility including, but not limited to, maintenance holes and pipes, the water quality structure and components, other drainage facilities in stormwater easement, curbs, pavement and gates for maintenance access, electrical utilities serving City infrastructure, irrigation system components serving City landscape areas. These are contained with the easement no. 20201116002509.

Drainage catch basins and pipes serving the Pedestrian Bridge near the street end of NE 36th Street.

Water mains, hydrants, services and associate infrastructure which are included within the easements no's 20201216001444 and 20201216001445.

2.2.3. Pedestrian Bridge and DAR Easement

Pedestrian Bridge, ramp and all supporting elements including, pavement, curb, railings, handrails, lighting, signing and striping, utilities and drainage that serve the pedestrian bridge and ramp. Specific responsibilities for the DAR are delineated in Exhibit A.

- 2.3. Sound Transit shall be responsible for maintaining and repairing the walls and elements that are part of the flyer stop structure the DAR connects to, as shown in Exhibit A. Sound Transit is not responsible for maintaining any portion of the Pedestrian Bridge or DAR structure.

2.4. Cooperation, Good Faith Efforts and Responsibility for Quality of Work

The Parties understand and agree that the successful performance of this Agreement depends upon timely and open communication and cooperation between the Parties. Each Party shall be responsible for the quality, technical accuracy, timelines, and coordination of all services performed by such Party, its employees and contractors pursuant to this Agreement.

2.5. Pedestrian Bridge and DAR Hours of Operation

The Pedestrian Bridge will be open to the public seven (7) days per week, twenty four (24) hours per day as required in the WSDOT Trail Lease except for periods when maintenance or repair of the Bridge requires its closure. The Parties agree that routine maintenance typically will not result in closure of the Pedestrian Bridge and DAR. Routine maintenance, such as sweeping, cleaning, graffiti removal, and normal trash collection, may require restricting use to portions of the Pedestrian Bridge and DAR in the immediate area of the work, but should allow for passage of pedestrians and bicyclists across the length of the Pedestrian Bridge and DAR. Sound Transit will close access to the RTS during non-revenue hours, generally 1:00 AM to 5:00 AM daily. During that time access to the Pedestrian Bridge and DAR will be available along the SR 520 NE 40th Street Eastbound off ramp sidewalk.

2.6. Access and Notification of Work

Each Party shall allow reasonable access by the other Parties to those portions of its property necessary to operate and maintain facilities and systems and to carry out the terms of this Agreement.

2.6.1 The Parties shall provide each other with prior written or electronic notice a minimum of 2 business days in advance of any maintenance activities or activities that require performing work on the other Party's property and facilities.

All work near Sound Transit's trackway will need to follow the current ST Track Access Permit Process. This procedure is followed to ensure safe working conditions for all work performed on, near or adjacent to the trackway and may take up to 14 days to complete prior to permit approval.

If any Party's maintenance or repair activities will result in the need to close the Pedestrian Bridge or DAR, such Party will provide at least seven (7) days prior written or electronic notice of such maintenance or repair work to the other Parties. The Parties agree to notify each other by phone or email as soon as is reasonably possible for emergency maintenance and operations activities that require immediate action or where snow and ice removal is necessary for safety reasons. The Parties shall conduct or direct their work so as not to unreasonably interfere with, obstruct, or endanger the operations of each Party's properties.

2.6.2 The primary point of contacts at each agency are:

ST: LCC (Link Control Center) OMF, Seattle 206-205-8177

Redmond: City Maintenance and Operations Center, 425-556-2800

2.7. Signage

The City shall be responsible at its sole expense for installing, cleaning, maintaining, repairing, and replacing, in whole or in part, all signage within the public right of way and public easements that apply to the City's operations.

2.8. Future Cameras

The City may install cameras on the Pedestrian Bridge and DAR in the future. Any installation within the easement area and the track operational area will be reviewed and coordinated with Sound Transit. The City will be responsible for obtaining any permits and approvals for the installation in advance.

3. **DESIGNATED REPRESENTATIVES.**

3.1. Each Party shall designate a representative who shall be responsible for coordination of communications between the parties regarding the matters set forth in this Agreement and who shall act as the primary point of contact for each Party. The Designated Representatives shall communicate as necessary to discuss the status of the tasks to be performed, identify upcoming decisions and provide any information or input necessary

to inform those decisions, and to identify and resolve disputes related to the operation and maintenance of the Bridge, Vault or other infrastructure in a timely manner. The name and contact information of a Designated Representative may be updated by a Party in writing by electronic mail to the other Parties. A change in the name and/or contact information of a Designated Representative shall not be considered an amendment to this Agreement.

SOUND TRANSIT
Director Operations Facility
Maintenance
401 S. Jackson St.
Seattle, WA 98104-2826
206-370-5521

CITY OF REDMOND
Deputy Director Public
Works
15670 NE 85th Street
Redmond, WA 98073-7910
425-403-5510

4. LEGAL RELATIONS

- 4.1. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
- 4.2. Each Party to this Agreement will defend, indemnify and save harmless any other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions. No Party will be required to defend, indemnify or save harmless any other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of another Party. Where such claims, suits, or actions result from concurrent negligence of the Parties, or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the Party's own negligence. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. **For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.**
- 4.3. The indemnification provisions in this paragraph shall survive the expiration or termination of this Agreement.

5. DISPUTE RESOLUTION

- 5.1 The Parties agree that no Party shall take or join any action in any judicial or administrative forum to challenge actions of another Party associated with this Agreement or the Project, except as set forth herein. Neither Party will be required to complete the dispute resolution process if a Party may lose or forego a right, remedy, or cause of action that may be time barred before the dispute resolution process can be completed.
- 5.2 Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process.
- 5.3 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.
- 5.4 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:
- A. Level One - Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, any Party may refer the dispute to Level Two.
 - B. Level Two - Sound Transit's Executive Director of Operations and the City's Public Works Director, shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, any Party may refer the dispute to Level Three.
 - C. Level Three - Sound Transit's Chief Executive Officer or Designee and the City Mayor or Designee, shall meet to discuss and attempt to resolve the dispute in a timely manner.
- 5.5 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within twenty-one (21) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation or arbitration. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, no Party has an obligation to agree to refer the dispute to mediation, arbitration, or other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

6. NOTICES

- 6.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representatives.
- 6.2 Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Designated Representatives as listed herein, followed by delivery by methods (i) – (iii) above unless the recipient acknowledges receipt of the electronic communication.

7. GENERAL PROVISIONS

- 7.1 The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or Redmond City Council are recognized to be legislative actions. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement provided, however, that where such actions or documents required must be first approved by vote of the Sound Transit Board or Redmond City Council, such actions are recognized to be legislative actions.
- 7.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.
- 7.3 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and Sound Transit.
- 7.4 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 7.5 No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.
- 7.6 This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.

- 7.7 Each Party shall be responsible for all its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 7.8 The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible or impracticable by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slowdowns, or power outages exceeding available back-up power supplies; or other events beyond the control of the Parties. This Agreement shall not be revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of all parties' employees or property, or the health, safety, and integrity of the public, public right-of-way, or public or private property.
- 7.9 This Agreement may be amended only by a written instrument executed by each of the Parties hereto. Except that Exhibits may be modified by mutual agreement of the Parties and documented by signed dated revisions.
- 7.10 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.
- 7.11 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.
- 7.12 All exhibits attached to this Agreement are hereby incorporated into this Agreement.
- 7.13 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 7.14 This Agreement may not be assigned by any of the Parties nor the obligations transferred without the consent of the other Parties in their sole discretion.

8. TERM

This Agreement shall take effect as of the date Microsoft Corporation transfers the Pedestrian Bridge to the City and all permanent easements are recorded and remain in effect until such date as the Pedestrian Bridge and other infrastructure may be permanently decommissioned or removed from service by separate written agreement of the Parties, or by mutual agreement of the Parties.

{Signature Page to follow}

**CENTRAL PUGET SOUND REGIONAL THE CITY OF REDMOND
TRANSIT AUTHORITY
(SOUND TRANSIT)**

By: _____
Name:
Title: Deputy Chief Executive Officer

Date: _____

Authorized by Motion No. _____

Approved as to form:

By: _____
Mattelyn Tharpe, Legal Counsel

By: _____
Name: Angela Birney
Title: Mayor

Date: _____

Authorized by Ordinance _____

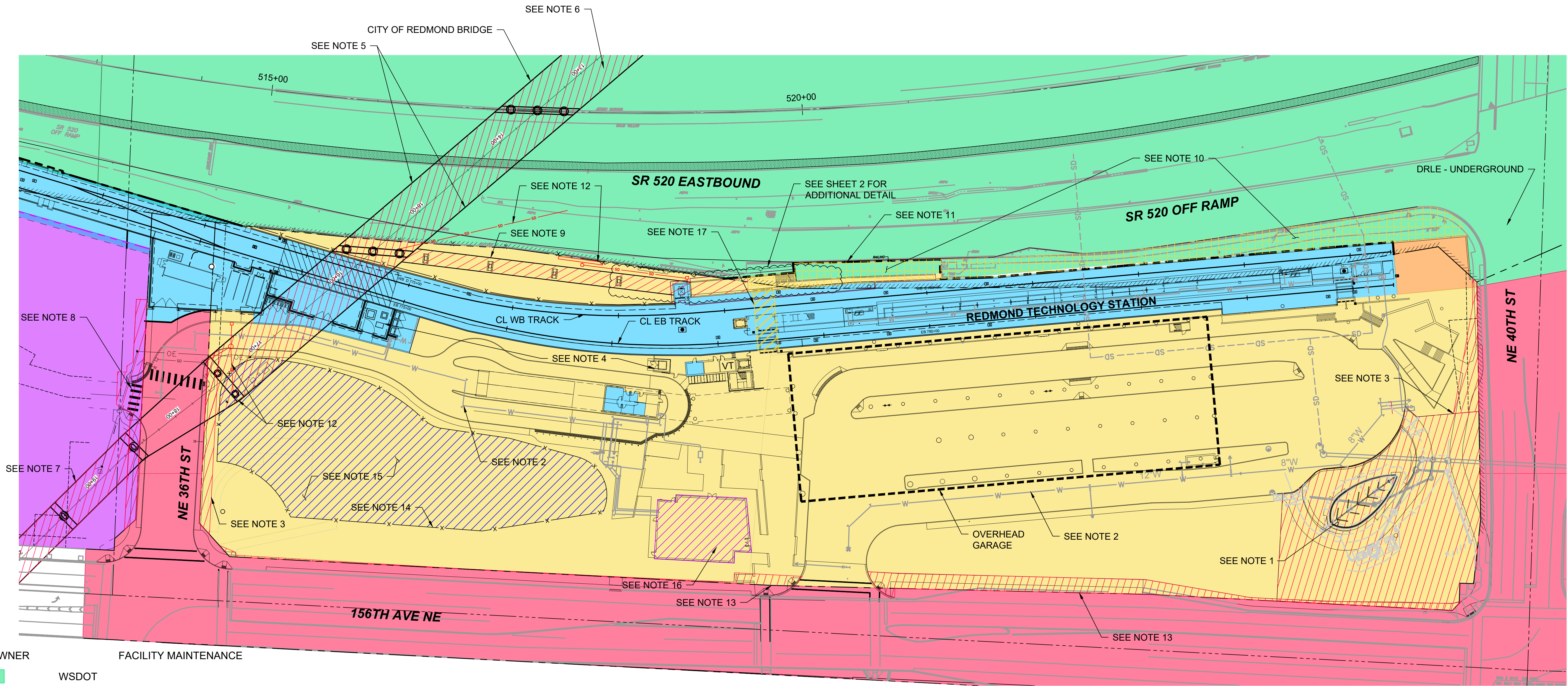
Approved as to form:

By: _____
Daniel P. Kenny, City Attorney

Exhibit List:

Exhibit A – Infrastructure Components

EXHIBIT A
SHEET 1 OF 2



PROPERTY OWNER		FACILITY MAINTENANCE	
	WSDOT		ST LINK OPS
	CITY OF REDMOND		MICROSOFT
	ST FACILITIES		R200
	PROPERTY MANAGEMENT		MAINTENANCE DISCUSSION TBD (ST OR WSDOT)

O&M NOTES

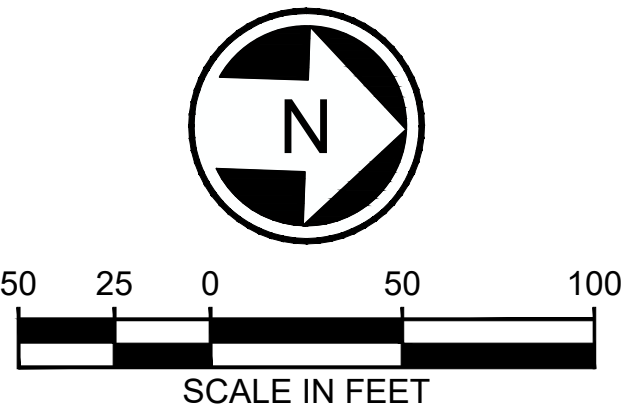
1. STORMWATER EASEMENT AREA AND ALL WATER QUALITY SYSTEMS AND APPURTENANCES OWNED AND MAINTAINED BY CITY OF REDMOND
2. WATER LINE, HYDRANTS, AND METERS OWNED, OPERATED AND MAINTAINED BY THE CITY OF REDMOND (EASEMENT 10' OC, 20' TOTAL WIDTH)
3. PUBLIC SIDEWALK AND UTILITY EASEMENT. SIDEWALK MAINTAINED BY CITY OF REDMOND
4. ELECTRICAL EQUIPMENT INCLUDING PRIMARY METERING CABINET, TRANSFORMERS AND SERVICE CONDUITS OWNED, OPERATED, AND

MAINTAINED BY PSE

5. CITY OF REDMOND OWNS AND MAINTAINS THE PEDESTRIAN BRIDGE AND DIRECT ACCESS RAMP STRUCTURES, COLUMNS, DRAINAGE AND RELATED BRIDGE APPURTENANCES
6. WSDOT OWNS AND MAINTAINS UNDERLYING PROPERTY, EXCEPT FOR PEDESTRIAN BRIDGE COLUMNS AND RELATED APPURTENANCES
7. MICROSOFT OWNS AND MAINTAINS UNDERLYING PROPERTY, EXCEPT FOR DIRECT ACCESS RAMP, COLUMNS, AND RELATED BRIDGE APPURTENANCES
8. PUBLIC SIDEWALK AND UTILITY EASEMENT. SIDEWALK MAINTAINED BY CITY OF REDMOND

9. SOUND TRANSIT OWNS AND MAINTAINS UNDERLYING PROPERTY, EXCEPT FOR DIRECT ACCESS RAMP, COLUMNS, AND RELATED BRIDGE APPURTENANCES
10. SOUND TRANSIT OWNS AND MAINTAINS UNDERLYING SUBSURFACE SOIL NAIL WALL TIEBACKS AND RELATED APPURTENANCES
11. SOUND TRANSIT STORM DRAINAGE UNDER WSDOT UTILITY PERMIT
12. REDMOND WILL BE RESPONSIBLE FOR DRAINAGE IN THIS AREA AS WELL AS OTHER UTILITIES THAT SERVE THE PEDESTRIAN BRIDGE
13. REDMOND WILL BE RESPONSIBLE FOR ALL SIDEWALK MAINTENANCE ALONG 156TH STREET

14. FENCED AREA FOR PROPERTY MANAGEMENT
15. FUTURE TOD. SITE TO MAINTAINED BY PROPERTY MANAGEMENT
16. MICROSOFT LEASE OF BUILDING, INCLUDES ALL MAINTENANCE OF STRUCTURE, UTILITY SERVICES AND FDC'S, EXCLUDING SOLAR PANELS ON ROOF
17. CONNECTION FROM GARAGE AT LEVELS 2,3, AND 4, MAINTAINED BY ST FACILITIES.

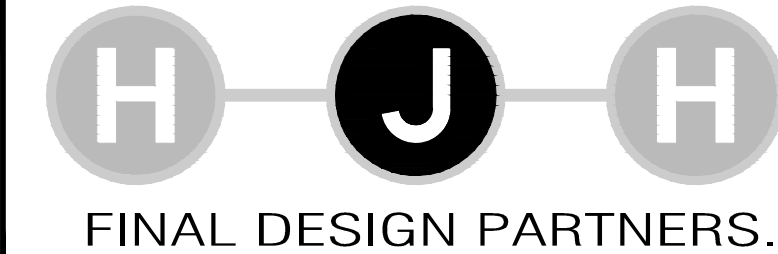


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No.	DATE	DSN	CHK	APP	REVISION
0	10/2023				O&M EXHIBIT

DESIGNED BY:
DRAWN BY:
CHECKED BY: J. ARNESEN
APPROVED BY: R. McKELVY

SUBMITTED BY:



DATE:

REVIEWED BY:
J. FORGETTE

LINE IS 1" AT
FULL SCALE



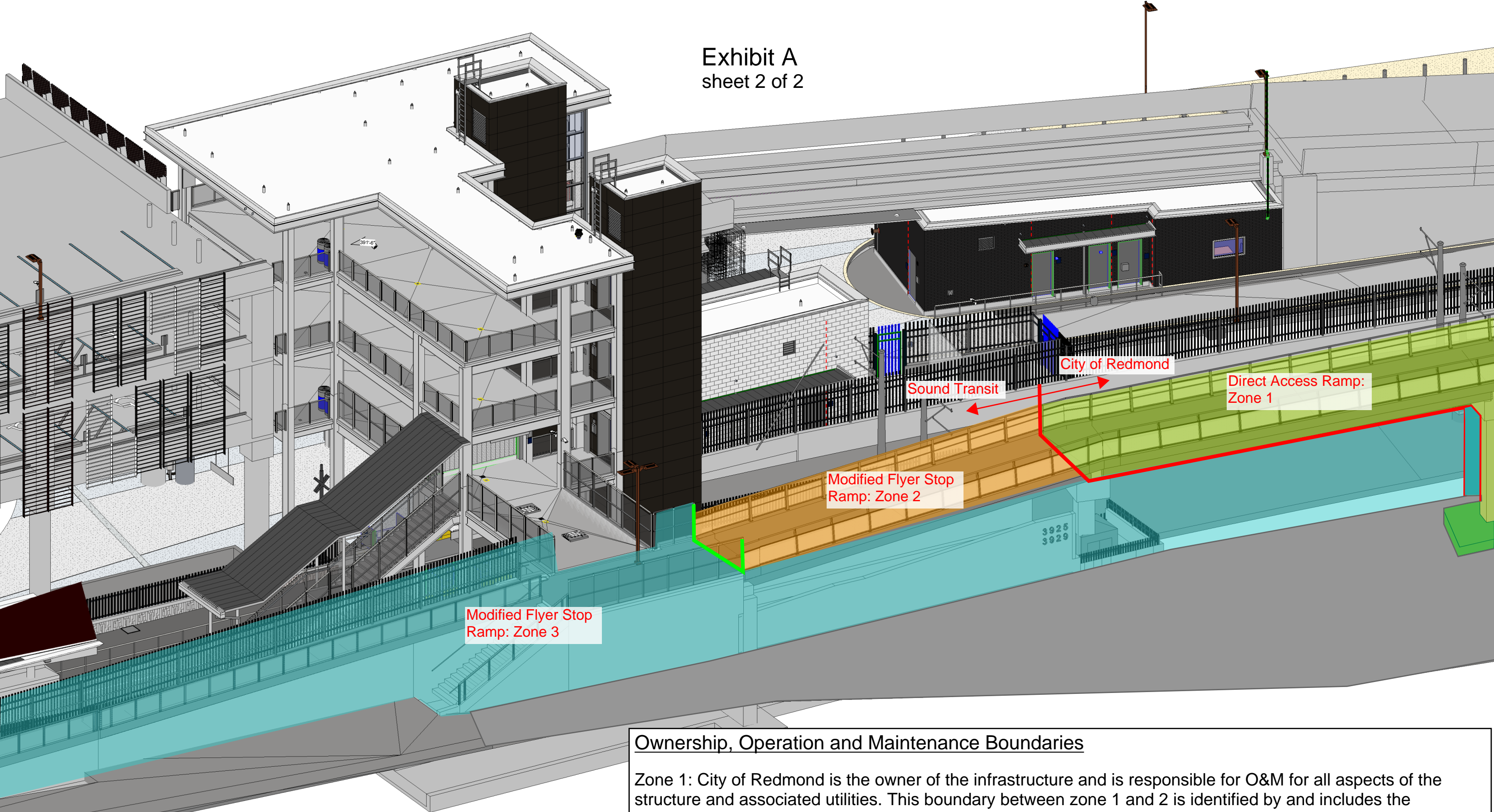
DATE:

SCALE: 1" = 50'
FILENAME: E360-L88-ONM208
CONTRACT No.: RTA/CN 0122-13
DATE: 10/04/2023

EAST LINK EXTENSION
CONTRACT E360

E360 RTS O&M MAP

DRAWING No.:
LOCATION ID: L88
SHEET No.: 1
REV: 0



- Ownership Boundary
- O&M Boundary

Ownership, Operation and Maintenance Boundaries

Zone 1: City of Redmond is the owner of the infrastructure and is responsible for O&M for all aspects of the structure and associated utilities. This boundary between zone 1 and 2 is identified by and includes the expansion joint.

Zone 2: Sound Transit is the owner of the infrastructure. The City of Redmond is responsible for the O&M of the pavement surface, curb, handrail, railing, and lighting. Sound Transit is responsible for the structure below the surface. This boundary between zone 2 and 3 is identified by handrail type and construction joint.

Zone 3: Sound Transit is the owner and responsible for all O&M.



Memorandum

Date: 2/6/2024

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

File No. CM 24-678

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
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DEPARTMENT STAFF:

Public Works	Mike Haley	Project Manager
Public Works	Jeff Thompson	Utility Engineer
Public Works	Steven Gibbs	Acting Construction Manager

TITLE:

Approve Final Contract with Harbor Pacific Contractors in the Amount of \$9,100,463 and Accept Construction for the Wastewater Pump Station 13 Replacement Project.

OVERVIEW STATEMENT:

Requesting Council to approve the final contract and accept construction for the Wastewater Pump Station 13 Replacement project (No. 1809-404-03). This contract with Harbor Pacific Contractors had a base bid amount of \$9,487,500, plus, or minus change orders and bid items increases or decreases, resulting in a final contract amount of \$9,100,463.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

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

OUTCOMES:

This project keeps the City on the path to completing the wastewater pump station upgrade program and improves the safety, reliability, and capacity of Wastewater Pump Station 13. This project replaced an aging wastewater pumping station and the new station will assure continuation of service to the rezoned Marymoor Subarea neighborhood.

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:
\$9,100,463

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

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable

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

Funding source(s):
Wastewater CIP

Budget/Funding Constraints:
N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/17/2020	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/20/2024	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: Pump Station 13 Replacement Project Information Sheet

Attachment B: Pump Station 13 Replacement Additional Project Information

CIP Project Information Sheet

Project Name: Lift Station 13 Replacement and 70th Street Force Main

Project Status: Existing

Functional Area(s): Wastewater

Relevant Plan(s): General Wastewater Plan, Utilities Strategic Plan

Neighborhood: Southeast Redmond

Location: 6505 176th Avenue NE

Description:

Construct a new wet well/dry well lift station and sewer pipe connecting to the new station.

Time Frame: 2018-2023

Budget Priority: Healthy and Sustainable

Citywide Rank: 151

Functional Area Priority: High

Anticipated Outcomes: *Primary:* Upgrade/Enhancement *Secondary:*

New lift station designed to serve the future needs of the Marymoor subarea.

Request: *Primary Reason(s):*

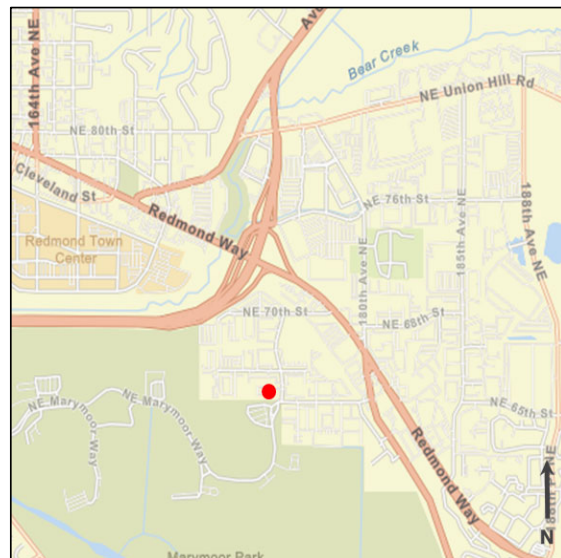
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$13,300,000	\$430,795							\$13,730,795
Approved Changes									
Current Approved Budget	\$13,300,000	\$430,795							\$13,730,795
Proposed New Budget	\$13,300,000	\$430,795							\$13,730,795
Proposed changes due to	___ Scope Change	___ Schedule Change	___ Budget Change						

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)									
Right of Way									
Design (31-100%)	\$1,157,000								\$1,157,000
Construction	\$12,143,000	\$330,795							\$12,473,795
Contingency		\$100,000							\$100,000
Total	\$13,300,000	\$430,795							\$13,730,795

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost									

Explanation: No M&O costs expected.

Proposed Funding Source:	Prior	2023-2028	Future	Total
Wastewater CIP	\$13,300,000	\$430,795		\$13,730,795
Total	\$13,300,000	\$430,795		\$13,730,795



Attachment B – Additional Project Information

Project Background

The 2019-2020 Wastewater CIP includes several projects to replace or abandon wastewater pump stations due to aging and failing equipment. Wastewater Pump Station 13 was built in 1985 to provide wastewater conveyance for a large area of the Marymoor Business Park. The existing station's equipment was beyond its useful life and has now been replaced.

In 2017, the Marymoor Subarea (Business Park) was rezoned from light industrial to a combination of multi-family and commercial. The new zoning requires the pump station system capacity to be increased to accommodate this new development. The new wastewater pump system is now complete and is ready to receive the added flows from the rezoned area. The anticipated flow from the rezoned area would have exceeded the capacity of the older wastewater pump system.

Project Description

This project constructed a replacement for Wastewater Pump Station 13 with a new station pumping wastewater into a new 12-inch force main along 176th Ave NE and NE 70th St that discharges to the King County wastewater collector. Gravity sewer main was also replaced around the pump station to carry higher flows anticipated from the rezoned development. This project piping installation has been completed in advance of the Sound Transit work. The pump station includes replacement of pumps, controls, electrical panel, standby power, valves, piping, safety equipment, and other items identified during design. The new station has been constructed in an existing easement on the Lake Washington Institute of Technology site adjacent to the existing pump station site and Marymoor Park. This is the same property that is currently leased by the City of Redmond for use as the Redmond Community Center at Marymoor Village. The project experienced numerous challenges including: the pandemic disruption, franchise utility relocation delays, and difficulty dewatering the ground water for the caisson and pipe installation. These factors combined to extend the project duration from a one year to three years.

The original 2016 cost estimate for the pump station rehabilitation (\$3.1M) assumed the station would be rehabilitated in the existing location to serve the existing neighborhood with no increase in its original 400 gallons per minute (gpm) capacity. The updated cost estimate in the 2019-2020 CIP (\$15.0M) acknowledged that the project scope increased to serve a rezoned Marymoor Subarea (Business Park) that will require a much larger pump station with increased capacity (2,000 gpm) to serve the fully redeveloped neighborhood. The \$11.9M increase in cost is funded through a Wastewater Additional Connection Charge that was approved by City Council on December 4, 2018.

Fiscal Information

Current Project Budget

Wastewater CIP	\$13,730,795
Total Funding	\$13,730,795

Estimated Project Costs

Design	\$1,063,231
Construction	\$10,900,000
Total Estimated Project Cost	\$11,963,231

Budget Difference	\$1,767,564
Contingency returned to Wastewater CIP	

Photos



Completed pump station



Control room training for MOC staff



Memorandum

Date: 2/6/2024

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

File No. CM 24-024

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
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DEPARTMENT STAFF:

Public Works	Rob Crittenden	Project Manager
Public Works	Gina Schroeder	Program Administrator
Public Works	Steve Gibbs	Interim Engineering Manager

TITLE:

Approve Final Contract with NPM Construction in the Amount of \$314,522 and Accept Construction for the Three Rapid Rectangular Flashing Beacon Crosswalks Project.

OVERVIEW STATEMENT:

The Three Rapid Rectangular Flashing Beacon (RRFB) Crosswalks Project consists of intersection improvements at NE 116th Street and 159th Ave NE, Bear Creek Parkway and 159th Place NE, and 180th Ave NE and NE 70th Street. The contract with NPM Construction combined two projects in the CIP (Project Nos. 2116-316-03 and 2117-316-03) for a total bid amount of \$335,338.

The final contract amount, even after taking into account plus or minus change orders and bid item increases or decreases is \$314,522 (under budget). Staff requests Council to accept construction of this project in order to proceed with the appropriate project close-out proceedings.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

N/A

- **Required:**

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

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

OUTCOMES:

This project improves the safety of pedestrian street crossings at NE 116th St and 159th Ave NE, Bear Creek Parkway and 159th Pl NE, and 180th Ave NE and NE 70th St.

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:
\$314,522

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):
CIP

Budget/Funding Constraints:
N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/20/2024	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 A1: TSIP - Ped Xing 116th and 159th PIS and Vicinity Map

Attachment A2: TSIP - RRFB 180th-70th and Bear Cr-159th PIS and Vicinity Map

Attachment B: Additional Project Information



CIP Project Information Sheet

Project Name: Targeted Safety Improvement Project - Pedestrian Crossing (NE 116th Street at 159th Avenue NE)

Project Status: Project Complete

Functional Area(s): Transportation

Relevant Plan(s): Transportation Master Plan

Neighborhood: North Redmond

Time Frame: 2021-2023

Budget Priority: Vibrant and Connected

Citywide Rank: 159

Functional Area Priority: High

Location: NE 116th Street and 159th Avenue NE

Description:

Install new rectangular rapid flashing beacon crossing, curb ramp, and minor sidewalk installation.

Anticipated Outcomes: **Primary:** Upgrade/Enhancement **Secondary:** Safety

Safer pedestrian crossing.

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

Increases pedestrian safety on NE 116th St where no flashing crosswalk exists in the project vicinity. Cost increase due to inflation and scope changes.

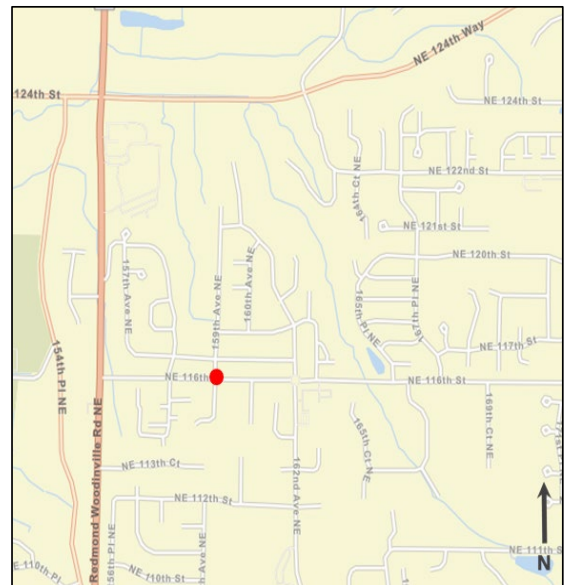
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$30,000	\$114,645							\$144,645
Approved Changes	\$75,000	\$16,118							\$91,118
Current Approved Budget	\$105,000	\$130,763							\$235,763
Proposed New Budget	\$57,651	\$178,112							\$235,763
Proposed changes due to	<input type="checkbox"/> Scope Change	<input type="checkbox"/> Schedule Change	<input checked="" type="checkbox"/> Budget Change						

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)									
Right of Way									
Design (31-100%)	\$57,651	\$7,015							\$64,666
Construction		\$171,097							\$171,097
Contingency									
Total	\$57,651	\$178,112							\$235,763

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost									

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Transportation CIP	\$57,651	\$178,112		\$235,763
Total	\$57,651	\$178,112		\$235,763





CIP Project Information Sheet

Project Name: Targeted Safety Improvement Project - Rectangular Rapid Flash Beacon Crossings

Project Status: Project Complete

Functional Area(s): Transportation

Relevant Plan(s): Transportation Master Plan

Neighborhood: Citywide - Multiple

Time Frame: 2022-2023

Budget Priority: Vibrant and Connected

Citywide Rank: 160

Functional Area Priority: High

Location: 180th Avenue NE at NE 70th Street; Bear Creek Parkway at 159th Place NE

Description:

Install new rectangular rapid flashing beacon crossing with partial solar power, curb ramp, and minor sidewalk installation.

Anticipated Outcomes: **Primary:** Upgrade/Enhancement **Secondary:** Safety

Safer pedestrian crossing.

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

Increase pedestrian safety where no flashing crosswalk exists in project vicinity.

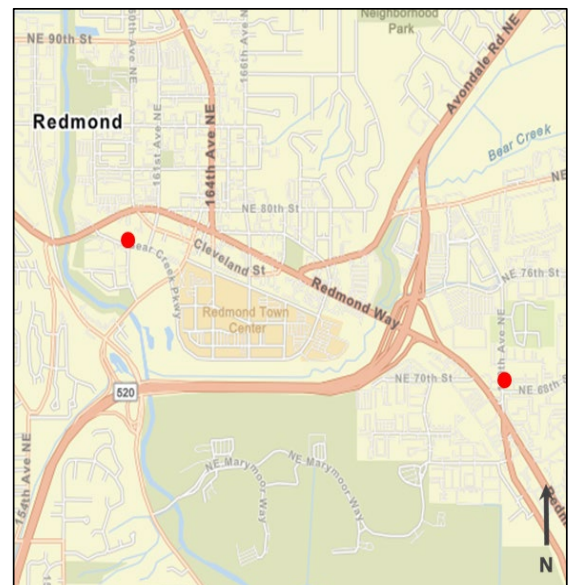
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$151,358	\$74,655							\$226,013
Approved Changes		\$88,584							\$88,584
Current Approved Budget	\$151,358	\$163,239							\$314,597
Proposed New Budget	\$57,943	\$256,653							\$314,597
Proposed changes due to	___ Scope Change	___ Schedule Change	___ Budget Change						

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)									
Right of Way									
Design (31-100%)	\$57,943	\$10,240							\$68,184
Construction		\$246,413							\$246,413
Contingency									
Total	\$57,943	\$256,653							\$314,597

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost									

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Business Tax	\$57,943	\$256,654		\$314,597
Total	\$57,943	\$256,654		\$314,597



Attachment B – Additional Project Information

Project Background

The Three Rapid Rectangular Flashing Beacon (RRFB) Crosswalks Projects are the result of requests from the public to help visibility when people are trying to cross streets. Prior to Traffic Operations and Safety Engineering Division evaluating these locations, there were no existing marked crosswalks and the nearest marked crosswalk was 1,000 ft or more, which exceeds the City standard. Due to the site conditions (surrounding land use and street type) of the new crosswalk locations, RRFBs are included in the scope to provide awareness to drivers.

Fiscal Information

Current Project Budget

Transportation CIP	\$550,360
Total Funding	\$550,360

Estimated Project Costs

Design	\$132,849
Construction	\$377,314
Total Estimated Project Cost	\$510,163

Budget Difference **\$40,197**

Previous Project-Related Council Touches

Date	Meeting	Action
3/21/2023	City Council	Award Construction Contract

Project Photos

Bear Creek Parkway and 159th Place NE



180th Ave NE and NE 70th Street



NE 116th Street and 159th Ave NE





Memorandum

Date: 2/6/2024

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

File No. CM 24-026

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
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DEPARTMENT STAFF:

Public Works	Eric Dawson	Senior Engineer
Planning and Community Development	Micah Ross	Senior Engineer

TITLE:

Approve Final Contract with Westwater Construction Company and Accept Construction, in the amount of \$1,286,240, for the Redmond Way/ELSP/180th Ave NE Intersection Improvements

OVERVIEW STATEMENT:

Staff is requesting Council to approve the final contract and accept construction for the Redmond Way/ELSP/180th Ave NE Intersection Improvements (No. 2012-096-03). This contract with Westwater Construction Company had a base bid amount of \$1,286,260, plus or minus change orders and bid items increases or decreases, resulting in a final contract amount of \$1,286,240.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

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

OUTCOMES:

Approving this action keeps the City on the path to completing the construction phase of this project, which will help with safety and capacity enhancements at the intersection, as well as helping to mitigate additional traffic generated with growth in Downtown and Marymoor Village and the addition of the Marymoor light rail station.

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:
\$1,286,240

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 CIP: \$112,280
- Business Tax: \$1,207,311
- Sound Transit Contribution to Project: \$803,375

Budget/Funding Constraints:
N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/1/2022	Committee of the Whole - Planning and Public Works	Provide Direction
3/15/2022	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/20/2024	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 Intersection Improvement Project - Redmond Way and East Lake Sammamish Parkway

Project Status Existing

Functional Area(s) Transportation

Relevant Plan(s) Transportation Master Plan

Neighborhood Southeast Redmond

Time Frame 2020-2023

Budget Priority Vibrant and Connected

Citywide Rank 153

Functional Area Priority High

Location Redmond Way/East Lake Sammamish Pkwy/180th Avenue NE Intersection

Description:

Intersection improvements including new vehicle capacity, revised pedestrian crossings, and new bicycle lanes.

Anticipated Outcomes: *Primary*. Upgrade/Enhancement *Secondary*

Improved intersection safety for pedestrians and bicyclists as well as optimized lane utilization.

Request: *Primary Reason(s)*

Project in construction during end of 2022. Funds in 2023 account for closeout. Bids came in higher than engineer's estimate.

Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$1,998,000								\$1,998,000
Approved Changes	\$168,150	\$293,116							\$461,266
Current Approved Budget	\$1,829,850	\$293,116							\$2,122,966
Proposed New Budget	\$1,702,503	\$252,190	\$26,557						\$1,981,250
Proposed changes due to	<input type="checkbox"/> Scope Change <input checked="" type="checkbox"/> Schedule Change <input checked="" type="checkbox"/> Budget Change								

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)	\$60,879								\$60,879
Right of Way									
Design (31-100%)	\$395,622								\$395,622
Construction	\$1,246,001	\$252,190	\$26,557						\$1,524,749
Contingency									
Total	\$1,702,503	\$252,190	\$26,557						\$1,981,250

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost					\$2,000	\$2,000	\$2,000	ongoing	\$6,000

Explanation Increased channelization maintenance required starting three years out from project completion.

Proposed Funding Source	Prior	2023-2028	Future	Total
Transportation CIP	\$112,280			\$112,280
Other jurisdiction - Sound Tra	\$562,360	\$241,015		\$803,375
Business Tax	\$1,027,863	\$37,732		\$1,065,595
Total	\$1,702,503	\$278,747		\$1,981,250



Attachment B – Additional Project Information

Redmond Way/ELSP/180th Ave NE Intersection Improvements

Project Discussion

The project was completed the few issues other than a schedule impact. During construction, the signal and electrical subcontractor unexpectedly went bankrupt. The prime contractor was forced to find another subcontractor that was willing to take on the partially complete signal work. Fortunately, the prime found a reliable subcontractor that has completed many projects for Redmond, but it took 3 months. The signal work was completed, but it delayed the striping work such that we had to suspend work through the winter and complete the project the following spring. Despite all of this, the project was completed under budget.

Fiscal Information

Current Project Budget

Transportation CIP	\$112,280
Business Tax	\$1,207,311
Sound Transit	\$803,375
Total Funding	\$ 2,122,966

Estimated Project Costs

Preliminary Design	\$128,500
Design	\$274,405
Right of Way	\$0
Construction	\$1,578,345
Contingency	\$0
Total Estimated Project Cost	\$1,981,250

Budget Difference	\$141,716
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Project Photos



New signal and striping



ADA compliant curb ramp



New bike lane striping



Memorandum

Date: 2/6/2024

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

File No. CM 24-010

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron L. Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Aaron L. Bert	Department Director
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TITLE:

Adoption of an Ordinance Establishing Apprenticeship Requirements for City-Funded Public Works Contracts of \$1,000,000 or More

OVERVIEW STATEMENT:

An Ordinance of the City of Redmond, Washington, Adding a New Chapter 15.26 to the Redmond Municipal Code Establishing Apprenticeship Requirements for City-Funded Public Works Contracts of \$1,000,000 or More; Providing for Severability and Establishing an Effective Date. This ordinance adds a new chapter to the RMC which will require the use of apprentice labor on public work contracts which exceed \$1,000,000. The provisions within the ordinance align with initiatives from the State of Washington which seeks to expand the use of apprentice labor and provides a mechanism for encouraging such labor and a reporting mechanism.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
RCW 49.04
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The City benefits from this ordinance by encouraging and holding contractors accountable for achieving apprenticeship goals as a percentage of labor on a given project. By adopting this ordinance, the City aligns with other jurisdictions in the region, creating a larger initiative by demonstrating investment in such apprenticeship programs are beneficial by impacting and capturing a larger labor pool to bring into the trades. Creates a mechanism to monitor compliance and provides for exemptions and waivers when the use of apprenticeship labor is not practical or is not supported by job type or function.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
N/A

Budget Priority:
N/A

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

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date: 2/6/2024

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

File No. CM 24-010

Type: Committee Memo

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/20/2024	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Implementation is a State requirement and the City will be out of compliance with state statute.

ATTACHMENTS:

Attachment A: Ordinance

CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, ADDING A NEW CHAPTER 15.26 TO THE
REDMOND MUNICIPAL CODE ESTABLISHING
APPRENTICESHIP REQUIREMENTS FOR CITY-FUNDED
PUBLIC WORKS CONTRACTS OF \$1,000,000 OR MORE;
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE

WHEREAS, a well-trained, diverse workforce is critical to the economic and social vitality of the City of Redmond and the region; and

WHEREAS, journey level construction workers are retiring in numbers greater than the number of applicants to replace them, creating shortages of skilled construction workers impacting the region's ability to expand the economy, decreasing competition for the city's construction projects and increasing bids; and

WHEREAS, apprenticeship programs are an effective means of providing training and experience to individuals seeking to enter or advance in the workforce, offering the unique opportunity to earn living wages and receive excellent benefits while acquiring valuable marketable skills; and

WHEREAS, the experience of other agencies and jurisdictions in the region has shown that apprenticeship programs are effective in providing training and experience to individuals seeking to enter or advance in the workforce; and

WHEREAS, actions by the Washington State Apprenticeship and Training Council have made apprenticeships more widely available in the construction industry, and their program goals to attract women and minorities into their approved apprenticeship programs will provide greater opportunities for these workers on city public works projects; and

WHEREAS, the use of apprentices enrolled in an apprenticeship program approved by the Washington State Apprenticeship and Training Council ensure proper training and compliance with employment and wage regulations; and

WHEREAS, the city is committed to using training that is accepted industry-wide so that the resulting journey workers can enter the region's pool of skilled labor, fully qualified for the jobs throughout the industry.

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

Section 1. Classification. The new Chapter 15.26 of the Redmond Municipal Code added by this ordinance is of a general and permanent nature and shall become part of the City Code.

Section 2. Apprenticeship on Certain Public Works Projects. A new Chapter 15.26 is hereby added to the Redmond Municipal Code to read as follows:

Chapter 15.26

PUBLIC WORKS CONSTRUCTION PROJECTS - APPRENTICE
REQUIREMENTS

Sections:

<u>15.26.010</u>	<u>Definitions.</u>
<u>15.26.020</u>	<u>Use of apprentices required for public works.</u>
<u>15.26.030</u>	<u>Administration.</u>
<u>15.26.040</u>	<u>EAP utilization plan.</u>
<u>15.26.050</u>	<u>Exceptions and waivers.</u>
<u>15.26.060</u>	<u>Monitoring.</u>
<u>15.26.070</u>	<u>Reporting.</u>
<u>15.26.080</u>	<u>Failure to meet utilization goal.</u>

15.26.010 Definitions.

A. Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

- "Apprentice" means an apprentice enrolled in a state-approved apprenticeship training program.
- "Contractor" means a person, corporation, partnership, limited liability company, or joint venture entering into a contract with the city to construct a public work.
- "Labor hours" refers to the total number of hours worked by workers receiving an hourly wage who are directly employed on the site of the public work and who are subject to state or federal prevailing wage requirements. "Labor hours" shall also include hours worked by workers employed by subcontractors on the site of the public work, and shall include

additional hours worked as a result of a contract or project adjustment or pursuant to an agreed-upon change order.

- "Employee apprenticeship program (EAP)" refers to the requirements of this chapter and any administrative regulations applicable thereto.
- "EAP coordinator" refers to the person designated by the Public Works Director to administer and coordinate the employee apprenticeship program.
- "EAP utilization plan" refers to the plan for utilization of apprenticeship labor in a public work project that meets the requirements of RMC 15.26.040.
- "Estimated cost" shall mean the anticipated cost of a public work, as determined by the city, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.
- "Notice to proceed" refers to the written authorization to the contractor under the public work contract to commence work.
- "Public work" refers to all city funded construction projects that constitute a public work

pursuant to RCW 39.04.010 as now or hereafter amended and have an estimated cost of \$1,000,000 or more.

- "State-approved apprenticeship program" means an apprenticeship program approved or recognized by the Washington State Apprenticeship and Training Council.
- "Subcontractor" means a person, corporation, partnership, limited liability company, or joint venture that has contracted with the contractor to perform all or part of the work to construct a public work by a contractor.

15.26.020 Use of apprentices required for public works. Apprentices shall be utilized on the construction of all public works with an estimated cost of \$1,000,000 or more in accordance with this chapter.

15.26.030 Administration.

A. Apprenticeship Program Goal. All contractors and subcontractors constructing or involved with the construction of public works, and all service providers involved with the construction of a public work, shall ensure that no less than 15 percent of the labor hours be performed by apprentices.

B. Contract Requirements. Contracts for such construction projects shall include provisions detailing the apprentice labor requirements.

C. Call for Bids. All Calls for Bids issued by the City for public works requiring the use of apprentices shall state the apprenticeship requirements. All bids submitted shall be based on the use of apprentices at the required level. The bid form submitted by each bidder shall contain confirmation by the bidder that the bidder's proposal includes the use of apprentices at the required level.

D. Submission of EAP Utilization Plan. All contractors shall submit an EAP utilization plan and shall meet with the EAP coordinator to review said EAP utilization plan prior to being issued a notice to proceed. Failure to submit an EAP utilization plan may be grounds for the city to withhold remittance of a progress payment until such plan is received from the responsible contractor. A meeting with the EAP coordinator prior to issuance of a notice to proceed shall be excused only when the EAP coordinator is unavailable to meet prior to the scheduled date for issuance of the notice to proceed and the contractor and the EAP coordinator have otherwise scheduled a meeting

for the coordinator to review the contractor's plan. The contractor shall be responsible for meeting the EAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by subcontractors. To the extent possible, the contractor shall recruit apprentices from multiple trades or crafts.

15.26.040 EAP utilization plan.

A. The EAP utilization plan shall meet the following requirements:

1. Shall be submitted on forms prepared or approved by the EAP coordinator;

2. Shall specify the planned labor hours for each trade or craft;

3. Shall provide for quarterly reports, as well as a final report, indicating the total labor hours and the apprenticeship hours utilized by the contractor and all subcontractors on the project; and

4. Shall include a description of how the contractor will satisfy the EAP utilization goal on the particular public work project and include a summary of

outreach and recruitment procedures to hire apprentices to work on the project.

15.26.050 Exceptions and waivers.

A. During the term of a construction contract subject to this chapter, the Public Works Director may reduce or waive the apprentice labor hour goals upon his or her determination that:

1. The contractor has demonstrated a good faith effort to comply with the requirements of this chapter but remains unable to fulfill the goal;

2. The contractor has demonstrated that there is a lack of availability of apprentices in the Redmond, WA geographic area to meet the EAP utilization goals;

3. The reasonable and necessary requirements of the contract render apprentice utilization infeasible at the required levels;

4. There exists a disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum level of apprentice participation;

5. To the extent that apprentice labor hour goals are in conflict with funding agreements in place,

including federal aid projects, in connection with the public work; or

6. For reasons deemed appropriate by the Public Works Director, approved by City Council, and not inconsistent with the purpose and goals of this chapter.

15.26.060 Monitoring.

The Public Works Director shall implement a system for monitoring the actual use of apprentices in construction projects subject to this chapter. Such monitoring shall include identifying individual apprentices by name and Washington State apprenticeship registration number; reviewing documents provided by the contractor showing total apprentice labor hours; determining the apprentice hours worked by minorities and women, and as available, persons with disabilities and economically disadvantaged youth; and assessing whether the contractor has complied with the apprenticeship requirement established in its contract.

15.26.070 Reporting.

A. The Public Works Director shall report to the city council annually upon the use of apprentices for public work projects. The report shall include, to the extent it is available:

1. The percentage of labor hours actually worked by apprentices on each project and the total number of labor hours on each project;

2. The number of apprentices by contractor broken down by trade and craft category; and

3. The number and percentage of minorities, women, persons with disabilities and disadvantaged youth utilized as apprentices on each project.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality does not affect the valid or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

ADOPTED by the Redmond City Council this ____ day of _____,
2024.

CITY OF REDMOND:

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM:

DANIEL P. KENNY, CITY ATTORNEY

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



Memorandum

Date: 2/6/2024

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

File No. CM 24-028

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
Parks	Loreen Hamilton	425-556-2336

DEPARTMENT STAFF:

Public Works	Eric Dawson	Senior Engineer
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TITLE:

Budget increase for the Redmond Senior and Community Center of \$3,700,000 for a total project budget of \$61,700,000

OVERVIEW STATEMENT:

The current approved budget for the senior and community center is \$58,000,000. This request increases the overall project budget due to project change orders, an extended project duration, and additional consultant and city staff time to address required changes during construction.

Much of the financial risk has been realized and is known since the project is approximately 85% complete. An aggressive schedule due to the public safety need, inflation, and an active construction market have been reasons contributing to higher than initially anticipated construction costs (see Attachment B - Additional Project Information). This budget adjustment request includes contingency in the additional estimate to complete and staff anticipates this will be the final budget request to complete the project.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - Envision Redmond Senior Center Building Stakeholders Report March 2020
 - Redmond Community Strategic Plan
 - 2017 Community Priorities for the Future of Redmond's Community Centers Report
 - Redmond Comprehensive Plan
 - Redmond Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan

- Redmond Facilities Strategic Management Plan
- 2017-2022 Redmond Capital Investment Program (CIP). Redmond Zoning Code 21.10.070B
- **Required:**
City Comprehensive Plan: FW-23, CC-12, PR-19, PR-35, PR-36, PR-37, PR-38, UC-19, UC-20, DT-12, and DT-15, Redmond Zoning Code-RZC 21.10.070, RCW 39.10
- **Council Request:**
N/A
- **Other Key Facts:**
Due to the closure of the previous senior center, the City made a decision to pursue an aggressive timeline which included breaking the project into multiple building permits. During design consultation with the General Contractor/Construction Manager (GC/CM), the project team elected to break the construction project into two parts so material procurement that was impacted by the COVID related supply chain issues could begin before design was 100% complete.

Despite early material procurement, supply chain delays continued throughout the project, causing delays to the project which impacted original cost projections for material, labor and general contractor costs. Early material procurement bidding necessitated change orders to the contract as the design evolved to accommodate materials that met revised design requirements.

OUTCOMES:

Approval of the funding request allows for the completion of the senior and community center and keeps the project on track for an opening in the spring of 2024.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
See Attachment B - Additional Project Information
- **Outreach Methods and Results:**
See Attachment B - Additional Project Information
- **Feedback Summary:**
See Attachment B - Additional Project Information

BUDGET IMPACT:

Total Cost:

Current Budget:	\$58 million
Proposed Budget:	<u>\$61.7 million</u>
Proposed Adjustment:	+\$3.7 million

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

Budget Offer Number:

CIP

Budget Priority:

Infrastructure, Healthy and Sustainable, Vibrant and Connected

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

If yes, explain:

Market rates, inflation, an aggressive schedule, and an active construction market continue to drive construction costs (see Attachment B - Additional Project Information)

Funding source(s):

Debt proceeds	\$	16,139,840
General Fund	\$	13,352,557
Grants	\$	1,725,000
Impact Fees	\$	14,493,065
Misc - Solar Panels + contributions from Amazon and Emerald Heights REET	\$	289,427
	\$	12,000,111
<hr/>		
Total Approved Budget	\$	58,000,000
Proposed Supplement (REET)	\$	3,700,000
Total Proposed Budget	\$	61,700,000

Budget/Funding Constraints:

The City Council approved a total project budget of \$58 million on September 6, 2022. Councilmanic Bonds were issued with City Council approval in May 2022. Construction commenced in June 2022 and costs have continued to be high due to supply chain delays, a volatile market for labor, and inflation. Based on the construction changes to date, the project cannot be completed for \$58 million.

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	See Attachment B: Additional Project Information	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/20/2024	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, construction will be halted until an alternate budget resolution can be developed.

ATTACHMENTS:

Attachment A - Redmond Senior and Community Center Project Information Sheet

Attachment B - Additional Project Information



CIP Project Information Sheet

Project Name: Redmond Senior & Community Center Rebuild

Project Status: Existing - Revised

Functional Area(s): Parks, Facilities

Relevant Plan(s): PARCC Plan, Facilities Plan

Neighborhood: Downtown

Location: Redmond Municipal Campus

Description:

Design and construction of new Redmond Senior & Community Center

Time Frame: 2020-2024

Budget Priority: Healthy and Sustainable

Citywide Rank: N/A

Functional Area Priority: High

Anticipated Outcomes: *Primary:* Upgrade/Enhancement *Secondary:*

New senior and community center with an expected life of 60 years.

Request: *Primary Reason(s):*

Budget increase due to inflation, volatile construction costs, and bidding climate.

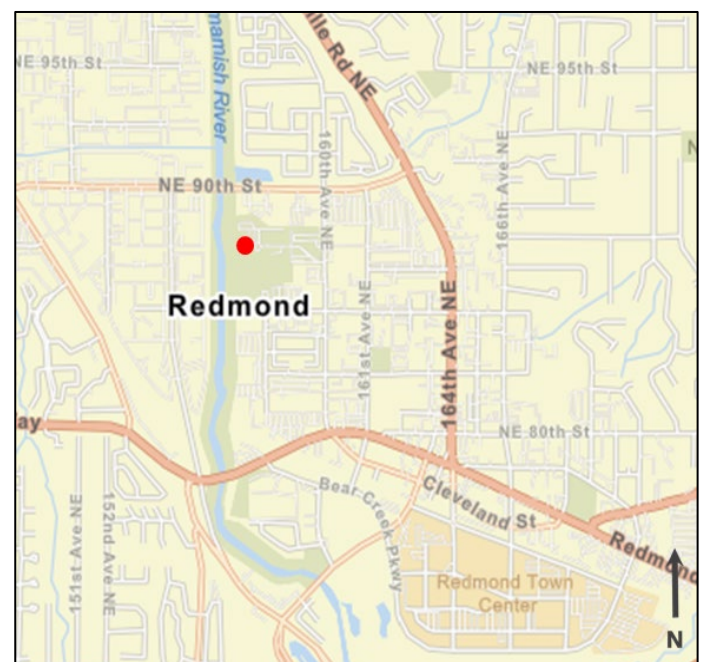
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$13,301,982	\$2,414,018	\$1,400,000						\$17,116,000
Approved Changes	\$11,778,018	\$18,005,982	\$1,100,000						\$30,884,000
Current Approved Budget	\$25,080,000	\$20,420,000	\$2,500,000						\$48,000,000
Proposed New Budget	\$25,080,000	\$30,420,000	\$2,500,000						\$58,000,000
Proposed changes due to	<input type="checkbox"/> Scope Change <input type="checkbox"/> Schedule Change <input checked="" type="checkbox"/> Budget Change								

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)	\$130,000								\$130,000
Right of Way									
Design (31-100%)	\$4,350,000								\$4,350,000
Construction	\$20,600,000	\$25,894,500	\$2,387,500						\$48,882,000
Contingency		\$4,525,500	\$112,500						\$4,638,000
Total	\$25,080,000	\$30,420,000	\$2,500,000						\$58,000,000

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost		\$167,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	ongoing	\$2,667,000

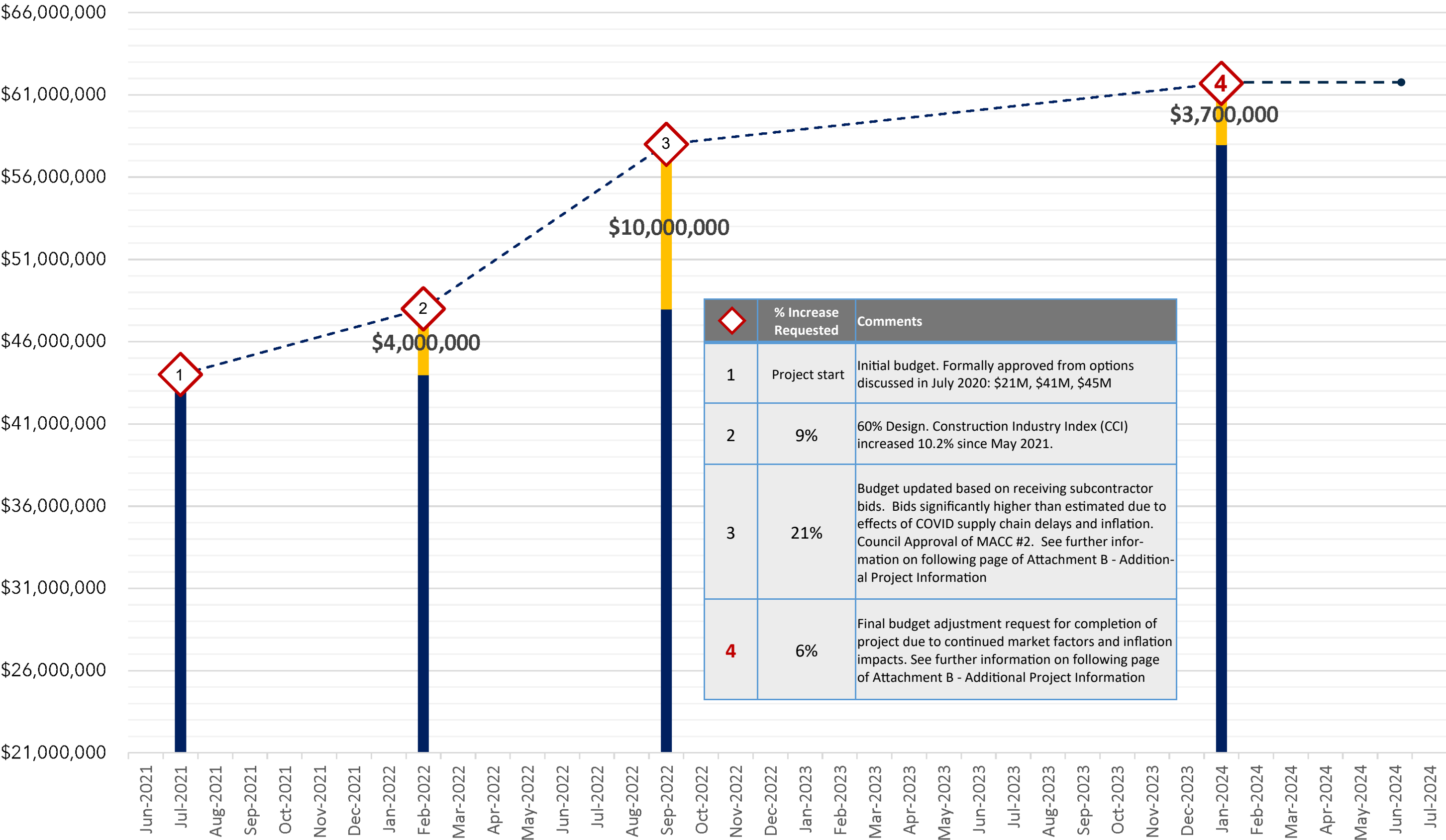
Explanation: Professional services, supplies, utilities, and outside repairs and maintenance.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
General Fund	\$3,845,991	\$9,618,606		\$13,464,597
Impact Fees	\$5,708,565	\$8,789,500		\$14,498,065
Real Estate Excise Tax	\$9,824,418	\$2,275,693		\$12,100,111
Bond Proceeds	\$4,263,799	\$11,736,201		\$16,000,000
Grant	\$1,250,000	\$500,000		\$1,750,000
Parks CIP	\$187,227			\$187,227
Total	\$25,080,000	\$32,920,000		\$58,000,000



Project Budget History

Approved Budget Adjustment Requests Total



Budget Adjustment Request



	Current Budget	Requested Budget	Difference	Comment
Contingency	\$4,000,000	\$5,400,000	\$1,400,000	Increased change orders due to supply chain delays, design changes from early procurement, and building features added. Changes include: - Civil/Structural: \$400K - Mech/Electrical: \$550K - Finishes/Hardware: \$450K
Contractor Overhead	\$3,700,000	\$4,700,000	\$1,000,000	Schedule delay increases contractor overhead costs. Contractor overhead approx. \$7,500/day, 133 added days
Sales Tax	\$4,300,000	\$5,000,000	\$700,000	Increase due to added contract cost plus project management accounting error. Sales tax for contingency was not included in project cost tracking
Construction Admin	\$2,500,000	\$3,200,000	\$700,000	Schedule delay increases city and consultant construction admin costs
Permit Fees	\$1,000,000	\$900,000	-\$100,000	Actual permit fees slightly less than estimated
		Total	\$3,700,000	

Attachment B – Additional Project Information

Redmond Senior and Community Center

Project Discussion

Q: Why did we need to increase the budget in September 2022? 

A: The third budget increase was the result of the impacts from COVID, greater than anticipated inflation, supply chain shortages, and labor shortages. Design of the project started towards the beginning of the COVID shutdowns. Construction estimates prepared by both the contractor and design consultant started to reflect some of the known impacts of COVID, however it wasn't until 6 months later when bids were received from subcontractors and suppliers did the City see the larger effects and impacts of COVID shutdowns, material, equipment and labor shortages, and inflation on the construction costs.

During development of the design documents the contractor started hearing about extended lead times on critical elements of the project so the City bid some elements of the project with 50% design documents - including the mass timber structural elements, mechanical equipment, and electrical equipment - knowing there would be changes as the design documents reached 100% (MACC #1). This allowed the City to secure a place in line with manufacturers around the country.

After the design documents were completed, the City bid the remaining elements of the project. Those elements were coming in higher than the budget. In some cases, the City was not able to secure bids, so the City set up allowances and would bid again at a future time (MACC #2).

At the time of that budget increase at MACC #2 the City assessed that full costs were captured reflecting all the impacts from the shortages and supply chain impacts. In assessing the impacts on schedule, the contractor and the City were in agreement the schedule could still be met for substantial completion.

Q: Didn't the budget increase in September 2022 (MACC #2) capture all added costs? 

A: After the MACC #2 budget approval, the City continued to receive reports and monitor market conditions which indicated continued delivery delays within the broader supply chain which would impact already placed orders.

The largest impact to the schedule and a major cost driver was from the timely procurement of electrical switchgear. This delay would impact overall completion of the project as these components drive so many other critical systems within the building. Working with the Contractor, the City determined project completion would need to be extended until mid-April 2024 or longer. However, after resequencing parts of the project and moving some commissioning activities, the project completion date was moved closer to the end of March 2024, but the project still needed to absorb higher operating costs due to the shortage (material, staff time).

While every attempt is made to contractually tie down delivery dates, there was concern expressed by our contractor and subcontractors if they pushed too hard, suppliers and manufacturers may just cancel

orders, particularly the mass timber, electrical and mechanical equipment (which can be standard industry practice).

The City also asked for some enhancements to the project to provide for better access for users of the new facility. These enhancements include hands free door openers for the locker rooms, Teams capability in the Community Room and the staff conference room, and additional power access outdoors to better serve our outdoor festivals. This budget increase also captures those costs.

The schedule slippage from November 2023 to March 2024 increased the Contractor's and major subcontractor's overhead costs as they provided staff and facilities to complete the project.

Q: Should the City have delayed the start of construction of the facility so we didn't have to make as many budget and schedule changes?

A: Delaying the start of construction until the project was 100% designed, inflation under control, labor, material shortages/impacts priced into the project would have increased both the time and costs to construct the project. Delaying the start could have pushed opening the new facility to the end of 2024, or early 2025. The City committed to the Senior user and City as a whole to complete the facility as soon as possible. This was the best approach to completing the new facility as close to the 2023 date as possible.

Project-Related Community/Stakeholder Outreach

01/09/2020	Stakeholder Conference Call
01/15/2020	Public Meeting - Facilitated by EnviroIssues and Patano
01/16/2020	Lunch Briefing with Seniors
01/23/2020	Public Meeting - Facilitated by EnviroIssues and Patano
02/06/2020	RYPAC Senior Center Discussion
02/10/2020	Community Centers Open House - Facilitated by Patano
02/24/2020	Stakeholder Meeting #1 - Facilitated by EnviroIssues
03/05/2020	Stakeholder Meeting #2 - Facilitated by EnviroIssues
12/14/2020	Project Update for Stakeholder Group and "Meet and Greet" with Architect Team
01/11/2021	Project Stakeholder Group Meeting #1
01/25/2021	Project Stakeholder Group Meeting #2
02/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations, Community Members, BIPOC Communities, etc., Leading Up to Public Meetings
02/17/2021	First Online Questionnaire Launches (Closed On 03/10/2021)
02/24/2021	Virtual Public Meeting #1 (Senior Focused Daytime & General Public Evening)
03/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations, Community Members, BIPOC Communities, etc., Leading Up to Public Meetings
03/01/2021	Project Stakeholder Group Meeting #3
03/22/2021	Project Stakeholder Group Meeting #4

03/24/2021	Virtual Public Meeting #2 (Senior Focused Daytime & General Public Evening)
03/24/2021	Second Online Questionnaire Launches (Closed on 04/03/2021)
05/24/2021	Project Stakeholder Group Meeting #5
06/14/2021	Project Stakeholder Group Meeting #6
10/11/2021	Project Stakeholder Group Meeting #7
11/15/2021	Project Stakeholder Group Meeting #8
01/10/2022	Project Stakeholder Group Meeting #9
02/28/2022	Project Stakeholder Group Meeting #10
Monthly Briefings	Parks and Trails Commission
Monthly Briefings	Arts and Culture Commission
Monthly Briefings	Senior Advisory Committee

Previous Project-Related Council Touches

Date	Meeting	Requested Action
09/17/2019	Business Meeting	Receive Information
12/03/2019	Business Meeting	Receive Information
02/11/2020	Study Session	Receive Information
02/25/2020	Committee of the Whole - Finance, Administration, and Communications	Receive Information
03/03/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/02/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/23/2020	Study Session	Receive Information
07/07/2020	Committee of the Whole - Parks and Human Services	Receive Information
07/28/2020	Study Session	Receive Information
08/04/2020	Committee of the Whole - Parks and Human Services	Receive Information
08/11/2020	Committee of the Whole - Planning and Public Works	Provide Direction
09/01/2020	Committee of the Whole - Parks and Human Services	Provide Direction
09/15/2020	Business Meeting	Approve
10/22/2020	Special Meeting	Approve
12/01/2020	Committee of the Whole - Parks and Human Services	Receive Information
01/05/2021	Committee of the Whole - Parks and Human Services	Approve
01/19/2021	Business Meeting	Approve
02/09/2021	Committee of the Whole - Planning and Public Works	Approve
02/16/2021	Business Meeting	Approve
03/09/2021	Study Session	Receive Information
04/06/2021	Committee of the Whole - Parks and Human Services	Receive Information
04/20/2021	Business Meeting	Approve
05/04/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/01/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/22/2021	Study Session	Receive Information
07/06/2021	Business Meeting	Receive Information
07/20/2021	Business Meeting	Approve

08/24/2021	Committee of the Whole - Finance, Administration, and Communications	Receive Information
09/07/2021	Committee of the Whole - Parks and Human Services	Receive Information
09/14/2021	Committee of the Whole - Planning and Public Works	Provide Direction
09/21/2021	Business Meeting	Approve
10/05/2021	Committee of the Whole – Parks and Human Services	Receive Information
10/26/2021	Study Session	Receive Information
11/01/2021	Business Meeting	Approve
01/25/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
02/01/2022	Business Meeting	Receive Information
02/15/2022	Business Meeting	Approve
02/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
03/01/2022	Business Meeting	Approve
03/08/2022	Study Session	Provide Direction
03/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
04/05/2022	Business Meeting	Approve
05/03/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/07/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/21/2022	Business Meeting	Approve
07/26/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
08/16/2022	Business Meeting	Receive Information
08/23/2022	Study Session	Receive Information
09/20/2022	Business Meeting	Approve
09/27/2022	Study Session	Receive Information
10/04/2022	Business Meeting	Approve
01/24/2023	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
07/05/2023	Business Meeting	Receive Information
10/23/2023	Special Meeting	Receive Information