

City of Redmond



Agenda

Business Meeting

Tuesday, October 5, 2021

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Tanika Kumar Padhye, President

Jeralee Anderson, Vice-President

David Carson

Steve Fields

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. SPECIAL ORDERS OF THE DAY

- A. PROCLAMATION: National Community Planning Month

[Proclamation](#)

- B. PRESENTATION: King County's Health Through Housing Program (Leo Flor and Mark Ellerbrook)

II. ITEMS FROM THE AUDIENCE

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

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

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: September 21, 2021, Regular Business Meeting and Special Meeting, (Digital recordings of Regular City Council meetings are available for purchase by contacting the City Clerk's Office, and on-demand videos are available online.)

[Special Meeting Minutes for September 21, 2021](#)

[Regular Meeting Minutes for September 21, 2021](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, September 24, 2021](#)

[Council Payroll Check Approval Register, September 30, 2021](#)

[Check Approval Register, October 5, 2021](#)

3. [AM No. 21-143](#) Approval of an Ordinance Adopting the General Wastewater Plan Update

a. Ordinance No. 3061: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan by Adopting the 2021 General Wastewater Plan Update, Amending Associated Elements of the Comprehensive Plan, Providing for Severability, and Establishing an Effective Date
(Public Works)

[Attachment A: Ordinance](#)

[Attachment B: Planning Commission Report to Council](#)

[Attachment C: Executive Summary](#)

Legislative History

7/20/21	City Council	referred to the Committee of the Whole - Planning and Public Works
8/10/21	Committee of the Whole - Planning and Public Works	referred to the City Council

4. [AM No. 21-144](#) Approval of a Pollution Prevention Assistance Partnership Interagency Agreement with the Department of Ecology
(Public Works)

[Attachment A: Interagency Agreement and Statement of Work](#)

Legislative History

9/14/21	Committee of the Whole - Planning and Public Works	referred to the City Council
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5. [AM No. 21-145](#) Approval of the 2021-22 Agreement with the Washington Conservation Corps (WCC), in the Amount of \$193,520, between the City of Redmond and the Washington State Department of Ecology
(Public Works)

[Attachment A: Restoration and Maintenance Map](#)

[Attachment B: 2021-22 Agreement](#)

Legislative History

9/14/21	Committee of the Whole - Planning and Public Works	referred to the City Council
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6. [AM No. 21-146](#) Approval of Consultant Agreement with BHC Consultants for Engineering Services for the Targeted Equipment Upgrades for Wastewater Lift Stations 5, 6, 8, 11 and 15 Projects in a Maximum Amount Payable of \$758,000

(Public Works)

[Attachment A: Description and Cost Estimate](#)

[Attachment B: Revised 2021-2026 Capital Investment Lift Station Program Table](#)

[Attachment C: Agreement](#)

[Attachment D: Vicinity Map](#)

Legislative History

9/14/21 Committee of the Whole - referred to the City Council
Planning and Public Works

7. [AM No. 21-147](#) Adoption of an Ordinance Lowering the Maximum Speed on Redmond-Woodinville Road between NE 90th Street and NE 87th Street

a. Ordinance No. 3062: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code 10.24.060, Schedule, in Order to Reduce the Speed Limit on Redmond-Woodinville Road from NE 90th Street to NE 87th Street to 30 MPH in this Corridor

(Public Works)

[Attachment A: Additional Background Information](#)

[Attachment B: Map of Proposed Speed Reduction](#)

[Attachment C: Zoning Maps](#)

[Attachment D: Ordinance](#)

Legislative History

9/14/21 Committee of the Whole - referred to the City Council
Planning and Public Works

8. [AM No. 21-148](#) Approve Consultant Contract for Construction and Demolition Program Support

(Public Works)

[Attachment A: Contract](#)

Legislative History

9/14/21 Committee of the Whole - referred to the City Council
 Planning and Public Works

- 9. [AM No. 21-149](#) Approval of the 2021-2022 School Resource Officer Agreement between the City of Redmond and the Lake Washington School District
(Police)

[Attachment A: 2021-2022 Agreement](#)

Legislative History

9/21/21 Committee of the Whole - referred to the City Council
 Public Safety

- 10. [AM No. 21-150](#) Confirmation of the Appointment of Michael Marchand to serve as Redmond’s Technology and Information Services (TIS) Director
(Executive)

- 11. [AM No. 21-151](#) Approval of a Consultant Agreement with Arthur J. Gallagher & Co. for Healthcare Broker Services in the Amount of \$110,000 Per Year
(Human Resources)

[Attachment A: General Services Agreement Exhibit D, Modifications](#)

Legislative History

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

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

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

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

1. [AM No. 21-152](#) Public Hearing on the Interim Official Control Ordinance No. 3059 Amending Article I, Article II, and Article VII of the Redmond Zoning Code to Align Homeless Shelter Regulations with State Adopted Definitions and to Implement the Preemption Adopted by House Bill 1220 that Allows Permanent Supportive Housing and Transitional Housing in All Zoning Districts Where Residential Dwellings and/or Hotels are Allowed and to Allow Emergency Housing and Emergency Shelters in All Zoning Districts Where Hotels are Allowed.

(Planning)

[Attachment A: Redlined Strike-Draft of the Interim Official Control](#)
[Attachment B: Ordinance](#)

B. Reports

1. **Staff Reports**
2. **Ombudsperson Report**
Kritzer
3. **Committee Reports**

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 10/5/2021
Meeting of: City Council
Day

File No. SPC 21-090
Type: Special Orders of the

PROCLAMATION: National Community Planning Month



PROCLAMATION

- WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and
- WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and
- WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and
- WHEREAS, the full benefits of planning require public officials and residents who understand, support, and expect excellence in planning and plan implementation; and
- WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and
- WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planners' comprehensive perspectives improve the well-being of all people living in our communities, lead to equity and resiliency, and play an essential role in recovery; and
- WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other planners who have contributed their time and expertise to the improvement of the Redmond; and
- WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of Redmond and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, Washington, do hereby proclaim October 2021 as

NATIONAL COMMUNITY PLANNING MONTH

in Redmond and encourage our community to recognize the dedication and contributions of planning staff and volunteers.





Angela Birney, Mayor

October 5, 2021

Date

City Hall
15670 NE 85th Street
PO Box 97010
Redmond, WA
98073-9710



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 10/5/2021
Meeting of: City Council
Day

File No. SPC 21-091
Type: Special Orders of the

PRESENTATION: King County's Health Through Housing Program (Leo Flor and Mark Ellerbrook)



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 10/5/2021
Meeting of: City Council

File No. SPC 21-092
Type: Minutes

Approval of the Minutes: September 21, 2021, Regular Business Meeting and Special Meeting, (Digital recordings of Regular City Council meetings are available for purchase by contacting the City Clerk's Office, and on-demand videos are available online.)

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Special Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 6:30 p.m. The meeting was held remotely. Council members present and establishing a quorum were: Anderson, Carson, Forsythe, Khan, Kritzer and Padhye.

Councilmember Fields was absent from the meeting.

I. EXECUTIVE SESSION

- A. To Evaluate the Qualifications of an Applicant for Public Employment (RCW 42.30.110(1)(g)) - 25 Minutes

Mayor Birney noted the Council would recess into Executive Session for approximately 25 minutes.

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 6:55 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: October 5, 2021

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7:00 p.m. The meeting was held in-person and remotely. Council members present and establishing a quorum were: Anderson, Carson, Forsythe, Khan, Kritzer and Padhye¹.

MOTION²: Councilmember Carson moved to excuse Councilmember Fields from the meeting. The motion was seconded by Councilmember Forsythe.

VOTE: The motion passed (6 - 0).

SPECIAL ORDERS OF THE DAY

A. Recognition of Redmond Sports Teams: Little League Girls Softball and Crossfire Premier Boys Soccer

Mayor Birney recognized the little league girls softball team, the Redmond Majors, and the Crossfire Premier boys soccer team.

B. PROCLAMATION: National Hispanic Heritage Month: September 15, 2021-October 15, 2021

Mayor Birney read the proclamation into the record and Monica Trujillo read the National Hispanic Heritage Month proclamation in Spanish. Monica Trujillo is a founder of Padres Unidos Por la Educación at Redmond High School.

C. PRESENTATION: King County Regional Homelessness Authority (KCRHA) Updates from Alexis Mercedes Rinck, Sub-Regional Planning Manager with KCRHA

Marc Dones, CEO, and Alexis Mercedes Rinck, Subregional Planning Manager, provided a presentation.

ITEMS FROM THE AUDIENCE

Mayor Birney opened Items from the Audience at this time.

The following persons commented regarding homeless services and issues with the purchase of Silver Cloud Inn: Jan Yeo, Julie Dey; Duane DeSalvo; Ying P; Ying H; Don Matheson; Kan Qui; Shane B; Clay Sauls; Nick Strathy; Dave Kim; Dave Nitsch; Eugene B; and Young Kim.

¹ Council President Padhye left the meeting at 10:22 pm.

² Councilmember Fields joined the meeting at 7:33pm.

The following persons commented regarding the issues of mandating vaccines for firefighters: Sophie P.; Mitch P.; Amanda Parnell; Brian Robillard; Tracy Robillard; Callie Peterson; Brooke Frei; Artem Teterin; Signe Alsin; Kelly Dunn; Mark Anderson; Kayleigh Alsin; and Tom Langton.

The following person commented regarding implementing the Environmental Sustainability Action Plan, Climate Emergency Declaration and the harmful emissions from Watson Asphalt: David Morton.

The following persons commented regarding the benefits of vaccines: Kay Ferrell.

The following persons commented regarding supporting homeless services and housing: Joy Randall and Zaneta Reid.

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

CONSENT AGENDA

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

1. Approval of the Minutes: September 7, 2021, Regular Business Meeting.
2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#186818 through #186834
#118584 through #119282
#1354 through #1358

\$3,509,151.54

CLAIMS CHECKS:

#434986 through #435227

\$3,566,430.72

3. AM No. 21-137: Approval of an Interlocal Agreement with King County for the City

to operate as a Public Safety Answering Point (911)

4. AM No. 21-138: Authorize the Mayor to sign a Memorandum of Understanding (MOU) with Eastrail Partners
5. AM No. 21-139: Approval of an Ordinance Amending Park Rules RMC 9.31 and a Resolution Amending the Bail Schedule in Resolution No. 1490
 - a. Ordinance No. 3060: An Ordinance of the City of Redmond, Washington, Amending RMC 9.31.460 in Order to Classify the Civil Infractions Found in Article III of RMC 9.31, Park Rules, Providing for Severability and Establishing an Effective Date
 - b. Resolution No. 1548: A Resolution of the City Council of the City of Redmond, Washington, Amending the Bail Schedule Established by Resolution No. 1490 for Civil Infraction Violations of Article III of RMC 9.31, Park Rules
6. AM No. 21-140: Approval of the Redmond Senior and Community Center Consultant Supplement 1 with Opsis Architecture, in the Amount of \$2,412,514, for Final Design Services

VOTE: The motion passed (7 - 0).

Mayor Birney read the titles of Ordinance No. 3060 and Resolution No. 1548 into the record.

HEARINGS AND REPORTS

STAFF REPORTS

- A. AM No. 21-141: Sound Transit Light Rail Quarterly Briefing - Focus on Downtown Redmond Link Extension Design Completion and Construction Progress

Mayor Birney thanked City staff who have worked on this project.

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

B. AM No. 21-142: Redmond 2050 Quarterly Update - Third Quarter 2021

Carol Helland, Director of Planning and Community Development, introduced this item, and Jeff Churchill, Long Range Planning Manager, and Ian Lefcourte, Planner, provided a presentation and responded to Councilmember inquiries.

MOTION: Councilmember Forsythe moved to extend the meeting by 20 minutes. The motion was seconded by Councilmember Khan.

VOTE: The motion passed (5 - 1), with Councilmember Carson in opposition.

OMBUDSPERSON REPORT

Councilmember Khan reported receiving resident contacts regarding: Health Through Housing; vaccine mandates; development in Downtown Redmond; covered parks; cuts to recycling events; interactions with Redmond Police and Redmond Town Center security; affordable housing; building designs; and the Design Review Board.

Councilmember Forsythe reported receiving resident contacts regarding: contacting the Clerk; asphalt.. ? 10:39 pm

Councilmember Carson reported receiving a resident contact regarding a business member near the Silver Cloud Inn.

Councilmember Kritzer reported receiving a resident contact regarding plastic recycling.

COMMITTEE REPORTS

Councilmember Kritzer provided the following committee reports:

- WRIA 8 Salmon Recovery Council; and
- King Conservation District Policy Committee.

NEW BUSINESS

MOTION: Councilmember Forsythe moved that the Council send a unified letter to the Governor urging the Governor to extend the Eviction Moratorium

through the end of 2021. The motion was seconded by Councilmember Anderson.

Following Councilmember discussion,

MOTION: Councilmember Anderson moved to amend to direct staff to produce a letter that Council can sign on behalf of the city by September 30th. The motion was seconded by Councilmember Fields.

Following Councilmember discussion,

VOTE: The motion to amend passed (6 - 0).

VOTE: The main motion as amended passed (5 - 1), with Councilmember Carson in opposition.

ADJOURNMENT

The regular meeting adjourned at 11:02 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: October 5, 2021



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 10/5/2021
Meeting of: City Council

File No. SPC 21-093
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

Check Date: 09/24/2021

Check Date: 09/24/2021

Check Total:	\$ 44,049.81
Direct Deposit Total:	\$ 2,136,858.28
Wires & Electronic Funds Transfers:	\$ 1,318,152.09
Grand Total:	<u>\$ 3,499,060.18</u>

Total Checks and Direct deposit:	\$ 3,124,169.52
Wire Wilmington Trust RICS (MEBT):	\$ 374,890.66
Grand Total:	<u>\$ 3,499,060.18</u>

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

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

All Checks numbered **186836** through **186853** ,
 Direct deposits numbe **119283** through **119985** , and
 Electronic Fund transfe **1359** through **1363**
 are approved for payment in the amount of **\$3,499,060.18**
 on this **5 day of October 2021**.

DocuSigned by:

 7C0092BCC9C549B...

Human Resources Director, City of Redmond
 Redmond, Washington

Note:

Off Cycle Check Kevin Wilen, 186835

City of Redmond
Payroll Check Approval Register
 Pay period: 9/01 - 9/30/2021
 Check Date: 9/30/2021

City of Redmond
Payroll Final Check List
 Pay period: 9/01 - 9/30/2021
 Check Date: 9/30/2021

Check Total:	\$	-
Direct Deposit Total:	\$	8,246.90
Wires & Electronic Funds Transfers:	\$	2,972.89
Grand Total:	<u>\$</u>	<u>11,219.79</u>

Total Checks and Direct deposit:	\$	8,735.60
Wire Wilmington Trust RICS (MEBT):	\$	2,484.19
Grand Total:	<u>\$</u>	<u>11,219.79</u>

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

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

All Checks numbered _____ through _____ ,
 Direct deposits numbered **119986** through **119993** , and
 Electronic Fund transfers **1364** through **1364**
 are approved for payment in the amount of **\$11,219.79**
 on this **5 day of October 2021**.

DocuSigned by:

7C0092BC9C549B

Human Resources Director, City of Redmond
 Redmond, Washington

Note:

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

Chip Corder

Chip Corder, Finance Director
City of Redmond
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 435228 through 435451, and Wire Transfers are approved for payment in the amount of \$5,230,815.85 This 5th day of October 2021.



Memorandum

Date: 10/5/2021
Meeting of: City Council

File No. AM No. 21-143
Type: Consent Item

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

Public Works	Dave Juarez	425-556-2733
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DEPARTMENT STAFF:

Public Works	Jeff Thompson	Senior Engineer
Public Works	Peter Holte	Senior Planner

TITLE:

Approval of an Ordinance Adopting the General Wastewater Plan Update

- a. Ordinance No. 3061: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan by Adopting the 2021 General Wastewater Plan Update, Amending Associated Elements of the Comprehensive Plan, Providing for Severability, and Establishing an Effective Date

OVERVIEW STATEMENT:

The City Wastewater Utility seeks Council approval of the Draft City of Redmond General Wastewater Plan Update. This plan ensures that the conveyance capacity of Redmond’s Wastewater Utility matches anticipated growth within the City. This is a functional plan, required by the Washington State Growth Management Act, and is based on the City’s current zoning allowances assuming built-out conditions.

Additional Background Information/Description of Proposal Attached

Link to complete Draft General Wastewater Plan Update:

<https://www.redmond.gov/DocumentCenter/View/17333/City-of-Redmond-General-Wastewater-Plan-Update-Sept2021-PDF?bidId=>>

REQUESTED ACTION:

- Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
The Draft General Wastewater Plan Update supports 32 Comprehensive Policies. The most pertinent include:
 - CF-1 Develop and regularly update functional plans that assess capital facility needs and strategies for addressing such needs. Provide opportunities for public involvement appropriate to the nature of the update. Use functional plans to guide the development of capital priorities and investment decisions

within each of the following functional areas...Waste and sewer systems;

- UT-1 Ensure that adequate public utilities and facilities are planned for, located, extended, and sized consistent with the planned growth described in the Goals, Vision and Framework Policies; Annexation and Regional Planning; and Land Use Elements.

- **Required:**

The draft plan meets requirements in the *Washington State Growth Management Act* [RCW 36.70A.70 (3)] relating to capital facility planning efforts.

- **Council Request:**

At the July 20, 2021 Regular Business meeting, Council requested a presentation on this item at the August 10, 2021 Planning and Public Works Committee of the Whole meeting.

- **Other Key Facts:**

The General Wastewater Plan Update is part of the 2021 Annual Comprehensive Plan Amendment Docket. Due to a delay in receiving comments from the Washington State Department of Ecology, a proviso in the ordinance adopting the Comprehensive Plan Amendment Docket allows the plan's inclusion as part of the docket so long as Council adopts the plan by October 26, 2021.

After Council's adoption, the plan will be reviewed and adopted by King County and the Washington State Department of Ecology.

OUTCOMES:

This plan ensures that the conveyance capacity of Redmond's Wastewater Utility keeps pace with the City's growth. The plan will be used by the City and developers to identify where pipes, pumps, and other wastewater infrastructure need to be extended or replaced.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

March 8 through April 2, 2021

- **Outreach Methods and Results:**

--Created a "Let's Connect Redmond" webpage to solicit and gather input from stakeholders.

--Sent a targeted email using City's GovDelivery System to 132 construction/development businesses that work in or near Redmond.

--Announced release of the draft plan using the City's EnviroNews newsletter. This was followed-up with 2 Facebook announcements spaced one week apart.

--Held three sets of "Office Hours" allowing stakeholders to directly contact the plan's project manager.

--Held an online stakeholders' meeting May 30, 2021.

- **Feedback Summary:**

We received no public comments on the draft plan. The GovDelivery Report indicates that the email was delivered, and that some of the stakeholders clicked on links to access online information about the plan. No contacts were made during office hours. Only two individuals attended the online stakeholder meeting; neither provided comments.

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
N/A

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

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/8/2021	Committee of the Whole - Planning and Public Works	Provide Direction
7/20/2021	Business Meeting	Provide Direction
8/10/2021	Committee of the Whole - Planning and Public Works	Provide Direction

Time Constraints:

The ordinance authorizing items to be included in the 2021 Annual Comprehensive Plan Amendment Docket included language requiring Council's adoption of the General Wastewater Plan Update by no later than October 26, 2021.

ANTICIPATED RESULT IF NOT APPROVED:

Lack of approval of this item will place the City in conflict with the Growth Management Act and potentially harm the City's ability to supply wastewater conveyance in growing areas of the City.

ATTACHMENTS:

Attachment A: Ordinance adopting the General Wastewater Plan Update

Attachment B: Planning Commission Report to Council

Attachment C: General Wastewater Plan Update Executive Summary

Attachment A

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING THE REDMOND
COMPREHENSIVE PLAN BY ADOPTING THE 2021
GENERAL WASTEWATER PLAN UPDATE, AMENDING
ASSOCIATED ELEMENTS OF THE COMPREHENSIVE PLAN,
PROVIDING FOR SEVERABILITY, AND ESTABLISHING
AN EFFECTIVE DATE

WHEREAS, the Growth Management Act requires that comprehensive plans and development regulations be subject to continuing evaluation and review; and

WHEREAS, on June 16, 2020 through Ordinance No. 3002, the City Council set the content of Redmond's 2019-20 Annual Comprehensive Plan Amendment Docket, which included updating the General Sewer Plan, henceforward to be retitled the General Wastewater Plan, and associated elements of the Comprehensive Plan; and

WHEREAS, functional plans are a major component of the City's overall Capital Facilities Program and are adopted and incorporated into the Comprehensive Plan Capital Facilities Element by reference; and

WHEREAS, the General Wastewater Plan is Redmond's functional plan that addresses certain Growth Management Act requirements for wastewater/sewer utility planning; and

WHEREAS, the General Wastewater Plan should be updated to be consistent with Redmond's vision, identify short-term capital improvements, and define long-term system planning goals and service criteria consistent with regional land use and wastewater planning policies; and

WHEREAS, the Technical Committee reviewed update and recommended approval of the proposed General Wastewater Plan; and

WHEREAS, the Planning Commission, as part of their review and recommendation, evaluated the proposed General Wastewater Plan and the Technical Committee Recommendation with consideration to the criteria described in RZC 21.76.070.J.9; and

WHEREAS, the Planning Commission recommended approval of the 2021 General Wastewater Plan on June 9, 2021; and

WHEREAS, the City Council reviewed the Planning Commission recommendation and the criteria set forth in RZC 21.76.070.J.9 and desires to adopt the proposed General Wastewater Plan as recommended by the Planning Commission.

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

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

Section 2. Findings and Conclusions. After carefully reviewing the record and considering the evidence and arguments in the record and at the public meetings, the City Council hereby adopts the recommendation contained in the Planning Commission Report (City file no. LAND-00124) dated June 9, 2021.

Section 3. 2009 General Sewer Plan Repealed. The 2009 General Sewer Plan, originally adopted under Ordinance 2505 and as subsequently amended, is repealed in full.

Section 4. 2021 General Wastewater Plan Adopted. The 2021 General Wastewater Plan is adopted as shown in Exhibit A, incorporated herein by this reference as if set forth in full.

Section 6. Amendment of Redmond Comprehensive Plan and Preparation of Final Documents. The Administration is directed to complete preparation of the final General Wastewater Plan and related updates in the Comprehensive Plan: to correct policy numbers; to replace references to the General Sewer Plan with references to the General Wastewater Plan where appropriate; to correct any typographical errors, minor stylistic or editorial revisions and general formatting; and to include appropriate graphics and illustrations.

Section 7. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid

or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 8. Effective Date. This ordinance shall take effect five days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Redmond City Council this 17th day of August,
2021.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

JAMES E. HANEY, CITY ATTORNEY

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

ATTACHMENT B



PLANNING COMMISSION RECOMMENDATION TO CITY COUNCIL

June 9, 2021

Project File Number:	LAND 2021-00124
Proposal Name:	Draft General Wastewater Plan Update
Applicant:	Redmond Wastewater Utility
Staff Contacts:	Jeff Thompson, Senior Engineer Peter Holte, Senior Planner

FINDINGS OF FACT

Public Hearing and Notice

a. Public Hearing Date

The City of Redmond Planning Commission held a public hearing on the proposed amendments on May 26, 2021. No testimony was received during the public hearing or public comments received during the public hearing are summarized in Attachment D. Receiving no verbal or written comments, the Planning Commission closed the hearing also on May 26, 2021.

b. Notice and Public Involvement

The public hearing notice was published in the Seattle Times and posted at City Hall in accordance with RZC 21.76.080 Review Procedures - Notices. (Amend to reflect pandemic related changes) Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies. (Describe Involvement Here). A public comment summary is provided in Attachment D

REDMOND COMPREHENSIVE PLAN AMENDMENT SUMMARY

The City Wastewater Utility has completed a [draft of the City of Redmond General Wastewater Plan](#) Update. This is a functional plan, required by the Washington State Growth Management Act and based on the City's current zoning allowances assuming built-out conditions. The plan ensures the City is prepared for expected growth by identifying where pipes, pumps, and other wastewater infrastructure need to be extended or replaced.

RZC 21.76.070.J.9 – COMPREHENSIVE PLAN AMENDMENT CRITERIA		MEETS/ DOES NOT MEET
a	Consistency with the Growth Management Act (GMA), the State of Washington Department of Commerce Procedural Criteria, and the King County Countywide Planning Policies (CPPs);	Meets
b	Consistency with the Comprehensive Plan policies and the designation criteria;	Meets

Planning Commission Report – Findings and Conclusions
General Wastewater Plan Update
 6/07/2021

RZC 21.76.070.J.9 – COMPREHENSIVE PLAN AMENDMENT CRITERIA		MEETS/ DOES NOT MEET
c	If the purpose of the amendment is to change the allowed use in an area, the need for the land uses that would be allowed by the Comprehensive Plan amendment and whether the amendment would result in the loss of the capacity to meet other needed land uses, especially whether the proposed amendment complies with the policy on no net loss of housing capacity;	Meets
d	Consistency with the preferred policy growth and development pattern of the Land Use Element of the Comprehensive Plan;	Meets
e	The capability of the land, including the prevalence of critical areas;	Meets
f	The capacity of public facilities and whether public facilities and services can be provided cost-effectively at the intensity allowed by the designation;	Meets
g	The proposed amendment addresses significantly changed conditions. In making this determination the following shall be considered:	Meets
	i. Unanticipated consequences of an adopted policy, or	
	ii. Changed conditions on the subject property or its surrounding area, or,	
	iii. Changes related to the pertinent plan map or text; and	
	iv. Where such change of conditions creates conflicts in the Comprehensive Plan of a magnitude that would need to be addressed for the Comprehensive Plan to function as an integrated whole.	

PLANNING COMMISSION RECOMMENDED CONCLUSIONS

The Planning Commission finds that the proposed amendments to the Comprehensive Plan provided as Attachment A to this report are **consistent with the criteria set forth in RZC 21.76.070 Criteria for Evaluation and Action.**

TECHNICAL COMMITTEE RECOMMENDATION

The Technical committee identified **no additional conditions** necessary to ensure consistency with the City’s development regulations. The full Technical Committee report and recommendation is provided in **Attachment D.**

REVIEWED AND APPROVED BY THE PLANNING COMMISSION

DocuSigned by:

 DA525C34AC764BC...
Carol Helland
 Planning and Community Development Director

DocuSigned by:

 816CD0A1D16A46D...
Sherri Nichols
 Planning Commission Chair

Attachments

- A. Executive Summary: General Wastewater Plan Update

Planning Commission Report – Findings and Conclusions

General Wastewater Plan Update

6/07/2021

- B. Response to Questions from the Planning Commissioners**
- C. Planning Commission Summary Minutes**
- D. Technical Committee Report**

ES Executive Summary

ES.1 Growth

The City of Redmond (City) continues to be a leading employment center in the Pacific Northwest with companies such as Microsoft, AT&T, and Nintendo. Since the 1990s employment has more than doubled within the City and in the next 20 years it is expected to increase by more than 40 percent.

Residential growth has also increased significantly at more than 18 percent in the past 10 years. In the next 20 years this trend is expected to continue with some of the highest sectors of growth expected from multifamily residential; especially in areas of mixed-use development and redevelopment such as in the Downtown core, Overlake, and Marymoor Village.

These high levels of growth will continue to drive the need for expansion of the City's wastewater service and upgrades to its existing system.

ES.2 Capital Improvement Program and Development Projects

The improvement and development projects are grouped into three primary areas:

- Capital Improvement Program
- Developer Extensions/Development Projects
- Septic-to-Sewer Projects

Chapter 6 provides a summary of all projects. Chapter 4 and Appendix F provide more detailed information about the specific projects.

ES.2.1 Capital Improvement Program

Implementation of the Capital Improvement Program (CIP) projects will be determined based on a number of factors, including an increase in flows and/or necessary rehabilitation of aging infrastructure. Timing of projects may also depend on coordination with other utility projects, such as transportation or stormwater improvements.

There are twelve (12) CIP projects identified in this General Wastewater Plan Update (Plan). Five of these projects (replacement and/or upgrades to Lift Stations Nos. 5, 6, 12, 13, and 15) are currently underway. It is anticipated the LS-12, LS-13, and LS-15 projects will be completed in the next 2-3 years. The remaining two stations (LS-5 and LS-6) will be completed in the next 3-5 years. Several of the projects included in the CIP are dependent on flow monitoring to confirm the need for the project. If possible, this flow monitoring should begin as soon as possible. Prioritization of projects beyond 2022 will be identified based on flow monitoring and the criteria mentioned above.

ES.2.2 Developer Extensions/Development Projects

More than 110 developer projects are identified at this time. These projects will also be driven by the rate and location of growth and development. These projects are expected to be funded primarily through developer contributions.

ES.2.3 Septic-to-Sewer Projects

The remaining type of project included in this planning document are the Septic-to-Sewer projects, that connect those homes on septic systems to the wastewater collection system. In 1998, the City implemented a pilot program (Neighborhood Sewer Replacement Program) but did not receive the necessary funding or interest on the part of homeowners to connect to the City's collection system. It is recognized that at some time in the future, it will be necessary for these homeowners to connect to the City's collection system. Each year, the City Council and the Directors team will determine if there is sufficient interest in implementing some or all of the Septic-to-Sewer projects.

ES.3 Other Recommendations

In addition to the capital improvement projects, this Plan contains a number of recommendations for the City's wastewater program. The following recommendations are not capital projects but are actions that the utility should consider.

ES.3.1 Recommended Operation and Maintenance Improvements

There are several recommended improvements included in Chapter 5, including those that the City plans to implement.

ES.3.2 Wastewater Flows and Modeling Recommendations

It is recommended that the City continue to update and maintain the City's wastewater flows and system models. These model projections and system data are contained within the City's model of the wastewater collection system.

ES.4 Funding Growth

The estimated cost of the twelve (12) CIP projects identified in this Plan equals \$43.3 million. The near-term projects (Lift Stations Nos. 5, 6, 12, 13, and 15) account for \$27.3 million of this total. All of these projects are included in the budgeting process and the City has sufficient resources to fund the planned CIP. Several of the planned CIP projects will be completed beyond the near-term projects. Implementation of many of these projects will depend on the rate of growth in specific areas.

Developer extensions will primarily be funded by developers and developer contributions. Funding for the Septic-to-Sewer Projects has not yet been determined but may include a combination of City and homeowner funding.

In addition to the CIP, developer, and Septic-to-Sewer Projects, are projects completed by the operation and maintenance (O&M) department and funded through the O&M annual budget.

ES.5 Planning and Analysis Tools

An important element in the preparation of this Plan, was the creation of the City's wastewater collection system hydrologic/hydraulic model. A City-wide model representing all of the City's wastewater basins was developed to be used as a planning tool. The model developed in conjunction with this Plan provides several important features.

ES.5.1 Industry-Accepted Modeling Platform

The wastewater collection system modeling software, MIKE URBAN, is an industry-accepted platform that will be regularly updated and maintained and provide City staff with ongoing technical support. It simulates both dry and wet weather conditions by modeling both the sanitary flows as well as inflow and infiltration.

ES.5.2 Compatibility with King County Data

One of the reasons that the MIKE URBAN software was selected by the City, was that King County uses this program for regional wastewater modeling. This provides an advantage to the City in that it can easily use the King County data that has been developed as part of the regional data development and modeling.

ES.5.3 GIS Compatibility

The wastewater collection system model and the dry weather flow database were developed using the City's GIS data, as well as other data sources. The City intends to continue to develop its GIS data over time, and to use these GIS sources for future updates to the model and the dry weather flow database.

ES.5.4 Identification of Potential Deficiencies and a More Efficient Use of Staff Time

An advantage to having this wastewater collections system model is that City staff can more easily identify potential deficiencies within the collection system.

For example, during this planning process, use of this model identified several areas where there were potential issues. Maintenance and Operations staff field verified and checked for potential capacity issues at these specific locations; in some cases, confirming problem areas. Other areas that are still questionable should be more closely monitored over time, by conducting flow monitoring in targeted areas.

ES.5.5 What-If Scenarios for Planned Improvements

The model will also provide the City staff with tools for sizing planned improvements where deficiencies exist or where new growth is planned.

ES.5.6 Improved Reliability and Accuracy of Data Sources

The process of creating the dry weather flow database and the wastewater collection system model resulted in a detailed effort to identify missing and incorrect information. Following verification against field data, as-builts, and other data sources now provides City staff with much more reliable information.

Attachment B: Summary of Questions and Answer for Questions from the Planning Commission

The following summarizes the questions and answers taken during two study session presentations to the Redmond Planning Commission held on March 31, 2021 and April 21, 2021 regarding the *2021 General Wastewater Plan Update*.

Planning Commission Questions & Answers March 31

Question: Does the plan account for in-fill that may replace single family housing with multi-family residential housing?

Answer: Figure 3-3 in the plan shows the “development potential” for parcels within the entire City based on current zoning. The plan assumes single family residential areas are “fully developed.”

Isolated, dispersed multi-family in-fill projects in residential areas will not result in a wastewater capacity issue. Unless large areas with residential zoning density are substantially increased—for example, changing an entire plat from R4 to R7—there should not be any capacity issues with this type of in-fill.

Question: Do people want to change from septic to the municipal system? Who pays for the cost of the transition?

Answer: Generally, we find people are happy with septic systems until they fail. When they fail, people would like an immediate remedy by connecting to the City’s wastewater system.

The City requires properties that have failed septic system and are within 200 feet of access to the municipal wastewater system to connect to the City’s system rather than replace the septic system. The owner of the septic system pays for the construction and for connection fees.

Question: Are there grant programs that help transitions?

Answer: Staff research on this question found that there are financial programs to help cover the repair failing systems (see the [Craft 3](#) program). King County also provides some assistance for low income customers to help pay for the capacity charges for new customers connecting to the county’s wastewater system. This information is available in the [frequently asked questions portion of the County’s sewer capacity charge webpage](#). We did not find programs that help individuals address the cost of transitioning from septic to sewer.

The City’s Utility Strategic Plan contains a strategy aiming to replace all “high-priority” septic systems within the City. High priority septic systems are those that have a high likelihood of failure or whose failure has the high potential to create a health risk or impacts to the environment. Evaluating financial assistance needs will be one of the considerations that the City needs to address as it designs a program that aims to implement this strategy.

Question: Can extreme weather events affect our wastewater system? Can a 100-year rain-event, for example, impact the sewer system?

Answer: Redmond has separate systems for stormwater runoff and wastewater. Rainwater can enter the wastewater system at pipe joints, through manhole covers, and due to leaking pipes. The City works

to limit this infiltration of rainwater into the wastewater system. To ensure the City maintains capacity and prevents sewer overflows, the updated wastewater plan's system analysis moved from a 20-year sewage flow/rain event as used to develop previous plans, to a more conservative analysis that uses a 100-year flow/rain event.

Question: Will the transition of areas off septic to sewer, create capacity issues that makes the transition cost prohibitive? What about areas with critical areas served by septic, do these create issues with this transition?

Answer: The transition of residential areas from septic to sewer should not create capacity issues for the system. Transition in land use such as a change single family residential to multi-family, or single family residential to commercial are instances are where we could see constraints on the existing system.

Critical areas and steep slopes are not typically a factor limiting the ability to transition from septic to sewer.

Question: The developer is responsible for upsizing pipe upstream of their development?

Answer: The developer is responsible for upgrading pipe on the *downstream portions* of the system to ensure sewage flows into the City's network of pipes, lift stations, and other conveyance infrastructure.

Planning Commission Questions & Answers April 21

Question: How are capacity wastewater charge, wastewater, stormwater charge calculated?

Answer: The King County Wastewater System Capacity Charge is a charged that King County levies on new customers connecting the regional sewage treatment system. It pays for extensions to regional conveyance systems and regional sewage treatment facilities. [The frequently asked questions section of the King County Wastewater System Capacity Charge Webpage](#) provides details on fees for different types of customers and other fee setting information.

The City's wastewater fees are calculated based on the potable water coming into the residence or business. The assumption is that the amount of water coming in will be roughly equal the amount of water leaving via the wastewater systems. In some cases, properties with large irrigation systems will set up separate potable water accounts so that they are not overcharged for wastewater service.

The City's stormwater fees are a set fee for each single-family parcel. For commercial and multi-family residential properties, the City uses the amount of impervious area on each parcel to calculate fees.

Question: Properties with failing septic systems are required to connect to the City's wastewater system?

Answer: Yes. If a parcel with failing septic is within 200 feet of access to the City's wastewater system, the owner of the failed system is required connect to the City's wastewater system.

Question: How often is the sewer plan updated?

Answer: The last major update to the plan was in 2009. Edits and revisions to the plan also occur when there are major updates to the Redmond zoning requirements. Also, there are numerous minor and major amendments to the Plan in between updates to the General Wastewater Plan.

Question: Are the Marymoor lift stations considered a temporary fix?

Answer: The lift stations had to be updated to meet current zoning density in that area. The new lift stations have a 20 to 30-year life span. If the area is again up zoned within the life span of these facilities, the utility will need to upgrade these stations again to ensure wastewater capacity matches the demand.

Question: Is staff referring to the Envision Sustainability Checklist—or similar other checklists-- to help guide our infrastructure and design and building considerations?

Answer: We have not yet used such checklists. The City’s new sustainability initiative is relatively new, and we expect conversations about sustainability and construction practices will increase as that program gains momentum. We welcome references and other input that will support efforts to explore this topic.

Question: Are you looking for guidance from the long-range planners to determine where growth can currently occur, and identifying where growth can occur in the future?

Answer: Wastewater Utility staff sought guidance from the Long-Range Planning during development of the plan update. Although the plan update relies on current zoning, the Utility recognizes, and is engaged with, the Redmond 2050 Comprehensive Plan Update. We anticipate that we will revisit this plan when the population estimates and expected growth patterns in the Redmond 2050 planning effort become more certain.

Question: What programs and outreach has occurred to gauge interest and opportunity to move people off septic?

Answer: The Utility Strategic Plan calls for “high priority” septic systems to connection with the wastewater system. Utility Staff anticipates that implementing this strategy will require a separate planning process to create a focused program designed to promote the switch from septic to the wastewater system. Designing such a program will require staff seek input from people who currently have septic systems to determine: a) their willingness to transition off them, b) the factors that would motivate them to make this change, and c) the factors preventing them from making this change.

Question: How does collaboration with the other jurisdiction work? Are they on the same schedule for their WW functional plans, and are we reviewing their plans?

Answer: We communicate with both Bellevue and Kirkland and review their plans as the State requires during the development of wastewater functional plans. We are looking to create an agreement with Kirkland to address issues along the 132nd Ave NE Corridor. The City also is very close to finalizing a set of agreements with the City of Bellevue.

Question: Does stormwater runoff on the 132nd Ave NE Corridor create any issues for the septic in that area?

Answer: In Redmond, stormwater and Wastewater are collected separately. As a result, we are not seeing any stormwater caused issues with regarding to existing septic systems in this area.

Attachment C: Planning Commission Meeting Note, May 26, 2021



REDMOND PLANNING COMMISSION

Sherrí Nichols, Chair | Judy East, Vice-Chair
Roy Captain | Aaron Knopf | Vidyanand Rajpathak
Denni Shefrin | Aparna Varadharajan

MINUTES

**REDMOND PLANNING COMMISSION MEETING
Wednesday, June 9, 2021 – 7:00 p.m.**

1. Call to Order & Roll Call

The meeting was called to order at 7:00 p.m. by Chair Nichols.

COMMISSIONERS PRESENT: Chair Nichols, Vice-Chair East, Commissioners Shefrin and Aparna

STAFF PRESENT: Beverly Mesa-Zendt, Jeff Churchill, Beckye Frey, Caroline Chapman, Ian Lefcourte, Planning Department; Jeff Thompson and Peter Holte, Public Works Department

EXCUSED ABSENCE: Commissioners Captain, Knopf, and Raj

RECORDING SECRETARY: Carolyn Garza, LLC

2. Approval of the Agenda

Chair Nichols recommended that items five and six be switched so that Report Approval for the General Wastewater Plan update can be addressed prior to the Public Hearing.

- **MOTION to approve the Agenda with the change** that Chair Nichols had suggested by Vice-Chair East. MOTION seconded by Commissioner Shefrin. **The MOTION passed unanimously.**

NOTE: Minutes reflect the new item order

Redmond Planning Commission Minutes
June 9, 2021

3. Minutes Approval

[May 26, 2021](#)

- **MOTION to approve** the Meeting Minutes by Vice-Chair East . MOTION seconded by Commissioner Aparna. **The MOTION passed unanimously.**

4. Items from the Audience

There were no requests to speak, but two written comments had been forwarded to the Commission.

5. 2021 Annual Docket: Study Session and Potential Report Approval for the General Wastewater Plan update.

Review and consider approval of the Planning Commission Report and recommendation of approval of the updates to the General Wastewater Plan.

Attachments: [Memo](#), [Draft Planning Commission Report](#)

Staff Contact: [Jeff Thompson](#), Senior Engineer 425-556-2884
[Peter Holte](#), Senior Planner 425-556-2822

- **MOTION to approve** the Planning Commission Report and recommendation of approval of the General Wastewater Plan update by Vice-Chair East . MOTION seconded by Commissioner Shefrin. **The MOTION passed unanimously.**

6. 2021 Annual Docket: Public Hearing and Study Session for the expansion of retail marijuana.

Planning Commission to hold a public hearing and consider a recommendation to the City Council on the updates to the Redmond Comprehensive Plan related to marijuana sales, affordable commercial space and affordable housing.

Attachments: [Memo](#), [Technical Committee Report](#), [Exhibit A – Staff Analysis](#), [Exhibit B – Proposed Comp Plan Amendments](#), [Exhibit C – Proposed Zoning Code Amendments](#), [Exhibit D – SEPA Determination](#), [Presentation](#)

Staff Contact: [Beverly Mesa-Zendt](#), Deputy Planning Director 425-556-2423

Staff Presentation

Ms. Mesa-Zendt presented two options, the original proposal and a second staff-recommended proposal. A review of the Comprehensive Plan in relation to retail sales was given. A notification of Public Hearing was published in the Seattle Times, parties involved in the original 2016 were emailed, the Public Hearing was published in the Redmond E-news and on Redmond social media, and information has been posted on the Redmond Comprehensive Plan and Development Services web pages under upcoming projects. Staff recommends denial of alternative one but recommends approval of alternative two with no further conditions. The Technical Committee recommendation agreed with staff. Amendments to the LU-62 Manufacturing Park Industry designation may be necessary.

Public Hearing

Chair Nichols opened the Public Hearing.

Ms. Frey stated that no requests from the public to speak had been received.

- ***Chair Nichols closed verbal comments, but written comments would remain open until the next meeting.***

Study Session

Commissioner Aparna asked for clarification regarding the staff analysis and reason for not including Manufacturing Parks. Ms. Mesa-Zendt replied designation criteria and the preferred growth pattern. Manufacturing Park and Industrial zones are for manufacturing, industrial uses and the other limited uses that support or are compatible with the activity. The designation criteria are specific regarding the allowed use. Ms. Mesa-Zendt indicated that marijuana retail sales are allowed in 16 other zones in the City.

Vice-Chair East asked if the number of marijuana sales businesses in a park can be limited. Ms. Mesa-Zendt replied that additional buffering requirements could be created in the zoning code and that it would be a different conversation if the intent was to apply this rule universally. Ms. Mesa-Zendt asked if the question should be added to the Issues Matrix and Vice-Chair East stated being satisfied. Chair Nichols recalled that setting buffers between stores had been discussed in the past and the conclusion was that competition would be limited despite the use being allowed in the zone. Ms. Mesa-Zendt replied that Minutes for the meeting, when the item was discussed would be located, and the entire list of uses allowed in the proposed zones would be added to the Issues Matrix in response to the question from Commissioner Aparna. A list identifying the allowed zones will also be compiled.

Redmond Planning Commission Minutes
June 9, 2021

- 7. Redmond 2050: Study Session to review policy options and alternatives for Housing and Economic Vitality.** Review and discuss policy options and alternatives for policies to be added or updated in the Redmond Comprehensive Plan.

Attachments: [Memo, Housing Options & Alternatives](#), [Housing Change Matrix](#), [Economic Vitality Options & Alternatives](#), [Economic Vitality Change Matrix](#), [Presentation](#)

Staff Contact: [Jeff Churchill](#), Planning Manager 425-556-2492
[Caroline Chapman](#), Senior Planner 425-556-2442
[Ian Lefcourte](#), Planner 425-556-2438

Study Session

Mr. Churchill presented a slide presentation regarding the process to consider Comprehensive Plan update policy options and alternatives.

Mr. Lefcourte continued with a presentation of policy tension areas related to housing.

Commissioner Aparna requested more data on green building code and costs, and housing sizes. Commissioner Aparna suggested that thought processes should be progressive considering the long timeframe. Mr. Churchill stated that an insightful comment by Commissioner Aparna had been that a policy direction could be to look for requirements or incentives that have the highest benefit-cost ratio first. Commissioner Aparna stated that an ideal situation long-term would be for Redmond to have a minimum new construction green code, but the largest impacts should also be considered.

Vice-Chair East asked what increasing density in the R-4 area would look. Mr. Lefcourte replied that many triplexes, duplexes, and multiplexes can have the same exterior form as represented by classic, single-family detached homes, and in many cases, there are regulations that require a similar character. The actual look could vary depending on the direction of the Planning Commission and City Council. Attached dwelling units and not Mother-In-Law units are the focus. Vice-Chair East asked where the automobiles belonging to two families in a duplex would have space. Another question was if there would be rows of duplexes or if that would be a restriction for the Planning Commission and City Council to set. Information from other areas that have achieved a balance in current occupancy and growing congestion and density would be helpful. Mr. Churchill replied that regarding whether rows of duplexes would be allowed would be a topic for the Planning Commission to provide the best path forward. There are provisions in the Comprehensive Plan that limit such outcomes and the question is if those provision should continue in Redmond or if a different direction should be taken. Ms. Mesa-Zendt reminded the Planning Commission that the highest concern registered from current residents was traffic and parking when changes begin.

Commissioner Shefrin stated that many older neighborhoods have limitations on density and structure size. While there may not be an active homeowners association there are still recorded covenants. The cost of imposing green methodology in terms of construction could

Redmond Planning Commission Minutes
June 9, 2021

negate the ability for developers to construct affordable housing. The idea of 40% tree canopy coverage has been identified as also important to the City.

Commissioner Aparna asked if the process would allow neighbors to express opinions regarding small changes. If restrictions are removed from neighborhood plans, the neighbors should still have a say. Commissioner Shefrin stated that the issue would generate complications, and a better approach may be a decision regarding how Redmond wants to absorb densities. Regarding a public process, neighbors move.

Chair Nichols stated that regarding missing middle housing, if density is not added to single-family neighborhoods, then Redmond fails on equity and inclusion, for example, schools. Chair Nichols asked how many homeowners associations are in Redmond that limit what can be done on a lot. Chair Nichols asked if accessory dwelling units (ADUs) are not allowed as an outright use currently. Mr. Lefcourte replied that there are some areas of the city that require ADUs to be conditional, varying by neighborhood as well as the zone. Mr. Churchill replied believing that the situation is for attached dwelling units rather than ADUs, but the reply was correct for attached dwelling units. Chair Nichols asked for clarification regarding "attached" vs "accessory" units, and asked for more information regarding what standards would provide the highest impact as well as, for example, the cost of green versus insulation requirements. Mr. Lefcourte replied that a cost-benefit analysis today will be different in five years due to technology changes. When addressing regulations later in the process, additional detail will be required for specific standards.

Commissioner Shefrin asked if staff is familiar with the Master Builders Association Housing Toolkit and stated that a way to harmonize structure types in single-family zones regarding transit and single occupancy vehicles and equity needs to be looked at, as well as covenants and homeowners associations.

Commissioner Aparna stated that an approach should be to explore what green building codes exist elsewhere. There are levels of codes. A LEED system will be more expensive but there are several other lesser-known green codes. Commissioner Aparna asked when Neighborhood Plans might be upgraded or reconfigured. Mr. Churchill replied that this will not be addressed until after Redmond 2050 is finished. If a version of option one was chosen, surgical changes would need to be made to the Neighborhood Plans to implement the policy direction.

Ms. Chapman continued the presentation with Economic Vitality.

Commissioner East asked what strengthening policy protections to prevent encroachment would look like. Ms. Chapman replied that the Countywide Industrial Growth Center designation is new, smaller in size and allows the City to be eligible for Puget Sound Regional Council (PSRC) funding for certain transportation enhancements related to manufacturing and industrial areas. The designation would send a signal that the areas are intended for industrial uses now and into the future. Commissioner East asked if the designation would be on areas already identified as manufacturing. Ms. Chapman replied that staff had evaluated different areas and determined that the most natural fit would be the Southeast Redmond area. Commissioner East asked if development would cease, and Ms. Chapman replied that residential would not be located within the boundary. Commissioner

Redmond Planning Commission Minutes
June 9, 2021

East asked for clarification that Willows Road would not be a viable area for the designation and Ms. Chapman replied that the Willows Road area pops as a potential for growth in the Centers and Corridors model, to be determined, and only the Southeast Redmond area is being considered.

Commissioner Aparna asked if there is a sense that all types of industry, for example, heavy, light and artisan would be allowed or if the definition is strict. Ms. Chapman replied that the designation includes warehousing and distribution, research and development and some associated uses with manufacturing. The biggest type to not be allowed is housing. Ms. Chapman stated that artisan and craft uses would be investigated. Commissioner Aparna stated not understanding the scale of operations desired. Another question was if PSRC will mandate small business and legacy. Ms. Chapman replied those were policy considerations that did not generate attention or a trade-off, either mandated or work in process. The policy considerations are in the change matrix for each Comprehensive Plan element.

Commissioner Aparna asked if the term incubator is not being used any longer regarding a business vision for Redmond. Ms. Chapman replied that incubator is included under a different policy, not a stand-alone, cooperative space and flexibility. Commissioner Aparna stated that more information regarding what King County is looking for would be helpful to know how much flexibility is possible. Ms. Chapman asked if the Commissioner has interest in pursuing flexibility, and Commissioner Aparna replied that no one knows what the manufacturing landscape will look like in the future. Jobs created should be flexible within manufacturing uses. Ms. Frey asked for clarification that the flexibility option being addressed by Ms. Chapman was to expand uses in areas not related to manufacturing and industry, but that Commissioner Aparna stated that as much flexibility as possible should occur with industries, manufacturing still the focus but not being flexible outside of manufacturing and industry. Commissioner Aparna replied correct.

Commissioner Shefrin asked if staff has been approached by businesses currently precluded but with an interest in the location and if so, what the businesses would look like that fall under the category of light manufacturing. Commissioner Shefrin stated being in favor of broadening the definition to something more flexible. Ms. Chapman replied that businesses outside of light manufacturing desiring the location are marijuana retail, mixed-use housing, artisan and craft businesses now in more commercial spaces and a snowboarding shop with assembly and sales. Mr. Churchill replied that in the past, a business that does not fit due to a sales footprint larger than allowed in the manufacturing park has been at issue; the difference between selling and manufacturing is on the margins if the nature of the business is more commercial than manufacturing.

Chair Nichols asked if there has been input from Genie, a large employer in the area. Ms. Chapman replied not directly on this issue, but Genie is communicating with the Economic Vitality Manager and have other connections at the City to express needs. Chair Nichols asked to know more about what the industrial center means and would look like. Ms. Chapman replied that there are four or five of the largest employers in Redmond located in the southeast neighborhood.

Redmond Planning Commission Minutes
June 9, 2021

Vice-Chair East stated that the School District should weigh in on the scenarios regarding absorbing more children into the schools. Ms. Frey replied that in the next six months, there will be a lot of engagement with stakeholders, including the school districts.

8. Staff & Commissioner Updates

Ms. Frey stated that topics have been finalized for June and July 2021 and a meeting will not be necessary on June 23, 2021. The next meeting will be June 16, 2021. Meetings June 30, July 7, and July 14, 2021 will occur. Ms. Mesa-Zendt stated that the Retail Marijuana Sales Report Approval will move to July 7, 2021, with the Public Hearing remaining open.

Ms. Frey stated that a large extended agenda for August and September 2021 and a Workshop date confirmation in August or early September will be forthcoming.

Ms. Frey stated that information has been received regarding two options for the re-opening of City Hall and specific language received from the Clerk will be forwarded to Commissioners. All meetings will continue to remain remote until the specific Open Public Meetings Act (OPMA) proclamation is rescinded. If the OMPA is lifted, only City Council will hold full meetings in July with the remaining Boards and Commissions operating in a hybrid model; staff and the public would be in the building with restrictions and safety precautions in place, but Commissioners would still remote into July meetings. The situation after July has not been finalized.

Commissioner Shefrin stated having attended a class concerning a publication created by the Master Builders Association regarding affordable housing. The publication can be forwarded to anyone interested. Commissioner Aparna asked for the publication. Ms. Frey immediately emailed the publication to the Commissioners.

9. Adjourn – 8:50 p.m.

MOTION to adjourn by Commissioner East. MOTION seconded by Commissioner Shefrin.
The MOTION passed unanimously.

The meeting adjourned at 8:50 p.m.

Minutes approved on:

June 30, 2021

Planning Commission Chair

DocuSigned by:

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Attachment D: Technical Committee Report



2021 ANNUAL DOCKET OF COMPREHENSIVE PLAN AMENDMENTS

May 19, 2021

Project File Number:	SEPA-2021-00311
Proposal Name:	General Wastewater Plan Update
Applicant:	City of Redmond Stormwater Utility
Staff Contacts:	Jeff Thompson, Senior Engineer Peter Holte, Senior Planner

TECHNICAL COMMITTEE COMPLIANCE REVIEW AND RECOMMENDATION

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

- A. *RZC 21.76.070 Criteria for Evaluation and Action.*
- B. *RZC 21.76.AE Zoning Code Amendment - Text*
- C. *RZC 21.76.AF Zoning Code Amendment - Map*

REDMOND COMPREHENSIVE PLAN AMENDMENT SUMMARY

The City Wastewater Utility has completed a [draft of the City of Redmond General Wastewater Plan](#) Update. This is a functional plan, required by the Washington State Growth Management Act and based on the City's current zoning allowances assuming built-out conditions. The plan ensures the City is prepared for expected growth by identifying where pipes, pumps, and other wastewater infrastructure need to be extended or replaced.

The Wastewater Utility is bringing this forward as part of the 2021 Annual Comprehensive Plan Amendment Docket so that the Wastewater Utility can proceed with infrastructure updates in the short-term. The Utility is also working with the Planning Department to make more significant updates to the General Wastewater Plan as part of Redmond 2050.

RZC 21.76.070 COMPREHENSIVE PLAN AMENDMENT CRITERIA <i>(Full staff analysis attached as Attachment A)</i>		MEETS/ DOES NOT MEET
1	Consistency with the Growth Management Act (GMA), the State of Washington Department of Commerce Procedural Criteria, and the King County Countywide Planning Policies (CPPs);	Meets
2	Consistency with the Comprehensive Plan policies and the designation criteria;	Meets
3	If the purpose of the amendment is to change the allowed use in an area, the need for the land uses that would be allowed by the Comprehensive Plan amendment and whether the amendment	NA

Technical Committee Report to the Planning Commission
2021 ANNUAL DOCKET OF COMPREHENSIVE PLAN AMENDMENTS
 May 19, 2021

RZC 21.76.070 COMPREHENSIVE PLAN AMENDMENT CRITERIA <i>(Full staff analysis attached as Attachment A)</i>		MEETS/ DOES NOT MEET
	would result in the loss of the capacity to meet other needed land uses, especially whether the proposed amendment complies with the policy on no net loss of housing capacity;	
4	Consistency with the preferred growth and development pattern of the Land Use Element of the Comprehensive Plan;	Meets
5	The capability of the land, including the prevalence of critical areas;	Meets
6	The capacity of public facilities and whether public facilities and services can be provided cost-effectively at the intensity allowed by the designation;	Meets
7	The proposed amendment addresses significantly changed conditions. In making this determination the following shall be considered: <ol style="list-style-type: none"> i. Unanticipated consequences of an adopted policy, or ii. Changed conditions on the subject property or its surrounding area, or, iii. Changes related to the pertinent plan map or text; and iv. Where such change of conditions creates conflicts in the Comprehensive Plan of a magnitude that would need to be addressed for the Comprehensive Plan to function as an integrated whole. 	Meets

ADDITIONAL RECOMMENDATIONS

The Technical Committee recommends the following additional conditions for approval as necessary to ensure consistency with the City's development regulations.

<Add any other considerations per 21.76.060 F>

STATE ENVIRONMENTAL POLICY ACT (SEPA)

The lead agency for this proposal has determined that the requirements of environmental analysis, protection, and mitigation measures have been adequately addressed through the City's regulations and Comprehensive Plan together with applicable State and Federal laws. Additionally, the lead agency has determined that the proposal does not have a probable significant adverse impact on the environment as described under SEPA. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2). This decision was made after review of a completed environmental checklist and other information on file with the lead agency.

- ❖ In accordance with WAC 197-11-340(2) an opportunity for comment and appeal period was provided from to May 5, 2021 to May 20, 2021.

Technical Committee Report to the Planning Commission
2021 ANNUAL DOCKET OF COMPREHENSIVE PLAN AMENDMENTS
May 19, 2021

TECHNICAL COMMITTEE RECOMMENDATION

The Technical Committee has reviewed the proposed amendments identified as **Alternative 1 (Applicant's Proposal)** and finds the amendments to be **consistent** with review criteria identified below:

- A. *RZC 21.76.070 Criteria for Evaluation and Action.*

The Technical committee identified **no additional conditions** necessary to ensure consistency with the city's development regulations.

ALTERNATIVES

Same as above

REVIEWED AND APPROVED BY

DocuSigned by:

Carol Helland

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Carol Helland,
Planning and Community Development Director

DocuSigned by:

Dave Juarez

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Dave Juarez,
Public Works Director

Attachments

- A. Staff Compliance Review and Analysis
- B. Functional Plan Amendments–Executive Summary
- C. SEPA Threshold Determination

Attachment A—Staff Analysis of Comprehensive Plan Amendment: 2021 General Wastewater Plan Update

Criterion 1: Consistency with the Growth Management Act (GMA), the State of Washington Department of Commerce Procedural Criteria, and the King County Countywide Planning Policies (CPPs)

Meets this criterion:

- In compliance with RCW 36.70A.130-Comprehensive plans—Review procedures and schedules—Amendments and other applicable provisions.
- In compliance with RCW 90.48.110 plans and proposed methods of operation and maintenance of sewerage or disposal systems review procedures
- In compliance with RCW 36.70A.106 that requires notification of Department of Commerce of “intent to adopt” an updated plan or regulations. I
- In Compliance with applicable King Countywide Planning Policies

Criterion 2: Consistency with the Comprehensive Plan policies and the designation criteria

Meets this criterion. The General Wastewater Plan Update supports 32 Comprehensive Policies. The most pertinent include:

- CF-1 Develop and regularly update functional plans that assess capital facility needs and strategies for addressing such needs. Provide opportunities for public involvement appropriate to the nature of the update. Use functional plans to guide the development of capital priorities and investment decisions within each of the following functional areas...Waste and sewer systems;
- CF-2 Include in functional plans and supporting documents, at a minimum, the following features necessary for maintaining an accurate account of longterm capital facility needs and associated costs to the City, and consistency with the Comprehensive Plan and the Zoning Code:
 - A description of the current capital facility infrastructure and the scope and cost of its operation and maintenance;
 - A description of current capital facility deficiencies and appropriate funding strategies to remedy these deficiencies;
 - An analysis of capital facilities needed through the year 2030, at a minimum, and preliminary cost estimates to meet those needs;
 - An analysis specifying how capital facilities will be financed and maintained;
 - A description of the functional plan’s public outreach, participation and review process;
 - Criteria to be used to prioritize projects and inform the Capital Investment Strategic Plan;
 - A description of how the functional plan and supporting documents respond to Growth Management Act requirements; and Effective 1/27/18 Ord 2913 Redmond Comprehensive Plan Capital Facilities 12-8;
 - An analysis indicating that the functional plan, including any subsequent revisions to or modifications of the functional plan, is consistent with the Comprehensive Plan policies, Zoning Code regulations, and the Capital Investment Strategic Plan.
- CF-3 Review proposed functional plans and updates to existing functional plans to ensure that the plans:
 - Focus on infrastructure needs in both developed and developing areas of Redmond,

- Are consistent with the Comprehensive Plan, and
- Comply with state law.
- UT-1 Ensure that adequate public utilities and facilities are planned for, located, extended, and sized consistent with the planned growth described in the Goals, Vision and Framework Policies; Annexation and Regional Planning; and Land Use Elements.

Criterion 3: If the purpose of the amendment is to change the allowed use in an area, the need for the land uses that would be allowed by the Comprehensive Plan amendment and whether the amendment would result in the loss of the capacity to meet other needed land uses, especially whether the proposed amendment complies with the policy on no net loss of housing capacity;

N/A. This criterion is not applicable to this amendment.

Criterion 4: Consistency with the preferred growth and development pattern of the Land Use Element of the Comprehensive Plan

Meets this criterion. The General Wastewater Plan advanced the preferred growth pattern as identified in Framework Policy FW-13 by providing adequate infrastructure to implement the desired intensity and general character consistent with the community's long-term vision.

Criterion 5: The capability of the land, including the prevalence of critical areas.

Meets this criterion. All actions identified by this plan will be subject to the City's development review process and must comply with shoreline, critical area, and other City environmental regulations.

Criterion 6: The capacity of public facilities and whether public facilities and services can be provided cost-effectively at the intensity allowed by the designation.

Meets the criterion.

- The plan ensures that the capacity of public wastewater system facilities match expected growth as detailed in the Redmond Zone Code.
- The plan supports Comprehensive Plan Policy UT7—Require development to pay for or construct growth-related portion of infrastructure needs.

Criterion 7: The proposed amendment addresses significantly changed conditions. In making this determination the following shall be considered:

- i. **Unanticipated consequences of an adopted policy, or**
- ii. **Changed conditions on the subject property or its surrounding area, or,**
- iii. **Changes related to the pertinent plan map or text; and**
- iv. **Where such change of conditions creates conflicts in the Comprehensive Plan of a magnitude that would need to be addressed for the Comprehensive Plan to function as an integrated whole.**

Meets this criterion. The plan addresses the anticipated change in conditions created by growth within the City as detailed by zoning allowances within the Redmond Zoning Code.

ES Executive Summary

ES.1 Growth

The City of Redmond (City) continues to be a leading employment center in the Pacific Northwest with companies such as Microsoft, AT&T, and Nintendo. Since the 1990s employment has more than doubled within the City and in the next 20 years it is expected to increase by more than 40 percent.

Residential growth has also increased significantly at more than 18 percent in the past 10 years. In the next 20 years this trend is expected to continue with some of the highest sectors of growth expected from multifamily residential; especially in areas of mixed-use development and redevelopment such as in the Downtown core, Overlake, and Marymoor Village.

These high levels of growth will continue to drive the need for expansion of the City's wastewater service and upgrades to its existing system.

ES.2 Capital Improvement Program and Development Projects

The improvement and development projects are grouped into three primary areas:

- Capital Improvement Program
- Developer Extensions/Development Projects
- Septic-to-Sewer Projects

Chapter 6 provides a summary of all projects. Chapter 4 and Appendix F provide more detailed information about the specific projects.

ES.2.1 Capital Improvement Program

Implementation of the Capital Improvement Program (CIP) projects will be determined based on a number of factors, including an increase in flows and/or necessary rehabilitation of aging infrastructure. Timing of projects may also depend on coordination with other utility projects, such as transportation or stormwater improvements.

There are twelve (12) CIP projects identified in this General Wastewater Plan Update (Plan). Five of these projects (replacement and/or upgrades to Lift Stations Nos. 5, 6, 12, 13, and 15) are currently underway. It is anticipated the LS-12, LS-13, and LS-15 projects will be completed in the next 2-3 years. The remaining two stations (LS-5 and LS-6) will be completed in the next 3-5 years. Several of the projects included in the CIP are dependent on flow monitoring to confirm the need for the project. If possible, this flow monitoring should begin as soon as possible. Prioritization of projects beyond 2022 will be identified based on flow monitoring and the criteria mentioned above.

ES.2.2 Developer Extensions/Development Projects

More than 110 developer projects are identified at this time. These projects will also be driven by the rate and location of growth and development. These projects are expected to be funded primarily through developer contributions.

ES.2.3 Septic-to-Sewer Projects

The remaining type of project included in this planning document are the Septic-to-Sewer projects, that connect those homes on septic systems to the wastewater collection system. In 1998, the City implemented a pilot program (Neighborhood Sewer Replacement Program) but did not receive the necessary funding or interest on the part of homeowners to connect to the City's collection system. It is recognized that at some time in the future, it will be necessary for these homeowners to connect to the City's collection system. Each year, the City Council and the Directors team will determine if there is sufficient interest in implementing some or all of the Septic-to-Sewer projects.

ES.3 Other Recommendations

In addition to the capital improvement projects, this Plan contains a number of recommendations for the City's wastewater program. The following recommendations are not capital projects but are actions that the utility should consider.

ES.3.1 Recommended Operation and Maintenance Improvements

There are several recommended improvements included in Chapter 5, including those that the City plans to implement.

ES.3.2 Wastewater Flows and Modeling Recommendations

It is recommended that the City continue to update and maintain the City's wastewater flows and system models. These model projections and system data are contained within the City's model of the wastewater collection system.

ES.4 Funding Growth

The estimated cost of the twelve (12) CIP projects identified in this Plan equals \$43.3 million. The near-term projects (Lift Stations Nos. 5, 6, 12, 13, and 15) account for \$27.3 million of this total. All of these projects are included in the budgeting process and the City has sufficient resources to fund the planned CIP. Several of the planned CIP projects will be completed beyond the near-term projects. Implementation of many of these projects will depend on the rate of growth in specific areas.

Developer extensions will primarily be funded by developers and developer contributions. Funding for the Septic-to-Sewer Projects has not yet been determined but may include a combination of City and homeowner funding.

In addition to the CIP, developer, and Septic-to-Sewer Projects, are projects completed by the operation and maintenance (O&M) department and funded through the O&M annual budget.

ES.5 Planning and Analysis Tools

An important element in the preparation of this Plan, was the creation of the City's wastewater collection system hydrologic/hydraulic model. A City-wide model representing all of the City's wastewater basins was developed to be used as a planning tool. The model developed in conjunction with this Plan provides several important features.

ES.5.1 Industry-Accepted Modeling Platform

The wastewater collection system modeling software, MIKE URBAN, is an industry-accepted platform that will be regularly updated and maintained and provide City staff with ongoing technical support. It simulates both dry and wet weather conditions by modeling both the sanitary flows as well as inflow and infiltration.

ES.5.2 Compatibility with King County Data

One of the reasons that the MIKE URBAN software was selected by the City, was that King County uses this program for regional wastewater modeling. This provides an advantage to the City in that it can easily use the King County data that has been developed as part of the regional data development and modeling.

ES.5.3 GIS Compatibility

The wastewater collection system model and the dry weather flow database were developed using the City's GIS data, as well as other data sources. The City intends to continue to develop its GIS data over time, and to use these GIS sources for future updates to the model and the dry weather flow database.

ES.5.4 Identification of Potential Deficiencies and a More Efficient Use of Staff Time

An advantage to having this wastewater collections system model is that City staff can more easily identify potential deficiencies within the collection system.

For example, during this planning process, use of this model identified several areas where there were potential issues. Maintenance and Operations staff field verified and checked for potential capacity issues at these specific locations; in some cases, confirming problem areas. Other areas that are still questionable should be more closely monitored over time, by conducting flow monitoring in targeted areas.

ES.5.5 What-If Scenarios for Planned Improvements

The model will also provide the City staff with tools for sizing planned improvements where deficiencies exist or where new growth is planned.

ES.5.6 Improved Reliability and Accuracy of Data Sources

The process of creating the dry weather flow database and the wastewater collection system model resulted in a detailed effort to identify missing and incorrect information. Following verification against field data, as-builts, and other data sources now provides City staff with much more reliable information.

Attachment C



Determination of Non-Significance Certification of Public Notice

CITY OF REDMOND

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

CERTIFICATE OF MAILING

I hereby certify that to the best of my knowledge a Determination of Non-Significance for City of Redmond General Wastewater Plan Update File number: SEPA-2021-00311 was sent to the Applicant and to the attached mailing list copy, by first class mail and electronically mailed to attached SEPA Agency List on or before May 5, 2021

Name (print) Gloria Meerscheidt

Date May 5, 2021

CERTIFICATE OF POSTING

I, the undersigned, certify that on May 5, 2021, I posted copies of the attached

Determination of Non-Significance at:	0	Location(s) on or near the site
	0	City Hall – Building Closed – COVID-19
	0	Library – Building Closed – COVID-19

Name (print) Gloria Meerscheidt on behalf of Niomi Montes De Oca

Date May 5, 2021



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

For more information about this project visit www.redmond.gov/landuseapps

PROJECT INFORMATION

PROJECT NAME: COR General Wastewater Plan Update

SEPA FILE NUMBER: SEPA-2021-00311

PROJECT DESCRIPTION:
City of Redmond General Wastewater Plan Update

PROJECT LOCATION:

SITE ADDRESS: 15670 NE 85TH ST
REDMOND, WA 98052

APPLICANT: Jeff Thompson

LEAD AGENCY: City of Redmond

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

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

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

CITY CONTACT INFORMATION

PROJECT PLANNER NAME: Niomi Montes De Oca

PHONE NUMBER: 425-556-2499

EMAIL: nmontesdeoca@redmond.gov

IMPORTANT DATES

COMMENT PERIOD

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

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

'X' This DNS is issued under WAC 197-11-340(2), and the lead agency will not make a decision on this proposal for 14 days from the date below. Comments can be submitted to the Project Planner, via phone, fax (425)556-2400, email or in person at the Development Services Center located at 15670 NE 85th Street, Redmond, WA 98052. **Comments must be submitted by 05/20/2021.**

APPEAL PERIOD

You may appeal this determination to the City of Redmond Office of the City Clerk, Redmond City Hall, 15670 NE 85th Street, P.O. Box 97010, Redmond, WA 98073-9710, **no later than 5:00 p.m. on 06/04/2021**, by submitting a completed City of Redmond Appeal Application Form available on the City's website at www.redmond.gov or at City Hall. You should be prepared to make specific factual objections.

DATE OF DNS ISSUANCE: May 6, 2021

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

RESPONSIBLE OFFICIAL: Carol V. Helland
Planning Director

SIGNATURE: _____

RESPONSIBLE OFFICIAL: Dave Juarez
Public Works Director

SIGNATURE: _____

Address: 15670 NE 85th Street Redmond, WA 98052

CITY OF REDMOND
ENVIRONMENTAL CHECKLIST
NON-PROJECT ACTION
(Revised May 2018)

Purpose of the Checklist:

The State Environmental Policy Act (SEPA), chapter 43 .21C RCW , requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the City of Redmond identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply" and indicate the reason why the question "does not apply" . It is not adequate to submit responses such as ". N/A" or ".does not apply": without providing a reason why the specific section does not relate or cause an impact. Complete answers to the questions now may avoid unnecessary delays later. If you need more space to write answers attach them and reference the question number .

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the City can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. When you submit this checklist, the City may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Review Planner Name: Niomi Montes de Oca

Date of Review: April 26, 2021

To Be Completed By Applicant	Evaluation for Agency Use Only
<p>A. BACKGROUND</p> <p>1. Name of proposed project, if applicable: 2021 General Sewer Plan Update</p> <p>2. Name of applicant: Jeff Thompson</p> <p>3. Address and phone number of applicant and contact person: 15670 NE 85th St. Redmond, WA 98073 425-556-2884</p> <p>4. Date checklist prepared: 3/9/2021</p> <p>5. Agency requesting checklist: City of Redmond</p> <p>6. Give an accurate, brief description of the proposal's scope and nature:</p> <p> i. Acreage of the site: <u>City wide</u></p> <p> ii. Number of dwelling units/ buildings to be constructed: <u>None</u></p> <p> iii. Square footage of dwelling units / buildings being added: <u>None</u></p> <p> iv. Square footage of pavement being added: None</p> <p> v. Use or principal activity: <u>City Planning Document</u></p> <hr/> <p> vi. Other information : <u>Update existing plan</u></p>	<p style="text-align: center; color: red;">NMO</p> 

To Be Completed By Applicant	Evaluation for Agency Use Only
<p>7. Proposed timing or schedule (including phasing, if applicable):</p> <p>Public Involvement - March & April 2021 SEPA/Tech Comm - April & May 2021 Planning Commission - April - June 2021 City Council - May & June 2021 King County Utilities - June - December 2021 Department of Ecology - June - December 2021</p> <p>8. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.</p> <p>Revisions required by applicable comments during the public involvement and approval processes.</p> <p>9. List any environmental information you know about that has been prepared or will be prepared directly related to this proposal.</p> <p>No environmental info since this is a City Planning document.</p> <p>10. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, explain.</p>	<p style="text-align: center; color: red; font-weight: bold;">NMO</p> 

To Be Completed By Applicant	Evaluation for Agency Use Only
<p>11. List any government approvals or permits that will be needed for your proposal, if known.</p> <p>City of Redmond City Council approval King County Utilities approval Department of Ecology approval</p> <p>12. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.</p> <p>This is an update to the City of Redmond General Sewer Plan. The last plan was approved in 2009 and is due for an update. The plan evaluated the City's wastewater system for buildout of the current zoning and indicates where improvements are required by Developers and the City to meet future demand.</p> <p>13. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist</p> <p>The planning document evaluates the whole city and the Novelty Hill area where the City of Redmond provides sewer service. Chapter 4 of the plan details the potential sites for upgrades and expansions to the City sewer system.</p>	<p style="text-align: center; color: red;">NMO</p> 

To Be Completed By Applicant	Evaluation for Agency Use Only
<p>B. <u>SUPPLEMENTAL</u></p> <p>Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.</p> <p>When answering these questions, be aware of the extent the proposal or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.</p> <ol style="list-style-type: none"> How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise? <p>As the City grows it produces more wastewater that is sent to King County for treatment. The treated water is then discharged to Puget Sound. By evaluating the City's wastewater system for future growth and providing a list of improvements required to meet the future demand, the City is minimizing the chance of a sewer overflow event. All emergency generators at wastewater pump stations are required to meet the City's noise ordinance.</p> <p>Proposed measures to avoid or reduce such increases are:</p> <p>Wastewater system improvements described in the plan. Providing adequate sewer capacity to meet zoning buildout conditions will prevent sewer overflows that could make their way into the City's stormwater system and local streams.</p> How would the proposal be likely to affect plants, animals, fish, or marine life? <p>The plan minimizes the chances of wastewater overflowing and affecting plants, animals, fish, or marine life.</p> <p>Proposed measures to protect or conserve plants, animals, fish or marine life are:</p> <p>The plan reduces the risk of overflows by ensuring the City's wastewater system has adequate capacity and improved infrastructure. This reduces the potential that raw sewage will enter the City's stormwater system, and flow to local streams and other aquatic habitats.</p> 	<p style="text-align: center; color: red;">NMO</p> 

To Be Completed By Applicant	Evaluation for A2encv Use Only
<p>3. How would the proposal be likely to deplete energy or natural resources?</p> <p>The wastewater system includes 22 lift stations, which require electricity to run the pumps.</p> <p>Proposed measures to protect or conserve energy and natural resources are:</p> <p>Use of a SCADA system to run the pumps efficiently and minimize their usage. Pump sizing is designed to maximize efficiency at design flows.</p> <p>4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?</p> <p>The plan minimizes the chances of wastewater overflowing to natural waterways, thereby protecting sensitive aquatic habitat. The Plan aligns with the City's critical areas regulations and other zoning codes.</p> <p>Proposed measures to protect such resources or to avoid or reduce impacts are:</p> <p>The plan relies on City planning processes, zoning code, and environmental protection regulations to determine where extensions and improvements to the wastewater system can and need to be placed. It compares the current conditions of the City's wastewater system to what will be needed in the future, based on build-out scenarios that align with zoning allowances and City code.</p>	<p>NMO</p> 

To Be Completed By Applicant	Evaluation for Agency Use Only
<p>5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?</p> <p>The plan ensures that the wastewater system is adequately sized to serve the buildout of the current zoning. It compliments the City of Redmond Comprehensive Plan and Zoning Code.</p> <p>Proposed measures to avoid or reduce shoreline and land use impacts are:</p> <p>The plan relies on the City's Comprehensive Plan, Zoning Code, and environmental regulations to determine what areas of the City are allowed development and which areas must be protected. All potential project derived from this plan will be subject to the City's development review process, and must comply with Shoreline, Critical Area, and other City environmental regulations.</p> <p>6. How would the proposal be likely to increase demands on transportation or public services and utilities?</p> <p>The plan was written using projected growth estimates supplied by the Puget Sound Regional Council. As such, it responds and supports the City's growth management activities as define by Comprehensive Plan and Zoning Code. It purpose is to ensure that sewer utility services keep pace with growth and can adequately meet increased demand caused increased housing and businesses densities, as defined in the Redmond Zoning Code .</p> <p>Proposed measures to reduce or respond to such demand(s) are:</p> <p>The plan calls for the extension of sewer system in areas that are expected to receive the greatest amount of growth as per the City's Comprehensive Plan Vision and Zoning Code. This includes extensions and improvement to the wastewater system in areas with close proximity of public transit hubs and light-rail stations, such as Downtown Redmond, Overlake, and the Marymoor Sub-Area.</p>	<p style="text-align: center; color: red; font-weight: bold;">NMO</p> 

To Be Completed By Applicant	Evaluation for Agency Use Only
<p>7. Identify , if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.</p> <p>The plan helps comply with all the local, state, and federal laws or requirements for the protection of the environment by ensuring that the City's wastewater system is adequately sized for buildout of the current zoning. Additional wastewater system analysis would be required if the City increases zoning in any areas.</p>	<p style="text-align: center;">NMO</p> 

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Applicant Signature: Jeff Thompson

Jeff Thompson
Name of Signee: _____

Senior Utility Engineer/City of Redmond
Position and Agency/Organization: _____

Project Manager
Relationship of Signer to Project: _____

3/9/2021
Date Submitted: _____

Chapter 1 Introduction

The City of Redmond's 2019 General Sewer Plan (Plan) updates the City's 2009 General Sewer Plan. The Plan is a tool that the City will use to maintain, operate, and expand the sewer system to meet the needs of existing and future customers. Since the 2009 Plan was approved, several changes and improvements have taken place within the City's service area.

Changes since the 2009 Plan that affect sewer system planning in the Redmond service area include:

- Continued growth in Redmond's service area, mainly in the downtown core and Overlake neighborhoods.
- The 2009 to 2011 King County Decennial Flow Monitoring Program.
- Approval and implementation of Sound Transit 2, with future light rail stations in Overlake, Marymoor and Downtown Redmond.
- Proposed King County replacement of the Lake Hills Trunk and Northwest Lake Sammamish Interceptor Upgrade.
- Proposed redevelopment on the Microsoft Campus.
- Zoning changes adopted by the City.
- City of Redmond Comprehensive Plan updates.

This Plan identifies short-term capital improvements and defines long-term system planning goals and service criteria consistent with regional land use and wastewater planning issues.

As regulations and conditions change, periodic review and revision of this Plan will be appropriate and necessary to reflect such changes. Population, growth, and development trends must be monitored to assess whether the actual trends differ significantly from projections in this Plan and whether these differences significantly affect proposed improvements.

1.1 Purpose and Objectives

The first plan to review the needs of Redmond's complete sewer system was the 1987 Comprehensive Sanitary Sewer Study. This was followed by the 1997 General Sewer Plan and then the 2009 General Sewer Plan. The 1997 Plan incorporated the impacts of rapid growth that surpassed the system capacity, even with the capital improvements outlined in the 1987 Plan. The 1997 and 2009 plans included information from the state, region, and local level regarding land use and growth management.

This 2019 Plan updates the work of the 2009 Plan and is consistent with the land use designations and build-out projections under the City's Comprehensive Plan. This Plan includes 6-year and buildout planning horizons. These planning horizons account for improvements necessary to support the City's projected buildout. Adoption of modifications will take place every six to ten years as the Plan is officially updated in accordance with the Utilities chapter of the City's Comprehensive Plan.

The objectives of this Plan are to:

- Develop population and sewage flow projections for the City's sewer service area.

- Ensure consistency of planning assumptions with the King County Department of Natural Resources Wastewater Treatment Division (King County WTD) and the City Planning Department.
- Update the City's sewer model using MIKE URBAN sewer modeling software and the City's GIS system.
- Establish design criteria for analyzing facilities.
- Analyze the existing sewer system with existing and future flows to determine possible deficiencies.
- Develop a capital improvement program (CIP).
- Develop implementation strategy and financial program for proposed CIP.
- Review City policies that may impact planned improvements to Redmond's sewer system.
- Summarize efforts to identify opportunities for reclaimed water use.

1.2 Ownership and Management

The City of Redmond (City) is a municipal corporation that owns and operates a public sewer collection system. The City uses a Mayor-Council form of government. The Mayor oversees the management of the Public Works Department through the Public Works Director. The collection system is managed by the Water/Wastewater Division within the Public Works Department.

The City does not own or operate a wastewater treatment plant (WWTP). Rather, wastewater is conveyed to various King County owned interceptors within the sewer service area and the County is contracted for further conveyance and treatment. Wastewater generated in Redmond's sewer service area is ultimately treated at the County's Brightwater Treatment Plant.

1.3 Regulatory Requirements

Several local, state, and federal regulatory requirements guide the planning, operation, design, and construction of sewer systems, and these must be considered with this planning process. The rules and requirements that are pertinent to the Sewer Plan are described in the following sections.

1.3.1 Department of Ecology

This Plan was prepared in accordance with the requirements of the Washington State Department of Ecology (Ecology) as defined in Chapter 173-240-050 of the Washington Administrative Code (WAC) and Chapter 90.48 of the Revised Code of Washington (RCW). The WAC requirements and location are addressed within this document and are shown in Table 1.1. below:

Reference Paragraph	Description of Requirement	Location in Document
3a	Purpose and need for proposed plan	Chapter 1.1
3b	Who will own, operate, and maintain system	Chapter 1.2
3c	Existing and proposed service boundaries	Chapter 2
3d	Layout map showing boundaries; existing sewer facilities; proposed sewers; topography and elevations; streams, lakes; and other water bodies; water systems	Chapter 2
3e	Population trends	Chapter 3.1
3f	Existing domestic and/or industrial wastewater facilities within 20 miles	Chapter 2
3g	Infiltration and inflow problems	Chapter 4
3h	Treatment systems and adequacy of such treatment	Chapter 1 – N/A
3i	Identify industrial wastewater sources	
3k	Discussion of collection alternatives	Chapter 4
3k	Discussion of treatment alternatives	Chapter 3 – N/A
3k	Discussion of disposal alternatives	Chapter 3.3.3
3l	Define construction cost and O&M costs	Chapter 6
3m	Compliance with management plan	
3n	SEPA compliance	Appendix C

1.3.2 Growth Management Act

Under the requirements of the state Growth Management Act, Redmond must commit to serving the sewer needs of the planned growth that will occur within Redmond's urban boundary during the next six years. This Plan includes an evaluation of the existing sewer system and identification of additional facilities needed to accommodate the planned growth to comply with the state regulations.

1.3.3 King County

The 2016 King County Comprehensive Plan is the county's land use planning document that defines growth strategies for achieving the Growth Management Act's 13 planning goals. The first plan was adopted in 1994 and the 2016 Plan was last amended October 29, 2018. Chapter 9 of the King County Comprehensive Plan addresses services, facilities, and utilities, including public sewer systems, and supports the Phase 1 Countywide Planning Policies and the Phase II amendments finalized in May 1994.

Title 13 of the King County Code sets requirements for water and sewer systems, including review guidelines and consideration of reclaimed water. Title 13 requires sewer and water comprehensive plans to consider opportunities for reclaimed water. Redmond does not operate a WWTP so providing reclaimed water through sewage treatment is not viable. Reclaimed water is available within the City limits from the Brightwater Treatment Plant. Use of reclaimed water from Brightwater is discussed in Chapter 3. This 2019 Plan Update will be reviewed by the County's Utility Technical Review Committee (UTRC) per the requirements in Title 13. This 2019 Plan Update is consistent with the strategy and policies presented in King County's documents.

1.4 Plan Organization and Contents

This Plan defines the current service area, sewer basins, and existing infrastructure; delineates the future sewer planning area, the projected service population, and resulting sewage flows; and presents proposed improvements to upgrade existing facilities and provide adequate sewer service to existing and future customers in Redmond's service area.

Specific components included in this Plan are identified below.

Introduction (Chapter 1)

- Purpose and objectives of the City's General Sewer Plan Update.
- Regulatory requirements of the sewer system and planning process.
- Overview of the Plan contents and glossary of terms and abbreviations.

System Description (Chapter 2)

- Defines the existing service area and sewer planning area boundaries and the geographical features and resources within these boundaries.
- Discusses the relationship with King County and other sewer providers.
- Documents land use and zoning throughout the service and planning areas.
- Summarizes regulations and permitting relevant to the sewer system and planning.
- Describes the existing sewer facilities and provides an inventory of the sewer basins, mains, and pump stations.
- Summarizes the City's water system and facilities.

Planning Criteria and Flow Projections (Chapter 3)

- Documents existing and future demographics.
- Estimates current and future sewage flows for Redmond's sewer system based on current usage and future zoning.
- Presents accepted design criteria standards and discusses King County WTD's policies for future regional sewer service, which include infiltration and inflow (I/I), conveyance system improvements, and reclaimed water.
- Describes the use of planning data from the King County I/I Study in the development of City flows and the City's sewer model development.
- Discusses the impacts of water conservation on the City's sewer system.

Sewer System Evaluation (Chapter 4)

- Summarizes efforts to analyze the system using a hydraulic and hydrologic wastewater model.
- Describes existing sewer facilities by basin.

- Identifies problem areas or deficiencies by capacity, operation and maintenance (O&M) and/or obsolescence.
- Presents recommended improvements by sewer basins.
- Provides figures of all the existing sewer facilities and recommended improvements.

Operations and Maintenance (O&M) (Chapter 5)

- Documents maintenance problems, describes Redmond's sewer inspection program and recordkeeping methods, and discusses operation and maintenance staff.
- Describes the City's Fats, Oils, and Grease (FOG) Program.
- Describes requirements for the Capacity, Maintenance, Operations, and Maintenance (CMOM) Program and a proposed plan for the City's implementation of CMOM.
- Presents an evaluation and condition assessment of the City's pump stations.
- Details enhancements to be made to the existing O&M Program.

Capital Improvement Program (Chapter 6)

- Summarizes the recommended infrastructure improvements identified in the sewer system evaluation for each basin.
- Summarizes the recommended improvements for the O&M Program.
- Identifies costs of the improvements and presents capital funding sources.

Implementation (Chapter 7)

- Identifies the procedures, permits, and approvals needed to implement the Plan.
- Describes the Neighborhood Sewer Replacement Program.

1.5 Glossary of Terms and Abbreviations

The following terms and abbreviations are used in this Plan:

AAF	Average Annual Flow, or Average Daily Flow. This flow condition captured all daily flows during the year.
AWWF	Average Wet Weather Flow. The average flow from the months of November through March. All flows during this period are summarized regardless of the amount of precipitation.
Basin	An area that is served, or will be served, by a specific part of a sewer system. Basins generally correspond to natural drainage areas.
Budgeting by Priorities Process	Budgeting process begun in 2017 that includes citizen involvement and prioritization of City services based on input from community involvement.
CIP	Capital Improvement Program
CMOM	Capacity, Management, Operation, and Maintenance
DFM	Decennial Flow Monitoring
DWF	Dry Weather Flow, or Domestic Flow. An estimation of wastewater flow with little to no I/I contribution.
Ecology	Washington State Department of Ecology

EPA	Environmental Protection Agency
FAR	Floor-to-Area Ratio
FOG	Fats, Oils, and Grease
Force Main	A pipe that transports sewage under pressure delivered by a sewage pump.
Full Service Area	Defined by King County as areas where water supply is available and where public sewer is available now or will be provided in the next six years.
GMA	Growth Management Act
gpad	gallons per acre day
gpcd	gallons per capita per day
gpd	gallons per day
gpm	gallons per minute
ILA	Interlocal Agreement
Impact and Planning Area	Area outside of the city limits that is anticipated to be served by the City.
Infiltration	Groundwater that enters a sewer system through fractured or defective pipes, leaking pipe joints, leaking manholes, and other defects.
Inflow	Stormwater runoff that directly enters a sewer system from roof, street, and other drains, perforated or leaking manhole covers, and other sources. Water from foundation drains is also considered inflow.
I/I	Combined total of infiltration and inflow without distinction between the two.
King County WTD	King County Department of Natural Resources Wastewater Treatment Division (formerly the Municipality of Metropolitan Seattle or Metro)
LID	Local Improvement District
mgd	million gallons per day
MMF	Maximum Month Flow. The average flow of the maximum month.
MWL	Municipal Water Supply – Efficiency Requirements Act Chapter 5, commonly known as the “Municipal Water Law.” It was adopted in 2003 and includes requirements for water and wastewater master planning.
MIKE URBAN	Danish Hydraulic Institute Software. This is the software used for the hydraulic and hydrologic model simulations.
NESSWD	Northeast Sammamish Sewer and Water District

NPDES	National Pollution Discharge Elimination System. As authorized by the Clean Water Act, the NPDES permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are discrete conveyances such as pipes or man-made ditches.
PDF	Peak Day Flow. The maximum total daily flow through the system.
Peak Design Flow	Estimated sewer flow in the system during a 100-year flow-event.
PHF	Peak Hour Flow. The peak sustained flow rate occurring during a one-hour period.
Potential Annexation Areas	Areas that Redmond would consider annexing if it would be able to provide the facilities necessary to serve the resident population in compliance with Redmond's goals and policies. These are generally areas between Redmond's city limits and its UGA boundary.
RCW	Revised Code of Washington
RDI	Rainfall Dependent Inflow/Infiltration
Results Teams	Part of Budgeting by Priorities Process. Groups of five City staff across departments and one citizen that are responsible for providing recommendations to the Mayor and Council on budgeting priorities.
Sewage	Wastewater resulting from residential, commercial, and industrial water use, exclusive of irrigation.
SEPA	State Environmental Policy Act. A law of the State of Washington that requires identification of environmental impacts for proposed projects and actions. Sewer plans are subject to review under this law.
Sewer	A pipe or conduit, generally closed but normally not flowing full, for carrying sewage.
Service Planning Area	Defined by King County as the area within Redmond's urban growth area that will ultimately receive sewer service.
Service Area	The area currently served by sewers.
SFR	Single-family Residential
SSOAP	Sanitary Sewer Overflow Analysis and Planning
TDR	Transfer of Density Rights
Urban Area	King County defines as an area with a land use classification of urban that is further classified as Full-Service Area or Service Planning Area.
UGA	Urban Growth Area

UPD	Urban Planned Developments. These are land developments within the UGA involving a public review process with the intent of mutual benefit to public and private interests.
UTRC	Utility Technical Review Committee, King County.
WAC	Washington Administrative Code
WTD	King County Wastewater Treatment Division
WWTP	Wastewater Treatment Plant

From: [Legals](#)
To: [Gloria Meerscheidt](#)
Subject: RE: 10011 - Please publish on Thursday, May 6, 2021 - SEPA-2021-00311 General Wastewater Plan Update
Date: Tuesday, May 4, 2021 3:45:05 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
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Thank you!

Holly Botts

Legal Advertising Representative

p: (206) 652-6604

e: hbotts@seattletimes.com



From: Gloria Meerscheidt <GMeerscheidt@REDMOND.GOV>
Sent: Tuesday, May 04, 2021 3:13 PM
To: Legals <legals@seattletimes.com>
Cc: Gloria Meerscheidt <GMeerscheidt@REDMOND.GOV>
Subject: 10011 - Please publish on Thursday, May 6, 2021 - SEPA-2021-00311 General Wastewater Plan Update

Hello Seattle Times Representative,

Please publish the enclosed attachment (word format) as a liner ad for Thursday, May 6, 2021

Attachment: SEPA-2021-00311, COR Wastewater Plan Update

Please respond to verify this request.

Thank you,

Gloria Meerscheidt
Administrative Assistant, City of Redmond



☎ 425-556-2407

✉ gmeerscheidt@redmond.gov

🌐 www.redmond.gov

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**City of Redmond
STATE ENVIRONMENTAL
POLICY ACT (SEPA)
DETERMINATION OF
NON-SIGNIFICANCE**

Name of Proposal/File Number: General Wastewater Plan Update SEPA-2021-00311

Description of Proposal: City of Redmond Wastewater Plan Update

Location of Proposal: city-wide

Site Address of Proposal (if any): n/a

Applicant: Jeff Thompson

Lead Agency: City of Redmond

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

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

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

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

X This DNS is issued under WAC 197-11-340(2) and the lead agency will not make a decision on this proposal for 14 days from the date below. Comments can be submitted to the project Planner, Niomi Montes De Oca, at 425-556-2499, via fax at 425-556-2400, via e-mail at nmontesdeoca@redmond.gov. **Comments must be submitted by May 20, 2021.**

Responsible Official/Position/Title:
Carol V. Helland, Planning Director

Responsible Official/Position/Title:
David Juarez, Public Works Director

Address: 15670 N.E. 85th Street, P.O. Box 97010, Redmond, WA 98073-9710

Appeal Period
You may appeal this determination to the City of Redmond Planning Department, Redmond City Hall, 15670 N.E. 85th Street, P.O. Box 97010, Redmond, WA 98073-9710, **no later than 5:00 p.m. on 06/04/21** by submitting a completed City of Redmond Appeal Application Form available on the City's website at www.redmond.gov. You should be prepared to make specific factual objections.

For more information about the project or SEPA procedures, please contact the project planner, Niomi Montes De Oca at 425-556-2499 or e-mail nmontesdeoca@redmond.gov.

Date of DNS issuance: Thursday, May 6, 2021

From: [Gloria Meerscheidt](#)
To: [Adam](#); [andy.swayne@pse.com](#); [Avril Baty](#); [casey_barney@yakama.com](#); [Chris Jenkins](#); [Dan Sokol](#); [dbeagle@cj.sammamish.wa.us](#); [Elizabeth.Elliott@kingcounty.gov](#); [Erika Harris](#); [Fisheries.fileroom@muckleshoot.nsn.us](#); [fmiller@lwsd.org](#); [genick@tulaliptribes-nsn.gov](#); [Glen St. Amant - MITED Habitat Program](#); [Gretchen.Kaehler@dahp.wa.gov](#); [Heidi Bedwell](#); [Jennifer Meisner](#); [jerry_meninick@yakama.com](#); [Jil Nogi](#); [Jim Ishimaru](#); [John Greene](#); [Johnson Meninick](#); [Jon Regala](#); [klyste@stillaguamish.com](#); [laura.murphy@muckleshoot.nsn.us](#); [Mark.Wilgus@kingcounty.gov](#); [matth@snoqualmtribe.us](#); [Miles Penk](#); [Peter Alm](#); [Philippe D. LeTourneau](#); [Puget Sound Clean Air Agency](#); [robert.nunnenkamp@kingcounty.gov](#); [rrod](#); [ryoung@tulaliptribes-nsn.gov](#); [sepacenter@dnr.wa.gov](#); [sepadahp](#); [sepadesk@dfw.wa.gov](#); [sepaunit@ecy.wa.gov](#); [Stephanie Jolivette](#); [Steve Mullen-Moses](#); [Steve.Bottheim@kingcounty.gov](#); [Steven Mullen-Moses](#); [tina.morehead@kingcounty.gov](#); [tlavender2@frontier.com](#); [tmcgruder@gmail.com](#); [Todd Scott](#); [Tom Hinman-citizen](#); [WA Dept of Ecology](#); [wendy klahr](#)
Cc: [Niomi Montes De Oca](#); [Gloria Meerscheidt](#); [Jeff Thompson](#)
Subject: City of Redmond - SEPA - General Wastewater Plan Update
Date: Wednesday, May 5, 2021 1:25:44 PM
Attachments: [SEPA202100311.pdf](#)
[Chapter 1 - Introduction.pdf](#)
[image002.png](#)
[image004.png](#)
[image006.png](#)
[image008.png](#)
[image010.png](#)
[image012.png](#)
[image014.png](#)
[image016.png](#)

Hello,

Attached: City of Redmond General Wastewater Plan Update, SEPA-2021-00311

Type of SEPA Documentation: Determination of Non-Significance

Description of Proposal: Update to the City of Redmond General Wastewater Plan

Date of Issuance: May 6, 2021

If you have any questions, please contact the assigned planner:

- Niomi Montes De Oca
- nmontesdeoca@redmond.gov
- 425-556-2499

Gloria Meerscheidt
 Administrative Assistant, City of Redmond



425-556-2407
gmeerscheidt@redmond.gov
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ES Executive Summary

ES.1 Growth

The City of Redmond (City) continues to be a leading employment center in the Pacific Northwest with companies such as Microsoft, AT&T, and Nintendo. Since the 1990s employment has more than doubled within the City and in the next 20 years it is expected to increase by more than 40 percent.

Residential growth has also increased significantly at more than 18 percent in the past 10 years. In the next 20 years this trend is expected to continue with some of the highest sectors of growth expected from multifamily residential; especially in areas of mixed-use development and redevelopment such as in the Downtown core, Overlake, and Marymoor Village.

These high levels of growth will continue to drive the need for expansion of the City's wastewater service and upgrades to its existing system.

ES.2 Capital Improvement Program and Development Projects

The improvement and development projects are grouped into three primary areas:

- Capital Improvement Program
- Developer Extensions/Development Projects
- Septic-to-Sewer Projects

Chapter 6 provides a summary of all projects. Chapter 4 and Appendix F provide more detailed information about the specific projects.

ES.2.1 Capital Improvement Program

Implementation of the Capital Improvement Program (CIP) projects will be determined based on a number of factors, including an increase in flows and/or necessary rehabilitation of aging infrastructure. Timing of projects may also depend on coordination with other utility projects, such as transportation or stormwater improvements.

There are twelve (12) CIP projects identified in this General Wastewater Plan Update (Plan). Five of these projects (replacement and/or upgrades to Lift Stations Nos. 5, 6, 12, 13, and 15) are currently underway. It is anticipated the LS-12, LS-13, and LS-15 projects will be completed in the next 2-3 years. The remaining two stations (LS-5 and LS-6) will be completed in the next 3-5 years. Several of the projects included in the CIP are dependent on flow monitoring to confirm the need for the project. If possible, this flow monitoring should begin as soon as possible. Prioritization of projects beyond 2022 will be identified based on flow monitoring and the criteria mentioned above.

ES.2.2 Developer Extensions/Development Projects

More than 110 developer projects are identified at this time. These projects will also be driven by the rate and location of growth and development. These projects are expected to be funded primarily through developer contributions.

ES.2.3 Septic-to-Sewer Projects

The remaining type of project included in this planning document are the Septic-to-Sewer projects, that connect those homes on septic systems to the wastewater collection system. In 1998, the City implemented a pilot program (Neighborhood Sewer Replacement Program) but did not receive the necessary funding or interest on the part of homeowners to connect to the City's collection system. It is recognized that at some time in the future, it will be necessary for these homeowners to connect to the City's collection system. Each year, the City Council and the Directors team will determine if there is sufficient interest in implementing some or all of the Septic-to-Sewer projects.

ES.3 Other Recommendations

In addition to the capital improvement projects, this Plan contains a number of recommendations for the City's wastewater program. The following recommendations are not capital projects but are actions that the utility should consider.

ES.3.1 Recommended Operation and Maintenance Improvements

There are several recommended improvements included in Chapter 5, including those that the City plans to implement.

ES.3.2 Wastewater Flows and Modeling Recommendations

It is recommended that the City continue to update and maintain the City's wastewater flows and system models. These model projections and system data are contained within the City's model of the wastewater collection system.

ES.4 Funding Growth

The estimated cost of the twelve (12) CIP projects identified in this Plan equals \$43.3 million. The near-term projects (Lift Stations Nos. 5, 6, 12, 13, and 15) account for \$27.3 million of this total. All of these projects are included in the budgeting process and the City has sufficient resources to fund the planned CIP. Several of the planned CIP projects will be completed beyond the near-term projects. Implementation of many of these projects will depend on the rate of growth in specific areas.

Developer extensions will primarily be funded by developers and developer contributions. Funding for the Septic-to-Sewer Projects has not yet been determined but may include a combination of City and homeowner funding.

In addition to the CIP, developer, and Septic-to-Sewer Projects, are projects completed by the operation and maintenance (O&M) department and funded through the O&M annual budget.

ES.5 Planning and Analysis Tools

An important element in the preparation of this Plan, was the creation of the City's wastewater collection system hydrologic/hydraulic model. A City-wide model representing all of the City's wastewater basins was developed to be used as a planning tool. The model developed in conjunction with this Plan provides several important features.

ES.5.1 Industry-Accepted Modeling Platform

The wastewater collection system modeling software, MIKE URBAN, is an industry-accepted platform that will be regularly updated and maintained and provide City staff with ongoing technical support. It simulates both dry and wet weather conditions by modeling both the sanitary flows as well as inflow and infiltration.

ES.5.2 Compatibility with King County Data

One of the reasons that the MIKE URBAN software was selected by the City, was that King County uses this program for regional wastewater modeling. This provides an advantage to the City in that it can easily use the King County data that has been developed as part of the regional data development and modeling.

ES.5.3 GIS Compatibility

The wastewater collection system model and the dry weather flow database were developed using the City's GIS data, as well as other data sources. The City intends to continue to develop its GIS data over time, and to use these GIS sources for future updates to the model and the dry weather flow database.

ES.5.4 Identification of Potential Deficiencies and a More Efficient Use of Staff Time

An advantage to having this wastewater collections system model is that City staff can more easily identify potential deficiencies within the collection system.

For example, during this planning process, use of this model identified several areas where there were potential issues. Maintenance and Operations staff field verified and checked for potential capacity issues at these specific locations; in some cases, confirming problem areas. Other areas that are still questionable should be more closely monitored over time, by conducting flow monitoring in targeted areas.

ES.5.5 What-If Scenarios for Planned Improvements

The model will also provide the City staff with tools for sizing planned improvements where deficiencies exist or where new growth is planned.

ES.5.6 Improved Reliability and Accuracy of Data Sources

The process of creating the dry weather flow database and the wastewater collection system model resulted in a detailed effort to identify missing and incorrect information. Following verification against field data, as-builts, and other data sources now provides City staff with much more reliable information.

ES.5.7 Equitable Delivery of Wastewater Services

Redmond is committed to ensuring equitable delivery of utility services to everyone living and working in our community. In writing this General Wastewater Plan, City staff considered two questions: 1) does the plan ensure wastewater services are equitably delivered throughout the community? and 2) are wastewater facilities being sited in a manner that ensures development impacts are not disproportionately felt by lower income and historically under-served populations?

The Planning Department used census information to identify blocks where 50% or more of the population would qualify as Low to Moderate Income (based on income thresholds provided by Housing and Urban Development). Staff compared this information to planned CIP infrastructure projects to identify potential impacts both in terms of service and siting of City facilities. They found that Low to Moderate Income census blocks were not disproportionately overlooked in terms of service and not disproportionately burdened with respect to the siting of facilities.

When siting wastewater facilities, topography is the critical consideration for placement of wastewater infrastructure projects. Pipes should allow for flow downhill whenever possible, and when they cannot, lift stations must be constructed to pump against gravity. As a result, some of the City's wastewater lift stations are in areas of Redmond with some of the highest property values—for example, locations along Lake Sammamish's shoreline.

With regard to affordability, and support to individuals facing financial hardships, the City offers discounts for such individuals. This information is available on the City website: <https://www.redmond.gov/488/Low-Income-Discounts>.



Memorandum

Date: 10/5/2021
Meeting of: City Council

File No. AM No. 21-144
Type: Consent Item

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

Public Works	Dave Juarez	425-556-2733
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DEPARTMENT STAFF:

Public Works	Aaron Moldver	Environmental Programs Supervisor
Public Works	Tally Young	Program Administrator

TITLE:

Approval of a Pollution Prevention Assistance Partnership Interagency Agreement with the Department of Ecology

OVERVIEW STATEMENT:

The City has applied for and negotiated the attached two-year Interagency Agreement between the City of Redmond and the Department of Ecology (ECY) for \$257,710.57 to fully fund a Pollution Prevention Assistance (PPA) Specialist as part of the Pollution Prevention Assistance Partnership. This position is included in the current budget but is contingent upon receiving funding from Ecology. The agreement will continue the partnership with ECY to provide pollution prevention, local business inspections, and technical assistance to local businesses in the City.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Utilities Strategic Plan and Community Strategic Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
The City has participated in a partnership with the Department of Ecology (ECY) since 2011. The partnership has provided the City over 1.2 million dollars to provide outreach to businesses on hazardous materials handling.

ECY started the Local Source Control Partnership (now PPA) in 2007. The PPA program is part of the Puget Sound Partnership, a state initiative dedicated to tackling three issues critical to Puget Sound recovery: stormwater, habitat, and shellfish. This State funding enables jurisdictions to hire PPA Specialists to provide one-on-one technical assistance to small businesses to manage their business waste properly. This approach saves money for small businesses while protecting the state’s urban water quality.

The following table documents the history of funding and the number of inspections completed by City staff.

Date (biennium)	Funding	Inspections required per contract	Completed Inspections
2011-2013	\$158, 256	300	305
2013-2015	\$150, 256	225	222
2015-2017	\$180,000	260	431
2017-2019	\$190,482	300	309
2019-2021	\$261,730	305 (amended from 320 due to COVID)	306

Since 2011, City staff has achieved the following metrics due to contract adoption:

- Assisted businesses in moving more than 47,600 gallons of hazardous materials to proper storage
- Delivered 181 spill kits to businesses
- Requested businesses remove and properly dispose of over 13,000 gallons of hazardous materials
- Resolved over 1,000 environmental site issues

OUTCOMES:

Council will be asked to approve an inter-agency agreement with the Department of Ecology for \$257,710.57 to fund the PPA Specialist for two years.

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:
100% funded through the PPA Interagency Agreement

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
000215

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
100% funded through the PPA Interagency Agreement through Ecology

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/16/2019	Business Meeting	Approve
9/14/2021	Committee of the Whole - Planning and Public Works	Approve

Proposed Upcoming Contact(s)

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

Time Constraints:

The current contract with Ecology ended on June 30, 2021. The 2021-2023 contract must be signed and submitted to Ecology before the first invoicing cycle in early November 2021.

ANTICIPATED RESULT IF NOT APPROVED:

- Loss of \$257,710.57 to fund one FTE
- Elimination of PPA Specialist (current position is contingent upon receiving this funding)
- Loss of current high-level of technical assistance for local business
- Forfeiture of Ecology resources (free spill kits and secondary containment)

ATTACHMENTS:

Attachment A: Interagency Agreement and Statement of Work



DEPARTMENT OF
ECOLOGY
State of Washington

IAA No. C2200033

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF REDMOND

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and the City of Redmond, hereinafter referred to as the “CONTRACTOR,” pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is for the CONTRACTOR to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership (formerly known as the Local Source Control (LSC) Partnership).

WHEREAS, ECOLOGY has legal authority (RCW 70A.214 and RCW 70A.300) and the CONTRACTOR has legal authority (City of Redmond municipal code 13.06 and 13.07) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work*, and Appendix B, *Budget Detail*, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2021**, and be completed by **June 30, 2023**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables and compliance with all terms and conditions.

Compensation for this agreement will be released in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2022, ECOLOGY will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second year funding the CONTRACTOR, by June 30, 2022, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress or funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. ECOLOGY will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is Model Toxics Control Operating Account (23P), Model Toxics Control Capital Account (23N). Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed two hundred fifty-seven thousand, seven hundred ten dollars and fifty seven cents (\$257,710.57), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

Travel expenses (meals, lodging, and mileage) will be reimbursed according to current state rates at the time of travel, not to exceed the budget (see Appendix B, *Budget Detail*).

Purchase of source control tools or equipment (e.g. spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be listed in *Goods and Services budget* or *Equipment budget* in Appendix B. Any purchases of equipment or goods and services over \$1,000.00 not specifically listed in Appendix B must be pre-approved by ECOLOGY. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at ECOLOGY's sole discretion.

Indirect rates will be paid as indicated in Appendix B, *Budget Detail*. Changes to the indirect rate may be considered by ECOLOGY. CONTRACTOR shall provide supporting documentation necessitating the change to ECOLOGY. ECOLOGY's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix B. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B may be adjusted between categories (with the exception of the voucher program budget category), with ECOLOGY's preapproval, and as long as the total budget is not exceeded.

ECOLOGY may, at its sole discretion, withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice shall bill for actual hours worked during the quarter. The actual hours billed may be higher (as long as the total budget compensation award is not exceeded) or lower than the FTE estimate in Appendix A, *Statement of Work*. Attach supporting documentation to the invoice. See Appendix A, sections IV, V, and X for additional information (and section XI, Voucher Program if applicable).

Send invoices to:

State of Washington
Department of Ecology
Hazardous Waste & Toxics Reduction Program
Attn: Elaine Snouwaert
4601 N. Monroe Street
Spokane, WA 99205
Or
Electronically submit invoices to Elaine Snouwaert at Elaine.Snouwaert@ecy.wa.gov

Payment requests will be submitted on a quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, section X. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5) ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6) ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7) ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8) CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9) DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10) FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11) GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12) INDEPENDENT CAPACITY

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.

13) ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2200033.
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15) RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18) SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional contractor and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

19) SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20) TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21) TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22) WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

23) AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The CONTRACTOR Representative is:
Name: Elaine Snouwaert Address: 4601 N. Monroe Street Spokane, WA 99205 Phone: (509) 329-3503 office (509) 385-5169 cell Email: Elaine.Snouwaert@ecy.wa.gov	Name: Tally Greulich Address: 15670 NE 85 th Street Redmond, WA 98032 Phone: (425) 566-2888 Email: tyoung@redmond.gov Fax: (425) 556-2820

24) ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

State of Washington
Department of Ecology

City of Redmond

By:

By:

Signature

Date

Signature

Date

Heather R. Bartlett

Malisa Files

Deputy Director

Chief Operating Officer

APPENDIX A
STATEMENT OF WORK
City of Redmond

Section I. Introduction

This Statement of Work is for the 2021-2023 biennial Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership, which is overseen by the Washington State Department of Ecology (ECOLOGY), Hazardous Waste and Toxics Reduction Program.

The mission of the Pollution Prevention Assistance Partnership is:

“We protect Washington’s residents and environment by helping small businesses reduce toxic chemical use, safely manage dangerous waste, and keep stormwater free of pollutants.”

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to businesses that are small quantity generators (SQGs) of dangerous waste. In this context an SQG is any business, non-profit, facility, school, or other organization that generates less than 220 pounds of dangerous waste per calendar month and less than 2.2 pounds of extremely hazardous waste per calendar year. The site visits, along with other pollution prevention activities conducted by the CONTRACTOR, will be designed to reduce or eliminate dangerous waste and other pollutants at the source through best management practices that prevent spills and discharges to ground, air, and water (especially to industrial wastewater and stormwater).

To further facilitate the reduction or elimination of toxic chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. This program will be known as the “Product Replacement Program” or PRP.

The PPA work is expected to fall within these general proportions:	
Technical Assistance (TA) visits (approximately 10-15% of TA visits will involve PRP) (see Section III)	65%
Unique Program Elements (see Section II)	20%
Training (see Section VIII)	10%
Other (admin, staff meetings, etc.)	5%

The CONTRACTOR is expected to:

- Interact with other partners within the PPA Partnership to provide technical assistance and training, and share resources and experiences.
- Set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board.
- Ensure at least one staff member is available to provide timely information and feedback to ECOLOGY’s PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.
- Act in a professional and ethical manner, and shall avoid any conflict of interest that might influence the CONTRACTOR’s actions or judgment.
- Disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this Agreement.

Key staff, estimated FTE, and their roles are identified in Table 1. Please note, this is an estimate of time dedicated to this contract over the full two years of the contract; quarterly invoicing must reflect **actual** hours worked even if hours are higher or lower than the FTE estimate.

Table 1: Key Staff

Staff Name	Estimated FTE	Role
Tally Greulich	0.1	Contract Management
Tally Greulich	0.8	PPA Specialist
Ken Waldo	0.0	PPA Specialist
Tally Greulich	0.1	Billing

Section II. Unique Program Elements

The CONTRACTOR will conduct the unique elements for their PPA program, outlined in Table 2.

Table 2: Unique Program Elements

Program Element	Deliverable(s)
All-Staff Planning Committee - <i>Four separate committees (one for each training event) made up of PPA specialists and Ecology.</i>	Work with one or two other jurisdictions to plan 1 All-Staff Training Event (virtually or in-person)
	With other committee members determine a lead to schedule planning meetings, track tasks, and finalize the agenda.
	Arrange for meeting logistics (venue, food and beverage if in person) and speakers.
Product Replacement Program (PRP) Advisory Committee – <i>PPA specialists who will review materials and advise Ecology on</i>	Participate in 90% of committee meetings.
	When requested by Ecology’s PRP team, review PRP outreach materials and processes; Provide feedback and insight into how it will best integrate with other PPA work.

<i>implementation of various PRP projects.</i>	Advise and assist with the development of procedures and voucher forms for a PPA voucher program. Target to launch the voucher program is January 3, 2022.
New specialist training discussion panel – PPA specialists with extensive experience conducting PPA visits who will share knowledge and experience with new PPA specialists (see also Appendix A, Section VIII.1. for reference).	Participate in 90% of scheduled panel discussions. Approximately 12 panel discussions over the course of the contract (6 per year), will be planned and hosted virtually by Ecology.
	Answer questions and share your experiences and tips for success.
Stormwater Phase II Permittee Advisory Committee - PPA specialists to review materials and advise developers of the WSU Stormwater Center’s business inspection training materials with the purpose of promoting consistency across businesses and coordination to avoid overlap.	Participation in 90% of committee meetings. Participate on a committee to assist WSU’s development of permittee guidance and training. Provide insights on conducting business visits.
	Work with the other members of the committee and Ecology to draft and finalize a work plan. This work plan should describe the roles and responsibilities of participants and outline the tasks to be completed.
	Review all materials.
	Mentor up to three permittees staff (optional).

Section III. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, combined Initial Visits and Follow-up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed ‘checklist’ (or enough data gathered to complete data entry into the LSC database). It will either be the first complete visit to a site OR the first visit in two or more years.
- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, OR you were interrupted during the visit and were unable to gather complete data, OR you discover that the facility does not exist anymore OR you discover that the business does not qualify for a visit under the PPA program (e.g. it is a medium or large quantity generator).
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However, a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-up Visits must be conducted to resolve High Priority Environmental Issues (See section below).

Table 3: Number of Technical Assistance Visits

Number of Total Visits	320
Target for Initial Visits	150
Target for Follow-up Visits	150

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2021-2023 technical assistance visits are listed in Table 4.

Table 4: Technical Assistance Targets

Target	Rationale for selecting
Automotive maintenance and repair	The City has many auto repair shops, and PPA staff plan to implement the degreaser PRP program at the ones that use Benchmark-1 parts washers and brake cleaners.
Gymnastics and other athletic/entertainment centers.	Gymnastics and other athletic/entertainment centers with foam pits are a required business sector for the 2021-2023 biennium. City staff plan to determine if these businesses have foam pits with flame retardants and implement the PRP voucher program if they are identified to have them.
Businesses located within the Critical Aquifer Recharge Area	Businesses inside the CARA are assigned risk based on business activities and stormwater management practices. High risk sites are visited annually and medium risk sites biannually.

ECOLOGY may direct a portion of technical assistance visits toward specific priority sources or contaminants.

High Priority Environmental Issues

The below list is ECOLOGY’s high priority environmental issues because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-up visit is justified but not necessarily required. The severity of the issue will help determine if a Follow-up visit is necessary. A Follow-up visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR.

When unable to resolve high priority environmental issues, the Pollution Prevention Specialist will refer the issue to ECOLOGY or other appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether or not the issue needs to be referred.

- Hazardous waste being improperly designated
- Hazardous waste being improperly disposed
- Hazardous products/wastes being improperly stored
- Compromised dangerous waste containers need to be repaired or replaced
- Illegal plumbing connection
- Illicit discharge of wastewater to storm drain
- Improperly stored containerized materials
- Improperly stored non-containerized materials
- Leaks and spills in dangerous waste storage areas

Visit Guidance

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

1. Prior to the visit:
 - Coordinate with other entities that may be conducting business visits in the area to reduce potential “inspection fatigue.”
 - Check with ECOLOGY Urban Waters staff (where applicable) to ensure that the business is not currently being visited by Urban Waters staff.
 - Research site and issues prior to the visit using a combination of data sources such as LSC Database for previous visits or visits to similar businesses, industry resources, news articles, etc.
 - To the extent possible, verify the site is not a medium or large quantity generator.
 - Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site to help guide the visit.
2. During the visit:
 - Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
 - Ensure, at a minimum, all items on the basic Checklist are reviewed. If while at the site, it becomes apparent the business is a medium or large quantity generator, either complete the visit and count it as a screening visit, OR formally refer the dangerous waste portion to ECOLOGY to count it as a full initial visit. This site should not be scheduled for future visits, unless it is likely their generator status has changed to qualify as an SQG.
 - If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program.
 - If a Product Replacement Program (PRP) opportunity exists for the business, discuss the opportunity, terms and conditions, and steps to qualify as outlined in Section V.
 - Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally ECOLOGY will provide spill kits through a bulk order, if funding is available.
 - If possible, photograph observed issues for before and after success stories.
 - Activities that may be beneficial during the visit include, but are not limited to, walking the site (interior and exterior), checking storm drains, checking for illicit connections, checking dumpster and waste storage, providing handouts, and ensuring necessary permits are in place.
3. At the end of the visit or after the visit:
 - Provide written follow-up to document the results of the visit. This can be done by leaving a copy of the ‘Checklist’ or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Branding Documents on PPA Partnership SharePoint), by sending a follow-up letter/email, or alternatively by sending a ‘thank you’ postcard if no issues were identified.
 - If necessary, coordinate with other agencies (e.g. the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the

information you are providing is consistent with the other agency's regulations and/or best management practices.

- The PPA Specialists will make referrals to ECOLOGY as needed and report results.

Section IV. Partnership Branding and Outreach

When unique outreach or educational materials are developed by the CONTRACTOR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the CONTRACTOR must utilize the Partnership's branding tools and templates available to produce these materials. The intent of this requirement is to facilitate a unified image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint site.

It may be appropriate to include funding acknowledgement on some outreach materials. The CONTRACTOR will consult with ECOLOGY's PPA Partnership Coordinator to determine whether funding acknowledgement is required.

Finalized materials which may be useful to other Partnership contractors should be provided for upload to the resource Document Library on the PPA Partnership SharePoint Site.

Each CONTRACTOR must maintain a PPA webpage which meets the minimum requirements developed by the 2020 Resource Consistency Workgroup. See PPA Partnership SharePoint Site for requirements. The incorporation of the minimum webpage requirements should be completed by June 30, 2022 unless otherwise approved by ECOLOGY.

Section V. Product Replacement Program (PRP)

The Product Replacement Program is designed to eliminate Persistent Bioaccumulative Toxic (PBT) chemicals from use in commerce. The PRP removes and replaces PBT chemicals present in products, processes, or technologies to help prevent toxics from entering the environment. One of the best and most effective ways to prevent further environmental contamination, protect water quality, and reduce human health risk is to eliminate these toxic chemicals at the source. The PRP assists businesses with switching to safer alternatives.

PPA contractors are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. For technical assistance visits, where PRP is discussed, CONTRACTOR will record in the LSC Database the type of product or equipment replacement opportunity the business is interested in and other required information.

The CONTRACTOR will assist ECOLOGY with the following programs:

1. Replacement of dry cleaning technology that uses perchloroethylene by visiting dry cleaners, discussing the program, assisting with required paperwork, and completing the final visit after new machine installation. Guidelines for this program are outlined in separate documents and posted on the PPA Partnership SharePoint.

2. Promoting awareness of the national mercury thermostat takeback program at appropriate businesses.

Additional takeback and replacement programs ECOLOGY is exploring for addition to the PRP include, but are not limited to:

1. PFAS-containing firefighting foam takeback program. Currently ECOLOGY is working directly with fire departments, but this program may be expanded to businesses with PFAS-containing fire suppression systems.
2. Flame retardants in foam and equipment at gymnasiums, play centers, and recreation facilities.
3. Degreasers and solvents in parts washing systems in multiple business sectors.
4. PCB-containing light ballasts in schools.
5. Additional chemicals and products may also be added to this list.

ECOLOGY, in collaboration with the PPA Partnership, will develop procedures and criteria, which must be met for a business to receive reimbursement for any of the above chemicals or products. PRP payments for reimbursement to the business will come directly from ECOLOGY and are not included within the CONTRACTOR's funding compensation associated with this contract.

The PRP reimbursement payment will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. In order to facilitate these payments, the CONTRACTOR must assist ECOLOGY in maintaining records indicating how the business qualified for the PRP reimbursement per the PRP program's eligibility criteria. Eligibility criteria will be developed by ECOLOGY and the Product Replacement Program Committee for each type of reimbursement offered.

The CONTRACTOR will provide technical assistance to the business to help ensure the business qualifies for a PRP reimbursement payment from ECOLOGY by completing the following steps, unless otherwise specified in guidelines developed specific to an individual reimbursement. Specific requirements for individual reimbursement programs will be maintained on the PPA Partnerweb SharePoint site.

1. CONTRACTOR conducts technical assistance visit and provides business with recommendations to reduce or eliminate a qualifying chemical or product. These recommendations must be recorded in the LSC Database.
2. CONTRACTOR must communicate to the business that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
3. CONTRACTOR assists business as needed with paperwork required to apply for reimbursement, including a state payee registration form.
4. Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the PRP reimbursement.
5. Business submits receipts for the product or equipment purchase and installation to ECOLOGY's PRP Coordinator. This submittal may be facilitated through the CONTRACTOR's representative for some PRP projects.

6. CONTRACTOR may be requested by ECOLOGY to verify through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met.

For information about an optional voucher program that the CONTRACTOR can provide directly to a business, see Section XI.

Section VI. Timeline

Table 5: Timeline

Time Period	Goal for number of Site Visits	Unique Program Element activities	Technical Assistance Target activities
July 1, 2021 – December 31, 2021	80	<ul style="list-style-type: none"> • PRP Advisory Committee • Stormwater Phase II Permit Advisory Committee • New specialists training discussion panel • All Staff Planning Committee 	Automotive maintenance and repair
January 1, 2022 – June 30, 2022	80	<ul style="list-style-type: none"> • PRP Advisory Committee • Stormwater Phase II Permit Advisory Committee • New specialists training discussion panel 	Gymnastics and other athletic/entertainment centers.
July 1, 2022 – December 31, 2022	80	<ul style="list-style-type: none"> • PRP Advisory Committee • Stormwater Phase II Permit Advisory Committee • New specialists training discussion panel 	Businesses located within the Critical Aquifer Recharge Area
January 1, 2023 – June 30, 2023	80	<ul style="list-style-type: none"> • PRP Advisory Committee • Stormwater Phase II Permit Advisory Committee • New specialists training discussion panel 	Businesses located within the Critical Aquifer Recharge Area, auto Repair Facilities, and gymnastics and other athletic/entertainment centers.

Section VII. Local Source Control (LSC) Database

Information gathered during technical assistance visits by the CONTRACTOR must include all of the elements that are listed in the most up-to-date PPA Checklist (check PPA Partnership SharePoint site for details) and be entered into ECOLOGY's LSC database. The following guidance applies to all technical assistance visits, unless otherwise discussed with ECOLOGY:

- Collect enough information to complete all of the applicable fields in ECOLOGY's LSC database and enter it into the database within 15 work days of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database within 15 work days of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum all elements on the most recent version of ECOLOGY's PPA Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
 - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.
 - CONTRACTOR may substitute use of their own version(s) of the checklist(s) as long as it contains all elements on ECOLOGY's most recent checklist (See PPA Partnership SharePoint for details), and has been reviewed and approved by ECOLOGY staff.
- Refer to the LSC database instructions posted in the database interface, or contact ECOLOGY PPA staff, for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

Section VIII. Training

ECOLOGY expects that the CONTRACTOR will provide basic training to the Pollution Prevention Assistance Specialists on topics relevant to their position. ECOLOGY will provide additional training to ensure that CONTRACTOR's staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership. The following types of training are provided. Table 6 below contains a tentative training schedule; ECOLOGY will communicate the final schedule to the CONTRACTOR.

New PPA Specialist Mentoring and Training

ECOLOGY staff and experienced PPA Specialists will provide a variety of training support to new PPA staff. ECOLOGY will provide new hires a "welcome email" within the first two weeks of work as a PPA Specialist. This email will provide instructions for accessing the PPA Partnership SharePoint, LSC Database, and guidance on resources and training. All Specialists are expected to create an "alert" for the PPA Partnership SharePoint Discussion Board to receive email alerts at least once per week when topics are posted.

1. New PPA Specialist Training & SharePoint Resources

New PPA specialist training is provided in the form of self-paced online modules available through ECOLOGY's PartnerWeb SharePoint site, and web-based discussion panels. The web-based discussion panels will be planned and conducted by ECOLOGY staff and include new specialists

and experienced PPA specialists who can offer suggestions and feedback to new specialists. The discussion panels are scheduled for the second Thursday of every other month from 10:30 to 12:00. On occasion these meetings will need to be rescheduled to accommodate panelists or new specialists who cannot make the originally scheduled date. ECOLOGY staff will provide as much notice as possible when these panels are rescheduled.

Schedule:

Discussion Panel Schedule – July 2021 thru June 2023		
2021	2022	2023
August 12, 2021	February 10, 2022	February 9, 2023
October 14, 2021	April 14, 2022	April 13, 2023
December 9, 2021	June 9, 2022	June 8, 2023
	August 11, 2022	
	October 13, 2022	
	December 8, 2022	
Attendance Requirement: All new specialists who have not yet attended six (6) discussion panels are required to attend. Panelists are required to attend all discussion panels.		

2. Field Mentoring & Training Review

The CONTRACTOR will provide training to their new staff to ensure they can perform the work. In addition, ECOLOGY will assign two experienced PPA Specialists as mentors to provide field training and support to a new hire. If available, one mentor will be from the CONTRACTOR’s organization and the other mentor from another PPA contractor (partner) jurisdiction in as close proximity as possible. Mentors will be assigned within two weeks of notifying ECOLOGY of new staff hires.

Field mentoring will involve a series of accompanied field visits designed by the mentor and ECOLOGY staff to support the needs of the new hire. When the mentor and new hire determine they are ready, an ECOLOGY staff will accompany the new hire on a few technical assistance visits, to ensure that they are providing accurate information on proper waste management, spill prevention, storm water pollution prevention, and toxics reduction opportunities.

All-Staff Trainings for all PPA Specialists

All-Staff Trainings will be planned and conducted by teams of PPA Specialists from two to three PPA contractors (partners). When appropriate these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters. Depending on current situations related to the COVID-19 pandemic or other health and safety concerns, All Staff Trainings may be held virtually via an online platform. Training topics are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Schedule: Typically, these trainings are held the second Wednesday in September and March or April. The trainings are usually scheduled between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed (see state travel rules). ECOLOGY must pre-approve overnight

travel if it is being charged to the PPA budget. When training is held virtually online, the training will be scheduled across two half-days.

If staff and resources become available, ECOLOGY will add an additional All Staff Training event. An additional training event would likely be held in June.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA specialist per jurisdiction to attend the All Staff Trainings. This person is responsible for disseminating information back to the PPA specialists from that jurisdiction. Managers are welcome but not required to attend. Generally, training substitutions are not allowed for the All Staff Trainings, however, exceptions may apply. ECOLOGY staff must approve non-emergency absences or training substitutions at least two weeks prior to the training.

Webinar Trainings

ECOLOGY conducts Webinars during most of the months that do not have All Staff Trainings. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA contractors (partners). ECOLOGY will also ask PPA contractors to present on case studies.

Schedule: These are one and a half hour sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to eight Webinars will be scheduled each year.

Attendance Requirement: Each PPA Specialist must attend at least six of the eight Webinars each year.

Another type of training that is relevant to PPA Specialists' work may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by ECOLOGY at least two weeks in advance of the Webinar.

Table 6: Tentative Training Schedule (subject to change)

Date	Type	Date	Type
July, 2021	No training	July, 2022	No training
August 11, 2021	Webinar	August 10, 2022	Webinar
September 8-9, 2021	Webinar or All-Staff*	September 14-15, 2022	Webinar or All-Staff*
October 13-14, 2021	Webinar or All-Staff*	October 12-13, 2022	Webinar or All-Staff*
November 10, 2021	Webinar	November 9, 2022	Webinar
December 8, 2021	Webinar	December 14, 2022	Webinar
January 12, 2022	Webinar	January 11, 2023	Webinar
February 9, 2022	Webinar	February 8, 2023	Webinar
March 9-10, 2022	Webinar or All-Staff*	March 8-9, 2023	Webinar or All-Staff*
April 13-14, 2022	Webinar or All-Staff*	April 12-13, 2023	Webinar or All-Staff*
May 11, 2022	Webinar	May 10, 2023	Webinar
June 8, 2022	Webinar	June 14, 2021	Webinar
* When possible an in-person All Staff Training will be held in conjunction with the NW Chapter Annual Conference.			

Section IX. Reporting and Contract Changes

Quarterly Progress Reports

A brief progress report shall be submitted quarterly with each invoice (see schedule in Section X, Table 7). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on Unique Program Elements, and any other information regarding contract performance that should be brought to ECOLOGY’s attention. The Progress report must also include the number of visits where the PRP was presented and discussed. The Progress report should only include the status of the work conducted during the quarter and NOT include a roll-up of progress to-date since it services as backup documentation for the expenses included in the quarterly invoicing, see Section X.

Annual Reports

Annual reports are used to briefly summarize contract status to-date including: number of site visits performed, Unique Program Element activities conducted, Technical Assistance Target activities conducted, lessons learned, and budget status. Annual reports shall be provided to ECOLOGY by July 31, 2022 and July 31, 2023. The report shall include two to three ‘case studies’ of a business or organization that benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if at all possible. The second year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint. ECOLOGY will request, with advanced notice, that PPA CONTRACTORS provide presentations on their case studies at Webinars and All-Staff meetings.

Contract Changes

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within 10 business days:

- Key personnel changes (staff or manager leaving, new hires, etc.)

- Initiation of or changes to a subcontract (see Section 18 of the Interagency Agreement for specific information that is required regarding subcontractors)

Section X. Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4). In addition, the following information is provided:

- See also Appendix A, Statement of Work, Section V.
- The Invoice Voucher (form A19-1A) must have a wet signature or scanned if submitted electronically. If submitting a scanned copy, the CONTRACTOR will retain original signed A-19-1A in CONTRACTOR’s records per record retention requirements.
- Support documents may be submitted via email.
- Each invoice shall only bill for actual hours worked during the quarter which may be higher or lower than the FTE estimate in Section I, Table 1 of Appendix A, *Statement of Work*.
- Quarterly invoicing will follow the schedule in Table 7.

Table 7: Invoicing Schedule

Quarter	Months	Due Date
1	July, August, September 2021	November 10, 2021
2	October, November, December 2021	February 10, 2022
3	January, February, March 2022	May 10, 2022
4	April, May, June 2022	July 31, 2022 (earlier Due Date due to end of fiscal year requirements)
5	July, August, September 2022	November 10, 2022
6	October, November, December 2022	February 10, 2023
7	January, February, March 2023	May 10, 2023
8	April, May, June 2023	July 31, 2023 (earlier Due Date due to end of biennium requirements)

Section XI. Voucher Program

The CONTRACTOR will offer businesses vouchers for the cost of pollution prevention equipment or other recommendations, in accordance with the procedures developed for this voucher program. Payments will be made directly by the CONTRACTOR to the business. Examples of qualifying equipment or costs include but are not limited to secondary containment, drum covers, drum funnels with lids, infrastructure changes, substitution of less toxic products, and catch basin cleaning. The CONTRACTOR must maintain records for each of their voucher reimbursement payments issued and ensure a business is limited to one voucher per calendar year. Each voucher payment will be capped at \$500 or less. These reimbursements

will come from the \$5,000 budget category included in this contract and cannot be shifted to or from other budget categories (see Appendix B). Documentation of voucher payments will be submitted to ECOLOGY with the quarterly invoicing (Section X).

The specific forms, processes, and procedure for this voucher program will be developed in the first six months of this contract by the Product Replacement Program Advisory Committee. The CONTRACTOR will follow the procedures approved by ECOLOGY and housed on the PPA Partnership SharePoint. The target date for beginning to offer this voucher program is January 3, 2022.

Section XII. Resources

The following are resources to materials referenced in this contract. Links to and the resources listed are subject to change.

- PPA Partnership SharePoint:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/SitePages/Home.aspx>
- LSC Database:
<http://ecyaphwtr/lsc/Home.aspx>
- Invoice Voucher A19-1A:
<https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- Partnership Report Templates:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Templates/Forms/AllItems.aspx>
- Checklists & Tip Sheets:
https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/start.aspx#/Checklist%20%20Tip%20Sheets/Forms/AllItems.aspx
- New Specialist Training modules:
https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/start.aspx#/New%20Specialist%20Training/Forms/AllItems.aspx
- Travel Per Diem Rates:
<https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

**APPENDIX B
 BUDGET DETAIL**

See sections #3, Compensation, and #4, Billing and Payment Procedures, for additional instructions.

Category		Amount
Salaries		187,514.06
Benefits		61,196.51
Subcontracts		
Goods & Services (see Table A)		2,000.00
Equipment (see Table B)		
Travel/Training		2,000.00
Voucher Program (Section XI)		\$5,000.00
Subtotal Direct Costs		
Indirect Costs*	Rate (%)	
	Indirect amount	
Total Award		257,710.57

* Applied to Salaries & Benefits only

Table A.

Goods & Services (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

Table B.

Equipment (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

APPENDIX C SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
 - a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.
-



Memorandum

Date: 10/5/2021
Meeting of: City Council

File No. AM No. 21-145
Type: Consent Item

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

Public Works	Dave Juarez	425-556-2733
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DEPARTMENT STAFF:

Public Works	Andy Rheaume	Interim EUSD Manager
Public Works	Tom Hardy	Stream and Habitat Planner

TITLE:

Approval of the 2021-22 Agreement with the Washington Conservation Corps (WCC), in the Amount of \$193,520, between the City of Redmond and the Washington State Department of Ecology

OVERVIEW STATEMENT:

The Washington Conservation Corps (WCC) maintains stream and habitat restoration sites throughout the City of Redmond. Maintenance is typically required by permit approvals for the first 5-10 years after project completion and ongoing maintenance is necessary for long-term project success. The WCC crew is subsidized by AmeriCorps for 2021-22.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan, Community Strategic Plan
- **Required:**
Contract over \$50,000
- **Council Request:**
N/A
- **Other Key Facts:**
WCC Agreement begins October 1, 2021

OUTCOMES:

Maintenance is a crucial activity to the success of restoration and mitigation associated with capital improvement projects; approximately 100-acres are distributed around the city that require ongoing maintenance. See Attachment A for a map of currently maintained sites.

The value of site maintenance goes far beyond permit compliance in that it protects and improves the public investment in these habitat enhancements by promoting healthy and attractive restoration areas. Maintenance of restoration sites involves control of invasive weeds, litter patrol, replacement planting, and other activities important to overall project success. This regular site maintenance enhances already completed projects, building on the initial investment, as well as improving the aesthetics of sites.

A one-year AmeriCorps-subsidized crew for Redmond will cost \$193,520 (41-weeks throughout the 2021-22 season). WCC members are typically college-age students learning restoration techniques and gaining job skills. A crew consists of six staff that work a 40-hour work week, primarily managing invasive plants at city capital improvement project sites. Installation of replacement plantings also occupies a significant portion of the crew’s time. In addition, the crew helps with volunteer events, new native tree planting, habitat assessment, small stream maintenance projects, site monitoring, and de-fishing on stream projects. The contract with the Washington State Department of Ecology is included in Attachment B.

Although this agreement reflects a reduction in level of service from pre-pandemic levels staff has assembled funding to allow the core WCC contract to proceed, through five different fund sources, as noted below.

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:
\$193,520

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

Budget Offer Number:

Stormwater Operations	\$42,180
Ecology Fund	\$25,540
Tree Canopy Fund	\$53,850
Smith Woods Pond Rehab	\$13,275
Monticello CIP	\$58,675

Budget Priority:
Clean & Green

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

If yes, explain:
N/A

Funding source(s):
Stormwater Operations, Ecology Fund, CIP, Tree Canopy Fund

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/14/2021	Committee of the Whole - Planning and Public Works	Approve

Proposed Upcoming Contact(s)

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

Time Constraints:

Agreement is for work between October 1, 2021 - September 30, 2022

ANTICIPATED RESULT IF NOT APPROVED:

The City would not meet its maintenance obligations for CIP projects. In addition, this maintenance would continue to accrue and conducting this maintenance in the future would be more expensive.

ATTACHMENTS:

Attachment A: WCC 2021-22 Restoration and Maintenance Map
Attachment B: WCC 2021-22 Agreement



DEPARTMENT OF
ECOLOGY
State of Washington

AGREEMENT NO. WCC-2110

AGREEMENT
BETWEEN

The State of Washington, Department of ECOLOGY
AND
City of Redmond

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and _____ City of Redmond hereinafter referred to as the "SPONSOR."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2021 and be completed on 9/30/2022, unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$193,520. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by SPONSOR
1 Full-Term WCC Crew	\$193,520
Total SPONSOR COST	\$193,520 <i>Above cost Not to be Exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$258,027 annually per WCC Crew consisting of five WCC/AmeriCorps Members and one WCC Supervisor and/or \$34,333 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

INDEMNIFICATION

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including officials, agents, and employees from and against all claims of third parties, and all associated losses arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Parties waive their immunities under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other party and their agencies, officials, agents or employees.

INDEPENDENT CAPACITY

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.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes, regulations, and rules
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget
5. Any other provisions of this Agreement, including materials incorporated by reference

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract/Program Manager for ECOLOGY is:

Travis Weller
PO Box 47600
Olympia, WA 98504
(360) 742-8760
travis.weller@ecy.wa.gov

The Contract/Program Manager for SPONSOR is:

Tom Hardy
PO BOX 97010
Redmond WA 98073
425-556-2762
TWHARDY@redmond.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

SPONSOR
City of Redmond

Signature

Date

Signature

Date

Joenne McGerr, SEA Program Manager

Printed Name, Title

Printed Name, Title

STATEMENT OF WORK
Appendix A

Work summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, clear active or abandoned homeless encampments and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site.
2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.
4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.
5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.
6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.
7. If inclement weather makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by a sponsor for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 41 weeks (approx. 164 days) during the Federal AmeriCorps program service year (October-September).
2. Enroll members to begin service no sooner than October 4, 2021 and no later than October 18, 2021 to attain a full AmeriCorps scholarship. Member vacancies may be filled with a 1200 hour, three-quarter term AmeriCorps Education Award beginning January 19, 2022. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.

4. Provide training and development specified in Appendix B: eight days of formal WCC training, a two to four day Orientation Training, one day dedicated to MLK Community Service, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four-day Assistant Supervisor training to the designated Assistant Supervisor.
5. Each full-term crew or IP may spend up to two weeks (eight days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.
6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help promote the AmeriCorps and WCC brands, logo, slogans and phrases. WCC will provide camera-ready logos.
3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.
4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g. promotion of the Census, education about the importance of the Census) do not align with State and National objectives.
- L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities.
- M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.



Memorandum

Date: 10/5/2021
Meeting of: City Council

File No. AM No. 21-146
Type: Consent Item

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

Public Works	Dave Juarez	425-556-2733
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DEPARTMENT STAFF:

Public Works	Mike Haley	Project Manager
Public Works	Steve Hitch	EUSD Engineering Supervisor
Public Works	Jon Spangler	Construction Division Manager
Public Works	Andy Rheume	Interim EUSD Manager

TITLE:

Approval of Consultant Agreement with BHC Consultants for Engineering Services for the Targeted Equipment Upgrades for Wastewater Lift Stations 5, 6, 8, 11 and 15 Projects in a Maximum Amount Payable of \$758,000

OVERVIEW STATEMENT:

This consultant agreement will result in a design and bid documents for the Wastewater Lift Stations 5, 6, 8, 11 and 15 projects targeted equipment upgrades. The BHC agreement is shown in Attachment C. The design scope of work will be focused on extending the life of these five lift stations. This effort will allow for smaller investments in lift station improvements to ensure that the stations can operate with limited risk of failure for a longer period before full replacement. The targeted equipment upgrades are scheduled to be complete in late 2022 and early 2023.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required for funding
- **Council Request:**
N/A

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

OUTCOMES:

This design work will produce bid documents for the project that will replace equipment at five (5) Wastewater Lift Stations.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The proposed action is to fund the design for five (5) Wastewater Lift Station Targeted Equipment Upgrade Projects. The proposed project description and cost estimate is shown in Attachment A. The revised CIP funding is shown in the table in Attachment B.

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

Budget Offer Number:

Capital Improvement Program Map Number ID48, ID49, EH183, SE50 and WL47

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:

The 2021-2022 Capital Investment

- Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/14/2021	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the current program to fully replace the lift stations would continue. However, since funding is not adequate to support replacement of the lift stations identified in the 2021- 2022 CIP, projects would need to be pushed out in time until funds can be accumulated to cover the replacement costs. Equipment upgrades will be necessary to ensure continued operations and reliability of the Lift Stations, as delay in replacing the Lift Station Equipment will put them at risk of failure.

ATTACHMENTS:

Attachment A: Description and Cost Estimate

Attachment B: Revised 2021-2026 Capital Investment Lift Station Program Table

Attachment C: Consultant Agreement

Attachment D: Vicinity Map

Project Description

Equipment replacements at Wastewater Lift Station Nos. 5, 6, 8, 11, and 15 (Project). The equipment replacements will be completed within the footprint of each lift station. No new easements or property acquisition are needed. Equipment replacements will involve replacement of pumps and rails, check valves, piping, on site emergency power generators, telemetry and control equipment and safety equipment.

Fiscal: Estimated costs for the project are shown below.

Wastewater Fund	<u>\$5,810,222</u>
Total Funding	\$5,810,222

Estimated Project Costs:

Pre- Design Phase	\$880,799
Design	\$1,050,000
Construction	<u>\$3,879,423</u>
Total Estimated Project Cost	<u>\$5,810,222</u>

Attachement B
Revised 2021-2026 Capital Investment Lift Station Program Table

Map #	Investment Description & Timeframe	Revised Investment Description & Timeframe	Priority & Functional Area	Project Status	2021-2022 Investment	2023-2026 Investment	Total Investment (includes costs prior to 2021)
SE50	<p>Pump Station 11 Upgrades</p> <p>Installation of new wet well and vaults and complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2024 - 2026</p>	<p>Pump Station 11 Upgrades</p> <p>Complete replacement of pumps, motors, valves, controls, and all accessory equipment.</p> <p>Project timeframe: 2021 - 2022</p>	<p>Healthy and Sustainable</p> <p>City Wastewater</p>	Existing	1,117,200	2,295,000 -	2,295,000 1,117,200
ID48	<p>Pump Station 5 Upgrades</p> <p>Installation of new wet well and vaults and complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2018 - 2025</p>	<p>Pump Station 5 Upgrades</p> <p>Complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2021 - 2022</p>	<p>Healthy and Sustainable</p> <p>City Wastewater</p>	Existing	901,500	750,000 -	3,643,000 1,061,748
ID49	<p>Pump Station 6 Upgrades</p> <p>Installation of new wet well and vaults and complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2018 - 2023</p>	<p>Pump Station 6 Upgrades</p> <p>Complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2021 - 2022</p>	<p>Healthy and Sustainable</p> <p>City Wastewater</p>	Existing	1,302,400	3,200,000 -	3,647,000 1,458,868
EH183	<p>Pump Station 8 Rehabilitation</p> <p>Installation of new valve vault and complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2024 - 2026</p>	<p>Pump Station 8 Upgrades</p> <p>Complete replacement of pumps, motors, valves, controls, and all accessory equipment.</p> <p>Project timeframe: 2021 - 2022</p>	<p>Healthy and Sustainable</p> <p>City Wastewater</p>	Existing	319,200	2,070,000 -	2,070,000 319,200
WL47	<p>Pump Station 15 Replacement</p> <p>Remove the aging pump station and construct a gravity sewer as a replacement.</p> <p>Project timeframe: 2012 - 2022</p>	<p>Pump Station 15 Upgrades</p> <p>Complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2021 - 2022</p>	<p>Healthy and Sustainable</p> <p>City Wastewater</p>	Existing	1,388,900	1,130,800 -	2,308,703 1,853,206

Attachment C

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): BHC Consultants, LLC	
Address 1601 5th Ave Suite 500	Federal Aid Number N/A
UBI Number 602 774 584	Federal TIN 26-1363237
Execution Date	Completion Date 12/31/2022
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title Wastewater Lift Station 5, 6, 8, 11, and 15 Equipment Upgrade	
Description of Work The City has identified that Lift Station No. 5, 6, 8, 11, and 15 are in need of equipment upgrades as a part of the Capital Improvement Program. The equipment upgrade work will include replacement of pumps, controls, electrical panel, standby power, valves, piping, addition of safety equipment, and other items identified during design.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$758,000	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Redmond, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Mike Haley
Agency: City of Redmond
Address: PO Box 97010
City: Redmond State: WA Zip: 98073
Email: mhaley@redmond.gov
Phone: 425-556-2843
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Mike Haley
Agency: City of Redmond
Address: 15670 NE 85th Street, PO Box 97010
City: Redmond State: WA Zip: 98073
Email: mhaley@redmond.gov
Phone: 425-556-2843
Facsimile: 425-556-2727

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No.

See attached

Exhibit A

SCOPE OF SERVICES

Equipment Replacement – Lift Stations Nos. 5, 6, 8, 11, and 15

Design Services

Project Understanding

This Scope of Services is based on our current understanding of the City of Redmond's (City) needs and requirements for the equipment replacements at Wastewater Lift Station Nos. 5, 6, 8, 11, and 15 (Project). The equipment replacements will be completed within the footprint of each lift station. No new easements or property acquisition are needed.

The project includes the following elements for each lift station:

Lift Station No. 5:

- Remove and replace submersible pumps with Flygt pumps
- Remove and replace pump guide rails and guide rails supports, only if necessary to replace the pumps
- Remove and replace check valves in valve vault; include bypass equipment on one valve
- Remove and replace wet well grout at top of wet well
- Remove wet well ladder and replace with FRP ladder
- Remove and replace across-the-line motor starters
- Remove emergency generator and replace with Cummins generator in Quiet Site 2 sound attenuation enclosure with standard Cummins sub-base fuel tank
- Remove and replace automatic and manual transfer switches
- Remove and replace 2-floats and transducer
- Remove and replace wet well terminal cabinet to match City standard
- Remove and replace generator support slab, if needed
- Remove and replace portion of top slab to facilitate new wet well terminal cabinet and new generator slab

Lift Station No. 6:

- Remove and replace submersible pumps with Flygt pumps (preurchased by the City)
- Remove and replace pump guide rails and guide rail supports (preurchased by the City)
- Remove and replace wet well piping and piping supports
- Remove and replace valve vault including check valves, plug valves, and bypass equipment on one check valve
- Remove and replace wet well grout at top of wet well
- Remove wet well interior grating and supports
- Sand blast interior of wet well and install Raven 405 wet well lining (as an additive alternate to the bid schedule)
- Remove wet well ladder and replace with FRP ladder
- Remove and replace portion of lift station top slab
- Remove and replace wet well and valve vault hatches
- Provide new wet well and valve vault railings
- Remove and replace across-the-line motor starters

- Remove emergency generator and replace with Cummins generator in Quiet Site 2 sound attenuation enclosure with standard Cummins sub-base fuel tank
- Remove and replace automatic and manual transfer switches
- Remove floats and bubbler and replace with new floats and transducer matching City 4-float standard
- Remove and replace wet well terminal cabinet to match City standard
- Remove and replace generator support slab, if needed

Lift Station No. 8:

- Remove and replace submersible pumps with Flygt pumps
- Remove and replace pump guide rails and guide rail supports, only if necessary to replace the pumps
- Remove and replace check valves in valve vault; include bypass equipment on one check valve
- Remove wet well interior grating and supports; repair wet well coating as needed
- Remove wet well ladders and replace with FRP ladder
- Remove and replace across-the-line motor starters
- Remove floats and transducer and replace with new floats and transducer matching City 4-float standard
- Install new above-grade wet well terminal cabinet to match City standard

Lift Station No. 11:

- Remove and replace submersible pumps with Flygt pumps
- Remove and replace pump guide rails and guide rail supports
- Remove and replace wet well piping and piping supports
- Remove and replace check valves in valve vault; include bypass equipment on one check valve
- Install wet well grout at top of wet well
- Remove wet well interior grating and supports
- Sand blast interior of wet well and install Raven 405 wet well lining
- Remove wet well ladder and replace with FRP ladder
- Remove valve vault ladder and replace with aluminum ladder
- Remove and replace lift station top slab
- Remove and replace wet well and valve vault hatches
- Provide new wet well and valve vault railings
- Remove and replace across-the-line motor starters
- Remove and replace automatic and manual transfer switches
- Remove floats and transducer and replace with new floats and transducer matching City 4-float standard
- Remove and replace wet well terminal cabinet to match City standard
- New PLC/SCADA panel with radio/cell phone communications

Lift Station No. 15:

- Remove and replace submersible pumps with Flygt pumps
- Remove and replace pump guide rails and guide rail supports
- Remove and replace wet well piping and piping supports
- Remove and replace check valves; include bypass equipment on one check valve
- Remove and replace wet well grout at top of wet well
- Remove wet well ladder and replace with FRP ladder
- Remove and replace lift station top slab
- Remove and replace wet well and valve vault hatches

- Provide new wet well and valve vault railings
- Remove and replace site fencing and gates
- Remove and replace across-the-line motor starters
- Remove emergency generator and replace with Cummins generator in Quiet Site 2 sound attenuation enclosure with standard Cummins sub-base fuel tank
- Remove and replace automatic and manual transfer switches
- Remove floats and bubbler and replace with new floats and transducer matching City 4-float standard
- Remove and replace wet well terminal cabinet to match City standard
- New PLC/SCADA panel with radio/cell phone communications
- Remove and replace generator support slab, if needed

Scope of Services

The scope of services described below will be provided for all five stations. Since the services are the same for all five stations (except where noted), they are not repeated below. The budget for each of the five stations is developed separately as indicated in the attached budget.

Task A: Project Management

1. Coordinate with City staff by regular status reports, status meetings, telephone communication, and e-mail during the course of the project.
2. Develop project schedule and provide City Project Manager with schedule in electronic format.
3. Define and implement a quality assurance/quality control program for the project and conduct quality control reviews.
4. Prepare monthly progress reports and monthly invoices, including financial status and schedule progress.

Deliverables:

- Monthly Status Reports with Invoices
- Electronic version of the schedule

Assumptions:

- None.

Task B: Preliminary Design

Engineering services for preliminary design are not included in this scope of services. Engineering services for preliminary design were authorized under a separate agreement.

Task C: Plans, Specifications and Opinions of Probable Cost

1. Prepare 60 percent construction drawings in accordance with City of Redmond Standard Specifications and Standard Plans, as appropriate. The budget is based on the List of Drawings at the end of this Scope of Services.
2. Prepare 60 percent general requirements. The general requirements will be prepared using the City of Redmond Standard General Requirements in accordance with the 2020 WSDOT Specifications addressing the following:
 - a. Sequence of Construction

- b. Measurement and Payment
 - c. Project Data Submittals
 - d. Testing and Quality Control
 - e. Facility Startup and Testing
3. Prepare 60 percent technical specifications. Technical specifications will be prepared in accordance with City of Redmond 2020 Standard Specifications and WSDOT Standard Specifications with additional requirements where necessary. Technical specifications will include sections necessary to define and control the construction materials and appropriate methods and will use the WSDOT numbering format for site work and buried piping and use the CSI numbering format for the structure, electrical, HVAC, and structure accessories.
 4. Develop opinion of probable construction cost for the facilities included in the 60 percent design documents.
 5. Prepare 60 percent electrical panel design, panel elevations, wiring diagrams, PLC I/O diagrams, and Bill of Materials for panel fabrication (prepared by TSI). Review and comment on draft drawings and Bill of Materials developed by TSI.
 6. Conduct in-house quality control review of the 60 percent drawings, specifications, and opinion of probable cost.
 7. Submit 60 percent design documents to the City for review.
 8. Meet with City staff to review the 60 percent design documents.
 9. Incorporate City review comments and prepare 90 percent design.
 10. Develop opinion of probable construction cost for the facilities included in the 90 percent design documents.
 11. Prepare 90 percent electrical panel design, panel elevations, wiring diagrams, PLC I/O diagrams, and Bill of Materials for panel fabrication (prepared by TSI). Review and comment on draft drawings and Bill of Materials developed by TSI.
 12. Prepare for and attend First Screen Development Workshop conducted by TSI.
 13. Conduct in-house quality control review of the 90 percent drawings, specifications, and opinion of probable cost.
 14. Submit 90 percent design documents to the City for review.
 15. Meet with City staff to review the 90 percent design documents.
 16. Revise City Bidding documents. Provide “track changes” markups to the City indicating revisions to the documents. Prepare bid schedule for inclusion in the bidding documents.
 17. Incorporate City review comments and prepare final design.
 18. Develop opinion of probable construction cost for the facilities included in the final design documents.
 19. Review and comment on draft drawings and Bill of Materials developed by TSI.
 20. Prepare for and attend Second Screen Development Workshop conducted by TSI.
 21. Conduct in-house quality control review of the final drawings, specifications, and opinion of probable cost.
 22. Submit final design documents to the City for review.
 23. Meet with City staff to review the final design documents.
 24. Incorporate City review comments and prepare additional contract document submittals until the project is ready for advertisement.
 25. Develop opinion of probable construction cost for the facilities included in the bid ready contract documents.
 26. Submit bid ready contract documents to the City.
 27. Print 8 sets of specifications with half-size drawings and 5 sets of full size drawings and deliver to City. Following approval by the City, set up the distribution of plans and specifications electronically using the City’s access to Builders Exchange.

Deliverables:

- 60 percent plans and specifications and opinion of probable cost
- 90 percent plans and specifications and opinion of probable cost
- Final plans and specifications and opinion of probable cost
- Bid Ready contract documents including opinion of probable cost

Assumptions and Limitations:

- All design review submittals will be combined into a single submittal encompassing all five stations.
- All design review comments will be provided in a single response from the City.
- New pumps are anticipated to be Flygt.
- Design configuration will be as identified in the “Condition Assessment” and subsequent discussions with the City.
- Public involvement assistance is not required.
- Geotechnical investigations not required.
- City Design Review is not required.
- SEPA Checklist not required.
- Environmental review and/or permitting not required.
- Dept. of Ecology approval not required.
- Permitting and assistance with approvals are not required.

Task D: Assistance with Bidding and Award

1. Address bidders’ and suppliers’ questions during the bid period for each bid package.
2. Prepare a maximum of two (2) addenda, if necessary, and deliver to City for distribution.
3. Prepare for and attend bid conference.
4. Prepare bid tabulation.
5. Review apparent low bidder’s bid documents and prepare recommendation for award.

Deliverables:

- Advertisements for newspaper
- Two (2) Addenda (if required)
- Bid Tabulation
- Recommendation for Award

Assumptions and Limitations:

- None.

Task E: Engineering Services During Construction

Engineering services during construction are not included in this scope of services. Engineering services during construction will be added to the scope of services by supplemental agreement following opening of bids for the project.

List of Drawings:

Common to All Stations:

- General – 4 sheets
- Civil – 3 sheets
- Structural – 3 sheets
- Electrical – 3 sheets

Lift Station No. 5:

- Demolition – 1 sheet
- Civil – 3 sheets
- Structural – 2 sheets
- Electrical – 5 sheets
- TSI – 12 sheets

Lift Station No. 6:

- Demolition – 1 sheet
- Civil – 5 sheets
- Structural – 3 sheets
- Electrical – 6 sheets
- TSI – 12 sheets

Lift Station No. 8:

- Demolition – 1 sheet
- Civil – 2 sheet
- Structural – 2 sheets
- Electrical – 3 sheets
- TSI – 8 sheets

Lift Station No. 11:

- Erosion Control – 1 sheet
- Demolition – 1 sheet
- Civil – 5 sheets
- Structural – 3 sheets
- Electrical – 7 sheets
- TSI – 40 sheets

Lift Station No. 15:

- Demolition – 2 sheets
- Civil – 8 sheets
- Structural – 3 sheets
- Electrical – 7 sheets
- TSI – 40 sheets

Total of 166 drawing sheets.

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Autocad

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Autocad

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency
Autocad and PDF

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data
Email and Share Point

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See attached

Exhibit D

Consultant Fee Determination

Project Name: Equipment Replacement LS-5, 6, 8, 11, and 15
 Project Number: Varries
 Consultant: BHC Consultants, LLC

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 148%	Fee (Profit) 29%	Total Hourly Rate	Total
Principal-In-Charge	244	\$ 95.00	\$140.83	\$27.79	\$264	\$64,322
Project Manager	474	\$ 70.00	\$103.77	\$20.48	\$194	\$92,071
Electrical Engineer	336	\$ 82.00	\$121.56	\$23.99	\$228	\$76,454
Structural Engineer	243	\$ 81.00	\$120.07	\$23.69	\$225	\$54,618
Project Engineer	697	\$ 65.00	\$96.36	\$19.01	\$180	\$125,717
Staff Engineer	36	\$ 37.00	\$54.85	\$10.82	\$103	\$3,696
CAD Manager	141	\$ 59.00	\$87.46	\$17.26	\$164	\$23,084
CAD Tech	821	\$ 40.00	\$59.30	\$11.70	\$111	\$91,128
Project Assistant	195	\$ 38.00	\$56.33	\$11.12	\$105	\$20,562
Admin	20	\$ 46.50	\$68.93	\$13.60	\$129	\$2,581
Total Hours	3,207				Subtotal:	\$554,234
REIMBURSABLES						
Mileage						\$2,000
Reproduction (copies, Mylar plots, etc.)						\$5,000
Miscellaneous						\$2,000
					Subtotal:	\$9,000
SUBCONSULTANT COSTS (See Exhibit E)						
TSI	Panel Design					\$132,500
					Subtotal:	\$132,500

Total: \$695,734

Contingency: 62,266

GRAND TOTAL: \$758,000

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached

EXHIBIT E

Subcontracted Work

Project Name: Equipment Replacement LS-5, 6, 8, 11, and 15
Project Number: Varies
Consultant: BHC Consultants, LLC

The City permits subcontracts for the following portions of work of the Agreement:

Subconsultant	Work Description	Amount
TSI	Panel Design LS-5	\$16,900
TSI	Panel Design LS-6	\$18,400
TSI	Panel Design LS-8	\$17,600
TSI	Panel Design LS-11	\$39,800
TSI	Panel Design LS-15	\$39,800
Total:		\$132,500

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
BHC Consultants, LLC

whose address is

1601 5th Avenue, Suite 500, Seattle, WA 98101

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Redmond

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

BHC Consultants, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

BHC Consultants, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

BHC Consultants, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



Path: T:\PROJECTS\2021\5 - 12 - 2021\Mike Hagley Lift Stations Map with ages of stations\Attachment\Civcity\MapLiftStationMap6_182_2021.mxd

Legend



Redmond City Limit

Status by Color and Year Built/Rebuilt		Lift Stations
	Under Construction	5, 6
	Needs Equipment Upgrade	8, 11, 15

Status of Wastewater Lift Stations, 2021 Vicinity Map

City of Redmond, Washington
06/18/2021

Attachment B





Memorandum

Date: 10/5/2021
Meeting of: City Council

File No. AM No. 21-147
Type: Consent Item

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

Public Works	Dave Juarez	425-556-2733
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DEPARTMENT STAFF:

Public Works	Gina Schroeder	Traffic Safety Program Administrator
Public Works	Paul Cho	Traffic Operations Safety and Engineering Manager
Public Works	Steve Flude	Deputy Director- City Engineer

TITLE:

Adoption of an Ordinance Lowering the Maximum Speed on Redmond-Woodinville Road between NE 90th Street and NE 87th Street

- a. Ordinance No. 3062: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code 10.24.060, Schedule, in Order to Reduce the Speed Limit on Redmond-Woodinville Road from NE 90th Street to NE 87th Street to 30 MPH in this Corridor

OVERVIEW STATEMENT:

The existing speed of 40 mph in this corridor exceeds the City’s Transportation Master Plan guidance for a Minor Arterial. NE 90th St is the gateway to the Downtown Area and the lower speed will support this Pedestrian Priority Zone. NE 87th St south to Cleveland Street is currently 30 mph, this change will extend the 30 mph speed north to NE 90th St.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:

The Community Strategic Plan supports increasing transportation choices and walkability. The Transportation Master Plan Vision relies heavily on a successful pedestrian system, improving safety and providing for needs of the greatest generators of pedestrian traffic.

- **Required:**
RMC 10.24 SPEED REGULATIONS; 10.24.60 Schedule
- **Council Request:**
N/A
- **Other Key Facts:**
 - Pedestrians frequently cross mid-block and at intersections without crosswalk markings in this corridor. Lowering the speed limit to 30 mph will allow for the eventual installation of a flashing crosswalk.
 - We are requesting this item to go forward for Council approval at the October 5, 2021 Council business meeting.

OUTCOMES:

The speed limit will now align with Redmond’s design guidance for Minor Arterials. Pedestrians will benefit from the friendlier speeds, allowing easier crossings of Red-Wood Road.

The City’s goal, in alignment with WSDOT, is a phased approach.

Phase 1: Lower the speed- WSDOT will be removing the existing speed limit signs and installing the new ones at no charge to the City.

Phase 2: City of Redmond will install roadway speed reduction elements such as painted lines and medians and a flashing marked crosswalk with new ADA ramps. Cost is estimated at \$250,000, paid for by City of Redmond.

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:

Phase 1: No Cost for this ordinance change or implementation of new signs.

Phase 2: \$250,000. No current funding; will request funding in the 2023-2024 budget.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

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

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/14/2021	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Pedestrians will continue to cross at unmarked locations with vehicles traveling at high speeds and there will likely be additional pedestrian and vehicle collisions.

ATTACHMENTS:

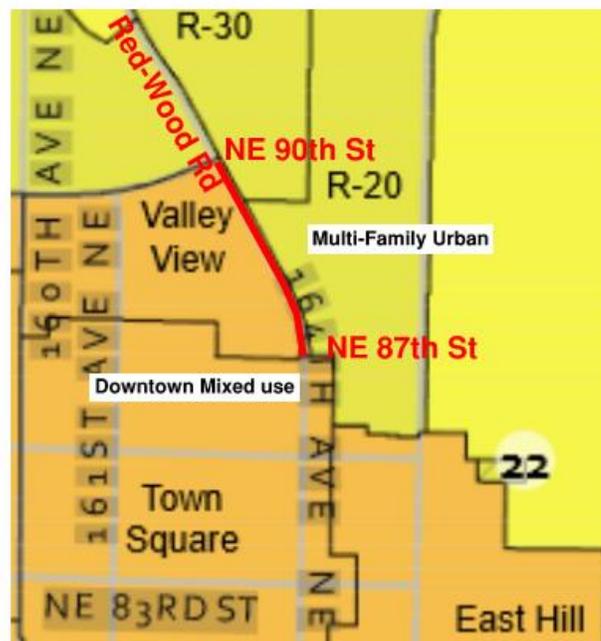
- Attachment A: Additional Background Information
- Attachment B: Map of proposed speed reduction
- Attachment C: Zoning Maps
- Attachment D: Code Ordinance Speed Limits

Additional Background Information/Description of Proposal

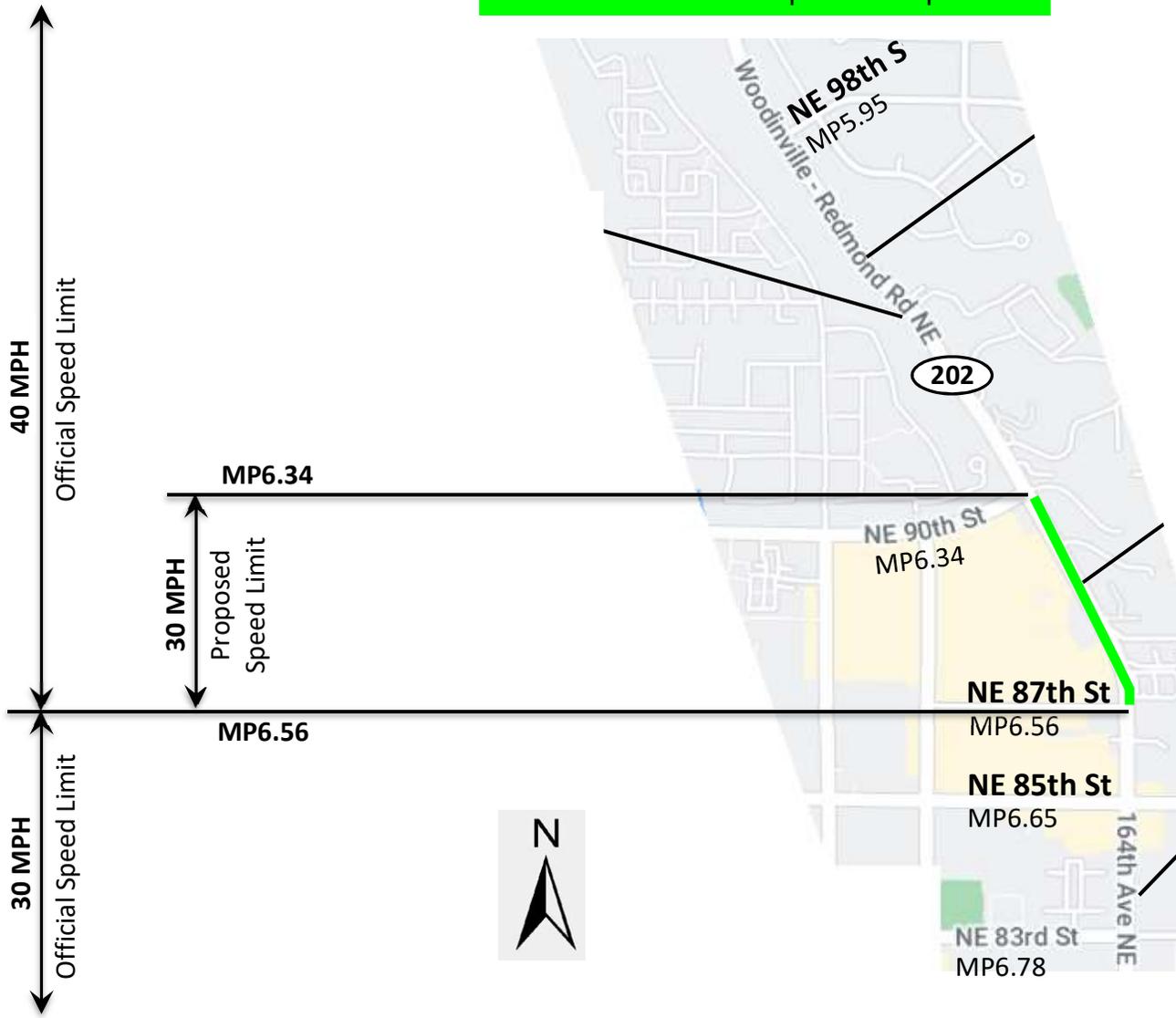
Redmond-Woodinville Road Speed Reduction between NE 90th St & NE 87th St

- Citizens and businesses frequently request a marked crosswalk at NE 87th St.
- With a speed limit of 40 mph, a large volume of traffic and limited sight distance, a marked crosswalk would require a signal, which is very costly and not ideal for traffic flow.
- Given this corridor is a minor arterial and to be in line with the City's Transportation Master Plan guidance, the speed limit should be lower than 40 mph. 30 mph is the current speed limit on Red-Wood Rd starting at NE 87th St which is proposed to extend north to NE 90th St.
- With the reduction of the speed limit, a lower cost flashing crosswalk could be installed.
- This would support the City's Strategic Plan to continue investments in community vitality and walkability.
- This also supports the Transportation Master Plan for a walkable Redmond and providing for the needs of the greatest generators (**Downtown Mixed Use on the west side**) of pedestrian traffic (**Multi-Family Urban on the eastside**).
- Increases Transportation Equity for those who walk or use a wheelchair
- Before a flashing crosswalk can be installed, the speed limit must be lowered.
- Speed studies have been conducted and WSDOT has reviewed the data and zoning of the corridor. WSDOT supports this speed reduction and the eventual installation of a crosswalk.
- Once the ordinance change is approved, the signed ordinance will be sent to WSDOT to process.
- WSDOT will remove the existing speed limit signs and install the new ones.
- The speed reduction itself will not result in any expense to the city.

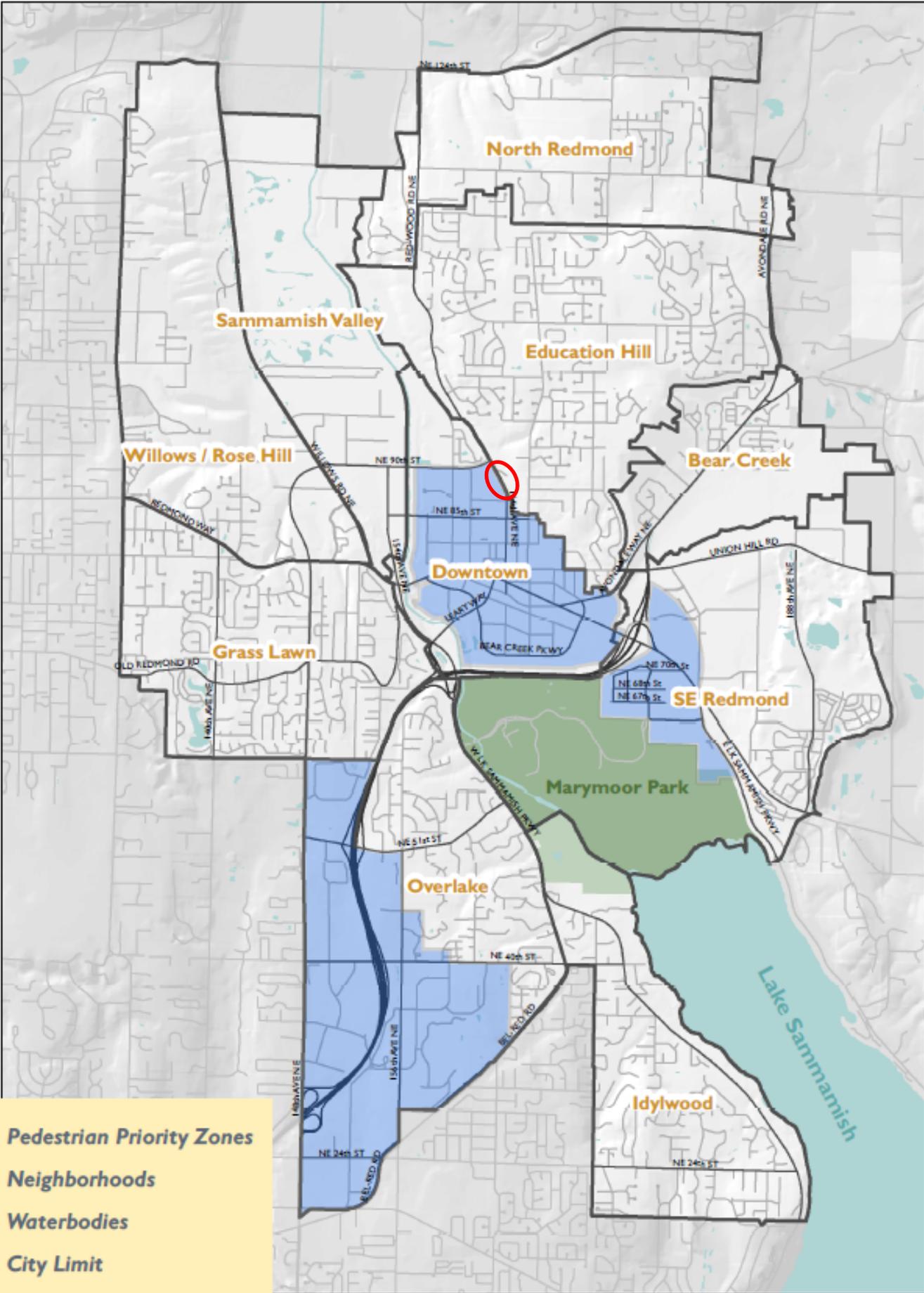
Section from Redmond's Zoning Map



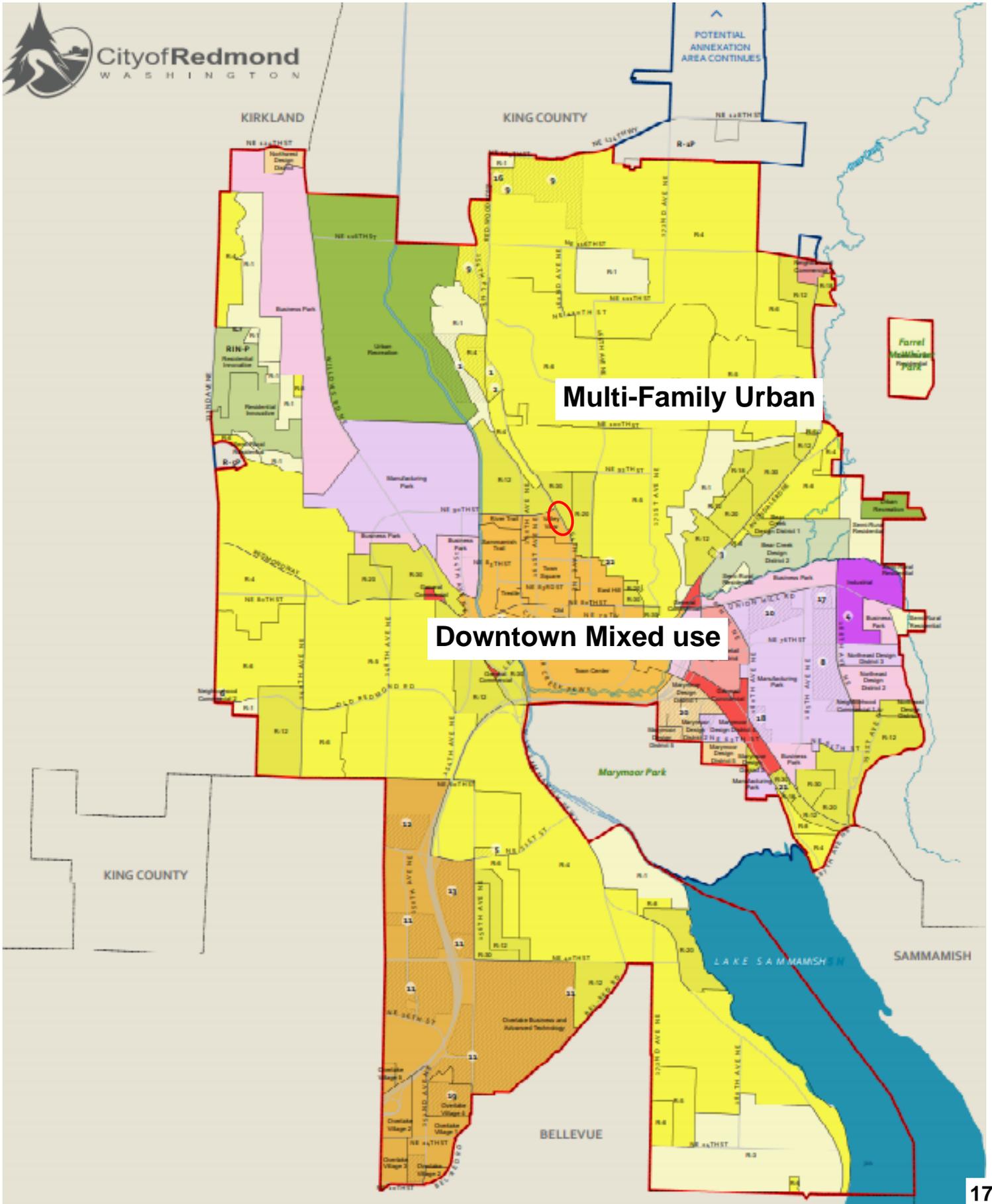
**Proposed Speed Limit Reduction
Redmond-Woodinville Rd
NE 90th St to NE 87th St
Lower from 40 mph to 30 mph**



Pedestrian Priority Zones



Redmond's Zoning Map



CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING REDMOND MUNICIPAL CODE
10.24.060, SCHEDULE, IN ORDER TO REDUCE THE
SPEED LIMIT ON REDMOND-WOODINVILLE ROAD FROM
NE 90TH STREET TO NE 87TH STREET TO 30 MPH IN
THIS CORRIDOR

WHEREAS, the speed limit of 40 MPH on Redmond-Woodinville Road south of NE 90th Street exceeds the city's Transportation Master Plan guidance for minor arterials; and

WHEREAS, Redmond-Woodinville Road south of NE 90th Street is in a Pedestrian Priority Zone and the speed limit at NE 87th Street is 30 MPH; and

WHEREAS, the east side of this corridor is High Density Residential, and the west side is downtown mixed use; and

WHEREAS, lowering the speed limit supports the city's plan for a walkable Redmond and providing for the needs of the pedestrian generators with the eventual installation of a marked flashing crosswalk.

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 Subsection. RMC 10.24.060,

Schedule, is hereby amended to read as follows:

10.24.060 Schedule.

A. The maximum speed limits set forth in the following schedule of speed limits are established as the reasonable and safe maximum speed limits to be effective at all times upon the streets, roads and highways designated in the schedule, subject to the provisions of Section 10.24.045 of this chapter.

State Route No./City Street Designation	Traffic Direction	From	To	Maximum Speed
164 Ave N.E.	Both ways	{N.E. 87 STREET} <u>N.E. 90 Street</u>	Cleveland Street	30 mph
Redmond- Woodinville Road (SR 202)	Both ways	{N.E. 87 STREET} <u>N.E. 90 Street</u>	North city limits (124 Ave N.E.)	40 mph

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective date. This ordinance shall become effective 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 _____, 20XX.

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: 10/5/2021
Meeting of: City Council

File No. AM No. 21-148
Type: Consent Item

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

Public Works	Dave Juarez	425-556-2763
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DEPARTMENT STAFF:

Public Works	Micah Bonkowski	Program Administrator
Public Works	Aaron Moldver	Environmental Programs Supervisor

TITLE:
Approve Consultant Contract for Construction and Demolition Program Support

OVERVIEW STATEMENT:

The City of Redmond is developing a Construction and Demolition (C&D) Debris program for the City. The City Council adopted an Environmental Sustainability Action Plan (ESAP) which includes a goal to divert 70% of waste by 2030, and Action M4.2 of the plan calls for comprehensive C&D recycling, recovery policies and other actions to prohibit disposal of recoverable C&D materials. This contract is to provide consultant support to define the program elements, conduct a stakeholder involvement process, draft and support adoption of needed code language and provide programming development support to help ensure successful implementation of a Construction and Demolition Program.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Environmental Sustainability Action Plan: Action M4.2
Utilities Strategic Plan: Strategy 7
- **Required:**
N/A
- **Council Request:**
Council has requested that Public Works provides an update on the criteria for selecting stakeholders for the engagement process, with a list of potential stakeholders, prior to beginning stakeholder engagement. Public

Works will return to update Council at a future Committee of the Whole meeting.

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

OUTCOMES:

The ESAP goal of increasing the City diversion rate to 70% by 2030 will require a significant increase in the amount of tonnage diverted from landfill disposal from the City of Redmond. Construction and demolition debris from development and construction projects in the City provides a great opportunity to increase diversion. Moving construction and demolition debris towards reuse rather than landfilling will also reduce the greenhouse gas emissions associated with new building materials.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Much of this consultant contract is devoted to outreach to stakeholders as the new program is developed. Outreach is anticipated to be conducted from October 2021 to March of 2022.
- **Outreach Methods and Results:**
Several methods of outreach will be used to reach stakeholders in this process, from executive interviews of subject matter experts, to stakeholder engagement meetings. The consultant and the City will develop the appropriate outreach methods as the first phase of this contract.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$200,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
000220

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Solid Waste Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/14/2021	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The approved budget for this contract expires at the end of the biennium.

ANTICIPATED RESULT IF NOT APPROVED:

If this contract is not approved, there will be a delay in the beginning of the contract. This will impact the overall project timeline and could prevent results from being accomplished in this biennium.

ATTACHMENTS:

Attachment A: Consultant Contract

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

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

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

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

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

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

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

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

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

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

5. **Extra Work.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**page 8 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form**

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

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

Construction and Demolition Debris Program

Attachment A - Scope of Work

Background

The City of Redmond is developing a Construction and Demolition (C&D) Debris program for the City. The City Council adopted an Environmental Sustainability Action Plan (ESAP) which includes a goal to divert 80% of waste by 2030, and Action M4.2 of the plan calls for comprehensive C&D recycling, recovery policies and other actions to prohibit disposal of recoverable C&D materials. This contract is to provide consultant support to define the program elements, conduct a stakeholder involvement process, draft and support adoption of needed code language and provide programming development support to help ensure successful implementation of a Construction and Demolition Program.

Goals

- Build upon the white paper drafted by Full Circle Environmental (attached) and the attached suggested draft ordinance.
- Coordinate draft ordinance with King County and the Regional Code Collaboration C&D Workgroup.
- Conduct a stakeholder process for internal staff and external stakeholders such as developers and residents.
- Draft and present a Construction and Demolition Policy for City Council consideration that meets the criteria in the ESAP, demonstrates Redmond's Sustainability leadership, and accounts for stakeholder feedback.

Scope of Work

The project is divided into 5 main tasks: 1) Program Development, 2) Stakeholder engagement, 3) Drafting of code for C&D, 4) Code passage through Council process, and 5) Outreach and Implementation assistance for new code. A detailed scope of work for each task will be jointly developed by the Consultant and City of Redmond. The City will issue a notice to proceed for each task on an individual basis.

Task 1 - Program Development

In coordination with City staff, develop a program that enables tracking of the amount of tonnage going to C&D Facilities, and meets the City goal of diverting C&D tonnage from the landfill thereby increasing community diversion of waste from the landfill.

Task 2 - Stakeholder Engagement



The Consultant, in coordination with the City, will conduct stakeholder engagement with the development community, City Staff, and regional C&D experts to complete a draft of the C&D Ordinance. The stakeholder engagement process will inform the program design and code language.

Task 3 - Drafting of C&D Code

The consultant, in consultation with the City, will generate draft code language incorporating feedback gathered as part of Task 1.

The draft ordinance must align with State RCW regulations and the Regional Code Collaboration template to standardize definitions across the region.

Consultant will make a recommendation for staffing requirements for enforcement and management of the code. Consultant will lead an evaluation in cooperation with City TIS staff and make a recommendation for a tracking/reporting software system for developers to use to report tonnage for compliance with the policy.

The consultant will research and suggest enforcement guidelines. If a deposit/refund structure is used, the consultant will need to research and recommend an end use for any collected funds that meets State guidelines and support the City's sustainability goals.

Task 4 - Ordinance passage through City Council Process

Once the Code has been drafted and stakeholder engagement is complete, the City with consultant support will move the Ordinance through the Council Adoption Process. Consultant tasks will include compiling findings from the stakeholder and regional engagement process and drafting and presenting findings to Council committees and providing subject matter expertise for Council and community presentations.

Task 5 - Outreach and Implementation of the Code

After the ordinance has been adopted, the consultant will draft educational materials for developers seeking permits in the City that outlines the requirements of the Code and provides step by step instructions. This material should provide a checklist, fact sheets, and case study examples for developers. The consultant also will provide direct training to permit center staff on the ordinance, and direct outreach to developers currently in the development process that will need to meet the requirements of the Ordinance.

Considerations and Assumptions

- The City ordinance will have to work within the structure outlined in the King County C&D Ordinance.
- The timeline for completion of the project will be largely dependent on City Council schedule of adoption and may shift due to competing priorities.

Budget

The budget for this contract must not exceed \$200,000 including contingencies.



Draft Timeline

TIMELINE AND TASK LIST FOR C&D SUPPORT PROGRAM												
Tasks	2021				2022							
	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.
√ = key scope deliverables												
1. Program Development												
Kickoff meeting with City and Contractor	√											
Outline City goals and code components												
On-going project management												
Develop management and tracking program (process/workflow)					√							
2. Stakeholder Engagement												
Develop structure for stakeholder engagement												
Engage external stakeholders (structure TBD)												
Engage internal stakeholders (City permit staff and others)												
Engage and maintain contact with City Council and Staff												
Success story spotlights; Case study development												
3. Drafting of C&D Code												
Incorporate feedback from stakeholder processes												
Research and suggest enforcement guideliness (incl. deposit)												
Generate v.1 code language for City and Council review							√					
Generate v.1 staffing rcmdtn. for implntn., tracking, and enfrmnt.							√					
Evaluate and recommend tracking/reporting software system								√				
Generate v.2 code language based on input								√				
Generate v.2 staffing recommendation based on input												
4. Ordinance Passage												
Engage and maintain contact with City Council and Staff												
Provide compiled findings from stakeholder process.												
Respond to Council requests; support community presentations												
5. Outreach & Implementation												
Create materials in support of developers seeking permits											√	
Create materials in support of permit and enforcement staff											√	
Develop and provide training for permit center staff												
Develop protocols and provide outreach to developers/applicants												
Engage other identified audiences: salvage, BIPOC, affordability												

Deliverables

- Facilitation of Stakeholder Engagement Meetings; follow up notes and recommendations.
- Presentation Materials and Support for Council Meetings
- Recommended updated code
- Evaluation and Recommendation for a tracking/reporting system (Software)
- Staffing recommendations for implementation and management of the ordinance
- Final report on process, recommendations for permit workflow
- Checklist for developers, fact sheets, and case study examples
- Training materials for City staff





Memorandum

Date: 10/5/2021
Meeting of: City Council

File No. AM No. 21-149
Type: Consent Item

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

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

Police	Tim Gately	Captain
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TITLE:

Approval of the 2021-2022 School Resource Officer Agreement between the City of Redmond and the Lake Washington School District

OVERVIEW STATEMENT:

Renewal of the 2020-2021 School Resource Officer agreement between the Lake Washington School District (“District”) and the City of Redmond (“City”). This is a continuation of the service the Redmond Police Department currently provides to the District and allows for funding to be received in consideration for services provided. In the past, an SRO has been assigned to the High School and Middle Schools, as staffing allowed. The District and City have agreed to pilot a “community-based” assignment model in which SROs are assigned to multiple schools/geographical areas providing broad SRO-related services to all schools in the district.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

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

OUTCOMES:

The City of Redmond provides School Resource Officer services to the Lake Washington School District. The City and District agree to assign one SRO to provide school-specific services, with the option to add additional SROs as staffing allows. The School Resource Officers will act as a law enforcement resource, maintain the peace on school district property, and provide law enforcement education, and support services as requested and mutually agreed upon. This renewal is for the 2021-2022 academic year, with options to automatically extend the agreement for up to five years.

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:

This agreement will allow for the City to receive \$102,000 from the District.

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

Budget Offer Number:

000329 General Fund Revenue (LWSD as a funding source)

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

General Fund Revenue

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/21/2021	Committee of the Whole - Public Safety	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If this agreement is not approved, the City will not be able to receive reimbursement for services provided.

ATTACHMENTS:

Attachment A: Redmond SRO Agreement 2021-2022

*Lake Washington School District
School Resource Officer Program
Memorandum of Understanding (MOU)*

This Agreement is made and entered into this _____ day of September 2021 by the Lake Washington School District #414 (referred herein as “District”) and the City of Redmond (referred to herein as “City”) (collectively, “the Parties”) for the purpose of establishing a School Resource Officer (referred to herein as “SRO”) program in the public school system in the City of *Redmond*. In consideration of the terms and conditions set forth herein, the Parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this MOU is for the City of Redmond to provide contract services in the form of SROs to the District. The services provided include law enforcement and related services as described herein.

This MOU establishes and delineates the mission of the SRO Program as a joint collaborative and cooperative effort. This MOU clarifies roles and expectations and formalizes the relationship between the participating entities to reduce the potential for incidents of violence on the school campus, minimize the number of youths formally referred to the juvenile justice system, and foster an efficient and cohesive program that will build positive relationships between police officers, students and school staff while promoting a positive and safe learning environment for all students.

ARTICLE II

OBLIGATIONS OF THE CITY. The City shall provide SROs as follows:

- (A) **Provision of SROs.** The City shall assign up to four regularly-employed officers to provide coverage to District schools within the city limits of Redmond, as mutually agreed upon by the City and District. The services provided by the SROs are in addition to routine police services already provided by the City.
- (B) **Selection of an SRO.** The Chief of Police, in partnership with the District, shall jointly agree on a process to select the SROs to be assigned on the basis of the following minimum criteria:
 - (1) The ability to effectively deal with a diverse student population;
 - (2) The ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected;
 - (3) Expressed interest in working with students and staff within the scope of the SRO Program;
 - (4) The ability to provide good quality educational services in the area of law enforcement. The education background, background experiences, interest level, and

communication skills of the SRO must be of a high caliber so that the SRO can effectively and accurately provide resource teaching services;

- (5) The desire and ability to work in partnership with the principal and other building and district administrative staff and employees as a team; and
 - (6) Be a state certified law enforcement officer.
- (C) Regular School Duty. SROs are generally available during normal school hours. This assignment does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined to exist by the Chief of Police or designee. The SRO must be available for other needs as determined by the Chief of Police.
- (D) SRO Role and Duties. The SRO has four overarching roles within the school community:
- 1. Law Enforcement
 - a. Responsible for the majority of law enforcement activities occurring at the school during school hours, including making arrests and referrals of criminal law violators, securing, handling, and preserving evidence, and recovering District property;
 - b. Assist the District in maintaining the peace on District property;
 - c. Provide school traffic safety emphasis within their region as needed;
 - d. Provide pedestrian and bicycle safety awareness;
 - e. Work with other police agencies to recover District property;
 - f. May provide police counseling with students when requested by the principal or designee, and the student, when mutually agreed to by all parties, but are not responsible for general student discipline. Parents, students, teachers, and other school personnel should bring concerns about student behavior to the school principal and not the SRO;
 - g. The determination of whether an activity rises to the level of law enforcement activity shall be made in consultation with a school administrator and consistent with District Policy and Procedure 3241 - Student Discipline;
 - h. Alternatives to arrest should be used whenever possible, and the arrest of students should be a measure of last resort. The SRO discretion to act remains the same as that of any other police officer/sheriff's deputy; and
 - i. May conduct criminal investigations of violations of the law on District property, or property immediately surrounding the District property, as assigned by the

police department consistent with District Policy and Procedure 3226, Interviews and Interrogations of Students on School Premises.

2. Fostering Positive School Climate

- a. Encourage and model positive behavior, endorse high moral standards and use good judgement and discretion;
- b. Upon request, engage in school activities, such as: assemblies, sporting events, teen court, restorative practices, etc. to foster a positive school climate through relationship-building and crime prevention; and
- c. Work in partnership with school administration to build a culture of open communication and trust among students and adults by serving as a role model, working with teachers and administrators to identify students who may be facing challenges and connection to community resources, and, focusing on getting to know the students at the school.

3. Crime Prevention

- a. Identify ways to ensure crime prevention strategies are in place and utilized on campus. This may include foot patrol on campus, including parking lots, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, and investigating crimes; and
- b. Provide law enforcement input into school-based security, including teaching of School Safety and Prevention Specialists, review of fencing and security systems, and provide recommendations to appropriate District staff.

4. Education

- a. SROs are embedded in the education fabric of the school and should participate in the school community by engaging with the educational team where appropriate, and, representing the law enforcement community to build positive relationships with youth, their families, and school staff;
- b. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law and other topics as mutually agreed upon by the Chief of Police or designee and principal or designee;
- c. Leverage opportunities to provide education not just in the classrooms but also throughout the campus in the hallway, during lunch and during school activities. SROs can act as a resource in the area of law enforcement education and are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.
- d. Provide safety-related training to staff and students, as age appropriate; and

- e. Conduct informational presentations to parent and/or student groups on relevant and/or requested topics.

In addition, SROs shall:

- (1) Wear their official police uniform or alternate uniforms which shall be provided at the expense of the City as mutually agreed upon by the District and police command;
 - (2) Perform other duties as mutually agreed upon by the principal and Chief of Police or designee, such as providing safety and security at District events, provided performance of such duties are legitimately and reasonably related to the SRO program as described in this MOU, and provided such duties are consistent with state and federal law and the policies and procedures of the City and the District;
 - (3) Follow and conform to all District policies and procedures that do not conflict with policies and procedures of the Police Department;
 - (4) Follow all state and federal laws;
 - (5) Coordinate with other Police Department Youth Service Providers (Police Partners, Community Resources, etc.) to ensure consistency and continuity of all services, and make referrals to social agencies as appropriate;
 - (6) Attend all Police Department-mandated training as required to maintain law enforcement qualifications and certifications;
 - (7) At least one supervisory representative from the City will attend the monthly District Safety Advisory Committee meetings;
 - (8) Unless unavailable due to approved leave, attend the LWSD monthly SRO meetings; and
 - (9) SROs will participate in school threat assessments within their region. If they are unable to attend, another SRO or designee will attend in their place.
- (E) Compliance with RCW 28A.320.124 and Engrossed Substitute House Bill 1214 (2021-22) Session Law. There are (2) components to the training requirements, and the City and SROs understand, and agree to, the following classroom and on the job training requirements:
- (1) Classroom requirements must be completed within the first six months of working on a school campus (by not later than March 1, 2022) and on-the-job training must be completed by the end of the first school year working on a school campus (by not later than June 16, 2022):
 - (a) Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
 - (b) Child and adolescent development;
 - (c) Trauma-informed approaches to working with youth;

- (d) Recognizing and responding to youth mental health issues;
- (e) Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
- (f) Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, immigrant, female, and nonbinary students;
- (g) Local and national disparities in the use of force and arrests of children;
- (h) Collateral consequences of arrest, referral for prosecution, and court involvement;
- (i) Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
- (j) De-escalation techniques when working with youth or groups of youth;
- (k) State law regarding restraint and isolation in schools, including RCW 28A.600.485; and The Federal Family Education Rights and Privacy Act (20 U. S. C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes;
- (l) Restorative justice principles and practices; and
- (m) Two days of on-the-job training with experienced safety and security staff, at the school of the experienced safety and security staff.

- (F) SROs are prohibited from becoming involved in any formal student discipline situations that are not criminal. Administrative violations are the sole and exclusive responsibility of District school administrators;
- (G) SROs recognize when to informally interact with students to reinforce school rules and when to enforce the law;
- (H) The SRO acknowledges the role of an SRO as a teacher, informal counselor, and law enforcement officer;
- (I) The City will submit monthly reports to the School Safety and Crisis Manager by the 10th of each month for the prior month to include the following:
 - a. Each call for law enforcement service and the outcome, including student arrest and referral for prosecution; disaggregated by school and offense type, race, gender, and age. If known, indicate when student has an IEP or 504 Plan;
 - b. Date, school and number of hours and topics of instructional time in classrooms;
 - c. Date and school name of an threat assessments attended;
 - d. Crime prevention efforts, formal and informal;
 - e. School events developed or participated in;
 - f. Child Abuse reports taken;
 - g. Other functions not indicated above;
 - h. Invoice for responses not included in proactive core service hours; and
 - i. Invoice for specific events and extra-duty assignments.

(J) Support Services to be Provided by the City of Redmond Police Department (“Department”).

The Department and the SROs will supply the following services:

- (1) Provide information on all offense reports taken by an SRO to the school principal;
- (2) Receive and dispatch officers via the Redmond Police Communications Center;
- (3) Maintain and file uniform crime reporting (UCR) records according to law;
- (4) Process all police reports;
- (5) Provide coordination, development, implementation, and evaluation of security programs in the assigned school locations;
- (6) Provide each SRO with a patrol vehicle as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this MOU shall be borne by the City;
- (7) Maintain records in compliance with state and federal law;
- (8) Coordinate with school administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses;
- (9) Make presentations to community groups as authorized by the SRO Supervisor and District;
- (10) Maintain criminal justice standards as required by law;
- (11) Coordinate and participate with the School Safety Committee;
- (12) Develop and coordinate crime prevention activities at the assigned school locations;
and
- (13) Comply with all data collection requirements by the OSPI.

(K) No Special Duty. The parties do not intend to create any “special relationship” or “special duty” by entering into this MOU. The City expressly disclaims any guarantee as to the safety or security of persons or property at the District’s schools and makes no representations or warranties as to such safety or security by entering into this agreement. Specifically, the Parties understand and agree that the City has no greater duty with regard to the safety and security of persons or property at the District’s schools than it does with regard to the general public in providing law enforcement services throughout the City. The provisions of this MOU are for the benefit of the City and District only, and do not create any rights of or duties to any third parties.

ARTICLE III

COMPLAINTS. The Parties agree the responsibility for the administration of student discipline shall be the duty of the District. If families have a complaint related to SROs, they should follow District Policy 4220, Complaints Concerning Staff or Programs. The point of contact for this process is the School Safety and Crisis Manager.

ARTICLE IV

SRO EMPLOYMENT & SPECIAL EVENTS. The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.

This MOU does not prevent the District from hiring an individual serving as an SRO to perform duties that are not the duties of the SRO set forth in this agreement, e.g., the employment of an individual who also serves as an SRO to coach athletics, drive a school bus, or otherwise serve the District in a capacity other than that of an SRO. Such employment shall be completely separate from and not controlled by this MOU. If the District chooses to employ an individual serving as an SRO to perform duties that are not duties of the SRO under this MOU, the individual shall at all times during such employment be solely an employee of the District and not an employee of the City. During such employment, the District shall be solely responsible for the compensation, training, discipline, and dismissal of such individual and solely responsible for the individual's acts, errors, or omissions in performing the duties of such separate employment.

Special events, such as extra-duty assignment, site security for after-hours events, or special requests shall be executed per past practice; the District will request these specific services through the Police Department extra-duty assignment coordinator. The City will bill the District for additional officers/duties as provided. The Department endeavor to assign one (1) SRO to extra-duty events, in addition to other officers.

ARTICLE V

PAYMENT. In consideration of the services provided herein, the District shall pay to the City a sum of \$10,200 per month per SRO assigned. No other consideration will be required during the term of this MOU for in-school services called for herein.

ARTICLE VI

CONFLICTS. The Parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this MOU. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the Chief of Police or designee of the City. The designated representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VII

CHANGE IN TERMS. Changes in the terms of this MOU may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

SRO REPLACEMENT. To dismiss an officer from the SRO assignment, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the Parties to resolve a change in the SRO, the SRO shall be replaced as soon as possible dependent upon the training needs and availability of a replacement SRO.

ARTICLE IX

TERMINATION AND TERM OF MOU. The term of this MOU shall commence upon date of execution and continue until June 30, 2025 or until terminated. The District shall receive the SRO services described in Article II for the full term of this MOU. This MOU may be terminated by either party as follows:

- (a) upon sixty (60) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating termination; or
- (b) upon fourteen (14) days written notice in the event an emergency is declared by civic officials that impacts daily operations of the City or District.

In the event this MOU is terminated, compensation will be made to the City for all services performed to the date of termination consistent with Article V.

The District will be entitled to a prorated refund consistent with the payment contained in Article V for each day that the SRO services are not provided because of termination of this MOU. This MOU shall be effective as of September 1, 2021 when students return to District school locations even if signed after that date.

ARTICLE X

Notwithstanding this MOU, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this MOU.

ARTICLE XI

The City and District will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants.

ARTICLE XII

The District shall provide the SRO the following materials and facilities necessary to perform their duties, enumerated herein:

- i. Access to a private area, workspace, office or conference room which is properly lighted, with a telephone to be used for general business purposes.

ARTICLE XIII

INDEMNIFICATION. The City shall indemnify and hold harmless the District and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act of omission of the City, its officers, agents, and employees, or any of them, in the performance of this MOU. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgment be rendered against the District and its officers, agents, and employees, or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

In executing this MOU, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District policies, procedures, rules, or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such District policy, procedure, rule, or regulation is principally at issue, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the District, the City or both, the District shall satisfy the same, including all chargeable costs and attorney’s fees.

The District shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents, and employees, any of them, in the performance of this MOU. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment be rendered against the City and the District and their respective officers, agents and employees, or any of them, the District shall satisfy the same.

ARTICLE XIV

CLOSING OF CAMPUSES. In the event school campuses are not open and students are attending remotely due to physical or environmental factors, the District reserves the right to suspend this MOU until such time as students return to school campuses. During the suspension of the contract, there will be no fees paid as indicated in Article V. Services may be provided on an as needed basis at an hourly rate as agreed upon by the Parties.

Wendy Kessler
Purchasing Manager
Lake Washington School District #414
(425) 936-1423

Angela Birney
Mayor
City of Redmond
(425) 556-2101

Date _____

Date _____



Memorandum

Date: 10/5/2021
Meeting of: City Council

File No. AM No. 21-150
Type: Consent Item

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

Executive	Malisa Files	425-556-2166
Human Resources	Cathryn Laird	425-556-2126

DEPARTMENT STAFF:

Human Resources	Kseniya Daly	Human Resources Manager
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TITLE:

Confirmation of the Appointment of Michael Marchand to serve as Redmond’s Technology and Information Services (TIS) Director

OVERVIEW STATEMENT:

The City has made an offer of employment to Michael Marchand as the TIS Director. This offer is contingent on confirmation of appointment by City Council.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
RMC 2.02.050 Appointment of Department Heads.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Mr. Marchand provides the experience and leadership capability needed for the TIS Director role. His background and

technical and interpersonal skills will make him an asset to the TIS Department, the City's leadership team, and the Community.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

TIS Director

- Posted on June 29, 2021 and open for 27 days.
- Marilynne Beard, retired Deputy City Manager at City of Kirkland, ICMA Senior Advisor and consultant, served as an external panelist in the first-round panel interviews on August 18, 2021.
- Top candidates were reviewed by Mayor, Chief Operating Officer, HR Director, Chief of Police, Chief of Fire, Parks and Recreation Director, Public Works Director, Planning Director and Finance Director on August 25, 2021.
- Employee forum conducted on August 26, 2021.
- Verbal Offer extended on September 8, 2021.
- Background and reference screening began on September 9, 2021 and results were received on September 14, 2021.
- Council Interview conducted on September 21, 2021.
- Confirmation appointment by Council scheduled for October 5, 2021.

- **Outreach Methods and Results:**

Advertising efforts were expanded to reach a large audience in effort to diversify the applicant pool and a custom job brochure was developed to attract executive level talent. TIS efforts actively recruited 33 applications, ten candidates were given phone interviews and out of those, the City interviewed four top candidates. Two candidates were selected to move forward with the second-round interviews, which resulted in a unanimous decision to move the top finalist through an Employee Forum.

- **Feedback Summary:**

Mr. Marchand displayed the characteristics and traits that were required for the TIS Director role. The process identified him as a suitable and valuable addition to the Redmond leadership team. We have received strong recommendations from his professional references.

BUDGET IMPACT:

Total Cost:

Funding for the position is included in the adopted 2021 -2022 City Budget.

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

Budget Offer Number:
230

Budget Priority:
Strategic and Responsive

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

Funding source(s):
General Fund

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/21/2021	Special Meeting	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
The anticipated start date of Michael Marchand is October 18, 2021

ANTICIPATED RESULT IF NOT APPROVED:

The TIS Director would remain unfilled. A delay in the appointment of this position would result in continued use of an interim appointment.

ATTACHMENTS:

N/A



Memorandum

Date: 10/5/2021
Meeting of: City Council

File No. AM No. 21-151
Type: Consent Item

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

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

Human Resources	Nicole Bruce	Sr HR Analyst/Benefits Administrator
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TITLE:

Approval of a Consultant Agreement with Arthur J. Gallagher & Co. for Healthcare Broker Services in the Amount of \$110,000 Per Year

OVERVIEW STATEMENT:

The City of Redmond provides a comprehensive benefits program to our employees. Our Healthcare Broker is an integral part of offering these benefits. The Healthcare Broker assists with benefits strategy and actuarial analysis, plan compliance, negotiation of rates and plan changes with benefit vendors, benefit education communication tools, eligibility management, and COBRA administration.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council must approve any contracts \$50,000 and over.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Approval of a broker contract will allow Human Resources staff to continue to partner with our broker to ensure the City has a competitive benefits package for employees that is compliant, cost effective and sustainable for employees and their families.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The broker contract is anticipated to cost \$110,000 per year. The contract is for two years with the ability to have two additional two-year renewals at the same cost per year for all six years.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

Responsible Government

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

If yes, explain:

N/A

Funding source(s):

Medical Self Insurance Fund (511)

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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9/28/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
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Proposed Upcoming Contact(s)

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

Time Constraints:

The current broker contract will expire at the end of September 30, 2021 and we will want the new contract to go into effect October 1, 2021.

ANTICIPATED RESULT IF NOT APPROVED:

We will not have a contract with a benefits broker who can assist us with benefit renewals and vendor negotiation for the 2022 plan year.

ATTACHMENTS:

Attachment A: General Services Agreement

Exhibit A: Scope of Work

Exhibit B: Work Schedule

Exhibit C: Payment Schedule

Exhibit D: Modifications

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PROJECT TITLE	EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i>
CONTRACTOR	CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i> City of Redmond
CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i>	BUDGET OR FUNDING SOURCE
CONTRACT COMPLETION DATE	MAXIMUM AMOUNT PAYABLE

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

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

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

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

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

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

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

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

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

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

5. **Extra Work.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**page 8 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form**

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

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A - Scope of Work

Benefit Strategy & Consulting

- Provide insurance brokerage and advisory services associated with self-insured, employee benefit plans. This includes, but is not limited to, negotiating with insurance providers, analyzing options, and making recommendations
- Contribute to the development of objectives and initiatives through strategic planning
- Advise the City regarding plan design issues, plan management, wellness, potential cost savings, and reducing health plan expenditures while retaining a competitive benefits program

Actuarial Analysis & Reporting

- Conduct annual underwriting analysis of Medical, Dental and Vision financial experience, claims experience, and future funding requirements and provide oversight of the following:
 - Data collection
 - Analysis of data and validation of trends
 - Projection of expenses for the next fiscal year
 - Recommendations regarding funding reserves
 - Determination of funding rates and COBRA rates for the following plan year
 - Calculation of prospective employee and employer contributions
 - Assist with annual report to Office of Financial Management
 - Includes actuarial review and sign-off of underwriting analysis
- Competitively market stop loss annually or other lines of coverage, as needed

Compliance & Regulatory Consulting

- Communicate information regarding changes in statutes, rules and regulations regarding our responsibility under federal and state laws, the Affordable Care Act (ACA), the management of benefits and the self-funded plan to the Mayor, an executive team, labor representatives, EBAC, employees and elected officials
- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic seminars on regulatory issues

Account Management

- Manage plan changes with vendors as necessary
- Provide leadership and management of carrier relationships
- Review, coordinate and implement Client agreed upon plan “best practices” to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

Employee Education, Communications & Advocacy



- Provide custom open enrollment and new employee orientation benefit planners and/or bulletins and other communications pertaining to the health and welfare program
- Facilitate open enrollment with in-person meetings, benefits fair(s), webcasts (recorded or live)
- Build custom online self-service employee benefits portal
- Support HR, employees, and family members with employee advocacy
- Provide quarterly call log reporting of benefit advocacy center activity
- Assist with participant wellness initiatives, as directed by Client
- Provide monthly employee education flyer for distribution to employees

Employee Benefits Advisory Committee (EBAC)

- Meet with City representative and the Employee Benefits Advisory Committee (EBAC) monthly to communicate with employees and educate regarding statutory and/or legal requirements and the financial status of the program
- Collaboratively participate in agenda setting

Provide Administrative Services

- Single billing services
- COBRA Administration

Exhibit B - Payment Schedule

Based on Scope of Services outlined in Exhibit A we propose a monthly fee of \$9,004.50 per month. Gallagher will guarantee the fee for the initial two-year agreement and two optional two-year renewal terms for a maximum total term of six years.

For Billing and COBRA administration services, Gallagher proposes continuation of the following fee schedule and will guarantee fees for full six-year agreement.

- Single Billing Services \$6.25 PEPM fee
- COBRA administration \$1.00 PEPM fee
- COBRA renewal fee \$40 per line of COBRA eligible coverage (billed at renewal)
- COBRA general notice fee \$4 per notification



Exhibit C - Option for Renewal

The City reserves the right to renew this contract for two (2) additional two-year renewal terms, for a potential maximum total term of six (6) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. The Consultant has agreed to guarantee the fees for the initial two-year agreement and two optional two-year renewal terms for a maximum total term of six years for the scope of work outlined in Exhibit A. Any changes to the scope of work may result in price/rates and acceptance of such a request will be at the sole discretion of the City.



Exhibit D - Modifications

Consulting Services Agreement

Page 4, Section 6 'Ownership of Work Product' which reads "Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT" is amended read: "Gallagher will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of City was used to create and which was developed entirely using Gallagher's own resources. To the extent Gallagher's intellectual property is necessary for City to use the services provided, Gallagher will grant to City a non-exclusive, royalty-free license to Gallagher's intellectual property solely for City's use of such services."

Page 5, Section 9 'Insurance,' which reads "Excepting the professional liability insurance, the City will be named on all insurance as additional insured" is amended to read: "Gallagher will name the City as primary non-contributory additional insured on its Commercial General Liability Policy (not Worker's Compensation and Employer's Liability) and it will be via Certificate of Insurance, not an endorsement."

Page 5, Section 9 'Insurance' - Insurance amounts for both general public liability & property damage, and professional liability insurance shall be increased from \$2,000,000 each to \$5,000,000 each.

Page 5, Section 9 'Insurance,' which reads "No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the City" is amended to read: "Gallagher's insurers are not required to provide advance notice of cancellation/non-renewal via the terms of the policies. Therefore, Gallagher will not provide 30 days prior notice to its clients of changes in policy. Rather, any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the City."

Redmond Business Associate Agreement

Page 2, Section 2.4(b) 'Reporting Non-Permitted Use, Disclosure, or Breach.' - The agreement will constitute notice of unsuccessful security incident.

Page 2, Section 2.4(c) 'Reporting Non-Permitted Use, Disclosure, or Breach' - The term "potential breach" in this section, which reads "Business Associate shall report to Covered Entity a Breach or potential Breach of Unsecured PHI without unreasonable delay..." shall be removed.

Page 6, Section 6.4 'Insurance' incorporates the following changes:

- Gallagher can only agree to name the City as primary non-contributory additional insured on its Commercial General Liability policy.
- Gallagher will not provide clients with copies of actual policies. It will evidence via Certificates of Insurance.



- Gallagher's insures are not required to provide advance notice of cancellation/non-renewal via the terms of the policies, so Gallagher cannot agree to provide two (2) days prior notice to its clients. Rather, any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the City.





Memorandum

Date: 10/5/2021
Meeting of: City Council

File No. AM No. 21-152
Type: Public Hearing

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

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

Planning and Community Development	Beverly Mesa-Zendt	Deputy Director
Planning and Community Development	Sarah Pyle	Community Development & Implementation Manager
Planning and Community Development	Kim Dietz	Principal Planner

TITLE:

Public Hearing on the Interim Official Control Ordinance No. 3059 Amending Article I, Article II, and Article VII of the Redmond Zoning Code to Align Homeless Shelter Regulations with State Adopted Definitions and to Implement the Preemption Adopted by House Bill 1220 that Allows Permanent Supportive Housing and Transitional Housing in All Zoning Districts Where Residential Dwellings and/or Hotels are Allowed and to Allow Emergency Housing and Emergency Shelters in All Zoning Districts Where Hotels are Allowed.

OVERVIEW STATEMENT:

A Public Hearing is required to allow an Interim Official Control it to remain in effect. On August 17, 2021, Council adopted Ordinance No. 3059 imposing an Interim Official Control to amend portions of the Redmond Zoning Code (RZC) to align City homeless shelter regulations with state adopted definitions and to implement the preemption adopted by House Bill (HB) 1220 that allows Permanent Supportive Housing and Transitional Housing in all zoning districts where residential dwellings and/or hotels are allowed, and to allow Emergency Housing and Emergency Shelters in all zoning districts where hotels are allowed, for conformance and consistency with state law. For the Interim Official Control to remain in effect a public hearing must be held within 60 days (October 16, 2021) of Council adoption.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Revised Code of Washington (RCW), HB 1220, Comprehensive Plan, Human Services Strategic Plan, Housing

Action Plan, and Community Strategic Plan.

Comprehensive Plan Policy HS-1: Support the provision of a continuum of human services, from preventive to remedial, focused on ensuring that residents are able to be self-sufficient, contributing members of the community

- **Required:**

The Interim Official Control is necessary to increase alignment between the Redmond Zoning Code (RZC) allowance for Social Assistance, Welfare, and Charitable Services and Washington State HB 1220, which became effective on July 25, 2021. On that date, the new state law mandated that cities allow permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed. In addition, and by September 30, 2021, HB 1220 requires that cities allow indoor emergency shelters and indoor emergency housing in all zoning districts where hotels are allowed.

- **Council Request:**

N/A

- **Other Key Facts:**

HB 1220 was signed into law in May 2021, and went into effect on July 25, 2021. In part, the bill amends several sections in the Growth Management Act, chapter 36.70A RCW, and the Code City provisions, chapter 35A.21 RCW, to require cities to implement the following mandates:

- Allow permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed; and
- Allow indoor emergency housing and indoor emergency shelter in all zoning districts where hotels are allowed.

HB 1220 also grants cities the limited ability to impose reasonable regulations regarding spacing, occupancy, and intensity of use standards to protect public health and safety. The City's ability to prohibit these uses in any of the identified zones has been preempted by the state.

Though these types of land uses are currently supported by human service and housing policies and by the RZC allowance for social assistance, welfare, and charitable services, the Redmond Zoning Code does not define nor clarify the provisions through which permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelter are mandated consistent with HB 1220. Therefore, interim amendments to the RZC are necessary to enhance alignment with and provide necessary guidance for implementation that is consistent with the new legislation, the city's Comprehensive Plan, Human Services Strategic Plan, Housing Action Plan and Community Strategic Plan.

Consistent with HB 1220, the Interim Official Control would add appropriate use chart notes clarifying that permanent supportive housing and transitional housing uses are permitted in the zoning districts where residential dwellings and/or hotels are allowed, subject to applicable land use approvals.

- Permanent Supportive Housing and Transitional Housing Permanent supportive housing, as defined under RCW 36.70A.030(16):
 - *... subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into*

housing to retain their housing and be a successful tenant in a housing arrangement, improve the residents' health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW.

- Transitional housing, as defined under RCW 84.36.043:
 - *A project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.*

HB 1220 also included two new definitions for the Growth Management Act, per RCW 36.70A.030. Consistent with HB 1220, the Interim Official Control would add appropriate use chart notes clarifying that emergency housing and emergency shelters are permitted in the zoning districts where hotels are allowed, subject to applicable land use approvals.

- Emergency Housing:
 - *Temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.*
- Emergency Shelter:
 - *A facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.*

OUTCOMES:

The amendments placed in effect through Council's adoption of the Interim Official Control Ordinance reflect greater alignment with the new state law and provide for several implementing standards consistent with the City's vision, goals, policies, and strategic plans.

Notice and a public hearing are not necessary prior to adoption of an Interim Official Control, to allow for the regulations to be put in place quickly. However, a public hearing must be held within 60 days of its adoption. In addition, the Growth Management Act, RCW 36.70A.390, states that this Interim Official Control may be effective for one year if a work plan is adopted, and if necessary, may be renewed for one or more six-month period if a subsequent public hearing is held and findings of fact are made prior to each successive renewal. Permanent regulations addressing Permanent Supportive Housing, Transitional Housing, Emergency Housing, and Emergency Shelters will be considered as a component of the Redmond Zoning Code ReWrite.

The Redmond Zoning Code (RZC) ReWrite is a multi-year, multi-phased work plan that provides periodic update to the City's development regulations. Amendments recommending changes to the text of the RZC follow the Type VI Permit Type, defined by RZC 21.76.050.K.

Amendments establishing permanent regulations addressing Permanent Supportive Housing, Transitional Housing, Emergency Housing, and Emergency Shelters will be reviewed by the City's Technical Committee, Planning Commission,

and City Council. The Planning Commission is anticipated to hold its public hearing for this code amendment on December 1, 2021. The City Council's action to adopt the permanent regulations into the RZC is anticipated during the first half of 2022. Communication regarding project milestones and meeting dates will include the following:

- Postings to the City's webpage and the Seattle Times;
- Mail and email to Parties of Record; and
- Email to project stakeholders.

People interested in receiving email and/or mailed communication regarding the permanent code amendment will be able to subscribe to City updates.

A redlined strike-draft of the Interim Official Control is included as Attachment A.

The ordinance, Attachment B, provides for the amendments made by the Interim Official Control to be consolidated with the Redmond Zoning Code Rewrite that will be presented to the Planning Commission for review and recommendation to the Council.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The permanent regulations will include public outreach and an additional public hearing later this year.
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

There is no fiscal impact associated with this proposed amendment to the Redmond Zoning Code. Staff working on this amendment are funded through the adopted budget.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

000250 - Community and Economic Development

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
8/17/2021	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	N/A	N/A

Time Constraints:

A public hearing is within 60 days of the enactment of an Interim Official Control Ordinance. Council approved the Ordinance on August 17, 2021; therefore, the hearing must take place prior to October 16, 2021. If a hearing does not take place within the 60-day time frame the Interim Official Control will cease to be in effect.

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

- A. Redlined strike-draft of the Interim Official Control
- B. Ordinance

FINAL DRAFT PROPOSED AMENDMENTS FOR LEGAL REVIEW:

The following amendments provide new definitions as cross-reference to established definitions of the RCW, per HB-1220.

21.78 Definitions

NEW definitions reflecting requirements of HB-1220:

Emergency Housing. Emergency housing has the same meaning as RCW 36.70A.030 "Emergency housing" and as thereafter amended. *Temporary encampments, as defined by RZC 21.78 Temporary Encampments, are not included in Emergency Housing.*

Emergency Shelter. Emergency shelter has the same meaning as RCW 36.70A.030 "Emergency shelter" and as thereafter amended. *Temporary encampments, as defined by RZC 21.78 Temporary Encampments, are not included in Emergency Shelter.*

Permanent Supportive Housing. Permanent supportive housing has the same meaning as RCW 36.70A.030 "Permanent supportive housing" and as thereafter amended.

Transitional Housing. Transitional housing has the same meaning as RCW 84.36.043 "Transitional housing" and as thereafter amended.

The following amendments provide clarity within individual zoning districts regarding the allowance of Permanent Supportive Housing, Transitional Housing, Emergency Shelters, and Emergency Housing, consistent with the RCW and per HB-1220.

Article I Zone Based Regulations

21.04.030 Comprehensive Allowed Uses Chart.

A. **Generally.** This chart is meant to serve as a compilation of permitted uses within each of the individual zone summaries. It does not include all the specific use limitations or requirements that may apply. Please refer to the individual zone summaries for special use requirements or limitations.

B. **Residential Zones.**

Table 21.04.030A Comprehensive Allowed Uses Chart: Residential Zones ^{1,2}											
<i>Online Users: Click on District Abbreviation to View Map --></i>	<u>UR</u>	<u>RA5</u>	<u>R1</u>	<u>R3</u>	<u>R4, R5</u>	<u>R6</u>	<u>R8</u>	<u>RIN</u>	<u>R12, R18, R20, R30</u>	<u>MDD3</u>	<u>NDD1</u>
Residential											
Detached dwelling unit	P	P	P	P	P	P	P	P	P	P	P
Size-limited dwelling		P	P	P	P	P	P	P	P	P	P
Cottage					P	P	P	P		P	P
Accessory dwelling unit	P	P	P	P	P	P	P	P	P	P	P
Attached dwelling unit					P/C	P/C	P/C	P/C	P/C	P	P
Manufactured home		P	P	P	P	P	P	P	P	P	P
Multifamily structure									P	P	P
Dormitory										P	
Residential suite										P	
Mixed-use residential structure											
Housing services for the elderly									P/C	P	P
Adult family home		P	P	P	P	P	P	P	P	P	P
Long-term care facility									C	P	P
Residential care facility		C	C	C	C	C	C	C	C	P	P
Retirement residence					P/C	P/C	P/C	C	P/C	P	P
General Sales or Service											
...											
Hotels, motels and other accommodation services											
Bed and breakfast inn	P/C	P	P/C	P	P	P	P	P			
Hotel or motel											
...											
Notes:											

Table 21.04.030A Comprehensive Allowed Uses Chart: Residential Zones ^{1,2}											
<i>Online Users: Click on District Abbreviation to View Map --></i>	<u>UR</u>	<u>RA5</u>	<u>R1</u>	<u>R3</u>	<u>R4,</u> <u>R5</u>	<u>R6</u>	<u>R8</u>	<u>RIN</u>	<u>R12,</u> <u>R18,</u> <u>R20,</u> <u>R30</u>	<u>MDD3</u>	<u>NDD1</u>
<p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to chapter RZC 21.60 Emergency Shelter and Emergency Housing.</p>											

C. **Nonresidential Zones.**

Table 21.04.030B Comprehensive Allowed Uses Chart: Nonresidential Zones ^{1,2}											
<i>Online Users: Click on District Abbreviation to View Map --></i>	<u>NC-1</u>	<u>NC-2</u>	<u>GC</u>	<u>BP</u>	<u>MP</u>	<u>I</u>	<u>RR</u>	<u>BCDD1</u>	<u>BCDD2</u>	<u>NDD2,</u> <u>NDD3</u>	<u>MDD4</u>
Residential											
Detached dwelling unit	P	P						P			
Size-limited dwelling	P	P									
Cottage	P	P									
Accessory dwelling unit	P	P									
Attached dwelling unit	P	P									
Manufactured home	P	P									
Multifamily structure	P	P	P					P			
Dormitory											
Residential suite											
Mixed-use residential structure	P	P	P	P							
Housing services for the elderly								P			
Adult family home											
Long-term care facility								P			

Table 21.04.030B											
Comprehensive Allowed Uses Chart: Nonresidential Zones ^{1,2}											
<i>Online Users: Click on District Abbreviation to View Map --></i>	<u>NC-1</u>	<u>NC-2</u>	<u>GC</u>	<u>BP</u>	<u>MP</u>	<u>I</u>	<u>RR</u>	<u>BCDD1</u>	<u>BCDD2</u>	<u>NDD2, NDD3</u>	<u>MDD4</u>
Residential care facility								P			
Retirement residence								P			
General Sales or Service											
...											
Hotels, motels and other accommodation services											
Bed and breakfast inn											
Hotel or motel			P				P				
...											
<u>Notes:</u>											
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.											
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.											

D. **Mixed Use Zones.**

Table 21.04.030C											
Comprehensive Allowed Uses Chart: Mixed Use Zones ^{1,2}											
<i>Online Users: Click on District Abbreviation to View Map --></i>	<u>OT, AP, TWNC, BC, RVT, OV1, VV, CTR, OV2, TR, EH, OV3, SMT, TSQ, RVBD</u>										
Residential											
Detached dwelling unit											

Table 21.04.030C Comprehensive Allowed Uses Chart: Mixed Use Zones ^{1,2}										
Online Users: Click on District Abbreviation to View Map -->	<u>OT,</u>									
	<u>AP,</u>									
	<u>TWNC,</u>									
	<u>BC,</u>	<u>RVT,</u>	<u>OV1,</u>							
	<u>VV,</u>	<u>CTR,</u>	<u>OV2,</u>	OV4	OV5	OBAT	MDD1	MDD2	MDD5	NWDD
	<u>TR,</u>	<u>EH</u>	<u>OV3</u>							
	<u>SMT,</u>									
	<u>TSQ,</u>									
	<u>RVBD</u>									
Size-limited dwelling										
Cottage										
Accessory dwelling unit										
Attached dwelling unit									P	P
Manufactured home										
Multifamily structure	P	P	P	P	P	P	P	P	P	P
Dormitory	P	P	P	P	P	P	P	P	P	
Residential suite	P	P	P	P	P	P	P	P		
Mixed-use residential structure	P	P	P	P	P	P	P	P	P	P
Housing services for the elderly	P	P	P	P	P		P	P	P	
Adult family home										
Long-term care facility	P	P	P	P	P		P	P	P	
Residential care facility	P	P	P	P	P		P	P	P	
Retirement residence	P	P	P	P	P		P	P	P	
General Sales or Service										
...										
Hotels, motels and other accommodation services	P		P	P	P		P	P	P	
Bed and breakfast inn	P		P	P	P		P	P	P	
Hotel or motel	P		P	P	P		P	P	P	

Table 21.04.030C Comprehensive Allowed Uses Chart: Mixed Use Zones ^{1,2}										
Online Users: Click on District Abbreviation to View Map -->	OT,									
	AP,									
	TWNC,									
	BC,	RVT,	OV1,							
	VV,	CTR,	OV2,	OV4	OV5	OBAT	MDD1	MDD2	MDD5	NWDD
	TR,	EH	OV3							
	SMT,									
	TSQ,									
	RVBD									
	...									
Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing. 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.										

21.08.020 RA-5 Semirural Residential.

...

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the RA-5 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.020C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> for specific regulations which may apply.
5	Residential care facility	Dwelling unit (2.0)	A Conditional Use Permit is required
6	Adult family homes		
...			
<u>Notes:</u> 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.			

21.08.030 R-1 Single-Family Constrained Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-1 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.030C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
5	Residential care facility	See Special Regulations	A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)
6	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>			

21.08.040 R-2 Single-Family Constrained Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-2 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.040C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
5	Residential care facility	See Special Regulations	A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)
6	Adult family home	Dwelling unit (2.0)	
...			
Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.			

21.08.050 R-3 Single-Family Constrained Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-3 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.050C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
5	Residential care facility	See Special Regulations	A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)
6	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>			

21.08.060 R-4 Single-Family Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-4 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.060C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods. See RZC 21.08.290 , Cottage Housing Developments, for specific site development requirements and supplemental neighborhood regulations which may apply.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii , <i>Small Lot Short Plats</i> , for specific regulations which may apply.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Education Hill, Grass Lawn, North Redmond, Southeast Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for supplemental neighborhood regulations related to density, design, and review and decision procedures.
7	Manufactured home	Dwelling unit (2.0)	Please see RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.

Table 21.08.060C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370 , <i>Retirement Residences</i> , for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii .
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u> 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>			

21.08.070 RIN (Residential Innovative) Single-Family Urban Residential.

C. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the RIN zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.070B			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	<p>A. Permitted use only in Education Hill, Grass Lawn, North Redmond, Overlake Residential and Willows/Rose Hill neighborhoods.</p> <p>B. Cottage housing in the RIN zone shall comply with the requirements of RZC 21.08.290, <i>Cottage Housing Developments</i>. Site requirements that may be applicable for cottage housing and are not specified in RZC 21.08.290, <i>R-6 Single-Family Urban Residences</i>, such as average lot size, are provided by the zone summary for the R-6 zone. (See RZC 21.08.090.)</p>
3	Size-limited dwelling	Dwelling unit (2.0)	
4	Accessory dwelling unit (ADU)	ADU (1.0)	<p>A. See RZC 21.08.220, <i>Accessory Dwelling Units</i>, for specific regulations which apply to ADUs.</p> <p>B. ADUs are not allowed within Cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.</p>
5	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	<p>A. Permitted use in Education Hill, Grass Lawn, North Redmond, and Overlake neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for all attached dwelling units in all other neighborhoods not listed above.</p> <p>B. Please see RZC 21.08.260, <i>Attached Dwelling Units</i>, for specific neighborhood requirements related to density, design, and review and decision procedures.</p>
6	Manufactured home		See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.

Table 21.08.070B Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
7	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370 , <i>Retirement Residences</i> , for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii .
8	Residential care facility		A Conditional Use Permit is required.
9	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u> 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>			

21.08.080 R-5 Single-Family Urban Residential.

D. ***Allowed Uses and Special Regulations.*** The following table contains special zoning regulations that apply to uses in the R-5 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.080C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii for additional requirements for small lot short plats.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which apply to ADUs. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Education Hill, Grass Lawn, North Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for all attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260 for specific neighborhood requirements related to density, design, and review and decision procedures.
7	Manufactured home		See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which apply to Manufactured Housing
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is

Table 21.08.080C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
			required. See RZC 21.08.370 , <i>Retirement Residences</i> , for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii .
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>			

21.08.090 R-6 Single-Family Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-6 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.090C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Bear Creek, Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii , <i>Small Lot Short Plats</i> , for additional requirements for small lot short plats.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. B. ADUs are not allowed within Cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Bear Creek, Education Hill, Grass Lawn, North Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration project. A Conditional Use Permit is required for attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for supplemental neighborhood regulations related to density, design, and review and decision procedures.
7	Manufactured home		See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is

Table 21.08.090C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
			required. See RZC 21.08.370 , <i>Retirement Residences</i> , for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii .
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>			

21.08.100 R-8 Single-Family Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-8 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.100C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Bear Creek, Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii for additional requirements for small lot short plats.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) 2-bedroom dwelling unit (1.8) 3+- bedroom dwelling unit (2.0)	A. Permitted use in all neighborhoods with the exception of Willows/Rose Hill. B. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration project. C. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
7	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is

Table 21.08.100C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
			required. See RZC 21.08.370 , <i>Retirement Residences</i> , for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii .
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>			

21.08.110 R-12 Multifamily Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-12 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.110C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360 , <i>Retirement Residences</i> , for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)

Table 21.08.110C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
			2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii .
8	Adult family home	Dwelling unit (2.0)	
...			
<u>Notes:</u> 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.			

21.08.120 R-18 Multifamily Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-18 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.120C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	A. See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360 , <i>Retirement Residences</i> , for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)

Table 21.08.120C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
			2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii .
8	Adult family home	Dwelling unit (2.0)	
...			
<u>Notes:</u> 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.			

21.08.130 R-20 Multifamily Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-20 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.130C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360 , <i>Retirement Residences</i> , for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)

Table 21.08.130C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
			2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii .
8	Adult family home	Dwelling unit (2.0)	
...			
<u>Notes:</u> 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.			

21.08.140 R-30 Multifamily Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-30 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.140C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (min. required; max. allowed)	Special Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360 , <i>Retirement Residences</i> , for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)

Table 21.08.140C			
Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (min. required; max. allowed)	Special Regulations
			2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii .
8	Adult family home	Dwelling unit (2.0)	
...			
<u>Notes:</u> 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.			

21.10.030 Old Town (OT) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.10.030C			
Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential¹			
1	Attached dwelling unit, 2-4 units		A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , <i>Downtown Residential Densities Chart</i> .
2	Multifamily Structure, Mixed-Use Residential	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses. Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets, per RZC 21.62.020.F.5 , <i>Ground Floor Residential Uses on Type II Pedestrian Streets</i> , but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , <i>Applicability</i> .
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services ^{1,2}	Rental room (1.0, 1.0)	
...			
<u>Notes:</u>			
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.			
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.			

21.10.040 Anderson Park (AP) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.10.040C			
Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , <i>Downtown Residential Densities Chart</i> . B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, <i>Downtown Pedestrian System</i> , or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 , <i>Ground Floor Residential Uses on Type II Pedestrian Streets</i> . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 .
2	Multifamily Structure, Mixed-Use Residential		
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other	Rental room (1.0, 1.0)	

Table 21.10.040C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
	Accommodation Services ^{1,2}		
...			
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</p>			

21.10.050 Town Center (TWNC) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.10.050C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest	

Table 21.10.050C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
2	Multifamily Structure, Mixed-Use Residential	space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , <i>Downtown Residential Densities Chart</i> . B. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , <i>Applicability</i> .
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services ^{1,2}	Rental room (1.0, 1.0) Conference center space: adequate to accommodate peak use	
...			
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</p>			

21.10.060 Bear Creek (BC), Valley View (VV), and Trestle (TR) Zones.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that

use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.10.060C			
Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , <i>Downtown Residential Densities Chart</i> . Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 , <i>Ground Floor Residential Uses on Type II Pedestrian Streets</i> , but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. B. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , <i>Applicability</i> .
2	Multifamily Structure, Mixed-Use Residential		
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services ^{1,2}	Rental room (1.0, 1.0)	
...			
<u>Notes:</u>			
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.			

Table 21.10.060C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
<p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</p>			

21.10.070 Sammamish Trail (SMT) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.10.070C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the	A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , <i>Downtown Residential Densities Chart</i> . B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per
2	Multifamily Structure, Mixed-Use Residential		

Table 21.10.070C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
		required off-street parking.	RZC 21.62.020.F.5 , <i>Ground Floor Residential Uses on Type II Pedestrian Streets</i> , but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , <i>Applicability</i> .
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services ^{1,2}	Rental room (1.0, 1.0)	
...			
<p>Notes:</p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</p>			

21.10.080 Town Square (TSQ) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.10.080C			
Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	<p>A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B, Downtown Residential Densities Chart.</p> <p>B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C. Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5, Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection.</p> <p>C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020, Applicability.</p>
2	Multifamily Structure, Mixed-Use Residential		
...			
General Sales and Services			
...			
7	Hotels, Motels, and Other Accommodation Services ^{1,2}	Rental room (1.0, 1.0)	
...			
Notes:			
<p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</p>			

21.10.090 River Bend (RVBD) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.10.090C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units	A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , <i>Downtown Residential Densities Chart</i> .
2	Multifamily Structure, Mixed-Use Residential	for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System Map, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except by establishment of an Administrative Design Flexibility per RZC 21.76.070.C . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 .
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services ^{1,2}	Rental room (1.0, 1.0)	
...			
<u>Notes:</u>			

Table 21.10.090C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
<p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</p>			

21.10.100 River Trail (RVT), Carter (CTR), and East Hill (EH) Zones.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.10.100C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	<p>A. Maximum density per lot dependent upon size and width of lot, RZC 21.10.130.B, <i>Downtown Residential Densities Chart</i>.</p> <p>B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility</p>
2	Multifamily Structure, Mixed-Use Residential		

Table 21.10.100C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
			per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , <i>Applicability</i> .
...			
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>			

21.12.040 OV Zone 1.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in Zone 1. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = Land use
3. *Max.* FAR = Maximum floor area ratio
 - a. Base = Maximum FAR without any incentives applied
 - b. w/TDRs or GBP = With transferred development rights (TDRs) or green building and green infrastructure incentive program (GBP)
 - c. w/50% Res. = With 50 percent residential
 - d. w/IP = With incentive program
4. *Min.* Res. Floor Area = Minimum Residential Floor Area
5. *Max.* Height = Maximum Height
 - a. Base = Maximum height without any incentives applied

- b. w/TDRs or GBP = With transferred development rights (TDRs) or green building and green infrastructure incentive program (GBP)
- c. w/IP = With incentive program
- 6. Max. ISR / Min. LSR = Maximum impervious surface / minimum landscaped area
- 7. Parking Ratio = Parking ratio for the use
- 8. Special Regulations = Special regulations that apply to the use

Table 21.12.040B							
Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / 50% Res.; w / IP		Base; w / TDRs or GBP; w / IP			
Residential¹							
1	Multifamily Structure	2.5;	50%	5;	85%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	Maximum building height of nine stories may be achieved through RZC 21.12.170 , <i>OV Incentive Program</i> , on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
2	Mixed-Use Residential	2.5; 2.5; 4		6; 8	/ 15%		
...							
General sales or services							
...							
7	Hotels, Motels and Other Accommodation Services ^{1,2}	1.2; 1.2; 1.2; 1.35	50%	4; 5; 8	85% / 15%	Rental room (1.0, 1.0)	Maximum building height of nine stories may be achieved through RZC 21.12.170 , <i>OV Incentive Program</i> , on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
...							
<u>Notes:</u>							

Table 21.12.040B Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / 50% Res.; w / IP		Base; w / TDRs or GBP; w / IP			
<p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</p>							

21.12.050 OV Zone 2.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in Zone 2. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.12.050B Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / 50% Res.; w / IP		Base; w / TDRs or GBP; w / IP			
Residential¹							
1	Multifamily Structure	2.5;	25%	5;	85%;	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	Maximum building height of nine stories may be achieved through RZC 21.12.170 , <i>OV Incentive Program</i> , on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
2	Mixed-Use Residential	2.5; 2.5; 4.0					
...							
General sales or services							
...							
7	Hotels, Motels and Other Accommodation Services ^{1,2}	1.2; 1.2; 1.2; 1.	25%	4; 5; 8	85%; 15%	Rental room (1.0, 1.0)	Maximum building height of nine stories may be achieved through RZC 21.12.170 , <i>OV Incentive Program</i> , on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
...							
<p>Notes:</p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</p>							

21.12.060 OV Zone 3.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in Zone 3. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.12.060B							
Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / 50% Res.; w / IP		Base; w / TDRs or GBP; w / IP			
Residential¹							
1	Multifamily Structure	2.5; 2.5;	25%	5;	85%; 15%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
2	Mixed-Use Residential	2.5; 4.0		6; 9			
...							
General sales or services							
...							
7	Hotels, Motels and Other	1.2; 1.2;	25%	4; 5; 9	85%; 15%	Rental room (1.0, 1.0)	

Table 21.12.060B Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / 50% Res.; w / IP		Base; w / TDRs or GBP; w / IP			
	Accommodation Services ^{1,2}	1.2; 1.35					
...							
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</p>							

21.12.070 OV Zone 4.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in Zone 4. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

**Table 21.12.070B
Allowed Uses and Basic Development Standards**

§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / IP		Base; w / TDRs or GBP; w / IP			

Residential¹

1	Multifamily Structure						<p>A. An applicant may use an alternate method to calculate the 50 percent minimum residential floor area requirement for a proposed Master Plan. If used, the alternative method shall be described in a Development Agreement for the proposed Master Plan, and shall meet the intent of the 50 percent residential floor area requirement, which is described above in RZC 21.12.070.A, Purpose.</p> <p>B. 2. Height not to exceed 125 feet through Overlake Village Incentive Program.</p>
2	Mixed-Use Residential	2.5; 2.5; 4.0	50%	5; 6; 12	85%; 20%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	

...

General sales or services

...							
7	Hotels, Motels and Other Accommodation Services ^{1,2}	.4; .47; 1.2	50%	4; 5; 12	85%; 20%	Rental room (1.0, 1.0)	Height not to exceed 135 feet through Overlake Village Incentive Program.

...

Notes:
[1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.](#)
[2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.](#)

21.12.080 OV Zone 5.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in Zone 5. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.12.080B							
Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / IP		Base; w / TDRs or GBP; w / IP			
Residential¹							
1	Multifamily Structure	2.5;	0%	5;	85%; 15%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
2	Mixed-Use Residential	2.5; 4.0		5; 5			
...							
General sales or services							
...							
7	Hotels, Motels and Other Accommodation Services ^{1,2}	1.2; 1.2; 1.35	0%	4; 5; 5	85%; 15%	Rental room (1.0, 1.0)	
...							
Notes:							

**Table 21.12.080B
Allowed Uses and Basic Development Standards**

§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / IP		Base; w / TDRs or GBP; w / IP			

1. [Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.](#)

2. [Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.](#)

21.12.210 OBAT Allowed Uses and Basic Development Standards.

A. **Allowed Uses and Basic Development Standards.** The following table (see below) contains the basic zoning regulations that apply to uses in the Overlake Business and Advanced Technology (OBAT) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020, Overview of the Development Process](#), for more information. Uses not listed are not permitted.

Table 21.12.210A OBAT Allowed Uses and Basic Development Standards					
§	Use	Max. FAR	Max. Height	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP	Base; w / TDRs or GBP		
Residential¹					
1	Multifamily Structures			Unit (1.0, 2.25) plus 1 guest space per 4	
2	Mixed-Use Residential	1.0; 1.0	5; 6	units for projects of 6 units or more	
...					
<p><u>Notes:</u> 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>					

21.13.070 MDD1.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in MDD1. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use

4. Special Regulations: Special regulations that apply to the use

Table 21.13.070B			
Allowed Uses and Basic Development Standards			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
Residential¹			
1	Multifamily structure	Unit (1,1.5) plus 1 guest space per 4 units for projects of 6 units or more	
2	Dormitory	Bed (0.5, 0.1)	
...			
General Sales or Service			
...			
7	Hotel, motel or other accommodation services ^{1,2}	Rental room (1,1)	
...			
<p><u>Notes:</u></p> <p><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></p> <p><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></p>			

21.13.080 MDD2.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in MDD2. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to

that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

Table 21.13.080B			
Allowed Uses and Basic Development Standards			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
Residential¹			
1	Multifamily structure	Unit (1,1.5) plus 1 guest space per 4 units for projects of 6 units or more	
2	Dormitory	Bed (0.5, 0.1)	
...			
General Sales or Service			
...			
7	Hotel, motel or other accommodation services ^{1,2}	Rental room (1,1)	
...			
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</p>			

21.13.090 MDD3.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in MDD3. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

Table 21.13.090B			
Allowed Uses and Basic Development Standards: MDD3			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
Residential¹			
1	Detached Dwelling Unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
...			
<p><u>Notes:</u> 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>			

21.13.110 MDD5.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in MDD5. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

Table 21.13.110B			
Allowed Uses and Basic Development Standards			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
Residential¹			
1	Attached dwelling unit	Unit (2, 2)	A. Ground-oriented units only. Permitted only in Ground-Oriented Unit Overlay Area. See Map 13.2, <i>Ground-Oriented Unit Overlay</i> . B. Minimum density: 12 dwelling units per gross acre.
2	Multifamily structure	Ground-oriented units: unit (2, 2) All other structure types: unit (1, 1.5) plus 1 guest space per 4 units for projects of 6 units or more	Ground floor: only ground-oriented units allowed in Ground-Oriented Unit Overlay Area.
...			
Notes:			

Table 21.13.110B Allowed Uses and Basic Development Standards			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
<p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>			

21.13.020 Northeast Design District.

C. Allowed Uses and Basic Development Standards: NDD1.

Table 21.13.020B Allowed Uses and Basic Development Standards: NDD1			
Section	Use	Parking ratio: Unit of Measure (Min. required, Max. allowed)	Regulations
Residential¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Cottage	Dwelling unit (1.5, 2.0)	See RZC 21.08.290 , <i>Cottage Housing Developments</i> , for specific site development requirements and supplemental neighborhood regulations that may apply. No density bonus applies because total development is governed by FAR.
...			
<p><u>Notes:</u> 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>			

21.13.030 Regional Retail Design District.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the Regional Retail Design District (RR) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.13.030C Allowed Uses and Basic Development Standards				
§	Use	Maximum FAR w/o TDRs or GBP; w/TDRs or GBP	Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
General Sales or Services				
...				
16	Hotel or motel ^{1,2}	0.50; 0.60	Assembly uses: 1,000 sq ft gfa (10.0, 10.0), or number of fixed seats (0.2, 0.2) Other uses: Rental room (1.0, 1.0)	
...				
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</p>				

21.14.010 Neighborhood Commercial 1 (NC-1).

E. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the Neighborhood Commercial (NC-1) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.14.010C Allowed Uses and Basic Development Standards			
Section	Use	Parking ratio: unit of measure (required, allowed)	Special Regulations
Residential¹			
1	Residential	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	Nonresidential uses shall abut 188th Avenue NE in Southeast Redmond to provide a physical buffer between residential uses and manufacturing uses and their typical operations. Residential uses, when provided, shall be located to the rear or east of the nonresidential uses that are co-located within the development.
2	Mixed-use residential		
...			
<u>Notes:</u> 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.			

21.14.015 Neighborhood Commercial 2 (NC-2).

E. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the Neighborhood Commercial (NC-2) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC

[21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.14.015C Allowed Uses and Basic Development Standards			
Section	Use	Parking ratio: unit of measure (required, allowed)	Special Regulations
Residential¹			
1	Residential structure	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
	Mixed-use residential structure		
...			
<p><u>Notes:</u> 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>			

21.14.020 General Commercial.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the General Commercial (GC) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.14.020C Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TDR or GBP		
Residential¹					
1	Multifamily structure	3; 4	0.80; 0.90	Studio (1.2, 1.2)	
2	Mixed-use residential structure			1 bedroom (1.5, 1.5)	
		2 bedrooms (1.8, 1.8)			
				3+ bedrooms (2.0, 2.0)	
...					
General sales or services					
...					
21	Hotel or motel ^{1,2}			Rental room (1.0, 1.0)	
...					
<p><u>Notes:</u></p> <p><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></p> <p><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></p>					

21.14.030 Business Park.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the Business Park (BP) zone. To use the chart, read down the

left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.14.030C Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories)	FAR		
		w/o TDR or GBP; w/TDR or GBP	w/o TDR or GBP; w/TDR or GBP		
Residential¹					
1	Mixed-use residential structure	5; 6	0.68; 1.0	Studio (1.2, 1.2) 1 bedroom (1.5, 1.5) 2 bedroom (1.8, 1.8) 3+ bedroom (2.0, 2.0)	
...					
<p><u>Notes:</u> 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>					

21.14.070 Bear Creek Design District.

D. **Allowed Uses and Basic Development Standards.** The following tables contain the basic zoning regulations that apply to uses in the Bear Creek Design District (BCDD) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the

Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information for more information. Uses not listed are not permitted.

Table 21.14.070B							
Allowed Uses and Basic Development Standards: Performance Area 1							
§	Use	Minimum	Maximums			Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Setbacks (ft) for 1- and 2-story, 3-story, and 4-story structures, respectively	Lot coverage; Impervious surface area	Height (stories)	FAR		
Residential¹							
1	Housing services for the elderly	Avondale: 15, 75, 150 Other property lines: 10, 75, 100	30%; 65%	4	0.80	Dwelling unit (1.0, 1.0)	A. Ten percent of the total number of dwelling units (including those built for employees) shall be affordable to individuals or families earning up to 80 percent of area median income. Applicant is allowed to apportion affordable units to buildings as applicant sees fit. B. Applicant is entitled to number of TDRs equal to number of affordable units provided. C. A traffic mitigation plan is required. The plan shall address traffic control, parking management (including mitigation of overflow parking into adjoining residential areas), and traffic movement to the arterial street system.
2	Detached dwelling unit					Studio (1.2, 1.2)	A. Permitted only to house employees and the families of housing services for the elderly.
3	Multifamily structure					1 bedroom (1.5, 1.5)	B. Ten percent of the total number of dwelling units (including those built as housing services for the elderly) shall

Table 21.14.070B							
Allowed Uses and Basic Development Standards: Performance Area 1							
§	Use	Minimum	Maximums			Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Setbacks (ft) for 1- and 2-story, 3-story, and 4-story structures, respectively	Lot coverage; Impervious surface area	Height (stories)	FAR		
						2 bedrooms (1.8, 1.8) 3+ bedrooms (2.0, 2.0)	be affordable to individuals or families earning up to 80 percent of area median income. Applicant is allowed to apportion affordable units to buildings as applicant sees fit. C. Applicant is entitled to number of TDRs equal to number of affordable units provided. D. See RZC 21.20 , <i>Affordable Housing</i> , for additional guidance.
...							
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>							

21.14.080 Northwest Design District.

C. Allowed Uses and Basic Development Standards.

Table 21.14.080B					
Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives	FAR w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives		
Residential¹					
1	Attached dwelling unit, 2-4 units	4	0.68; 1.0	Studio (1.2, 1.2) 1 bedroom (1.5, 1.5) 2 bedrooms (1.8, 1.8)	A. See RZC 21.08.260 , Attached Dwelling Units, for specific regulations related to design, review and decision procedures. B. See RZC 21.20 , <i>Affordable Housing</i> .
2	Multifamily structure			3+ bedrooms (2.0, 2.0) Guest (1 per 4 units)	See RZC 21.20 , <i>Affordable Housing</i> .
3	Mixed-use residential structure	5; 6	0.68; 1.0	A. Non-residential uses shall be included, but not limited to, the ground floor street level. B. See RZC 21.20 , <i>Affordable Housing</i> .	
...					
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>					

NEW REGULATIONS REFLECTING REQUIREMENTS OF HB-1220:

The following amendments provide the special development requirements for permanent supportive housing and transitional housing that are required pursuant to the RCWs to be permitting in all zoning districts where residential dwellings and hotels are allowed.

NEW RZC 21.58 Permanent Supportive Housing and Transitional Housing.

A. Purpose.

The purpose of the permanent supportive housing and transitional housing provisions is to:

1. Support housing stability and individual safety to those experiencing homelessness.
2. Ensure that housing is accessible to all economic segments of the population.

B. Applicability.

The provisions of this section apply to all permanent supportive housing and transitional housing developments in the City.

C. Requirements.

1. Siting and Spacing of Permanent Supportive Housing and Transitional Housing.

The siting and spacing of permanent supportive housing and transitional housing shall be limited to no less than one half mile from all established Permanent Supportive Housing and Transitional Housing.

2. Density.

The density or maximum number of residents for permanent supportive housing and transitional housing shall be limited as follows:

a. Permanent supportive housing and transitional housing located in mixed-use zoning districts in accordance with RZC 21.04.030 Comprehensive Allowed Uses Chart shall be limited to 100 residents unless specifically permitted with additional mitigation measures as part of an Occupancy Agreement.

b. Permanent supportive housing and transitional housing located in residential and nonresidential zoning districts in accordance with RZC 21.04.030 Comprehensive Allowed Uses Chart shall be limited in density and occupancy based on the underlying zoning district within which the use is located.

3. Occupancy Agreement.

a. An occupancy agreement shall be established with the City prior to occupancy of a permanent supportive housing or transitional housing use.

i. Property owners and/or operators shall enter into an agreement with the City in a form that is acceptable to the City.

b. The occupancy agreement shall include but not be limited to the following:

i. Names and contact information for onsite staff.

ii. Description of the services to be provided onsite.

iii. Description of the staffing plan including the following:

A. Number of staff -supporting residents and operations;

B. Certification requirements;

C. Staff training programs;

D. Staff to client ratios; and

E. Roles and responsibilities of all staff.

iv. Program rules and/or code of conduct describing occupant expectations and consequences for failing to comply. The code of conduct shall at a minimum address the following topics:

A. The use or sale of alcohol and illegal drugs;

B. Threatening or unsafe behavior; and

C. Weapon possession.

v. A safety and security plan reviewed and approved by the Redmond Police Department.

vi. A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a "Good Neighbor Agreement Plan").

vii. Description of eligibility for residency and a referral process.

viii. Parking management plan that includes a prohibition of car camping onsite and in designated on-street parking.

The following provides a new cross-reference from the residential portion of the Zoning Code to the new citywide regulations reflecting HB-1220.

NEW 21.08.400 Permanent Supportive Housing and Transitional Housing.

Refer to RZC 21.58 *Permanent Supportive Housing and Transitional Housing*.

The following amendment provides special regulations associated with Emergency Shelters and Emergency Housing, also per HB-1220.

NEW 21.60 Emergency Shelter and Emergency Housing.

A. A short or long-term temporary use permit for emergency shelter or emergency housing shall be valid for the duration of a State of Emergency, per RCW 43.06.200, or as authorized by the Code Administrator based on the following criteria:

1. *Siting and Spacing of Emergency Shelters and Emergency Housing.*

Emergency shelters and emergency housing shall be located no less than 1,000 feet from all established emergency shelters or emergency housing.

2. *Density.*

Individual emergency shelters and emergency housing shall be limited to a maximum number of **occupants** based on the site or structure capacity **to maintain** health, safety, and welfare of the total **number** of permanent residents, temporary residents, and operational staff.

3. *Occupancy Agreement.*

a. An **occupancy** agreement shall be established with the City prior to occupancy of an **emergency housing or emergency shelter** use.

i. Property owners and/or operators shall enter into an agreement with the City in a form that is acceptable to the City.

b. The **occupancy** agreement shall include but not be limited to the following:

i. Names and contact information for onsite staff.

ii. Description of the services to be provided onsite.

iii. Description of the staffing **plan** including the following:

A. Number of staff supporting residents and operations;

B. Certification requirements;

C. Staff training programs;

D. Staff to **client** ratios; and

E. Roles and responsibilities of all staff.

iv. Operational rules and/or code of conduct describing occupant expectations and consequences for failing to comply. The code of conduct shall at a minimum address the following topics:

A. The use or sale of alcohol and illegal drugs;

B. Threatening or unsafe behavior; and

C. Weapon possession.

v. A safety and security plan reviewed and approved by the Redmond Police Department.

4. Notice of Application, Land Use Action Sign, Neighborhood Meeting, and Notification.

The Notice of Application, Land Use Action Sign, neighborhood meeting, and mailed notice shall be waived for emergency shelters and emergency housing established in response to a State of Emergency, per RCW 43.06.200, or as authorized by the Code Administrator.

The following amendment provides a cross-reference from the Temporary Use portion of the Zoning Code to the new citywide regulations associated with Emergency Shelters and Emergency Housing, also per HB-1220.

NEW 21.46.060 Emergency Shelter and Emergency Housing.

Refer to RZC 21.60 Emergency Shelter and Emergency Housing.

CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, IMPOSING AN INTERIM OFFICIAL CONTROL TO AMEND ARTICLE I, ARTICLE II, AND ARTICLE VII OF THE REDMOND ZONING CODE TO ALIGN HOMELESS SHELTER REGULATIONS WITH STATE ADOPTED DEFINITIONS AND TO IMPLEMENT THE PREEMPTION ADOPTED BY HOUSE BILL 1220 THAT ALLOWS PERMANENT SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING IN ALL ZONING DISTRICTS WHERE RESIDENTIAL DWELLINGS AND/OR HOTELS ARE ALLOWED AND TO ALLOW EMERGENCY HOUSING AND EMERGENCY SHELTERS IN ALL ZONING DISTRICTS WHERE HOTELS ARE ALLOWED, SETTING THE DATE FOR A PUBLIC HEARING ON THE INTERIM OFFICIAL CONTROL, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, in 2021, the Washington State Legislature enacted House Bill (HB) 1220, which requires cities like Redmond to allow development of permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed; and

WHEREAS, HB 1220 also requires cities like Redmond to allow emergency housing and indoor emergency shelters in all zoning districts where hotels are allowed; and

WHEREAS, HB 1220 became effective on July 25, 2021 and requires cities to regulate permanent supportive housing and transitional housing consistent with HB 1220 on that date; and

WHEREAS, the City of Redmond's Comprehensive Plan and Zoning Code support and provide provisions for Social Assistance, Welfare, and Charitable Services land uses types; and

WHEREAS, the City of Redmond's Human Services Strategic Plan, Housing Action Plan, and Community Strategic Plan generally support the provision of services and land use types consistent with HB 1220; and

WHEREAS, the City of Redmond's Zoning Code, however, does not define nor clarify provisions through which permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelter consistent with HB 1220; and

WHEREAS, the City of Redmond currently permits residential dwellings in a majority of its zoning districts as identified in RZC Article I Zone Based Regulations, Chapters 21.04 through 21.14; and

WHEREAS, the City of Redmond currently permits hotels in the Anderson Park, Bear Creek, Marymoor Design Districts 1 and 2, Old Town, Overlake Zone 1 through 5, River Bend, Sammamish Trail, Trestle, Town Square, Town Center, and Valley View zoning districts; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 authorize cities to impose interim official controls when action must be taken sooner than compliance with the City's customary public processes allow; and

WHEREAS, these Interim Official Controls are designed to align homeless shelter regulations with state adopted definitions and to implement the preemption adopted by HB 1220 that allows permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed and to allow emergency housing and emergency shelters in all zoning districts where hotels are allowed; and

WHEREAS, without the Interim Official Controls adopted by this ordinance, the Redmond Zoning Code will not be in compliance with state law as of September 30, 2021; and

WHEREAS, there is insufficient time to process the necessary permanent code amendments before September 30, 2021; and

WHEREAS, while the Interim Official Controls are in place, the City will draft permanent regulations to enhance alignment with HB 1220, as the permanent regulations will be reviewed and considered by the City Council and any other relevant boards, commissions, and committees as needed; and

WHEREAS, the City Council desires to adopt the amendments set forth in this ordinance.

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

Section 1. Classification. The amendments set forth by this ordinance are interim amendments of the Redmond Zoning Code and shall apply during the period specified in Section 14 below.

Section 2. Findings. The recitals set forth above constitute the Redmond City Council’s findings justifying the adoption of the interim amendments set forth in this ordinance.

Section 3. Amendments to Redmond Zoning Code (RZC) Chapter 21.04 General Provisions. The provisions of RZC Chapter 21.04, subsection RZC 21.04.030 Comprehensive Allowed Use Chart are amended to read as follows:

A. Generally. This chart is meant to serve as a compilation of permitted uses within each of the individual zone summaries. It does not include all the specific use limitations or requirements that may apply. Please refer to the individual zone summaries for special use requirements or limitations.

B. Residential Zones.

Table 21.04.030A Comprehensive Allowed Uses Chart: Residential Zones ^{1,2}											
Online Users: Click on District Abbreviation to View Map -->	UR	RA5	R1	R3	R4, R5	R6	R8	RIN	R12, R18, R20, R30	MDD3	NDD1
Residential											
Detached dwelling unit	P	P	P	P	P	P	P	P	P	P	P
Size-limited dwelling		P	P	P	P	P	P	P	P	P	P
Cottage					P	P	P	P		P	P
Accessory dwelling unit	P	P	P	P	P	P	P	P	P	P	P
Attached dwelling unit					P/C	P/C	P/C	P/C	P/C	P	P
Manufactured home		P	P	P	P	P	P	P	P	P	P
Multifamily structure									P	P	P
Dormitory										P	
Residential suite										P	
Mixed-use residential structure											

Housing services for the elderly									P/C	P	P
Adult family home		P	P	P	P	P	P	P	P	P	P
Long-term care facility									C	P	P
Residential care facility		C	C	C	C	C	C	C	C	P	P
Retirement residence					P/C	P/C	P/C	C	P/C	P	P
General Sales or Service											
...											
Hotels, motels and other accommodation services											
Bed and breakfast inn	P/C	P	P/C	P	P	P	P	P			
Hotel or motel											
...											
Notes:											
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>											
<u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to chapter RZC 21.57.020 Emergency Shelter and Emergency Housing.</u>											

C. Nonresidential Zones.

Table 21.04.030B Comprehensive Allowed Uses Chart: Nonresidential Zones ^{1,2}											
Online Users: Click on District Abbreviation to View Map -->	NC-1	NC-2	GC	BP	MP	I	RR	BCDD1	BCDD2	NDD2, NDD3	MDD4
Residential											
Detached dwelling unit	P	P						P			
Size-limited dwelling	P	P									
Cottage	P	P									
Accessory dwelling unit	P	P									
Attached dwelling unit	P	P									
Manufactured home	P	P									
Multifamily structure	P	P	P					P			
Dormitory											

Residential suite												
Mixed-use residential structure	P	P	P	P								
Housing services for the elderly								P				
Adult family home												
Long-term care facility								P				
Residential care facility								P				
Retirement residence								P				
General Sales or Service												
...												
Hotels, motels and other accommodation services												
Bed and breakfast inn												
Hotel or motel			P					P				
...												
Notes:												
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.												
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.												

D. Mixed Use Zones.

Table 21.04.030C Comprehensive Allowed Uses Chart: Mixed Use Zones ^{1,2}										
Online Users: Click on District Abbreviation to View Map -->	OT, AP, TWNC, BC, VV, TR, SMT, TSQ, RVBD	RVT, CTR, EH	OV1, OV2, OV3	OV4	OV5	OBAT	MDD1	MDD2	MDD5	NWDD
Residential										
Detached dwelling unit										
Size-limited dwelling										
Cottage										

Accessory dwelling unit										
Attached dwelling unit									P	P
Manufactured home										
Multifamily structure	P	P	P	P	P	P	P	P	P	P
Dormitory	P	P	P	P	P	P	P	P	P	
Residential suite	P	P	P	P	P	P	P	P		
Mixed-use residential structure	P	P	P	P	P	P	P	P	P	P
Housing services for the elderly	P	P	P	P	P		P	P	P	
Adult family home										
Long-term care facility	P	P	P	P	P		P	P	P	
Residential care facility	P	P	P	P	P		P	P	P	
Retirement residence	P	P	P	P	P		P	P	P	
General Sales or Service										
...										
Hotels, motels and other accommodation services	P		P	P	P		P	P	P	
Bed and breakfast inn	P		P	P	P		P	P	P	
Hotel or motel	P		P	P	P		P	P	P	
...										
Notes:										
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.										
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC-21.57.020 Emergency Shelter and Emergency Housing.										

Section 4. Amendments to Redmond Zoning Code (RZC) Chapter 21.08 Residential Regulations. The provisions of RZC Chapter 21.08, subsections RZC 21.08.020.D, RZC 21.08.030.D, RZC 21.08.040.D, 21.08.050.D, 21.08.060.D, 21.08.070.C, 21.08.080.D,

21.08.090.D, 21.08.100.D, 21.08.110.D, 21.08.120.D, 21.08.130.D, and 21.08.140.D are hereby amended to read as follows:

21.08.020 RA-5 Semirural Residential.

...

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the RA-5 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.020C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes for specific regulations which may apply.
5	Residential care facility	Dwelling unit (2.0)	A Conditional Use Permit is required
6	Adult family homes		
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

21.08.030 R-1 Single-Family Constrained Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-1 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.030C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
5	Residential care facility	See Special Regulations	A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)
6	Adult family home	Dwelling unit (2.0)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

21.08.040 R-2 Single-Family Constrained Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-2 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.040C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.

5	Residential care facility	See Special Regulations	A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)
6	Adult family home	Dwelling unit (2.0)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

21.08.050 R-3 Single-Family Constrained Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-3 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.050C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
5	Residential care facility	See Special Regulations	A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)
6	Adult family home	Dwelling unit (2.0)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

21.08.060 R-4 Single-Family Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-4 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.060C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods. See RZC 21.08.290, Cottage Housing Developments, for specific site development requirements and supplemental neighborhood regulations which may apply.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii, Small Lot Short Plats, for specific regulations which may apply.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Education Hill, Grass Lawn, North Redmond, Southeast Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260, Attached Dwelling Units, for supplemental neighborhood regulations related to density, design, and review and decision procedures.
7	Manufactured home	Dwelling unit (2.0)	Please see RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	

...
<p>Notes:</p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</p>

21.08.070 RIN (Residential Innovative) Single-Family Urban Residential.

C. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the RIN zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	A. Permitted use only in Education Hill, Grass Lawn, North Redmond, Overlake Residential and Willows/Rose Hill neighborhoods. B. Cottage housing in the RIN zone shall comply with the requirements of RZC 21.08.290, Cottage Housing Developments. Site requirements that may be applicable for cottage housing and are not specified in RZC 21.08.290, R-6 Single-Family Urban Residences, such as average lot size, are provided by the zone summary for the R-6 zone. (See RZC 21.08.090.)
3	Size-limited dwelling	Dwelling unit (2.0)	
4	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which apply to ADUs. B. ADUs are not allowed within Cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
5	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Education Hill, Grass Lawn, North Redmond, and Overlake neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for all attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific neighborhood requirements related to density, design, and review and decision procedures.
6	Manufactured home		See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.

7	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
8	Residential care facility		A Conditional Use Permit is required.
9	Adult family home	Dwelling unit (2.0)	
...			
Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

21.08.080 R-5 Single-Family Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-5 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii for additional requirements for small lot short plats.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which apply to ADUs. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Education Hill, Grass Lawn, North Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use;

			3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for all attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260 for specific neighborhood requirements related to density, design, and review and decision procedures.
7	Manufactured home		See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which apply to Manufactured Housing
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

21.08.090 R-6 Single-Family Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-6 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.090C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods.

3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Bear Creek, Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii, Small Lot Short Plats, for additional requirements for small lot short plats.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. B. ADUs are not allowed within Cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Bear Creek, Education Hill, Grass Lawn, North Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration project. A Conditional Use Permit is required for attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260, Attached Dwelling Units, for supplemental neighborhood regulations related to density, design, and review and decision procedures.
7	Manufactured home		See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

21.08.100 R-8 Single-Family Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-8 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.100C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Bear Creek, Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii for additional requirements for small lot short plats.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) 2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	A. Permitted use in all neighborhoods with the exception of Willows/Rose Hill. B. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration project. C. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
7	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

21.08.110 R-12 Multifamily Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-12 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.110C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360, Retirement Residences, for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
8	Adult family home	Dwelling unit (2.0)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

21.08.120 R-18 Multifamily Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-18 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.120C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	A. See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360, Retirement Residences, for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25)

			E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
8	Adult family home	Dwelling unit (2.0)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

21.08.130 R-20 Multifamily Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-20 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360, Retirement Residences, for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities.

			D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
8	Adult family home	Dwelling unit (2.0)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

21.08.140 R-30 Multifamily Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-30 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Section	Use	Parking Ratio: unit of measure (min. required; max. allowed)	Special Regulations
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence

			<p>units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360, Retirement Residences, for specific regulations which may apply.</p> <p>B. A Conditional Use Permit is required for Residential Care Facilities.</p> <p>C. A Conditional Use Permit is required for Long-Term Care Facilities.</p> <p>D. Parking requirements are as follows:</p> <ol style="list-style-type: none"> 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) <p>E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.</p>
8	Adult family home	Dwelling unit (2.0)	
...			
<p>Notes:</p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</p>			

Section 5. Amendments to Redmond Zoning Code (RZC) Chapter 21.10 Downtown Regulations. The provisions of RZC Chapter 21.10, subsections RZC 21.10.030.D, 21.10.040.D, 21.10.050.D, 21.10.060.D, 21.10.070.D, 21.10.080.D, 21.10.090.D, and 21.10.100.D are hereby amended to read as follows:

21.10.030 Old Town (OT) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
	Residential ¹		

1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses. Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets, per RZC 21.62.020.F.5 , Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , Applicability.
2	Multifamily Structure, Mixed-Use Residential		
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services ^{1,2}	Rental room (1.0, 1.0)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			
<u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.</u>			

21.10.040 Anderson Park (AP) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.10.040C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential ¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest	

2	Multifamily Structure, Mixed-Use Residential	space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 , Ground Floor Residential Uses on Type II Pedestrian Streets. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 .
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services ^{1,2}	Rental room (1.0, 1.0)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			
<u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.</u>			

21.10.050 Town Center (TWNC) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential ¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more.	A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. B. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , Applicability.
2	Multifamily Structure, Mixed-Use Residential		

		Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services ^{1,2}	Rental room (1.0, 1.0) Conference center space: adequate to accommodate peak use	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			
<u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.</u>			

21.10.060 Bear Creek (BC), Valley View (VV), and Trestle (TR) Zones.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential ¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 , Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection.
2	Multifamily Structure, Mixed-Use Residential		

			B. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , Applicability.
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services ^{1,2}	Rental room (1.0, 1.0)	
...			
Notes:			
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.			
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.			

21.10.070 Sammamish Trail (SMT) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.10.070C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential ¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more.	A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart.
2	Multifamily Structure, Mixed-Use Residential	Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 , Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , Applicability.
...			
General Sales or Service			

...			
7	Hotels, Motels, and Other Accommodation Services ^{1,2}	Rental room (1.0, 1.0)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			
<u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.</u>			

21.10.080 Town Square (TSQ) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.10.080C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential ¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 , Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , Applicability.
2	Multifamily Structure, Mixed-Use Residential		
...			
General Sales and Services			
...			
7	Hotels, Motels, and Other	Rental room (1.0, 1.0)	

	Accommodation Services ^{1,2}		
...			
Notes:			
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.			
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.			

21.10.090 River Bend (RVBD) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.10.090C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential ¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System Map, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except by establishment of an Administrative Design Flexibility per RZC 21.76.070.C . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 .
2	Multifamily Structure, Mixed-Use Residential		
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services ^{1,2}	Rental room (1.0, 1.0)	
...			
Notes:			
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.			

2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.

21.10.100 River Trail (RVT), Carter (CTR), and East Hill (EH) Zones.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.10.100C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential ¹			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, RZC 21.10.130.B , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , Applicability.
2	Multifamily Structure, Mixed-Use Residential		
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

Section 6. Amendments to Redmond Zoning Code (RZC) Chapter 21.12 Overlake Regulations. The provisions of RZC Chapter 21.12, subsections RZC 21.12.040.C, 21.12.050.C, 21.12.060.C,

21.12.070.C, 21.12.080.C, and 21.12.210.A are hereby amended to read as follows:

21.12.040 OV Zone 1.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 1. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = Land use
3. Max. FAR = Maximum floor area ratio
 - a. Base = Maximum FAR without any incentives applied
 - b. w/TDRs or GBP = With transferred development rights (TDRs) or green building and green infrastructure incentive program (GBP)
 - c. w/50% Res. = With 50 percent residential
 - d. w/IP = With incentive program
4. Min. Res. Floor Area = Minimum Residential Floor Area
5. Max. Height = Maximum Height
 - a. Base = Maximum height without any incentives applied
 - b. w/TDRs or GBP = With transferred development rights (TDRs) or green building and green infrastructure incentive program (GBP)
 - c. w/IP = With incentive program
6. Max. ISR / Min. LSR = Maximum impervious surface / minimum landscaped area
7. Parking Ratio = Parking ratio for the use
8. Special Regulations = Special regulations that apply to the use

§	Use	Max. FAR Base; w / TDRs or GBP; w / 50% Res.; w / IP	Min. Res. Floor Area	Max. Height Base; w / TDRs or GBP; w / IP	Max. ISR / Min. LSR	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
Residential ¹							
1	Multifamily Structure	2.5; 2.5;	50%	5; 6;	85% / 15%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program, on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
2	Mixed-Use Residential	2.5; 4		8			
...							

General sales or services							
...							
7	Hotels, Motels and Other Accommodation Services ^{1,2}	1.2; 1.2; 1.2; 1.35	50%	4; 5; 8	85% / 15%	Rental room (1.0, 1.0)	Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program, on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
...							
Notes:							
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.							
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.							

21.12.050 OV Zone 2.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 2. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.12.050B Allowed Uses and Basic Development Standards							
§	Use	Max. FAR Base; w / TDRs or GBP; w / 50% Res.; w / IP	Min. Res. Floor Area	Max. Height Base; w / TDRs or GBP; w / IP	Max. ISR / Min. LSR	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
Residential ¹							
1	Multifamily Structure	2.5; 2.5;	25%	5; 6;	85%; 15%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program, on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
2	Mixed-Use Residential	2.5; 4.0		8			
...							
General sales or services							
...							

7	Hotels, Motels and Other Accommodation Services ^{1,2}	1.2; 1.2; 1.2; 1.	25%	4; 5; 8	85%; 15%	Rental room (1.0, 1.0)	Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program, on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
...							
Notes:							
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>							
<u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.</u>							

21.12.060 OV Zone 3.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 3. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

§	Use	Max. FAR Base; w / TDRs or GBP; w / 50% Res.; w / IP	Min. Res. Floor Area	Max. Height Base; w / TDRs or GBP; w / IP	Max. ISR / Min. LSR	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
Residential ¹							
1	Multifamily Structure	2.5; 2.5;	25%	5; 6;	85%; 15%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
2	Mixed-Use Residential	2.5; 4.0		9			
...							
General sales or services							
...							
7	Hotels, Motels and Other Accommodation Services ^{1,2}	1.2; 1.2; 1.2; 1.35	25%	4; 5; 9	85%; 15%	Rental room (1.0, 1.0)	

...

Notes:
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.

21.12.070 OV Zone 4.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 4. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
Residential ¹							
1	Multifamily Structure	2.5; 2.5;	50%	5; 6;	85%; 20%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	A. An applicant may use an alternate method to calculate the 50 percent minimum residential floor area requirement for a proposed Master Plan. If used, the alternative method shall be described in a Development Agreement for the proposed Master Plan, and shall meet the intent of the 50 percent residential floor area requirement, which is described above in RZC 21.12.070.A, Purpose. B. 2. Height not to exceed 125 feet through Overlake Village Incentive Program.
2	Mixed-Use Residential	4.0		12			
...							
General sales or services							
...							
7	Hotels, Motels and Other Accommodation Services ^{1,2}	.4; .47; 1.2	50%	4; 5; 12	85%; 20%	Rental room (1.0, 1.0)	Height not to exceed 135 feet through Overlake Village Incentive Program.
...							
Notes:							

1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.

21.12.080 OV Zone 5.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 5. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

§	Use	Max. FAR	Min. Res.	Max. Height	Max. ISR	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / IP	Floor Area	Base; w / TDRs or GBP; w / IP	/ Min. LSR		
Residential ¹							
1	Multifamily Structure	2.5; 2.5;	0%	5; 5;	85%; 15%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
2	Mixed-Use Residential	4.0		5			
...							
General sales or services							
...							
7	Hotels, Motels and Other Accommodation Services ^{1,2}	1.2; 1.2; 1.35	0%	4; 5; 5	85%; 15%	Rental room (1.0, 1.0)	
...							
Notes:							
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.							
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.							

21.12.210 OBAT Allowed Uses and Basic Development Standards.

A. Allowed Uses and Basic Development Standards. The following table (see below) contains the basic zoning regulations that apply to uses in the Overlake Business and Advanced Technology (OBAT) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.12.210A OBAT Allowed Uses and Basic Development Standards					
§	Use	Max. FAR	Max. Height	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP	Base; w / TDRs or GBP		
Residential ¹					
1	Multifamily Structures	1.0; 1.0	5; 6	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
2	Mixed-Use Residential				
...					
Notes:					
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.					

Section 7. Amendments to Redmond Zoning Code (RZC) Chapter 21.13 Southeast Redmond Regulations. The provisions of RZC Chapter 21.13, subsections RZC 21.13.020.C, 21.13.030.D, 21.13.070.C, 21.13.080.C, 21.13.090.C, and 21.13.110.C are hereby amended to read as follows:

21.13.020 Northeast Design District.

C. Allowed Uses and Basic Development Standards: NDD1.

Table 21.13.020B Allowed Uses and Basic Development Standards: NDD1			
Section	Use	Parking ratio: Unit of Measure (Min.	Regulations

		required, Max. allowed)	
Residential ¹			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Cottage	Dwelling unit (1.5, 2.0)	See RZC 21.08.290, Cottage Housing Developments, for specific site development requirements and supplemental neighborhood regulations that may apply. No density bonus applies because total development is governed by FAR.
...			
Notes:			
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.			

21.13.030 Regional Retail Design District.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the Regional Retail Design District (RR) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.13.030C Allowed Uses and Basic Development Standards				
§	Use	Maximum FAR w/o TDRs or GBP; w/TDRs or GBP	Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
General Sales or Services				
...				
16	Hotel or motel ^{1,2}	0.50; 0.60	Assembly uses: 1,000 sq ft gfa (10.0, 10.0), or number of fixed seats (0.2, 0.2) Other uses: Rental room (1.0, 1.0)	
...				
Notes:				
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.				

2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.

21.13.070 MDD1.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in MDD1. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

Table 21.13.070B Allowed Uses and Basic Development Standards			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
Residential ¹			
1	Multifamily structure	Unit (1,1.5) plus 1 guest space per 4 units for projects of 6 units or more	
2	Dormitory	Bed (0.5, 0.1)	
...			
General Sales or Service			
...			
7	Hotel, motel or other accommodation services ^{1,2}	Rental room (1,1)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			
<u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.</u>			

21.13.080 MDD2.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in MDD2. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

Table 21.13.080B Allowed Uses and Basic Development Standards			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
Residential ¹			
1	Multifamily structure	Unit (1,1.5) plus 1 guest space per 4 units for projects of 6 units or more	
2	Dormitory	Bed (0.5, 0.1)	
...			
General Sales or Service			
...			
7	Hotel, motel or other accommodation services ^{1,2}	Rental room (1,1)	
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			
<u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.</u>			

21.13.090 MDD3.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in MDD3. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are

permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

Table 21.13.090B Allowed Uses and Basic Development Standards: MDD3			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
Residential ¹			
1	Detached Dwelling Unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

21.13.110 MDD5.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in MDD5. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

Table 21.13.110B Allowed Uses and Basic Development Standards			
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§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
Residential ¹			
1	Attached dwelling unit	Unit (2, 2)	A. Ground-oriented units only. Permitted only in Ground-Oriented Unit Overlay Area. See Map 13.2, Ground-Oriented Unit Overlay. B. Minimum density: 12 dwelling units per gross acre.
2	Multifamily structure	Ground-oriented units: unit (2, 2) All other structure types: unit (1, 1.5) plus 1 guest space per 4 units for projects of 6 units or more	Ground floor: only ground-oriented units allowed in Ground-Oriented Unit Overlay Area.
...			
Notes:			
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>			

Section 8. Amendments to Redmond Zoning Code (RZC) Chapter 21.14 Commercial Regulations. The provisions of RZC Chapter 21.13, subsections RZC 21.14.010.E, 21.14.015.E, 21.14.020.D, 21.14.030.D, 21.14.070.D, and 21.14.080.C are hereby amended to read as follows:

21.14.010 Neighborhood Commercial 1 (NC-1).

E. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the Neighborhood Commercial (NC-1) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Section	Use	Parking ratio: unit of measure (required, allowed)	Special Regulations
Residential ¹			
1	Residential	Unit (1.0, 2.25) plus 1	Nonresidential uses shall abut 188th Avenue NE in Southeast Redmond to provide a physical buffer between residential uses
2	Mixed-use residential	guest space per 4	

		units for projects of 6 units or more	and manufacturing uses and their typical operations. Residential uses, when provided, shall be located to the rear or east of the nonresidential uses that are co-located within the development.
...			
Notes:			
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.			

21.14.015 Neighborhood Commercial 2 (NC-2).

E. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the Neighborhood Commercial (NC-2) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.14.015C Allowed Uses and Basic Development Standards			
Section	Use	Parking ratio: unit of measure (required, allowed)	Special Regulations
Residential ¹			
1	Residential structure	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
	Mixed-use residential structure		
...			
Notes:			
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.			

21.14.020 General Commercial.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the General Commercial (GC) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.14.020C Allowed Uses and Basic Development Standards			
Section	Use	Maximums	Special Regulations

		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TDR or GBP	Parking ratio: unit of measure (min. required, max. allowed)	
Residential ¹					
1	Multifamily structure	3; 4	0.80; 0.90	Studio (1.2, 1.2) 1 bedroom (1.5, 1.5)	
2	Mixed-use residential structure			2 bedrooms (1.8, 1.8) 3+ bedrooms (2.0, 2.0)	
...					
General sales or services					
...					
21	Hotel or motel ^{1,2}			Rental room (1.0, 1.0)	
...					
Notes:					
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.					
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.57.020 Emergency Shelter and Emergency Housing.					

21.14.030 Business Park.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the Business Park (BP) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.14.030C Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TDR or GBP		
Residential ¹					
1	Mixed-use residential structure	5; 6	0.68; 1.0	Studio (1.2, 1.2) 1 bedroom (1.5, 1.5)	

				2 bedroom (1.8, 1.8) 3+ bedroom (2.0, 2.0)	
...					
Notes:					
<u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</u>					

21.14.070 Bear Creek Design District.

D. Allowed Uses and Basic Development Standards. The following tables contain the basic zoning regulations that apply to uses in the Bear Creek Design District (BCDD) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information for more information. Uses not listed are not permitted.

Table 21.14.070B Allowed Uses and Basic Development Standards: Performance Area 1							
§	Use	Minimum	Maximums			Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Setbacks (ft) for 1- and 2-story, 3-story, and 4-story structures, respectively	Lot coverage; Impervious surface area	Height (stories)	FAR		
Residential ¹							
1	Housing services for the elderly	Avondale: 15, 75, 150 Other property lines: 10, 75, 100	30%; 65%	4	0.80	Dwelling unit (1.0, 1.0)	A. Ten percent of the total number of dwelling units (including those built for employees) shall be affordable to individuals or families earning up to 80 percent of area median income. Applicant is allowed to apportion affordable units to buildings as applicant sees fit. B. Applicant is entitled to number of TDRs equal to number of affordable units provided. C. A traffic mitigation plan is required. The plan shall address traffic control, parking management (including mitigation of overflow parking into adjoining residential areas), and traffic movement to the arterial street system.
2	Detached dwelling unit					Studio (1.2, 1.2)	A. Permitted only to house employees and the families of housing services for the elderly.

3	Multifamily structure					1 bedroom (1.5, 1.5) 2 bedrooms (1.8, 1.8) 3+ bedrooms (2.0, 2.0)	B. Ten percent of the total number of dwelling units (including those built as housing services for the elderly) shall be affordable to individuals or families earning up to 80 percent of area median income. Applicant is allowed to apportion affordable units to buildings as applicant sees fit. C. Applicant is entitled to number of TDRs equal to number of affordable units provided. D. See RZC 21.20, Affordable Housing, for additional guidance.
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...

Notes:

1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.

21.14.080 Northwest Design District.

C. Allowed Uses and Basic Development Standards.

Table 21.14.080B Allowed Uses and Basic Development Standards						
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations	
		Height (stories) w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives	FAR w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives			
Residential ¹						
1	Attached dwelling unit, 2-4 units	4	0.68; 1.0	Studio (1.2, 1.2) 1 bedroom (1.5, 1.5)	A. See RZC 21.08.260, Attached Dwelling Units, for specific regulations related to design, review and decision procedures. B. See RZC 21.20, Affordable Housing.	

Table 21.14.080B
 Allowed Uses and Basic Development Standards

Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives	FAR w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives		
2	Multifamily structure			2 bedrooms (1.8, 1.8) 3+ bedrooms (2.0, 2.0) Guest (1 per 4 units)	See RZC 21.20, Affordable Housing.
3	Mixed-use residential structure	5; 6	0.68; 1.0	A. Non-residential uses shall be included, but not limited to, the ground floor street level. B. See RZC 21.20, Affordable Housing.	
...					
<p>Notes:</p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.</p>					

Section 9. Amendments to Redmond Zoning Code (RZC)

Article II Citywide Regulations. The provisions of RZC Article II

are hereby amended to include the new provisions of chapter RZC 21.57 Permanent Supportive Housing, Transitional Housing, Emergency Shelters, and Emergency Housing as follows:

NEW CHAPTER 21.57 Permanent Supportive Housing, Transitional Housing, Emergency Shelters, and Emergency Housing.

NEW SECTION. RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.

A. Purpose.

The purpose of the permanent supportive housing and transitional housing provisions is to:

- 1. Support housing stability and individual safety to those experiencing homelessness.**
- 2. Ensure that housing is accessible to all economic segments of the population.**

B. Applicability.

The provisions of this section apply to all permanent supportive housing and transitional housing developments in the City.

C. Requirements.

1. Siting and Spacing of Permanent Supportive Housing and Transitional Housing.

The siting and spacing of permanent supportive housing and transitional housing shall be limited to no less than one half mile from any established Permanent Supportive Housing and Transitional Housing.

2. Density.

The density or maximum number of residents for permanent supportive housing and transitional housing shall be limited as follows:

a. Permanent supportive housing and transitional housing located in mixed-use zoning districts in accordance with section 21.04.030 Comprehensive Allowed Uses Chart shall be limited to 100 residents unless agreed upon with additional mitigation measures as part of an Occupancy Agreement.

b. Permanent supportive housing and transitional housing located in residential and nonresidential zoning districts in accordance with section 21.04.030 Comprehensive Allowed Uses Chart shall be limited in density

and occupancy based on the underlying zoning district in which the use is proposed.

3. Occupancy Agreement.

a. An occupancy agreement shall be established with the City prior to occupancy of a permanent supportive housing or transitional housing use:

i. Property owners and operators shall enter into an agreement with the City in a form that is acceptable to the City.

b. The occupancy agreement shall include but not be limited to the following:

i. Names and contact information for onsite staff.

ii. Description of the services to be provided onsite.

iii. Description of the staffing plan including the following:

A. Number of staff supporting residents and operations;

B. Certification requirements;

C. Staff training programs;

D. Staff to client ratios; and

E. Roles and responsibilities of all staff.

iv. Program rules and/or code of conduct describing occupant expectation and consequences for failing to comply. The code of conduct shall at a minimum address the following topics:

A. The use or sale of alcohol and illegal drugs;

B. Threatening or unsafe behavior; and

C. Weapon possession.

v. Safety and security plan reviewed and approved by the Redmond Police Department.

vi. A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a "Good Neighbor Agreement Plan")

vii. Description of eligibility for residency and a referral process.

viii. Parking management plan that includes a prohibition of car camping onsite and in designated on-street parking.

Section 10. Amendments to Redmond Zoning Code (RZC)

Article II Citywide Regulations. The provisions of RZC Article II are hereby amended to include the new provisions of chapter RZC

21.57.020 Emergency Shelter and Emergency Housing as follows:

NEW SECTION. 21.57.020 Emergency Shelter and Emergency Housing.

A. A short or long-term temporary use permit for emergency shelter or emergency housing shall be valid for the duration of a State of Emergency, per RCW 43.06.200, or as authorized by the Code Administrator based on the following criteria:

1. Siting and Spacing of Emergency Shelters and Emergency Housing.

Emergency shelters and emergency housing shall be located no less than 1,000 feet from any established emergency shelters or emergency housing.

2. Density.

Individual emergency shelters and emergency housing shall be limited to a maximum number of occupants based on the site or structure capacity to maintain health, safety, and welfare of the total of permanent residents, temporary residents, and operational staff.

3. Occupancy Agreement.

a. An occupancy agreement shall be established with the City prior to occupancy of an emergency shelters or emergency housing use:

i. Property owners and operators shall enter into an agreement with the City in a form that is acceptable to the City.

b. The occupancy agreement shall include but not be limited to the following:

i. Name and contact information for onsite staff.

ii. Description of the services to be provided onsite.

iii. Description of the staffing including the following:

A. Number of staff supporting residents and operations;

B. Certification requirements;

C. Staff training programs;

D. Staff to client ratios; and

E. Roles and responsibilities of all staff.

iv. Operational rules and/or code of conduct describing occupant expectations and consequences for failing to comply. The code of conduct shall at a minimum address the following topics:

A. The use or sale of alcohol and illegal drugs;

B. Threatening or unsafe behavior; and

C. Weapon possession.

v. Safety and security plan reviewed and approved by the Redmond Police Department.

4. Notice of Application, Land Use Action Sign, Neighborhood Meeting, and Notification.

The Notice of Application, Land Use Action Sign, neighborhood meeting, and mailed notice shall be waived for emergency shelters and emergency housing established in response to a State of Emergency, per RCW 43.06.200, or as authorized by the Code Administrator.

Section 11. Amendments to Redmond Zoning Code (RZC) 21.08

Residential Regulations. The provisions of RZC Chapter 21.08 are hereby amended to include the new provisions of section RZC 21.08.400 Permanent Supportive Housing and Transitional Housing as follows:

NEW SECTION. 21.08.400 Permanent Supportive Housing and Transitional Housing.

Refer to RZC 21.57.010 Permanent Supportive Housing and Transitional Housing.

Section 12. Amendments to Redmond Zoning Code (RZC) 21.46

Temporary Uses. The provisions of RZC Chapter 21.46 are hereby amended to include the new provisions of section RZC 21.46.060 Emergency Shelter and Emergency Housing as follows:

NEW SECTION. 21.46.060 Emergency Shelter and Emergency Housing.

Refer to RZC 21.57.020 Emergency Shelter and Emergency Housing.

Section 13. Amendments to Redmond Zoning Code (RZC) 21.78 Definitions. The provisions of RZC Chapter 21.78, subsections E Definitions, P Definitions, and T Definitions are hereby amended to include the new provision of definitions as follows:

NEW SECTION. Emergency Housing. Emergency housing has the same meaning as RCW 36.70A.030 “Emergency housing” and as thereafter amended. Temporary encampments, as defined by RZC 21.78 Temporary Encampments, are not included in Emergency Housing.

NEW SECTION. Emergency Shelter. Emergency shelter has the same meaning as RCW 36.70A.030 “Emergency shelter” and as thereafter amended. Temporary encampments, as defined by RZC 21.78 Temporary Encampments, are not included in Emergency Shelter.

NEW SECTION. Permanent Supportive Housing. Permanent supportive housing has the same meaning as RCW 36.70A.030 “Permanent supportive housing” and as thereafter amended.

NEW SECTION. Transitional Housing. Transitional housing has the same meaning as RCW 84.36.043 “Transitional housing” and as thereafter amended.

Section 14. Interim Nature of Regulations - Time Limit. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the amendments made by Sections 3 - 13 of this ordinance are an Interim Official Controls. The amendments shall be in effect for a period of one year from the date this ordinance becomes effective and shall thereafter expire, unless the same are extended as provided by law or unless more permanent regulations are adopted.

Section 15. Work Plan Adopted. The Planning and Community Development Department is currently preparing an update to the Redmond Zoning Code that will soon be presented to the Redmond Planning Commission and then to the Redmond City Council in the

first quarter of 2022. The amendments adopted by this Interim Official Control shall be consolidated with the Zoning Code update and processed concurrently.

Section 16. Public Hearing. The Redmond City Council will hold a public hearing on the Interim Official Control adopted by this ordinance on October 5, 2021 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the City Council chambers at Redmond City Hall, 15670 NE 85th Street, Redmond, Washington. Notice of the public hearing shall be published in the City's official newspaper in the manner prescribed for Type VI hearings under the Redmond Zoning Code.

Section 17. Transmittal to Department of Commerce. Pursuant to RCW 36.70A.106, a copy of this ordinance shall be transmitted to the Washington State Department of Commerce.

Section 18. Final Ordinance. City staff is hereby directed to complete preparation of the final ordinance, including correction of any typographical or scrivener's error.

Section 19. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 20. Effective Date. This ordinance shall become effective 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 17 day of August, 2021.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, CMC, 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.