

# City of Redmond



## Agenda

Tuesday, March 28, 2023

4:30 PM

CCity Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplly Ch.  
34, Facebook (@CityofRedmond), Redmond.gov/rctlive, or

### **Committee of the Whole - Parks and Environmental Sustainability**

#### **Committee Members**

*David Carson, Presiding Officer*

*Jeraloe Anderson*

*Steve Fields*

*Jessica Forsythe*

*Varisha Khan*

*Vanessa Kritzer*

*Melissa Stuart*

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**AGENDA**

## ROLL CALL

1. Monthly Environmental Sustainability Action Plan Update - [CM 23-140](#)  
March 2023

[Attachment A: March 2023 Environmental Sustainability Action Plan Update](#)

*Department: Executive, 10 mins*

*Requested Action: Informational*

2. Introduction of Jan Harrison and Diversity, Equity, and [CM 23-135](#)  
Inclusion (DEI) Work Plan Overview

[Attachment A: Jan Harrison Resume](#)

*Department: Executive, 5 mins*

*Requested Action: Informational*

3. Redmond Central Connector Trail Phase 3: 30% Design [CM 23-139](#)  
Update

[Attachment A: RCC3 30% Technical Memorandum](#)

[Attachment B: 30% Design](#)

*Department: Parks and Recreation, 5 mins*

*Requested Action: Informational*

4. 4Culture Art Grant Approval [CM 23-142](#)

[Attachment A: 4 Culture Grant Contract](#)

*Department: Parks and Recreation, 5 mins*

*Requested Action: Consent, April 4th*

5. Rainbow Crosswalk Update [CM 23-141](#)

[Attachment A: Rainbow Crosswalk Artist Call](#)

*Department: Parks and Recreation, 10 mins*

*Requested Action: Informational*

## ADJOURNMENT



## Memorandum

**Date:** 3/28/2023

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 23-140

**Type:** Committee Memo

**TO:** Committee of the Whole - Parks and Environmental Sustainability

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Executive	Lisa Maher	425-556-2427
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**DEPARTMENT STAFF:**

Executive	Jenny Lybeck	Sustainability Program Manager
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**TITLE:**

Monthly Environmental Sustainability Action Plan Update - March 2023

**OVERVIEW STATEMENT:**

This report includes an informational update on implementation activities completed over the past three months in support of the 2020 Environmental Sustainability Action Plan (ESAP) and Climate Emergency Declaration.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Environmental Sustainability Action Plan, Climate Emergency Declaration, City of Redmond Operations Zero Carbon Strategy, Community Strategic Plan, Tree Canopy Strategic Plan
- **Required:**  
N/A
- **Council Request:**  
Council requested monthly updates at the Parks and Environmental Sustainability Committee of the Whole meetings.
- **Other Key Facts:**  
The Environmental Sustainability Action Plan was adopted in September 2020 and serves as the community's strategy to reduce greenhouse gas emissions (GHG) and preserve natural resources. Council also adopted a Climate Emergency Declaration, which was integrated into the ESAP and identifies key sustainability objectives for the City's work.

**Date:** 3/28/2023

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 23-140

**Type:** Committee Memo

**OUTCOMES:**

See Attachment A for a summary of implementation highlights.

**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:**

The memo includes updates across multiple departments and divisions.

**Budget Priority:**

Healthy and Sustainable

**Other budget impacts or additional costs:**

☐ Yes

☐ No

☒ N/A

*If yes, explain:*

N/A

**Funding source(s):**

The memo includes updates across multiple departments and divisions.

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
1/24/2023	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

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**Date:** 3/28/2023

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 23-140

**Type:** Committee Memo

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**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
5/23/2023	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Environmental Sustainability Action Plan Update

## Background

This document provides a high-level update of monthly implementation activities for the [Environmental Sustainability Action Plan \(ESAP\)](#). The ESAP is the City's strategic roadmap to reduce greenhouse gas (GHG) emissions and enhance Redmond's natural resources for future generations.

Key priorities for 2023-2024 include:

- **High Impact Initiatives:** Implement high impact programs and policies that advance progress towards ESAP goals.
- **Lead by Example:** Continue to drive rapid progress towards the Climate Emergency Declaration goals.
- **Sustainability Programming:** Run a transparent and inclusive sustainability program.

## Updates

### High Impact Initiatives

- Routes to Rails Campaign: Planning's Transportation Planning and Engineering team launched the Routes to Rails campaign survey closed on March 15 after 20 days. 178 comments were posted to the interactive platform. The team will use this information to identify routes that maximize access to light rail and inform the Transportation Master Plan update. This effort is funded through the Climate Grant program from the Department of Commerce. Learn more on the City's [Let's Connect page](#).
- Recycling Video Library Update: The Recycling Video Library is now updated with nine new videos, bringing the total to 27 videos. Four of the new videos, those in the *Waste Reduction and Recycling at Work* section, are the result of our video shoot last December at Redmond business Uncle Harry's Natural Products. The Recycling Video Library was created as a resource to share Waste Reduction and Recycling information in short video form, accessible on the City's website, and to be posted on City social media channels. We now have four sections in the [Recycling Video Library](#) including:
  - What Goes Where
  - Waste Reduction and Recycling at Work
  - Food Waste Prevention
  - Where Does Redmond's Recycling Go?

The Recycling Video Library can be found at [Redmond.gov/recyclingvideos](https://redmond.gov/recyclingvideos)

- Energy Smart Eastside
  - The All-Electric Home Webinar: The Energy Smart Eastside program, in partnership with the non-profit organization, [Rewiring America](#), hosted a webinar on March 8 to highlight new offerings through the Inflation Reduction Act and additional incentives through the Energy Smart Eastside program. 400 people registered for the event, with 212 in attendance.
  - Launch of Energy Smart Eastside (ESE) Incentives: The 2023 ESE workshops and new incentives are officially live. The first workshop will be hosted on March 27 and

highlight the [Energy Boost program](#), which provides full cost coverage installations for community members earning 80% of the area median income and below. This program component is being done in partnership with Hopelink. More information can be found on the [ESE website](#).

- Department of Commerce Solar + Storage Grant: The City submitted a \$100,000 grant request to the Department of Commerce Solar Plus Storage grant program to fund a site assessment for Redmond's critical facilities. If awarded, the work will position the city for future solar and battery storage grant opportunities. In addition to climate action benefits, solar and storage provide added resilience to city facilities during power outages and emergency events.

### Leading by Example

- Puget Sound Energy Green Direct: The Lund Hill solar farm in Klickitat County is now fully operational. The solar farm is the state's largest photovoltaic plant and supplies Puget Sound Energy's Green Direct program, which allows large commercial and governmental participants the ability to purchase their energy from dedicated, local renewable energy resources. The Lund Hill resource is a key asset for Redmond's Green Direct participation.

### Sustainability Programming

- Intergovernmental Panel on Climate Change (IPCC) Synthesis Report: A [new report](#) by the Intergovernmental Panel on Climate Change, the leading body of scientific experts convened by the United Nations, said that [earth is likely to cross a critical threshold for global warming](#) within the next decade, and nations will need to make an immediate and drastic shift away from fossil fuels to prevent the planet from overheating dangerously beyond that level.
- Environmental Sustainability Advisory Committee (ESAC): The ESAC held its second meeting of the year on March 23 from 5:30-7 pm. The ESAC discussed priorities for the year, energy programming for businesses, and a draft leaf blower community questionnaire. Meeting minutes will be posted [here](#).
- Sustainability Data Dashboard: Two new metrics have been added to the [Sustainability Data Dashboard](#). The new metrics monitor the overall health of Redmond's streams, including fish barrier removals and stream length complexity. Metrics for the Transportation and Water focus areas will be added in the future in alignment with the Transportation Master Plan update and the development of a water conservation strategy. An error was also fixed, which incorrectly stated the City's GHG reduction target.



## Memorandum

**Date:** 3/28/2023

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 23-135

**Type:** Committee Memo

**TO:** Committee of the Whole - Parks and Environmental Sustainability

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

Executive	Jan Harrison	DEI Program Advisor
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**TITLE:**

Introduction of Jan Harrison and Diversity, Equity, and Inclusion (DEI) Work Plan Overview

**OVERVIEW STATEMENT:**

Jan Harrison, the City's new DEI Program Advisor, will be introduced to Council and provide a brief overview of the DEI work plan.

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

**REQUESTED ACTION:**

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Community Strategic Plan
- **Required:**  
N/A
- **Council Request:**  
Council discussed DEI programming and the need for a newly updated position during the 2023-2024 budget process.
- **Other Key Facts:**  
N/A

**OUTCOMES:**

The Council was given Ms. Harrison's introductory email when she joined the City. Ms. Harrison comes to Redmond with extensive knowledge of DEI strategies, community service, event planning and marketing. Attachment A contains Ms. Harrison's resume for Council's information.



Ms. Harrison will be working on building the City's five-year DEI Strategic Plan in conjunction with the work the city has been doing to adopt the Respect, Equity, Diversity, and Inclusion (R.E.D.I.) framework. Other items on the work plan include, but are not limited to:

- Work with the Planning and Community Development Department on Redmond 2050 to continue to look at the update through an equity lens
- Participating on the team working on defining a comprehensive community health model for the city
- Create, in conjunction with Human Resources, a training model to weave DEI concepts into all trainings as well as create new training opportunities
- Work with Kirkland and Bellevue to build tribal relationships and how we can better coordinate with the tribes on projects and programs
- Recommend a flag policy for Council review
- Update DEI initiative in the Community Strategic Plan
- Assist with Welcoming Week activities
- Review and edit the City's Title VI plan

In the few weeks Ms. Harrison has been in the office, she has concentrated on building relationships, becoming familiar with the city and its services, and reviewing past DEI work products.

#### **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:**

0000024

**Budget Priority:**

Strategic and Responsive

**Other budget impacts or additional costs:**

☐ **Yes**

☐ **No**

☒ **N/A**

**If yes, explain:**

N/A

**Date:** 3/28/2023

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 23-135

**Type:** Committee Memo

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
Click and select a date, or click and press delete if none.	Click and select a meeting from the dropdown menu.	Click and select an action from the dropdown menu.

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
3/21/2023	Committee of the Whole - Public Safety and Human Services	Receive Information

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Jan Harrison Resume

# Jan Harrison

Seattle, Washington • 206-310-6085 • Hjan5765@gmail.com

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## SUMMARY OF QUALIFICATIONS

**Results-driven and impactful Diversity, Equity, and Inclusion leader possessing 15+ years of experience in racial equity and intercultural research focused on creating sustainable change to serve the needs of historically marginalized populations. Recognized for successfully organizing and leading multiple program initiatives to develop and promote diverse and inclusive environments.**

- Secured **\$100M** donation goal through equitable fundraising strategy.
- Expertise includes educating leaders in best practices and program development related to Diversity, Equity, Inclusion, and Accessibility/Belonging strategies.
- Proven success in leading multi-million-dollar programs, managing equity metrics, and delivering impactful results related to recruitment, retention, graduation, inclusion awareness, and leadership unconscious bias.
- Demonstrated results developing innovative equity strategies and social justice initiatives to increase impact visibility for education, healthcare, non-profit, corporate, and philanthropic foundation programs.
- Highly skilled in program management, evaluation, and cultural advocacy to enhance diversity, drive program innovation, and increase leadership and staff awareness around the belonging framework.
- Experienced in creating influence and building relationships with internal and external business partners and executives to understand DEIA needs to develop and implement workforce diversity, equity, inclusion, and accessibility strategies.
- Quality and effective communicator with the ability to collaborate with executive leadership to establish best practices, build DEIA/DEIB capabilities, and oversee program strategy and deployment.
- Served as a scholar mentor, offering academic support, career coaching, and DEIA knowledge through graduation.
- Recipient of the University of Washington Women's Award for an impactful performance in developing and expanding the ARCS Foundation through DEIA/DEIB research and training to assist in advancing scholars of color.

## SKILLS

DEIA | DEIB | Workforce Development | Diversity and Inclusion | Project Management | Diversity Leadership | Training and Development | Metrics Reporting | Relationship Management | Strategic Planning | Community Outreach | Diversity Liaison | Program Analysis | Process Improvement | Cultural Competence | Employee Engagement | Diversity and Equity Research | Recruitment and Retention | Workforce Strategies | Leadership Coaching | People-Focused | Fundraising | Culture Awareness and Transformation | Educational Philanthropy | Program Management | Board Governance | Healthcare and Human Services | Marketing Communications | Public Relations

## PROFESSIONAL EXPERIENCE

**Corrective Justice Consulting | January 2020 – Present | Seattle, WA**

**DEIA Program Consultant**

### KEY ACCOMPLISHMENTS

- Successfully implemented DEIA college prep course within a local high school's academic program to engage and educate minority students on the meaningful dialogue surrounding equity and social justice.
- Designed DEIA webpage for non-profit associations to highlight and inform community organizations of diversity initiatives and inclusive community where fundraising professionals are empowered to learn about cultural experiences.

### Key Responsibilities

- Identify diversity barriers to advise executive leaders in the private and public sector on suitable ways of connecting DEIA and DEIB strategies with organizational effectiveness and high-performance results.

- Research global diversity issues to develop training programs that increase cultural knowledge, diversity awareness, and skills to promote and elevate inclusion as a core value within organizations.
- Prepare written communication and analytical reports to conduct ongoing leadership training to highlight the importance and impact of Diversity, Equity, and Inclusion, and Accessibility/Belonging.
- Collaborate with executives and leadership boards to understand diversity needs within organization to develop a strategic design for implementation and growth.

## **University of Washington | May 2004 – October 2019 | Seattle, WA**

**Director of Diversity Stewardship (October 2015 – October 2019)**

### **KEY ACCOMPLISHMENTS**

- Recognized for increasing the Achievement Rewards for College Scientists (ARCS) Foundation endowment portfolio from **\$5M to \$45M** through board governance, fundraising efforts, community outreach, donor support, and PhD student showcases.
- Co-founded the Advancement Equity Training Team to eliminate institutional racism and promote unconscious bias within leadership, which empowered diversity and inclusion discussions and normalized the promotion of minorities into leadership.
- Effectively achieved DEIA goals of increasing staff and alumni donors of color by educating leadership on the importance of representation, inclusion, and belonging and strategically creating recruiting methods to attract diverse applicants.
- Increased recruitment, retention, and graduation rates of PhD scholars in STEM by **30%** while increasing diversity cohorts **from 5% to 45%**.
- Successfully raised **\$4.5M** in current-use fellowships supporting PhD scholars by fostering connections with ARCS Foundation donors, members, and fellows through corporate philanthropy and sponsorships.
- Acted as change agent and DEIA champion by coaching leadership and staff on emerging diversity trends, growth opportunities and applying the framework for inclusion and belonging.

### **Key Responsibilities**

- Designed and facilitated institutional and behavioral bias curriculum for staff and leadership outlining implicit bias and allyship to identify methods for better-serving students and staff of color.
- Led equity strategy and training for 3 campuses and developed DEIA priorities for the University's Advancement Team of 600.
- Managed the planning and operations of the Achievement Rewards for College Scientists (ARCS) Foundation Fellowship Program funding 500+ PhD students per year in 40+ departments.
- Served as the ARCS liaison, nurturing, and managing long-standing relationships with the university's president, provost, faculty, and staff to build brand awareness of the Foundation Fellowship program throughout UW's campus.
- Collaborated with Human Resources and other internal partners to develop strategic recruitment and retention strategies to address diversity and equity concerns and increase representation, inclusion, and accessibility.

**Associate Director of Advancement (May 2004 – October 2015)**

### **KEY ACCOMPLISHMENTS**

- Successfully created and launched a multi-million-dollar Fellowship Program by defining objectives and implementation plans from start to finish, creating a deployment timeline, and managing fundraising plans that led to a **\$51M increase** in endowment funding.
- Executed DEIA framework, facilitation, and training supported by qualitative and quantitative research used to recruit, retain, and graduate underrepresented minority students pursuing graduate or professional degrees.
- Generated a **70% increase** in new donations over three years through strategic marketing alignment, including direct mail, community outreach, and fundraising from alumni and donors of color.
- Established ambassador/mentor program providing graduate and professional students of color opportunities to engage and network with corporate/community leadership and benefactors.

### **Key Responsibilities**

- Conducted data analysis and research from peer institutions to understand their fundraising process to enhance UW's prospecting success for alumni and donors of color.
- Collaborated with the Foundation board to create engaging methods to expand brand identity through marketing, public relations strategies, and professional networking.

### **Williams-Sonoma | April 1998 – October 2011 | Seattle, WA**

#### **Lead Sales Manager**

### **KEY ACCOMPLISHMENTS**

- Successfully increased retail store sales and revenue from **\$3.5M to \$5M** by incorporating DEIA business initiatives for local high school students of color with interests in marketing, retail, finance, hospitality, and management.

### **Key Responsibilities**

- Managed a team of 25+ including core and seasonal staff, ensuring high-quality deliverance of service while confirming ongoing improvements for customer and staff success.

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## **EDUCATION, CERTIFICATIONS, AND ASSOCIATIONS**

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Master of Arts (MA): Cultural Studies | University of Washington | Seattle, WA

Bachelor of Arts (BA): Marketing | Western Washington University | Bellingham, WA

### **Certifications:**

- Advanced Diversity and Inclusion Certification | Cornell University | New York City, NY
- Public Relations Certification | University of Washington | Seattle, WA

### **Community Leadership:**

#### **Board Vice President | Washington State Budget & Policy Center | June 2018-Present**

- Creating sustainable change by implementing anti-racist board governance to advance policies and budgets to eliminate racial inequities throughout Washington state.

#### **Organization Consultant | Association of Fundraising Professionals Advancement | May 2018-2023**

- Successfully relaunched DEIA program creation, management, and evaluation addressing institutional racism existing within the international philanthropic community.



## Memorandum

**Date:** 3/28/2023

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 23-139

**Type:** Committee Memo

**TO:** Committee of the Whole - Parks and Environmental Sustainability

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Parks	Loreen Hamilton	425-556-2336
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**DEPARTMENT STAFF:**

Parks	Caroline Chapman	Parks Planning Manager
Public Works	Lisa Singer	Senior Project Manager

**TITLE:**

Redmond Central Connector Trail Phase 3: 30% Design Update

**OVERVIEW STATEMENT:**

The consultant selected for the Redmond Central Connector Phase III (RCC3), Otak, has completed 30% design of the trail. This design phase has looked at trail alignment, intersection improvements, and bid alternates for the final project. 60% design is expected in April. Construction on the RCC3 cannot begin until the construction of the Puget Sound Energy Sammamish-Juanita Transmission Line is complete. PSE Transmission Line project is currently in permitting and is expected to begin construction in late spring 2023.

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

**REQUESTED ACTION:**

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Central Connector Master Plan; Transportation Master Plan; Parks, Arts, Recreation, Culture & Conservation (PARCC) Plan; Redmond Comprehensive Plan
- **Required:**  
n/a
- **Council Request:**  
n/a
- **Other Key Facts:**  
n/a

**OUTCOMES:**

The completed trail will provide a paved, lighted regional trail with improved intersection safety that connects a key employment center with Downtown Redmond and Totem Lake Transit Center.

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

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Spring 2023: outreach and discussions with impacted and neighboring properties
- **Outreach Methods and Results:**  
n/a
- **Feedback Summary:**  
n/a

**BUDGET IMPACT:****Total Cost:**

\$705,000

**Approved in current biennial budget:**

☒ **Yes**

☐ **No**

☐ **N/A**

**Budget Offer Number:**

CIP

**Budget Priority:**

Vibrant & Connected. Added to CIP in mid-year budget adjustment in August 2021

**Other budget impacts or additional costs:**

☒ **Yes**

☐ **No**

☐ **N/A**

**If yes, explain:**

Construction costs for the trail are not included in the above budget.

**Funding source(s):**

Parks CIP, Federal Appropriations Request, State Department of Commerce Legislative Grant, Puget Sound Regional Council (PSRC) Federal Highway Grant

**Budget/Funding Constraints:**

State Legislative Request and Puget Sound Regional Council (PSRC) funding need to be committed by 2024

☐ **Additional budget details attached**

**Date:** 3/28/2023

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 23-139

**Type:** Committee Memo

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
5/24/2022	Committee of the Whole - Planning and Public Works	N/A
6/7/2022	Committee of the Whole - Planning and Public Works	Approve

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

n/a

**ATTACHMENTS:**

Attachment A. RCC 3 30% Summary Documents





## Technical Memorandum

### Redmond Central Connector – Phase 3 30% Plan Review Guidance Summary

**To:** Lisa Singer, PE, City of Redmond  
**From:** Nico M. Vanderhorst, PE  
Touta Phengsavath, PE  
**Date:** December 14, 2022  
**Subject:** Redmond Central Connector – Phase 3  
30% Plan Review Guidance Summary  
**Project No.:** City of Redmond 50021915; Otak 32246.E00

#### Description of Project

The purpose of the Redmond Central Connector Project – Phase 3 (RCC3) is to continue the design and construction of a regional trail corridor from the 9900 Block of Willows Road NE to NE 124<sup>th</sup> Street, approximately 1.6 miles in length. The trail will be located within the former Burlington Northern Railroad (BNSF) rail corridor and will consist of a 12-foot-wide paved trail, along with associated street crossing improvements, trail connections, storm drainage, utilities, landscape, and urban design improvements. The trail will be consistent with and incorporate the design principles and elements developed as part of the Redmond Central Connector Master Plan and the completed Phase 1 (RCC1) and Phase 2 (RCC2) trail segments.

Puget Sound Energy (PSE) is currently developing plans for a power transmission line along the trail corridor that will include a maintenance access road that generally follows the proposed RCC3 trail alignment. The proposed 30% RCC3 design assumes that the PSE maintenance access road will be completed ahead of RCC3 construction and will serve as a base for much of the linear trail alignment, except at intersections and crossings.

#### What is included with 30% Plans

The proposed RCC3 30% design is based on an available construction budget of \$3.125 Million. The scope/scale of the design has been adjusted to reasonably fit within this available budget. The design team has considered potential trail enhancements which could be added if additional funding becomes available. These are further described under Added Alternatives. The current 30% Plans include the following:

- A 12-foot-wide paved trail (17-foot-wide with gravel shoulders)
- Enhanced street crossings/intersection improvements providing ADA compliance
- 9900 block and NE 100<sup>th</sup> St crossings with rapid flashing beacons placed east of Willows Road to avoid impacts to stream
- NE 116<sup>th</sup> Street Intersection Improvements – minimize improvements east of trail, curbs placed to allow for future addition of left turn lane, enhanced ADA improvements at crossing
- Stormwater improvements

*c:\users\nico.vanderhorst\downloads\rcc3 30 percent review guidance summary v2.docx*

- Baseline urban design elements
  - Concrete and select scoring/patterns/color at intersections/crossings
  - Concrete bands at intersections/crossings
  - Raised crossings at select intersections
- Street lighting only at intersections/crossings
- Conduit and junction boxes for future RCC standard trail lighting
- Landscape restoration – minimal to restore disturbed areas with native seeding
- Note that PSE maintenance access road stationing has been maintained for consistency. Separate stationing has been provided at the intersections where RCC3 trail alignment varies from the PSE alignment.

### **What is not included with 30% Plans, but will be included in the 60% and 90% Plans**

The 30% Plans do not include the following:

- TESC and Demolition Plans are not included
- Detailed grading and spot elevations are not included
- Landscape Plans are not included
- Signing and Striping Plans are not included
- Traffic Control Plans are not included
- Details (Roadway, Trail, Signal/Lighting, Hardscape) are only included selectively

### **Added Alternatives**

The following Added Alternatives are being considered, subject to available funding. Separate graphics have been provided to illustrate these concepts (as applicable) and separate construction cost estimates have been prepared to define the additional construction cost for each Alternative. Note that there will be additional funding required for design, construction, and contingencies associated with the Added Alternatives.

1. South Street Crossing Enhancements
  - a. Option A – Add rectilinear sidewalk and enhanced hardscape at 9900 Block and NE 100<sup>th</sup> Court, add plaza element adjacent to existing stream.
  - b. Option B – Same as Option A with varied plaza element layout and added decorative barrier through “discomfort zone” (north of NE 100<sup>th</sup> Street). The “discomfort zone” is the area from NE 100<sup>th</sup> Court to NE 102<sup>nd</sup> Street where the trail alignment gets close to Willows Road. The base design includes a safety rail barrier which gets upgraded to a decorative barrier within this zone.
2. Enhanced Crossing at new 102<sup>nd</sup> Street Intersection Crossing (META Building)
3. Enhanced Crossing at NE 116<sup>th</sup> Street SE Intersection Crossing
4. Reconstructed (full-length) Intersection at NE 116<sup>th</sup> Street SE with added Left-Turn Pocket
5. Trail Lighting – Full-Length – based on RCC Standard (with Wood Poles); additional costs for the conduit and junction boxes are included with the 30% Plans.

# Redmond Central Connector

Phase III – 9900 Block to NE 124<sup>th</sup>  
Street

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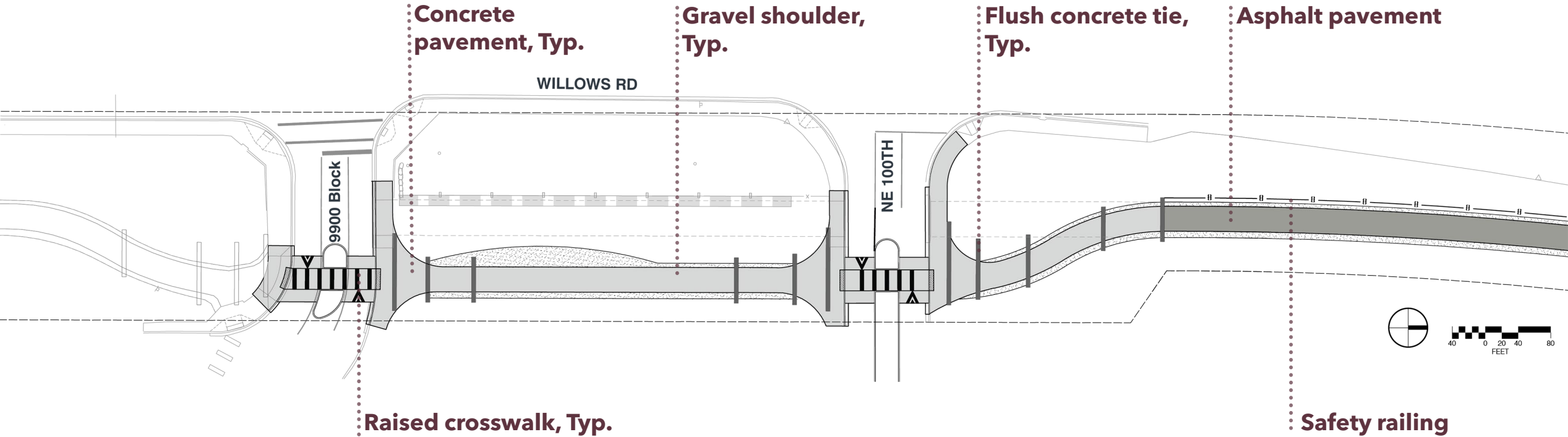


# Project Location

- Overview of intersection design
- Using “kit of parts” at intersections from previous RCC sections to continue design

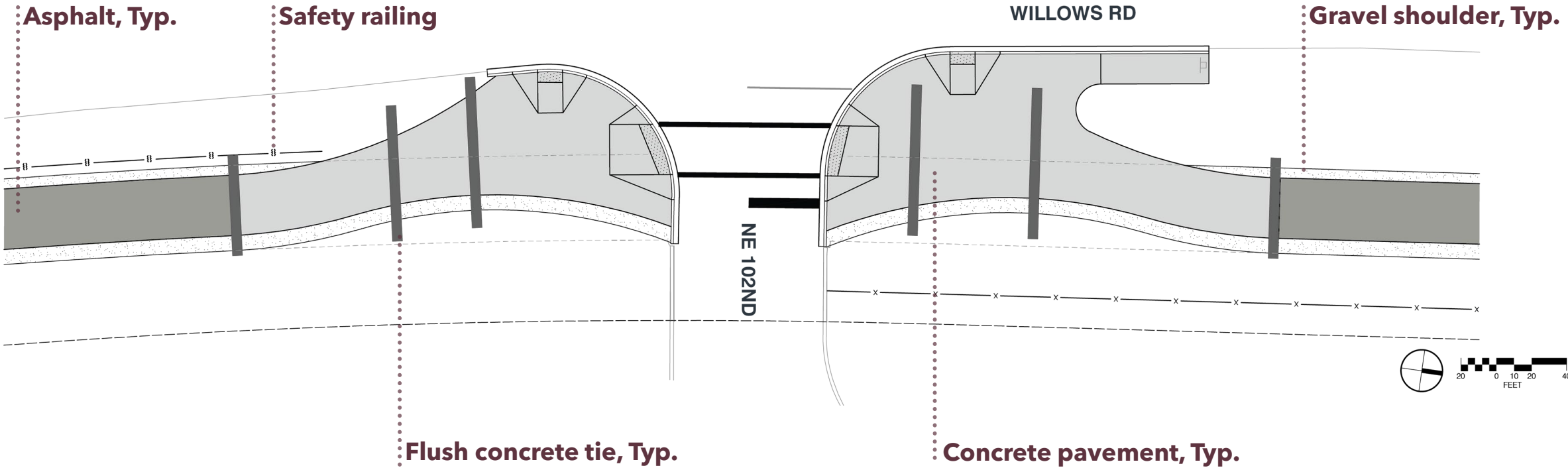


# South Entrance | 30% Design



- Legend
- Concrete Pavement
  - Asphalt Pavement
  - Gravel Shoulder

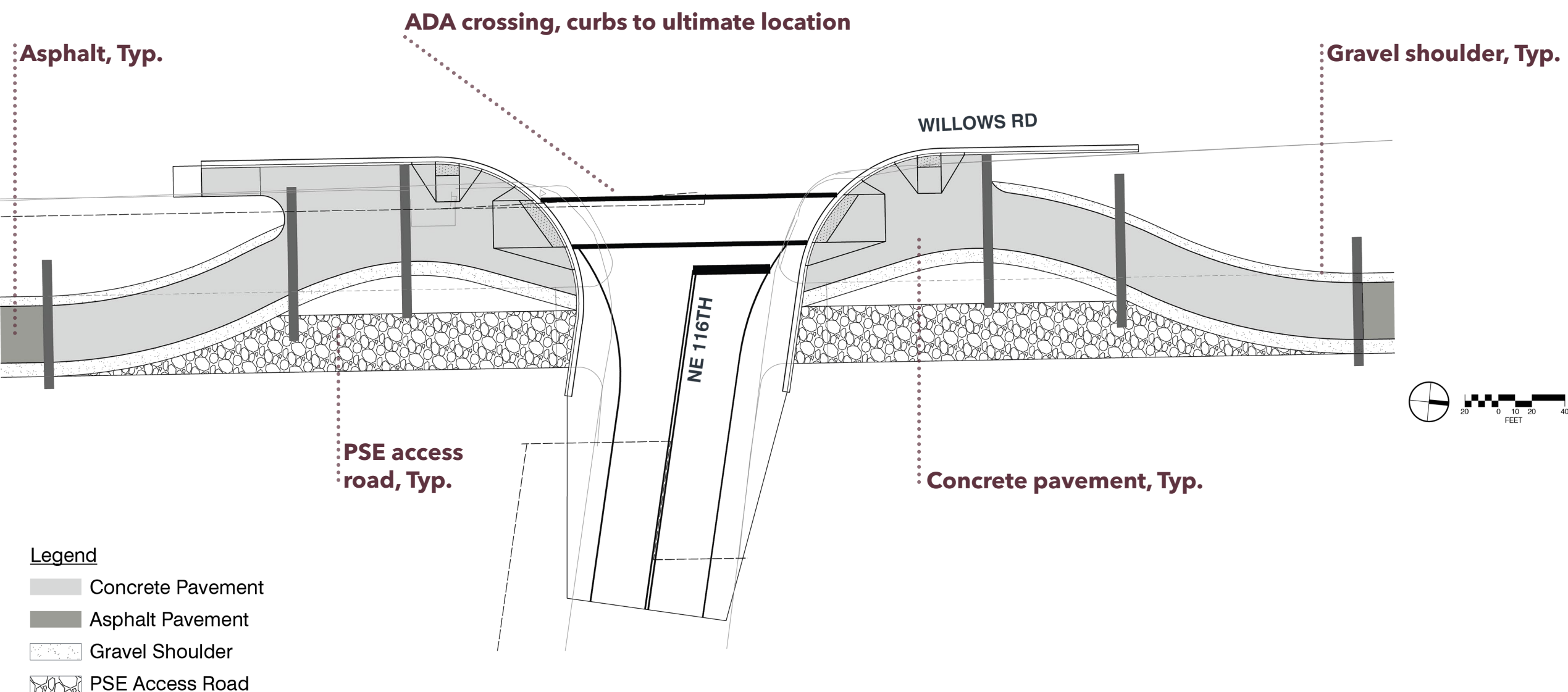
# NE 102<sup>nd</sup> | 30% Design



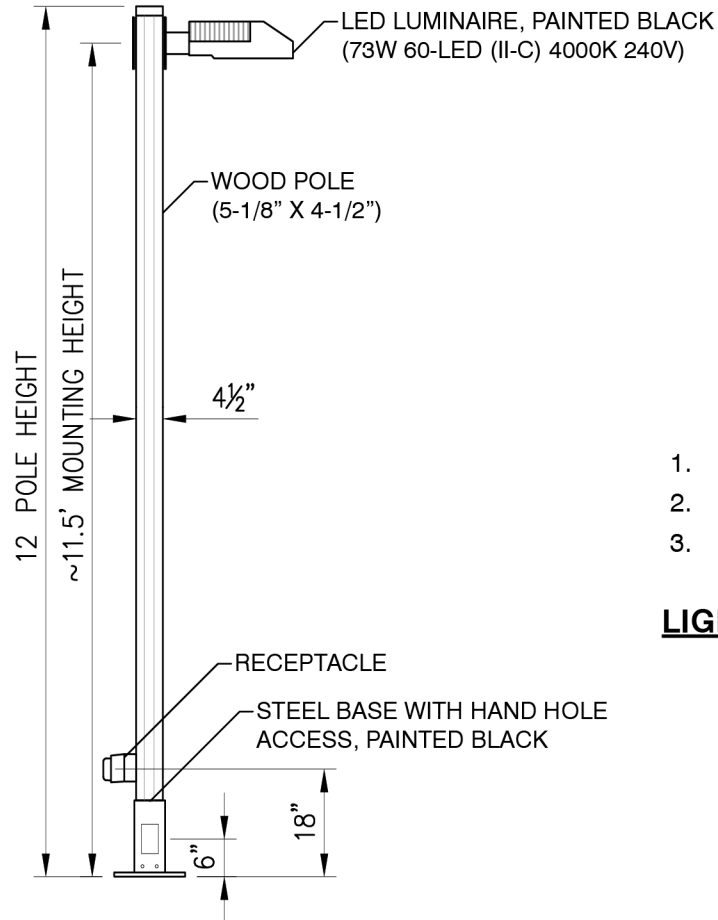
- Legend**
- Concrete Pavement
  - Asphalt Pavement
  - Gravel Shoulder



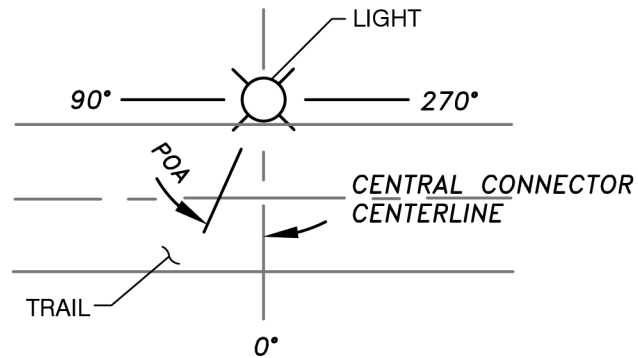
# NE 116<sup>th</sup> | 30% Design - Roadway



# Trail Lighting (Full Length)



**LIGHT POLE & LUMINAIRE  
SIDE ELEVATION**



1. HANDHOLE ACCESS DOOR SHALL BE MOUNTED AT 90°
2. RECEPTACLE SHALL BE MOUNTED AT 180°
3. POLES SHALL BE ORIENTED PER POA AS SPECIFIED IN LUMINAIRE SCHEDULE

## **LIGHT ORIENTATION TO TRAIL - PLAN DIAGRAM**



*Existing Light Pole on Redmond Central Connector*





## Memorandum

**Date:** 3/28/2023

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 23-142

**Type:** Committee Memo

**TO:** Committee of the Whole - Parks and Environmental Sustainability

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Parks	Loreen Hamilton	425-556-2336
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**DEPARTMENT STAFF:**

Parks	Chris Weber	Cultural Arts Supervisor
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**TITLE:**

4Culture Art Grant Approval

**OVERVIEW STATEMENT:**

City staff is seeking approval from City Council to authorize the Mayor to accept a 4Culture Grant Contract in the amount of \$18,000 for use in funding Cultural Arts projects, including the 4<sup>th</sup> annual Public Art Intensive Eastside workshop and temporary public art exhibit.

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

**REQUESTED ACTION:**

☐ **Receive Information**

☐ **Provide Direction**

☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
2013 Cultural Corridor Master Plan, 2015 PARCC Plan, 2017 Public Art Master Plan
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Cultural Arts programs and projects enhance livability in Redmond and contribute to making Redmond a great place to live, work, play, and invest.

**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:**  
#000249 (Arts & Community Events)

**Budget Priority:**  
Vibrant & Connected

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

**Funding source(s):**

Arts Activity Fund, 4Culture Grant

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

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
Click and select a date, or click and press delete if none.	Click and select a meeting from the dropdown menu.	Click and select an action from the dropdown menu.

---

**Date:** 3/28/2023

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 23-142

**Type:** Committee Memo

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**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
4/4/2023	Business Meeting	Approve

**Time Constraints:**

Recommending approval to approve/accept the 4Culture Grant Contract in April to receive funds for Summer projects.

**ANTICIPATED RESULT IF NOT APPROVED:**

Reduced funding available for remaining 2023 projects.

**ATTACHMENTS:**

Attachment A - 4 Culture Grant Contract



## GRANT INFORMATION

TEL 206.296.7580  
TTY 711

101 PREFONTAINE PL S  
SEATTLE WA 98104

[WWW.4CULTURE.ORG](http://WWW.4CULTURE.ORG)

### CONTRACTOR INFORMATION

City of Redmond  
Chris Weber  
Cultural Arts Administrator  
PO Box 97010  
Redmond, Washington 98073  
(425) 556-2313

**Your Contract #: 123116A**  
Arts Sustained Support - 1750  
Motion #: 2023-05

### PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$18,000.00 for the *2023-2024 Arts Sustained Support - LAA* project. The contract starts on 01/01/23 and ends on 12/31/23.

For questions, contact Bret Fetzer at [bret.fetzer@4culture.org](mailto:bret.fetzer@4culture.org) or (206) 263-1599.

### SCOPE OF SERVICE

**Grantee** and 4Culture, the Cultural Development Authority of King County, mutually agree that the following services be provided in accordance with the application submitted to and approved by the 4Culture Board.

Support for 2023 Programs, including events or activities with actual expenses in excess of the amount of this organization's Arts Sustained Support award, occurring between Jan 1 and Dec 31 of this year, and which are open and publicized to the community. Funds are provided on a cost reimbursement basis, including any overhead, personnel, rent, insurance, and related operating expenses necessary as part of the production of activities and experiences supported by this award.

Payable upon completion of events or activities that fulfill the requirements above and submittal of an invoice, including documentation regarding:

- Final project budget, actual
- Samples of programs, brochures, or other marketing materials featuring the 4Culture logo, if available
- Photos of the event, if available

Final payment will not be made until acknowledgment is submitted

## **PUBLIC BENEFIT**

In partnership with the Redmond Arts Commission, the Redmond Arts Program supports local artists, organizations and the creative community in making Redmond a culturally rich place to live, work and visit. The annual programming includes performances, installations, workshops, and artist support opportunities that are always paid opportunities for artists and free to the community. The Public Art Intensive Eastside program invests in training the next generation of Eastside King County public artists, who can create culturally relevant artworks that represent the regions diverse population. This free multi-day intensive workshop culminates with an exclusive opportunity for these artists to apply to a temporary public art call for a chance to be paid to create and display artwork at a City sponsored public event.

## **CONTRACTOR INSTRUCTIONS**

Please electronically sign this Contract within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Contract. If there is an error in the document, or if you need to request changes in your Scope of Service or other items, please contact your Program Manager listed above.

1. **Services** – Please review the information, Specific Scope, and Public Benefit sections above carefully. These explain the services you are agreeing to provide in accordance with the application you submitted to 4Culture.
2. **Enclosures** – Please complete any required enclosures and provide them to 4Culture. Please view our [contract enclosure](#) instructions (see step 3) to download fillable forms and get instructions on where to upload your documents.
  - a. Items to be returned **at the time you sign the contract:**
    - IRS Form W-9
  - b. **At the time you are requesting payment**, you will need to provide appropriate documentation such as an interim invoice, final invoice, evaluation, or digital photos. Please review your specific grant program requirements at 4Culture’s website: [Manage Your Award](#).
3. **4Culture Logo** – For details of the requirements for acknowledging 4Culture support, please refer to Section I, C. of the contract. The [4Culture logo](#) is available for download in PDF, EPS, and Jpeg formats.

Promote your 4Culture funded project using our [Media Kit](#). Find out what’s required, what you can do, and how we can help.

4. **Signature** – Follow the link in the e-mail message - you will be walked through a few simple steps to read and sign the contract at Conga Sign. A copy of the Contract will be e-mailed to you as a PDF after it has been signed by 4Culture's Executive Director.

## **AGENCY SERVICES CONTRACT**

THIS CONTRACT is entered into by the CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4Culture"), whose address is 101 Prefontaine Place South, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and the Contractor as named on the attached Contract Information Sheet. The Contractor is an art, cultural, preservation or historical organization or specialist identified by 4Culture as qualified to receive funds pursuant to King County Code Sections 2.48 and 4.40 and RCW 67.28.180 and as hereinafter may be amended. The 4Culture Board of Directors approved providing funds for this project in the motion referenced in the Contract Information Sheet.

4Culture desires to provide funds with which the Contractor shall render certain services to King County citizens. Such services are for the benefit of King County citizens and are provided by museums, performing arts experiences, heritage services and preservation activities and are consistent with those defined in RCW 67.28.180 ("Public Benefit Services").

4Culture is organized pursuant to King County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

The legislative authority of 4Culture has found and declared that providing funds to Contractor to reimburse costs in consideration of services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

### **I. SCOPE OF SERVICES**

A. The Contractor shall provide services and comply with the requirements set forth hereinafter and in the Grant Information cover sheet.

B. Purchase of Services. Funds awarded under this Agreement shall be used solely to reimburse the Contractor for expenses incurred solely in accordance with the Project Proposal and Budget made by the Contractor, and the final agreed upon Specific Scope of Services identified by 4Culture. The work described generally by the Project Proposal and Budget and more specifically by the Specific Scope of Services, including an identified Public Benefit shall hereinafter be referred to as the "Project".

C. Contractor agrees to acknowledge **4Culture** support in all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this contract is in force, with the credit line "this project was supported, in part, by 4Culture/King County Lodging Tax", and/or by the use of the **4Culture logo**.

D. The Contractor agrees to notify 4Culture whenever possible in advance of any public benefit Project activities.

## **II. DURATION OF CONTRACT**

This Agreement shall commence and terminate on dates noted on the Contract Information Sheet. This Agreement, however, may be terminated earlier as provided in Section IV hereof.

## **III. COMPENSATION AND METHOD OF PAYMENT**

A. 4Culture shall reimburse the Contractor for its actual and authorized expenditures incurred in satisfactorily completing the services contracted for and otherwise fulfilling all other requirements specified in this contract in an aggregate amount indicated on the Contract Information Sheet.

B. Contractor shall submit an invoice and any reports required, not more than 30 days after the completion of each specified phase identified there. 4Culture will initiate authorization for payment after approval of corrected invoices and reports. 4Culture shall make payment to the contractor not more than 60 days after an approved invoice is received.

C. Contractor shall submit its final invoice and all outstanding evaluations, reports and deliverables within 30 days of the date this Agreement terminates. If the contractor's final invoice and reports are not submitted by the day specified in this subsection, 4Culture will be relieved of all liability for payment to the contractor of the amounts set forth in said invoice or any subsequent invoice.



D. If the Contractor fails to comply with any terms or conditions of this contract or to provide in any manner the work or services agreed to herein, 4Culture may withhold any payment to the Contractor until 4Culture is satisfied that corrective action, as specified by 4Culture, has been completed. This right is in addition to and not in lieu of 4Culture's right to terminate this contract as provided in Section IV, any other rights of 4Culture under this Agreement and any other right or remedy available to 4Culture at law or in equity.

#### **IV. TERMINATION OF AGREEMENT**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of its covenants, agreements or stipulations of this Agreement, 4Culture may terminate this Agreement and withhold the remaining allocation. Prior to so terminating this Agreement, 4Culture shall submit written notice to the Contractor describing such default or violation. 4Culture shall not so terminate this Agreement if 4Culture determines that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

#### **V. MAINTENANCE OF RECORDS**

A. The Contractor shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all contract funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement.

B. These records shall be maintained for a period of six (6) years after termination of this Agreement unless a longer retention period is required by law.

#### **VI. AUDITS AND EVALUATIONS**

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.

B. The Contractor shall provide right of access to its facilities, including by any subcontractor to 4Culture, the King County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. 4Culture will give advance notice to the Contractor in the case of fiscal audits to be conducted by 4Culture.

C. The Contractor agrees to cooperate with 4Culture in the evaluation of the Contractor's performance under this contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56 (Public Records Act).

## **VII. PROPRIETARY RIGHTS**

If any patentable or copyrightable material or article should result from the Project, all rights accruing from such material or article shall be the sole property of Contractor. Contractor agrees to and does hereby grant to 4Culture, an irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement, solely for non-commercial publicity and marketing purposes. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of Contractor which are modified for use in the performance of this Agreement. 4Culture will not use, license, distribute or gift any of Contractor's work, material, article or method for profit.

## **VIII. FUTURE SUPPORT**

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

## **IX. HOLD HARMLESS AND INDEMNIFICATION**

A. In providing services under this Agreement, the Contractor is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. The Contractor shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Contractor is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Contractor and its officers, agents, and employees shall make no claim of career service or civil service rights which may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Agreement. To the extent allowed by law, the Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Agreement. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees, from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

B. To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. If this Agreement is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.115, the Contractor shall so protect, defend, indemnify, and save harmless 4Culture, its officers, employees, and agents only to the extent of the Contractor's, its officers', employees', and/or agents' negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright.

## **X. CONFLICT OF INTEREST**

A. Chapter 42.23 RCW (Code of Ethics for Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of such Chapter shall be a material breach of contract.

B. In addition, Contractor represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Specific Scope of Contract Services funded herein, has or shall have any beneficial interest, directly or indirectly, in this contract. The Contractor further represents, warrants and covenants neither it nor any other person beneficially interested in this Agreement has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Agreement. The Contractor shall take all appropriate steps to assure compliance with this provision.

## **XI. INSURANCE REQUIREMENTS**

A. Contractor shall procure, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractors. Each policy shall be written on an "Occurrence" basis.

B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

#### D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### 1. General Liability Policies

a.) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

b.) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c.) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

##### 2. All Policies

a.) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract. No material change, or cancellation or nonrenewal of any policy required by this contract shall occur without thirty (30) days' prior written notice to 4Culture.

#### E. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VIII.

#### F. Verification of Coverage

4Culture, reserves the right to request that contractor submit the certificate(s) of insurance evidencing compliance with all requirements set forth above.

## **XII. NONDISCRIMINATION**

A. During the performance of this Agreement, Contractor shall comply with state, federal and local legislation requiring nondiscrimination in employment and the provision of services to the public, including, but not limited to: Title VI of the Civil Rights Act of 1964; chapter 49.60 RCW (the Washington state law against discrimination); K.C.C. chapter 12.16 regarding discrimination and affirmative action in employment by contractors, subcontractors and vendors; K.C.C. chapter 12.17 prohibiting discrimination in contracting; K.C.C. chapter 12.18 requiring fair employment practices; K.C.C. chapter and 12.22 prohibiting discrimination in places of public accommodation.

B. The Contractor shall maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Agreement. The Contractor shall make such documents available to 4Culture for inspection and copying upon request.

## **XIII. NOTICES**

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive officer of Contractor and the Executive Director of 4Culture at the addresses first written above. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

## **XIV. GENERAL PROVISIONS**

No modification or amendment to this Agreement shall be valid unless made in writing and signed by the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. 4Culture's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

## **XV. ATTORNEYS' FEES; EXPENSES**

Contractor agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture's legal expenses, incurred in connection with the enforcement of this Agreement. 4Culture may pay someone else to help enforce this Agreement, and Contractor shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Contractor also shall pay all court costs and such additional fees as may be directed by the court. Notwithstanding the foregoing, subject to RCW 4.84.330, if either Contractor or 4Culture is the prevailing party in any action to enforce the provisions this Agreement, then such prevailing party shall be entitled to reasonable attorneys' fees in addition to costs and necessary disbursements.

## **XVI. SURVIVAL**

The terms and conditions of Sections III, V, VI, VII, VIII, IX, XI, XII, XIII, XIV and XV shall survive the termination of this Agreement and shall be continuing obligations of the parties.

**4CULTURE:**

**CONTRACTOR:**



## Memorandum

**Date:** 3/28/2023

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 23-141

**Type:** Committee Memo

**TO:** Committee of the Whole - Parks and Environmental Sustainability

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Parks	Loreen Hamilton	425-556-2336
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**DEPARTMENT STAFF:**

Parks	Chris Weber	Cultural Arts Supervisor
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**TITLE:**

Rainbow Crosswalk Update

**OVERVIEW STATEMENT:**

Briefing on Rainbow Crosswalk schedule and process

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

**REQUESTED ACTION:**

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
2013 Cultural Corridor Master Plan, 2015 PARCC Plan, 2017 Public Art Master Plan
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Cultural Arts programs and projects enhance livability in Redmond and contribute to making Redmond a great place to live, work, play, and invest.

This crosswalk is a creative opportunity to utilize art to link people to their city and to each other.

This painted crosswalk will bring visibility to and symbolize Redmond's support of the LGBTQIA+ community. It also



**Date:** 3/28/2023

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 23-141

**Type:** Committee Memo

indicates that anyone living, working, or visiting Redmond is welcome here.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Planned for June 2023
- **Outreach Methods and Results:**  
Artist to be commissioned to facilitate outreach
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

\$3,000 from Cultural Arts budget

**Approved in current biennial budget:**

☐ Yes

☒ No

☐ N/A

**Budget Offer Number:**

#000249 (Arts & Community Events)

**Budget Priority:**

Vibrant & Connected

**Other budget impacts or additional costs:**

☒ Yes

☐ No

☐ N/A

*If yes, explain:*

Public Works will paint the crosswalk

**Funding source(s):**

1% for Public Art

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
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**Date:** 3/28/2023

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 23-141

**Type:** Committee Memo

Click and select a date, or click and press delete if none.	Click and select a meeting from the dropdown menu.	Click and select an action from the dropdown menu.
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**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
Click and select a date, or click and press delete if none.	None proposed at this time	N/A

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A - Artist Call for Rainbow Crosswalk



# RAINBOW CROSSWALK ARTIST CALL

## Rainbow Crosswalk, Call for Artist

**DEADLINE: Thursday, April 20, 2023 at 10pm PST**

**FUNDING: \$3,000 total for design and facilitating robust public outreach and community engagement.**

### OPPORTUNITY

The City of Redmond is seeking an artist or artist team to facilitate robust public outreach and community engagement which will inform their decisions in creating a design for a Rainbow Crosswalk to be installed by City staff in the Downtown Redmond neighborhood.

### SCHEDULE:

- |                                   |  |
|-----------------------------------|--|
| • <b>Thursday, April 20, 2023</b> | Applications due, 10pm PST             |
| • <b>Week of April 24, 2023</b>   | Selection panel                        |
| • <b>Week of May 1, 2023</b>      | Interview panel for finalists          |
| • <b>Friday, May 12, 2023</b>     | Selection announced                    |
| • <b>Friday, May 26, 2023</b>     | Artist delivers public engagement plan |
| • <b>June, 2023</b>               | Artist facilitates public engagement   |
| • <b>July 3, 2023</b>             | Artist delivers final design to staff  |
| • <b>August, 2023</b>             | Installation by City staff             |

### PUBLIC ART PROJECT DESCRIPTION

The City of Redmond is seeking an artist or artist team to collaborate with staff and community stakeholders to design a Rainbow Crosswalk for the Downtown Redmond neighborhood. The artist role is to facilitate robust public outreach and community engagement with the end goal of creating an inspiring welcoming experience for drivers, pedestrians and cyclists.

*A crosswalk is a reminder to those of us with power to look out for the vulnerable people, to respect their right of way, and to let them pass unharmed – Veronica Dymond 2018*

This is a creative opportunity to utilize art to link people to their city and to each other. This painted crosswalk will bring visibility to and symbolize Redmond's support of the LGBTQIA+ community. It also indicates that anyone living, working, or visiting Redmond is welcome here.

### Community Profile

Redmond is becoming a younger, more diverse, and more urban community. Currently, more people work in Redmond (101,000+) than live in Redmond (76,000+). Only 31 percent of Redmond's residents both live and work in Redmond. The largest age demographic is people between 25-34 years of age (24 percent). One-third of



# RAINBOW CROSSWALK ARTIST CALL

residents are Asian and half are Caucasian. Of all households (28,000+), half are renter-occupied and half are owner-occupied. 45 percent of households speak a language other than English at home. The average household size is 2.5 people. There are nearly 9,000 households with children under the age of 18. Of all the housing units in Redmond, one-quarter are in structures with 20 or more units, compared to one-sixth in the year 2010. This shows that multifamily structures like apartments and condominiums are becoming more prevalent as the City urbanizes

## More Information

To learn about the City of Redmond visit: <http://www.redmond.gov>

To read the Redmond Public Art Plan:

[https://www.redmond.gov/DocumentCenter/View/4511/Redmond-Public-Art-Plan\\_2017-03-09-PDF?bidId=](https://www.redmond.gov/DocumentCenter/View/4511/Redmond-Public-Art-Plan_2017-03-09-PDF?bidId=)

## SCOPE OF WORK

The artist role is to create an inspiring welcoming design for a Rainbow Crosswalk for Downtown Redmond. This will happen in two phases:

- Phase One: Concept development including the facilitation of robust public outreach and community engagement
- Phase Two: Concept development and the creation of design documents for a Rainbow Crosswalk

## Eligibility

This call is open to individual artists or artists groups residing in the United States. Because the artist is expected to facilitate public engagement, the artist selection panel will consider the proximity of the artist's studio to the project site and the availability of the artist to be present with the community of Redmond. Preference is given to artists with a strong working relationship with the LGBTQIA+ community, to those artists with a design background, and to artists with experience in creating robust public outreach and community engagement.

## Artwork Budget

The selected artist(s) will receive \$3,000 total for design, collaboration, and the facilitation of public outreach and community engagement.

## SELECTION PROCESS

Artwork will be selected through a panel process that will evaluate the proposals based on the below criteria:

- Proven ability to coordinate and collaborate with community stakeholders
- Demonstrated ability to facilitate public outreach & community engagement
- Demonstrated ability to produce a final design



# RAINBOW CROSSWALK ARTIST CALL

- Demonstrated success delivering public art on time and within budget
- References for public art projects

## DISCLOSURE

- The City of Redmond reserves the right to alter the selection process or recommend non-funding should we deem these actions necessary.
- The City of Redmond reserves the right not to select any of the applicants.

## APPLICATION

To apply, each artist (or project team) must submit the following materials via e-mail to [CulturalArts@redmond.gov](mailto:CulturalArts@redmond.gov)

### Email Submission:

- Subject line should read: **RainbowCrosswalkSubmission\_NAME**
- Include:
  - Name of Artist with contact information
    - Address
    - Phone
    - E-mail
  - Artist's website link (if available)
  - If applying as a team, please specify one team lead and provide contact information for that person

### Attachments (One consolidated PDF preferred)

#### 1. **Statement of Interest** (not to exceed 300 words), including:

- Your connection to the LGBTQIA+ community

#### 5. **Resume**

- If more than one artist is applying, please merge all resumes into one document (not to exceed two pages)

#### 6. **Images of Past Work**

- Up to 3 images of previous design work.
- Up to 3 images documenting previous public engagement efforts.
- An image list with the following information for each photo: title, year made, and short description.

**QUESTIONS?** Email [CulturalArts@redmond.gov](mailto:CulturalArts@redmond.gov) or meet staff at monthly Office Hours on the third Thursday of each month from 4 – 6pm. Check [Redmond.gov/arts](http://Redmond.gov/arts) for location.