

City of Redmond



Agenda

Business Meeting

Tuesday, July 19, 2022

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

Jessica Forsythe, President

Vanessa Kritzer, Vice President

Jeralée Anderson

David Carson

Steve Fields

Varisha Khan

Melissa Stuart

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.

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

- A. PROCLAMATION: Derby Days Appreciation

[Proclamation](#)

II. ITEMS FROM THE AUDIENCE

Members of the public may address the City Council, on any topic, for a maximum of four minutes per person. Please use the speaker sign up sheet located at the entry of the City Hall Council Chambers provided 30 minutes prior to the meeting, up to the start of the meeting.

In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting for the remote comment registration form.

Written comment may be emailed to cityclerk@redmond.gov by 2 pm on the day of the meeting (500 word limit - please label your comment as "Items from the Audience"). Comments will be distributed to the City Council and entered into the record. Comments will not be read during the meeting.

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: July 5, 2022, Regular Business Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for July 5, 2022](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Council Payroll Check Approval Register, June 30, 2022](#)

[Payroll Check Approval Register, July 8, 2022](#)

[Check Approval Register, July 19, 2022](#)

3. [AM No. 22-103](#) Adoption of a Resolution Endorsing Vision Zero

a. Resolution No. 1559: A Resolution of the City Council of the City of Redmond, Washington, Endorsing Vision Zero to Strive to Achieve Zero Traffic Deaths and

Serious Injuries on Redmond Streets and Directing the Administration to Review the Comprehensive Plan and Transportation Master Plan to Determine what Updates, Revisions, or Additional Policies are Warranted to Advance Redmond's Vision Zero Goals

Departments: Executive, Planning, Public Works, Police, Fire

[Attachment A: Vision Zero Resolution](#)

Legislative History

6/21/22 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

4. [**AM No. 22-104**](#) Approval of the 2022-2024 Collective Bargaining Agreement between City of Redmond and Teamsters Local No. 117 representing Law Enforcement Officers and Adoption of an Ordinance Amending the 2022 and 2023 Pay Plan

a. Ordinance No. 3088: An Ordinance of the City of Redmond, Washington, Amending the 2022 and 2023 P Pay Plan for Employees Covered by the Teamsters Local Union No. 117 Representing Law Enforcement Officers

Department: Human Resources

[Attachment A: Teamsters LEOs 2022-2024 Final Contract Redline](#)

[Attachment B: Summary of Major Changes to Teamsters LEOs Contract](#)

[Attachment C: Ordinance](#)

[Exhibit 1 - 2022 Teamsters LEOs PAY PLAN P](#)

[Exhibit 2 - 2023 Teamsters LEOs PAY PLAN P](#)

5. [**AM No. 22-105**](#) Acceptance of King County WaterWorks Grant for the Tosh Creek Watershed in the Amount of \$55,500

Department: Public Works

[Agenda Memo](#)

[Attachment A: King County Grant Agreement](#)

[Attachment B: Budget Details](#)

[Attachment C: Watershed Map](#)

Legislative History

7/5/22 Committee of the Whole - referred to the City Council
Planning and Public Works

6. [AM No. 22-106](#) Approval of an Ordinance for Revisions to Redmond Municipal Code (RMC) 15.04-Flood Control

a. Ordinance No. 3089: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code (RMC)15.04-Flood Control, to Clarify that All New, Substantially Improved or Reconstructed Buildings Within the 100-Year Floodplain Must be Constructed so that the Lowest Inhabitable Floor and Mechanical Equipment are At Least One Foot Above the “Base Flood Elevation (BFE)”

Department: Public Works

[Attachment A: Ordinance](#)

Legislative History

7/5/22 Committee of the Whole - referred to the City Council
Planning and Public Works

7. [AM No. 22-107](#) Award Bid and Approve Consultant Services Agreement Supplement 1 for Water Pressure Reducing Valve (PRV) Replacements

Department: Public Works

[Attachment A: Vicinity Map](#)

[Attachment B: Additional Project Information](#)

[Attachment C: Supplemental Consultant Agreement 1](#)

Legislative History

7/5/22 Committee of the Whole - referred to the City Council
Planning and Public Works

8. [AM No. 22-108](#) Approval of Unauthorized Tree Removal Penalties and Updated Tree Replacement Base Fees

a. Ordinance No. 3090: An Ordinance of the City Of Redmond, Washington Amending Redmond Municipal Code Chapter 1.14, Enforcement and Penalties, and Amending Tree Replacement Base Fees on the Planning Department Fees Schedule; Providing for Severability and Establishing an Effective Date

Department: Planning and Community Development[Attachment A: Ordinance](#)**Legislative History**

6/28/22 Committee of the Whole - presented
Parks and Environmental
Sustainability

9. [AM No. 22-109](#) Approve Final Contract with Ohno Construction in the Amount of \$1,634,974, and Accept Construction for the Westside Park Renovation Project

Department: Parks and Recreation

[Attachment A: Vicinity Map](#)[Attachment B: Additional Project Information](#)

10. [AM No. 22-110](#) Award of Bid to CDK Construction Services, Inc., in the Amount of \$720,195, for the Redmond Maintenance Operations Center - Plumbing and ADA Upgrades Project and Increase the Total Funding for this Project from \$550,000 to \$1,132,632

Department: Public Works, Parks and Recreation

[Attachment A: Vicinity Map](#)[Attachment B: Additional Project Information](#)[Attachment C: Planned Improvements](#)

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. Staff Reports

- a. [AM No. 22-111](#) Redmond 2050 Quarterly Update - Third Quarter 2022

Department: Planning and Community Development

[Attachment A: Overview](#)[Attachment B: DEIS Summary Report Card](#)[Attachment C: Presentation](#)

2. Ombudsperson Report

Anderson

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

- A. [AM No. 22-112](#) Adoption of an Ordinance Creating a new Chapter 9.54 of the Redmond Municipal Code to Adopt Tenant Protections

1. Ordinance No. 3091: An Ordinance of the City of Redmond, Washington, Creating a New Chapter 9.54 of the Redmond Municipal Code to Adopt Tenant Protections Increasing Notice for Rent Increases, Capping Late Fees, Capping Move-In Fees and Deposits, and Authorizing Tenant Payment Plans; Providing for Severability; and Establishing an Effective Date

Department: Planning and Community Development

[Attachment A: ARCH Letter and Executive Board Resolution](#)

[Attachment B: Ordinance](#)

Legislative History

6/21/22	Committee of the Whole - Public Safety and Human Services	referred to the City Council
7/5/22	City Council	referred to the Committee of the Whole - Finance, Administration, and Communications
7/12/22	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

- B. [AM No. 22-113](#) Adoption of a Resolution for the Comprehensive Public Safety Ballot Measure

1. Resolution No. 1560: A Resolution of the City Council of the City Of Redmond, Washington, Providing for the Submission to the Qualified Electors of the City at the November 8, 2022 Election of a Proposition Authorizing an Increase in the Regular Property Tax Levy in Excess of the Increase Otherwise Allowed Under Chapter 84.55 RCW for Public Safety Purposes;

Providing for an Increase of \$0.366 Per \$1,000 of Assessed Valuation for a Total Levy Rate of \$1.36 Per \$1,000 of Assessed Valuation to be Collected in 2023; Providing for Increases in the Annual Levy Amount to be Collected in Each of the Five Succeeding Calendar Years (2024-2028) Equal to Five Percent (5%); Providing that the Dollar Amount of the 2028 Levy be Used to Compute the Maximum Levy Amount that May be Imposed and Collected in Years After 2028; Requesting that the Director of King County Elections Place the Proposition on the November 8, 2022 Election, and Fixing the Time when the Same Shall Become Effective

Department: Police, Fire, Finance, Executive

[Attachment A: Ballot Resolution](#)

[Attachment B: Explanatory Statement](#)

[Attachment C: Question and Answer Matrix](#)

[Attachment D: Redmond Safety Funding Plan 6.28.22](#)

[Study Session Presentation](#)

[Attachment E: Public Safety Survey Topline Results](#)

[Attachment F: LetsConnect Summary](#)

Legislative History

6/28/22	City Council	referred to the City Council Study Session
7/12/22	City Council	referred to the City Council

- C. [AM No. 22-114](#) Approval of Pro/Con Committee Appointments

Department: Executive

- D. [AM No. 22-115](#) Acceptance of Grant Award of \$50,000 from the Washington Auto Theft Prevention Authority for STARCHASE Pursuit Alternative

Department: Police

[Attachment A: Presentation](#)

[Attachment B: ACLU Updated Statement](#)

VII. EXECUTIVE SESSION

- A. To Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase [RCW 42.30.110(1)(b)] - 20 mins

VIII. ADJOURNMENT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 7/19/2022
Meeting of: City Council
Day

File No. SPC 22-079
Type: Special Orders of the

PROCLAMATION: Derby Days Appreciation

PROCLAMATION

- WHEREAS,** after a two-year pandemic delay, the City of Redmond recently enjoyed another successful edition of the long-running annual tradition of Derby Days and would like to thank the many people and organizations who made it possible; and
- WHEREAS,** this beloved community event in Redmond kicked off in 1939 to help raise money for downtown holiday decorations and school athletic equipment.
- WHEREAS,** this year's theme of Derby Days was environmental sustainability. Several environmental-friendly components of the event included food vendors using 100% compostable service ware, recycling and composting, an emissions-free grand parade, and water bottle refill stations among many other activities; and
- WHEREAS,** residents were treated to the region's first unique and one-of-a-kind community drone light show. Aided by the leadership of Redmond's Council President Jessica Forsythe, who first raised the idea and pulled off by the talents of Verge Aero with an assist from Paul Dietz of The Animatronics Workshop; and
- WHEREAS,** Redmond invests in artists by hosting over 50 regional artisans in a brand-new Craft Marketplace curated by Urban Craft Uprising. Redmond also celebrates and represents our diverse community through music and dance on both the kids and main stages, curated by Artist Home, including highlighting youth on the main stage for the ROCK-A-THON: Teen Battle of the Bands organized by The Old Firehouse Teen Center; and
- WHEREAS,** Redmond continues to honor Derby Day's legacy as a bike centered event by partnering with the Jerry Baker Memorial Velodrome at Marymoor Park; and
- WHEREAS,** a community event requires loyal, committed sponsors, and without them none of this would have been possible, so we would like to thank Amazon, BECU, Cascade Water Alliance, Experience Redmond, Jerry Baker Memorial Velodrome, Joe's Garage Coffee, Landmark Roofing, Microsoft, Nicole Lamphier State Farm Insurance, Sotheby's International Realty, Sound Transit, South West Plumbing, and Waste Management.
- WHEREAS,** City of Redmond staff worked long and hard in planning and successfully executing this event. A huge debt of gratitude is owed to all who worked to make Derby Days a smooth and positive experience for all who attended; and



Redmond
WASHINGTON

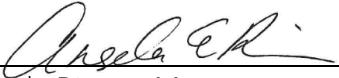
**Connected Community
Enhanced Livability
Environmental Sustainability**

WHEREAS, last but certainly not least, we would like to thank the Redmond community who showed up in huge numbers, volunteered, and made this event a great success. Thank you for supporting your city and this wonderful community event.

THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, do hereby proclaim July 19, 2022 as,

DERBY DAYS APPRECIATION DAY

In Redmond, and I thank all who were involved in making this event special for our residents and visitors.



Angela Birney, Mayor

July 19, 2022

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: 7/19/2022
Meeting of: City Council

File No. SPC 22-076
Type: Minutes

Approval of the Minutes: July 5, 2022, Regular Business Meeting (recordings are available at Redmond.gov/rctv)

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 remote. Councilmembers present and establishing a quorum were: Anderson, Carson, Fields, Khan, Kritzer and Stuart.

MOTION: Councilmember Kritzer moved to excuse Councilmember Forsythe from attendance at the meeting. The motion was seconded by Councilmember Carson.

VOTE: The motion passed without objection. (6 - 0)

ITEMS FROM THE AUDIENCE

Mayor Birney opened Items from the Audience at this time. The following persons spoke:

- Fernando Medina Cory, Felix M, Kraig Peck, Angela Nuevacamina, Matt Gliboff, Guillermo Rivera, Ariel Gliboff, Matt Gleason, Lebny, Sayaan, Charity Levitt, Katie Wilson, Ning Tan, Andrew Lingbloom, Kathleen Reynolds - in support of the proposed tenant protections;
- Debbie Lacy and Joy Randall - in support of tenant protections and commented regarding the proposed levy;
- Gary Smith - tree regulations;
- Tom Markl - not in support of tenant protections as proposed;
- Susan Cozzens - concerns regarding the proposed levy and supports using a community responder model;
- Susan McVety-Baker - veterans housing program and working together to help keep people housed;
- Rosemarie Ives - in opposition to the proposed levy;
- David Morton - increase in carbon emissions and fossil fuel use, and cheaper renewable energy;
- Patrick Woodruff - support of Redmond Town Center amendments;

The following person submitted written only comment:

- Matt Scudder - support for tenant protections.

CONSENT AGENDA

MOTION: Councilmember Anderson moved to approve the Consent Agenda. The motion was seconded by Councilmember Kritzer.

1. Approval of the Minutes: June 21, 2022, Regular Meeting

2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#187276 through #187319
#132149 through #132887
#1458 through #1462

\$4,064,257.96

CLAIMS CHECKS:

#440023 through #440241

\$3,799,229.34

3. AM No. 22-096¹: Approval of the 2021-22 Comprehensive Plan Amendment Docket Ordinances

- a. Ordinance No. 3084: An Ordinance of the City of Redmond, Washington Amending the Shoreline Master Program Element of the Redmond Comprehensive Plan to Implement Updates to the Shoreline Environments Map and Associated Text Under A. Shoreline Environment Designations, Introduction; and Amending the Land Use Element of the Redmond Comprehensive Plan to Implement Updates to Map LU-1, Comprehensive Land Use Map, to Reflect the Proposed Evans Creek Relocation Alignment and Current Land Uses; Providing for Severability and Establishing an Effective Date
- b. Ordinance No. 3085: An Ordinance of the City of Redmond, Washington Amending Article I of the Redmond Zoning Code to Implement Updates to RZC 21.04.020, Zoning Map; Providing for Severability and Establishing an Effective Date
- c. Ordinance No. 3086: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan Urban Centers Element Concerning the Town Center Zone (LAND 2021 00266), Providing for

¹ This item was removed from the Consent Agenda and was discussed separately.

- Severability, and Establishing an Effective Date
- d. Ordinance No. 3087: An Ordinance of the City of Redmond, Washington, Concluding the 2021 2022 Annual Docket of Comprehensive Plan Amendments and Demonstrating Compliance with Chapter 35A.63 RCW, the Code City Planning Enabling Act, Chapter 36.70A RCW, the Growth Management Act, and Chapter 43.21C RCW, State Environmental Policy Act, Providing for Severability and Establishing an Effective Date
4. AM No. 22-097: Approval of an Interlocal Agreement for the Welcoming Cities Collaborative
5. AM No. 22-098: Approval of an Artistic Agreement with Joe Thurston for the Redmond Senior & Community Center
6. AM No. 22-099: Approval of Redmond Senior and Community Center Consultant Supplement 1 with DBecker Consulting, LLC for Construction Administration Services
7. AM No. 22-100: Approval of Redmond Senior and Community Center Consultant Supplement 2 with Opsis Architecture for Construction Administration Services

VOTE: The motion to approve the Consent Agenda passed without objection. (6 - 0)

ITEMS REMOVED FROM THE CONSENT AGENDA

3. AM No. 22-096: Approval of the 2021-22 Comprehensive Plan Amendment Docket Ordinances
- a. Ordinance No. 3084: An Ordinance of the City of Redmond, Washington Amending the Shoreline Master Program Element of the Redmond Comprehensive Plan to Implement Updates to the Shoreline Environments Map and Associated Text Under A. Shoreline Environment Designations, Introduction; and Amending the Land Use Element of the Redmond Comprehensive Plan to Implement Updates to Map LU-1, Comprehensive Land Use Map, to Reflect the Proposed Evans Creek Relocation Alignment and Current

- Land Uses; Providing for Severability and Establishing an Effective Date
- b. Ordinance No. 3085: An Ordinance of the City of Redmond, Washington Amending Article I of the Redmond Zoning Code to Implement Updates to RZC 21.04.020, Zoning Map; Providing for Severability and Establishing an Effective Date
 - c. Ordinance No. 3086: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan Urban Centers Element Concerning the Town Center Zone (LAND 2021 00266), Providing for Severability, and Establishing an Effective Date
 - d. Ordinance No. 3087: An Ordinance of the City of Redmond, Washington, Concluding the 2021 2022 Annual Docket of Comprehensive Plan Amendments and Demonstrating Compliance with Chapter 35A.63 RCW, the Code City Planning Enabling Act, Chapter 36.70A RCW, the Growth Management Act, and Chapter 43.21C RCW, State Environmental Policy Act, Providing for Severability and Establishing an Effective Date

Carol Helland, Director of Planning and Community Development, responded to Councilmember inquiries.

Mayor Birney read the ordinance titles into the record.

MOTION: Councilmember Carson moved to approve AM No. 22-096. The motion was seconded by Councilmember Kritzer.

VOTE: The motion passed (5 - 1), with Councilmembers Anderson, Carson, Khan, Kritzer and Stuart in support and Councilmember Fields in opposition.

HEARINGS AND REPORTS

PUBLIC HEARING

1. AM NO. 22-101: Public Hearing on Proposed 2023-2028 Capital Investment Program

Mayor Birney opened the Public Hearing at this time

The following person spoke:

- David Morton - budget priorities, equity in transportation planning, resiliency and prevention of extreme weather, energy efficiency, locally grown food, and composting food.

The following person provided written only comment:

- Devon Kellogg - support transition to electrification in our building and transportation sectors.

STAFF REPORT

A. AM NO. 22-102: Model Tenant Protections Ordinance

Carol Helland, Director of Planning and Community Development, introduced this item and responded to Councilmember inquiries.

OMBUDSPERSON REPORT

Councilmember Stuart reported receiving resident contacts regarding: police fitness program, MFTE, construction sites on open space, commute trip reductions, public safety levy, tree process, process for items from the audience, confiscated guns, increased individuals who are asking for help, tenant protections, Sammamish Juanita transportation line, Andrea Churna settlement, Tosh Creek watershed street sweeping, small business mela, grand reopening of the Redmond Historical Society, business social, and Derby Days booth.

Councilmember Anderson reported receiving resident contacts regarding: tenant protections, town center project, plug in hybrid electric vehicles, salmon recovery, temporary construction dewatering, community engagement, and parking notices and engagement.

Councilmember Khan reported receiving resident contact regarding a meet and greet event with the refugees at the Silver Cloud Inn.

MOTION: Councilmember Kritzer moved to extend the meeting by 20 minutes to 10:50 p.m. The motion was seconded by Councilmember Khan.

VOTE: The motion failed (3 - 3), with Councilmembers Fields, Carson, Anderson in opposition, and with Councilmembers Kritzer, Khan, and Stuart in support.

MOTION: Councilmember Fields moved to postpone Committee Reports. The motion was seconded by Councilmember Stuart.

VOTE: The motion passed (6 - 0).

EXECUTIVE SESSION

July 5, 2022

Mayor Birney announced the Council will now leave the business meeting and go into Executive Session to discuss Labor Negotiations [RCW 42.30.140(4)(b)] for 20 minutes. No business will take place following the executive session and the meeting will adjourn at that time.

Executive Session convened at 10:28 p.m. and ended at 10:48 p.m.

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 10:48 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: July 19, 2022



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 7/19/2022
Meeting of: City Council

File No. SPC 22-077
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
 Pay period: 06/01 - 06/30/2022
 Check Date: 06/30/2022

Check Total:	\$ -
Direct Deposit Total:	\$ 7,925.55
Wires & Electronic Funds Transfers:	\$ (2,037.38)
Grand Total:	<u>\$ 5,888.17</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.

All Checks numbered through ,
 Direct deposits numbe **132888** through **132894** , and
 Electronic Fund transfe **1463** through **1463**
 are approved for payment in the amount of **\$5,888.17**
 on this **7 day of June 2022**.

Note:

NOTE: Standard Life invoice was higher than normal causing estimated cost for 6/10/22 and 6/24/22 to be lower, this is why the MEBT amount is negative and is something that occurs from time to time.

City of Redmond
Payroll Final Check List
 Pay period: 06/01 - 06/30/2022
 Check Date: 06/30/2022

Total Checks and Direct deposit:	\$ 8,791.05
Wire Wilmington Trust RICS (MEBT):	\$ (2,902.88)
Grand Total:	<u>\$ 5,888.17</u>

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

DocuSigned by:

 7C0092BCC9C549B...

Human Resources Director, City of Redmond
 Redmond, Washington

City of Redmond
Payroll Check Approval Register
Pay period: 6/16 - 6/30/2022
Check Date: 7/8/2022

Check Total:	\$ 71,991.92
Direct Deposit Total:	\$ 2,339,897.94
Wires & Electronic Funds Transfers:	\$ 1,506,988.40
Grand Total:	<u>\$ 3,918,878.26</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.

All Checks numbered **187320** through **187353** ,
Direct deposits numbe **132895** through **133649** , and
Electronic Fund transfe **1464** through **1468**
are approved for payment in the amount of **\$3,918,878.26**
on this **19 day of July 2022**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 6/16 - 6/30/2022
Check Date: 7/8/2022

Total Checks and Direct deposit:	\$ 3,476,804.72
Wire Wilmington Trust RICS (MEBT):	\$ 442,073.54
Grand Total:	<u>\$ 3,918,878.26</u>

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

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

I, the Finance Director, do hereby certify to the City Council, that the checks for the month of July 2022 are true and correct to the best of my knowledge.

DocuSigned by:

5528A221CC9646C...

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 440242 through 440513, and Wire Transfers are approved for payment in the amount of \$2,896,566.53 This 19th day of July 2022.



Memorandum

Date: 7/19/2022
Meeting of: City Council

File No. AM No. 22-103
Type: Consent Item

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

Executive	Malisa Files, Chief Operating Officer	425-556-2166
Planning and Community Development	Carol Helland, Planning and Community Development Director	425-556-2107
Fire	Adrian Sheppard, Fire Chief	425-556-2201
Police	Darrell Lowe, Police Chief	425-556-2529
Public Works	Aaron Bert, Public Works Director	425-556-

DEPARTMENT STAFF:

Police	Brian Coats	Captain
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Public Works	Paul Cho	Traffic Operations and Safety Engineering Manager
Planning and Community Development	Vangie Garcia	Transportation Planning & Engineering Manager

TITLE:
Adoption of a Resolution Endorsing Vision Zero

- a. Resolution No. 1559: A Resolution of the City Council of the City of Redmond, Washington, Endorsing Vision Zero to Strive to Achieve Zero Traffic Deaths and Serious Injuries on Redmond Streets and Directing the Administration to Review the Comprehensive Plan and Transportation Master Plan to Determine what Updates, Revisions, or Additional Policies are Warranted to Advance Redmond's Vision Zero Goals

OVERVIEW STATEMENT:

Vision Zero is a global movement to end traffic-related fatalities and serious injuries by taking a systemic approach to road safety. The premise of this strategy is that road deaths and injuries are unacceptable and preventable. During the 2022 Retreat, Council requested staff prepare a resolution supporting the safe transportation system principals of Vision Zero as cited by the U.S. Department of Transportation Federal Highway Administration, including:

- Death and serious injury is unacceptable
- Humans make mistakes
- Humans are vulnerable
- Responsibility is shared
- Safety is proactive

- Redundancy is crucial

Attachment A contains a resolution endorsing the Vision Zero principles for Redmond and recommending the Administration determine the updates, revisions or additional policies needed to advance Vision Zero principals.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Vision Zero is a 2022 Council Retreat priority action item and may affect the Comprehensive Plan and Transportation Master Plan principles and policies.
- **Required:**
Vision Zero is a safe systems approach outlined by the U.S. Department of Transportation Federal Highway Administration.
- **Council Request:**
The attached resolution was requested as part of the Council's 2022 retreat action items.
- **Other Key Facts:**
Vision Zero will require analysis of how the City designs, builds, and operates our transportation system and enforces motor vehicle laws.

OUTCOMES:

The Vision Zero approach aims to eliminate fatal and serious injuries for all road users. Eliminating fatal and serious injuries relies on a wholistic view of Redmond's road system that anticipates human mistakes and keeps impact energy on the human body at tolerable levels. Some elements of a safe transportation system, include:

- **Safe Road Users** - addresses the safety of all road users, including those who walk, bike, drive, ride transit and travel by other modes.
- **Safe Vehicles** - vehicles are designed and regulated to minimize the occurrence and severity of collisions using safety measures that incorporate the best technology.
- **Safe Speeds** - humans are unlikely to survive high speed crashes. Reducing speeds can accommodate human injury tolerances in three ways: reducing impact forces, providing additional time for drivers to stop, and improving visibility.
- **Safe Roads** - designing roads to accommodate human mistakes and injury tolerances can greatly reduce severity of crashes that do occur.
- **Post-Crash Care** - when a person is injured, they rely on emergency first responders to locate them, stabilize their injury, and transport them to medical facilities. Post-crash care also includes forensic analysis at the crash site and traffic incident management.

Redmond's current Transportation Master Plan adheres to the principals of Target Zero and has the explicit goal of zero

deaths and zero serious injuries by 2030. Vision Zero principals and elements will be incorporated in the current updates of the Comprehensive Plan and Transportation Master Plan.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The Comprehensive Plan and Transportation Master plan have robust community outreach as part of their ongoing updates.
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
N/A

Budget Priority:
Safe and Resilient

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
6/21/2022	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The action of approving the resolution does not have a time constraint. Staff will determine the actions needed to incorporate Vision Zero principals as a part of the Comprehensive Plan and Transportation Master Plan updates.

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Vision Zero Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, ENDORSING VISION ZERO TO STRIVE TO ACHIEVE ZERO TRAFFIC DEATHS AND SERIOUS INJURIES ON REDMOND STREETS AND DIRECTING THE ADMINISTRATION TO REVIEW THE COMPREHENSIVE PLAN AND TRANSPORTATION MASTER PLAN TO DETERMINE WHAT UPDATES, REVISIONS, OR ADDITIONAL POLICIES ARE WARRANTED TO ADVANCE REDMOND'S VISION ZERO GOALS

WHEREAS, the worldwide Vision Zero movement is founded on the belief that death and injury on city streets is unacceptable and preventable; and

WHEREAS, Vision Zero flows from a Safe Systems approach to road safety management in which human life and health is the first and foremost consideration when designing a road network; and

WHEREAS, the life, safety and health of Redmond residents, employees and visitors is the City Council's highest priority; and

WHEREAS, between 2017 and 2021, in Redmond, there were 819 traffic collisions with 5 ending in fatalities and 814 in injury; and

WHEREAS, the U.S Department of Transportation, through the Comprehensive National Roadway Safety strategy has challenged mayors and local elected officials to take significant action to improve the safety of transportation networks for pedestrians and bicyclists of all ages and abilities; and

WHEREAS, the City of Redmond implements programs, services, and standards that are foundational to the Vision Zero movement that determines best design practices, utilizes education, relies on targeted enforcement, provides encouragement and incorporates analysis to enhance public safety; and

WHEREAS, examples of Redmond's traffic safety programs and services include traffic and safety improvements, street re-channelization, pedestrian and bicycle network improvements, targeted police enforcement in high crash areas, school zone safety initiatives, signal and lighting improvements and staff dedicated to safe traffic operations; and

WHEREAS, the Transportation Master Plan and the Redmond Comprehensive Plan provide policy intent and support for a wide range of traffic safety measures; and

WHEREAS, to achieve the goals of the Environmental Sustainability Action Plan, Redmond must create a safe, low carbon transportation network for the Redmond community; and

WHEREAS, the City of Redmond takes a data driven approach to ensure effective strategies are implemented; and

WHEREAS, the Redmond Transportation Master Plan identifies projects to complete a safe and connected non-motorized transportation system in Redmond; and

WHEREAS, a Comprehensive Plan amendment to incorporate Vision Zero could provide the policy framework to advance traffic safety improvements in a coordinated manner throughout Redmond; now therefore,

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

Section 1. Endorsement of Vision Zero. The City Council of the City of Redmond, Washington endorses Vision Zero as part of a comprehensive effort to strive to achieve zero traffic deaths and serious injury on Redmond streets.

Section 2. Council Direction. The City Council of the City of Redmond, Washington directs the Administration to review the Redmond Comprehensive Plan and Transportation Master Plan to determine the updates, revisions or additional policies needed to advance Vision Zero and the principle that

human mistakes should not have fatal consequences. The Administration will report its findings and recommendations to the City Council for consideration in determining whether to initiate any Comprehensive Plan or Transportation Master Plan amendments.

RESOLVED THIS ____ DAY OF ____, 2022.

CITY OF REDMOND

MAYOR, ANGELA BIRNEY

ATTEST/AUTHENTICATED:

CITY CLERK, CHERYL XANTHOS, CMC

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: _____

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



Memorandum

Date: 7/19/2022
Meeting of: City Council

File No. AM No. 22-104
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	David Puente	HR Policy and Labor Analyst
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TITLE:

Approval of the 2022-2024 Collective Bargaining Agreement between City of Redmond and Teamsters Local No. 117 representing Law Enforcement Officers and Adoption of an Ordinance Amending the 2022 and 2023 Pay Plan

- a. Ordinance No. 3088: An Ordinance of the City of Redmond, Washington, Amending the 2022 and 2023 P Pay Plan for Employees Covered by the Teamsters Local Union No. 117 Representing Law Enforcement Officers

OVERVIEW STATEMENT:

This memo seeks approval of the 2022-2024 Teamsters - Law Enforcement Officers Union Collective Bargaining Agreement (CBA), the associated pay plan, and a one-time performance appreciation pay of \$6,000.00 for each member. This agreement has been negotiated between the City and Union using tentative agreements over the last year and has been approved by a vote of Union members. This item was brought to Council during Executive Session on July 5, 2022.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
RCW 35A.11.020
- **Council Request:**
N/A
- **Other Key Facts:**

The previous CBA expired on 12/31/2021.

OUTCOMES:

This CBA sets forth the working relationship between the City and the Teamsters-Law Enforcement Officers employees, specifically it covers salaries, benefits, working conditions, and other information/expectations.

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 cost to implement the proposed increases to the 2022-2024 collective bargaining agreement is approximately \$1,642,629, or 18.2%, over the three-year period.

The cost to implement the one-time performance appreciation payment is \$474,000.

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

Budget Offer Number:

224 Police Patrol and Response
225 Criminal Investigations
226 Police Dispatch and Support
233 Community Outreach and Involvement

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

100 General Fund
035 Public Safety Levy Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/5/2022	Special Meeting	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

Employees under this contract are currently being paid at 2021 rates. Approval of contract will allow employees to be paid retroactively pay back to January 1, 2022.

ANTICIPATED RESULT IF NOT APPROVED:

Additional negotiations would be required, and the Union and the City would likely go to mediation/arbitration. The longer the delay, the more complex the retroactive adjustments to employees' pay due to various pay actions that would occur and need to factor into the retro pay. (For example: overtime, paid leave, etc.) This will lead to a longer wait time for pay increases and could lead to a greater chance of payroll errors, both of which always has a negative impact on morale for all employees involved.

ATTACHMENTS:

Attachment A: Redline of 2022-2024 Teamsters-Law Enforcement Officers Collective Bargaining Agreement

Attachment B: Summary of Major Changes

Attachment C: Ordinance Amending the 2022 and 2023 Pay and Pay Plans for Teamsters-Law Enforcement Officers Employees

Exhibit 1: 2022 Police Officer and Sergeant Pay Plan "P" (effective Jan 1, 2022)

Exhibit 2: 2023 Police Officer and Sergeant Pay Plan "P" (effective Jan 1, 2023)

TENTATIVE AGREEMENT Teamsters Police Officers Negotiations

The City of Redmond ("City") and the Teamsters Police Officers Labor Union ("Union") is participating in negotiation of the Union's 2022-2024 collective bargaining agreement ("CBA"). A tentative agreement has been reached between the City and the Union on the language below pursuant to the agreement of the parties on Ground Rules for negotiations. This tentative agreement is subject to approval/ratification by the:

- City (Labor Team, Mayor and/or City Council); and
- Union (Labor Team, Legal Counsel, Union Membership)

*Full redline sent to all for review 4-14-22
Prepped for TA 4-19-22
City and Union Meeting 6-2-22
Prepped for off-the-record TA 6-15-22
Prepped for off-the-record TA 6-21-22
Prepped for TA 6-29-22
Prepped for TA 6-30-22*

This signature page added to document tentative agreement of the full redline contract that begins on next page.

TENTATIVELY APPROVED on _____
(Date)

For TEAMSTERS OFFICERS:

For the CITY:

Matthew House, Union Representative

Cathryn Laird, HR Director

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Brotherhood of Teamsters
Representing The Law Enforcement Officers**



And

CITY OF REDMOND

Term of Agreement

**January 1, 2022~~September 22, 2020~~ through December
31, 2024~~2021~~**

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THIS AGREEMENT is entered into by and between the CITY OF REDMOND, WASHINGTON (hereinafter referred to as the “Employer”), and TEAMSTERS LOCAL UNION NO. 117 (hereinafter referred to as the “Union”).

ARTICLE 1 DEFINITIONS

- 1.1** “Employer” shall mean the City of Redmond, Washington.
- 1.2** “Union” shall mean the Teamsters Local Union No. 117.
- 1.3** “Employee” shall mean an individual employed in the bargaining unit covered by this Agreement. The term “Employee” as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended that it will apply to the feminine gender as well except as provided in Article 12 Physical Fitness Plan.
- 1.4** “Bargaining Unit” shall mean the employees in the Redmond Police Department described in Article 2, Section 2.1.
- 1.5** “Regular Shift Change” shall mean a shift change on a regular basis (usually one hundred eighty days) or as a posted shift change because of military leave situation, training courses and special events, with at least four (4) calendar days posted notice given for the shift change, provided that no notice shall be required for shift changes of employees during their training period. This shall not preclude other appropriate shift changes made by mutual agreement or by the Employer for cause, provided that no cause shall be necessary for the employer to change an employee's shift at any time to another shift which is scheduled for substantially the same time period in the day.
- 1.6** “Domestic Partner” means a person who is part of a registered domestic partnership that is currently recognized as being in effect under RCW Chapter 26.60.
- 1.7** “Patrol Personnel” shall only include those assigned to the Patrol division and assigned to the Bike unit.

ARTICLE 2 RECOGNITION, UNION MEMBERSHIP, AND DUES DEDUCTION

2.1 **Recognition** - The Employer shall recognize the Union as the sole collective bargaining agent for all full-time and regular part-time law enforcement officers employed by the City of Redmond below the rank of Lieutenant, excluding elected officials, officials appointed for fixed terms, and confidential employees.

2.2 **Notification** – All employees working in the bargaining unit shall have the right to become a member of the Union. The City will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit of the Union’s exclusive representation status.

2.3 **Union Orientation** – Within seven (7) calendars days of a new, transferred, promoted, or

demoted employee being appointed to a position within the bargaining unit, the Union will be allowed thirty (30) minutes of presentation time for the purpose of orienting the employee to Union membership.

2.4 Union Dues and Fees - The Employer, upon voluntary written authorization of the employee, shall deduct from the first pay received each month by such employee, the union dues, initiation fees and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one month for any reason, they shall be deducted the following pay period. The amount of such dues, fees and assessments are those currently in effect or as may hereinafter be established. The City will deduct the dues, fees, and assessments on the first pay day in the month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable. The Employer will honor the terms and conditions of each employee's signed payroll deduction authorization card.

2.5 Dues Cancellation – Employees may cancel their payroll deduction by written notice to the Union in accordance with the terms and conditions of their signed payroll deduction authorization card. The Union will provide the Employer notice of all employees who are eligible for cancellation. The cancellation will become effective on the second pay period after receipt of confirmation from the Union that the terms of the employee's signed payroll deduction authorization card regarding cancellation have been met.

2.6 Teamsters Legal Defense Fund – The Employer agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Employer, the necessary fee, assessment, and regular monthly fee to provide the Teamsters Legal Defense Fund. The Employer shall transmit such fees made payable to "Teamsters Legal Defense Fund" sent to American Legal Services, Inc.

2.7 Indemnification/Hold Harmless – The Union and employees covered by this agreement agree to indemnify, defend and hold harmless the Employer from any and all claims and liabilities, including legal fees and expenses incurred by the Employer in complying with this Article and any issues related to the deduction of dues and fees, unless such error was caused by the Employer's failure to maintain accurate records after receiving notification of a cancellation of deductions. The Union shall refund to the Employer any amounts erroneously paid by the Employer to the Union as union dues, initiation fees and/or assessments, upon presentation of proper evidence.

~~**2.2 Payroll Deduction** – Upon receipt of a voluntarily signed authorization by an employee covered by this Agreement, the Employer shall deduct from the employee's wage the regular monthly Union membership dues payable by the employee to the Union during the period provided for in the signed authorization. The Employer shall remit said monthly dues to the Union on a monthly basis.~~

~~**2.3 Revocation** – Employee may revoke Employee's authorization for Payroll deduction, after Employee provides written notice to the Union. Every effort will be made to end the deduction effective on the first payroll after the request is received from the Union to Human Resources.~~

~~**2.4 Indemnification/Hold Harmless** – The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer based on or relating to an Employee authorization for payment of dues or service charges equivalent~~

~~to the regular Union initiation fee and monthly dues, other than actions brought by the Union to enforce this Article. The Union shall refund to the Employer any amounts paid to it in error on account an Employee Authorization for payment of dues or service charges equivalent to the regular Union initiation fee and monthly dues upon presentation of proper evidence.~~

ARTICLE 3 UNION RIGHTS

3.1 ~~Union Stewards Officials Time Off~~ - ~~A~~ Union ~~steward official~~ who is an employee in the bargaining unit (Union Steward and/or a member of the Negotiation Committee) may, with the approval at the discretion of the Chief or the Chief's designee, be granted time off while conducting contract negotiations or grievance resolution, including arbitration proceedings, on behalf of the employees in the bargaining unit provided:

They notify the Employer at least forty-eight (48) hours prior to the time off, unless such notice is not reasonably possible;

The Employer is able to properly staff the employees' job duties during the time off; and

The wage cost to the Employer is no greater than the cost that would have been incurred had the Union Official not taken time off.

The Employer shall endeavor to allow up to three (3) ~~a minimum of two (2)~~ members of the Union's negotiation committee to attend negotiation sessions on on-duty time. Such members shall be designated by the Union at least one (1) week in advance, where possible, and may include individuals assigned to other than day shift if the Employer determines that manning on that shift is adequate, without the necessity of overtime (such individuals shall be considered to be transferred to day shift for the day on which the negotiation session is held.) The Chief's approval pursuant to this Section shall not be unreasonably withheld.

3.2 ~~Union Investigative and Visitation Privileges~~ - Representatives of the Union may with prior approval of the permission of the Chief or the Chief's designee visit the work location of employees covered by this Agreement at any reasonable time and location for the purpose of investigating grievances. Such representative's activities shall be limited during such investigations to matters relating to this Agreement.

3.3 ~~Bulletin Boards~~ - The Employer shall provide suitable space for a bulletin board to be used by the Union.

3.4 ~~Union Communication~~ - The Union shall be allowed reasonable use of City's email and phone/voice mail systems to communicate with members.

3.5 ~~Steward Training~~ - Union Shop Stewards may be allowed without loss of pay to participate in Union training seminars that are mutually beneficial to the Union and the Police Department. Training time off must be approved in advance by the Chief of Police or designee and will be contingent upon the department's ability to provide proper work coverage during the requested time off.

3.63.4 Labor Management Committee - There shall be a Labor Management Committee comprised of members/representatives of the Union and management representatives. Non-committee members may attend committee meetings. The committee shall meet at least quarterly to discuss issues of continuing importance to the Union and/or Employer. More frequent meetings may be held at the request of either party, provided five (5) days' notice of the meeting is given, together with notice of the intended topics for discussion. Nothing herein shall constitute a waiver of either party's right to demand collective bargaining of intended or actual changes in mandatory subjects of bargaining. Union representatives to the committee shall be allowed to perform committee functions while on duty, subject to approval of their shift supervisor.

ARTICLE 4 HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY

4.1 Hours of Work/Patrol Division - The work schedule for patrol personnel shall be four (4) consecutive days on and three (3) consecutive days off. Each workday shall consist of ten (10) consecutive hours on duty.

4.1.1 Days Off Rotation – Patrol Personnel, except Bike unit working the 4/10 schedule shall rotate their days off in the following manner. The rotation for days off shall occur on the Saturday beginning every sixth (6th), thirteenth (13th), twentieth (20th), and twenty-sixth (26th) week of the cycle and starting with the day shift. The same sequence of days off rotations shall continue after the mid-year shift change.

4.2 Hours of Work/Non-Patrol Division - The work schedule for all non-patrol personnel and K-9 Officer shall consist of five (5) consecutive days. Each work day shall consist of eight (8) consecutive hours on duty. Each five (5) day workweek shall be followed by two (2) consecutive twenty-four (24) hour days off. Traffic Officers, NRO, Crime Prevention, and Recruitment and Hiring Officers shall work four (4) shifts of ten (10) hours each per week, with at least two (2) contiguous days off, and with a third (3rd) day off scheduled each week on a fixed or rotating basis at the Employer's option. Detectives shall work four (4) shifts of ten (10) hours each per week, with Saturday and Sundays as fixed days off, and with a third day off scheduled each week, on a fixed or rotating basis at the Employer's option.

4.2.1 Notwithstanding the normal 4/10 schedule for Detectives and Traffic, Employer, in its discretion, may modify an employee's 4/10 schedule during any calendar week in which training is scheduled on the employee's regularly scheduled day off as long as fourteen (14) days' notice is given.

4.3 Breaks - For employees on eight (8) and ten (10) hour shifts, a work day shall include at least a thirty (30) minute lunch break and two (2) fifteen (15) minute coffee breaks. All employees shall be subject to immediate call during coffee and lunch breaks.

4.4 Schedule Change - The afore-referenced schedules shall apply except for regular schedule shift changes or bona fide emergencies declared by the Mayor or Chief of Police, which could not otherwise be anticipated, and which might require deviating from the schedule. Schedules may be adjusted by mutual agreement of the Employee, Union and Employer. An employee may be changed

to an eight (8) hour shift for training.

4.5 Overtime - Overtime ~~shall be that time an employee works in excess of their usual work schedule week (40 hours), which~~ shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay ~~for all hours over forty (40) compensated hours in a workweek~~. A workweek for Patrol personnel shall be defined as the seven (7) day period from Saturday through Friday. A workweek for the non-Patrol personnel shall be defined as the seven (7) day period from Monday through Sunday.

4.5.1 All overtime shall be authorized by the Chief or the Chief's designee in advance or within twenty-four (24) hours after the work has been performed, or such longer time as is reasonable under the circumstances, ~~in order to qualify as paid or compensatory time~~. Overtime shall be adjusted by compensatory leave or by overtime pay in accordance with Section 11.3.

4.5.2 All overtime shall be compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

4.5.3 Overtime – Non-LEOFF Employer - When an employee works an extra duty assignment (for example flagging) and the City is paid by a non-LEOFF employer, the employee's compensation shall only be taken as pay. Compensatory time is not allowed. Employees who work an extra duty assignment shall be compensated for the actual time worked, but in no event shall such compensation be less than four (4) hours at the overtime rate.

4.6 Voluntary and Mandatory Overtime - This section intends to address overtime shifts that are scheduled in advance to ensure minimum staffing levels are maintained for police operations. In general, overtime for extra-duty assignments is not mandated.

4.6.1. Overtime opportunities will be communicated via designated software and may include email and/or text messages. If urgent, vacancies may be communicated/filled via phone or verbally. When time allows, a reasonable period of time shall be allowed that affords all members to answer any voluntary requests. Such voluntary overtime shall be assigned in a manner that distributes the voluntary overtime opportunities in as balanced manner as practical. In the case of same-day overtime necessities, overtime will be assigned to the first person to volunteer for the vacancy. Absent volunteers, a supervisor will assign an officer to hold over from the previous shift.

4.6.2 If no member volunteers to work the required period, involuntary recall of officers shall be in order of reverse seniority by date of hire. Those units or divisions designated to fill mandatory shifts will be designated by the Chief of Police or designee.

4.6.3 Selection for mandatory overtime shall begin at the bottom of the list and work upward. Officers will only be considered to fill the vacancy if their regularly scheduled shift is within or adjacent to vacancy hours. If the need for a mandatory overtime shift is a swing shift (or occurs mostly during swing hours), any officers will be considered.

4.6.4 If an officer has been recalled involuntarily during that calendar month OR if the officer has already volunteered for any overtime shift of 3 hours or more during that calendar month, that officer will be bypassed, and any subsequent recall will be the next least senior officer.

4.6.5 The list will be maintained and resume from the next officer on the list. Once the

list has been exhausted, selection will resume from the least senior officer.

4.6.6 Officers will not be mandated to work overtime shifts of less than three hours unless mutually agreed-upon by the officer and the City. Overtime shift extensions per Department policy to complete ongoing work are acceptable. An overtime shift extension to cover a staffing shortage will not be mandated to exceed fourteen (14) continuous hours, absent extenuating circumstances.

4.6.7 An officer will not be involuntarily recalled when on a pre-approved vacation or comp time, including the days off contiguous to the vacation or comp time as long as the vacation or comp time is at least two days in duration.

4.6.8 Nothing in this Section shall prohibit the exchange of straight time to fill the needed shift when mutually agreed-upon by the officer and the City.

4.7.4.6 **Callback** - Except as otherwise provided below, in Subsection 4.6.3, employees called back to service after completing a duty shift, while on their day off or more than three (3) hours before the start of their regular shift, shall be compensated for the actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate as provided for in this Article 4.

4.7.14.6.1 Employees who make Court or other subpoenaed appearances while off duty shall be required, except for bona fide emergencies, to perform solely that specific assignment.

4.7.24.6.2 Employees called back while on vacation or leave of absence shall be reimbursed reasonable transportation costs required to return to duty provided the employee is more than one hundred (100) miles away from the employee's home. Provided, however, that payment need not be made if the officer schedules vacation after notice is given to the officer or if the officer can reasonably reschedule the required appearance date. The officer shall consult with the supervisor as soon as the conflict is known.

4.7.34.6.3 Callback for court appearances shall be administered pursuant to the provisions of this subsection.

4.7.3.14.6.3.1 Off-duty employees required to standby for immediate response to a court appearance on behalf of Employer shall be entitled to three (3) hours at the overtime rate for such standby time, provided that if the employee is called in to court, the standby time shall be included in the three (3) hour minimum callback.

4.7.3.24.6.3.2 A night shift patrol officer scheduled to attend both a morning and afternoon court session shall: (a) be relieved from working nine hours prior to the beginning of the morning session with no loss of pay, and (b) have the time spent in court treated as the employee's normal work shift on court day and receive compensation for the court sessions at his or her regular rate of pay. The employee will be compensated for court at the overtime rate if the court session lasts longer than the employee's regularly scheduled shift. In the event the employee actually attends only a morning or afternoon court session, he/she shall be compensated for the actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate and the employee will be required to make up the hours for the session he/she was not required to attend. An off-duty employee required to attend either a morning and/or afternoon court session shall be compensated for the actual time spent at the overtime rate, but in no event shall such compensation be less than three (3) hours at the overtime rate. The Employer may elect to pay the officer continuously during the

break between the court sessions, in which case only one (1) minimum three (3) hour callback will apply.

4.7.44.6.4 Except as required by law, there shall be no compensation for callbacks occasioned by the employee's own neglect.

4.8.4.7 Standby-On-Call Duty - An off-duty employee who is required to keep the Employer informed of his/her whereabouts or an employee who is required to be available by telephone shall be considered to be on Standby-On-Call Duty.

4.8.14.7.1 The Employer shall not require employees to be on Standby-On-Call Duty without compensation except in the case of bona fide emergencies declared by the Mayor or Chief of Police. Employees shall endeavor, on an entirely voluntary basis, to keep the Employer informed of their whereabouts and/or their availability.

4.8.24.7.2 Standby-On-Call Duty shall be authorized only by the Chief or the Chief's designee. When Standby-On-Call Duty is ordered, which either (a) requires the employee to carry a department-issued cellular phone and to respond to a call-out within forty-five (45) minutes (except when on On-Call), or (b) places such restrictions on the employee that require the employee be paid pursuant to the FLSA regulations contained in 5 CFR 551.431 or applicable Washington State statutes, such Standby-On-Call Duty shall be paid for at a rate equal to the higher of twenty percent (20%) of the employee's regular basic hourly rate of pay or the rate required by the FLSA or state statute. An employee assigned to On-Call/First Call shall not be deemed to be on Standby-On-Call Duty.

4.9 On-Call/First Call - Any Employee assigned as On-Call/First Call for Traffic, PIO, or Investigations, or other unit(s) as designated by the Chief of Police shall be guaranteed a minimum of one-half (.5) two (2) hours of On-Call Pay (which shall be equivalent to .5 hours of overtime) for each week weekend assigned work day (generally Monday through Friday) and two (2) hours On-Call pay (which shall be equivalent to 2 hours of overtime) for each assigned day off, including designated holidays. On-call hours for a specialty unit shall be defined as all hours for which a member of that unit is not on duty (including extended three (3) and (4) day holiday weekends) the Employee is so assigned.

4.9.1 Unit Supervisors will determine mutually agreed upon on-call schedules to ensure appropriate coverage.

4.9.2 Supervisors may approve on-call assignment trades between personnel.

4.9.3 When on-call, employees are responsible to remain fit for duty and able to respond within a reasonable period (approximately 60 minutes).

4.9.4 Employees assigned on-call will be provided a take-home vehicle, subject to the City vehicle use policy. De minimis personal use during on-call periods is deemed appropriate.

4.10.4.9 Leave for Testimony - Officers subpoenaed and required to testify in criminal cases on behalf of their former law enforcement employer shall receive up to a maximum total of forty(40) hours of paid leave, on a cumulative basis for all such cases, as necessary to testify. Paid leave in excess of forty (40) hours for any one employee to testify in criminal matters for the

employee's former employer, or to testify for a former employer in a civil matter, may be granted in the discretion of the Chief or the Chief's designee. All fees or compensation received by the Employee in relation to such testimony shall be accounted for by the employee and paid to the City.

4.11.4.10 Daylight Savings Time – Employees who work a longer shift when the clocks are moved back one hour to Standard time in the fall will be paid for the time in excess of the employee's normal work day at the overtime rate of pay. Employees who work shorter shifts when the clocks are moved forward to Daylight Savings time in the spring will have the option of choosing to work an additional hour so that the employee works a 10-hour shift or to use one hour of paid time off (e.g. vacation, compensatory time, holiday banked, etc., but not sick) at the employee's discretion.

ARTICLE 5 SENIORITY

5.1 Definitions Relating to Seniority - As used in this Agreement the following terms shall have the meanings indicated:

- a. "Department Seniority" means the length of an employee's most recent Continuous Employment in the Department measured from the employee's first compensated day of employment in the Department as a commissioned officer.
- b. "Seniority in Classification" means the length of an employee's most recent Continuous Employment in a classification in the Department (which shall include service in any higher classification as provided in this Article) measured from the first date of employment in that classification or a higher classification in the Department.
- c. "Continuous Employment" means a continuous period of employment in the Department that is unbroken by resignation, discharge, or retirement. Leaves of absence, or military leaves shall not break Continuous Employment. Layoffs and reductions in classification pursuant to Subsection 5.6.1 shall not break Continuous Employment until the expiration of the period during which the employee has a right to be offered reemployment or promotion pursuant to Subsection 5.6.2 of this Agreement. Upon a break in Continuous Employment an employee shall lose all seniority.
- d. "Order" means the order of Department Seniority or Seniority in Classification arranged from the longest seniority to the shortest. If more than one employee is hired or promoted on the same date, the Order of seniority shall be determined by using the following criteria:
 1. The Order of Department Seniority for employees hired on the same date shall be determined by the order (from the highest to lowest) of each employee's unrounded score on the exam for the position held by each employee, respectively. In the event of equal scores, the Order shall be determined by a random means, which once determined shall thereafter be

established for all purposes.

2. The Order of Seniority in Classification for employees promoted on the same date shall be determined by the order (from the highest to the lowest) of each employee's unrounded score on the applicable promotional exam. In the event of equal unrounded scores, the Order of Seniority in Classification shall be determined by the Order of each employee's Department Seniority.

e. "Department" means the City of Redmond Police Department.

5.2 Seniority List - The Employer shall maintain and post, at least annually, a current seniority list reflecting the Order of Department Seniority and Seniority in Classification. These lists, appropriately updated to reflect any new hires, promotions, terminations, or other changes, shall be used whenever action based upon seniority is called for by this Agreement, and in such other cases as may be agreed by the Employer and the Union.

5.3 Leaves - During the period an employee is on a leave of absence, layoff status, or military leave longer than thirty (30) consecutive days, seniority shall not accrue except as required by any applicable statutory or regulatory provisions, including RCW 38.40.060 and RCW 73.16.031 - .061 and any amendments thereto. Upon returning to work after such layoff or leave, an employee shall be granted the level of seniority accrued as of the last day prior to such leave or layoff.

5.4 Vacation Scheduling - Vacation scheduling for each calendar year (January 1 through December 31) shall be administered in accordance with Department Seniority and shall begin at the conclusion of the shift bidding process and will be completed no later than November 30. Thereafter vacation requests shall be administered on a "first come, first served" basis.

5.5 Shift Bidding - Regular Shift changes (as defined in Subsection 1.5) shall be determined by bidding based upon Seniority in Classification; ~~provided that, shift bidding preference may be given, to a maximum of two (2) officers per work team, to allow for employees who are working towards an Associate, Bachelor or Master's degree in a program that has been determined to be to the benefit to the City, as defined in the City's Employee Education Assistance Program. (Work team in this instance will be all of the officers assigned to work a designated set of days.) Shift bidding preference may be adjusted at the discretion of the Employer to accommodate positions of alternative deployment such as Bicycle Officers, Pro Act Officers, etc.~~

5.5.1 After the yearly bid is complete and all shift assignments finalized, Sergeants and officers may choose to request an alternate shift assignment (day, swing, power, or night) via a memo to an Operations Lieutenant via the chain of command.

5.5.2 Additionally, if a new shift assignment is created after the yearly bid is complete and all shift assignments finalized, officers will be notified and officers may choose to request the new shift assignment via a memo or interest to an operations Lieutenant via the chain of command, submitted before the shift assignment is filled.

When command acts to fill a shift assignment, several factors are taken into consideration:

- a. Operational and departmental needs.

- b. Date the request was received.
- c. Seniority of requestor.
- d. Nature of request.

5.6 Personnel Reduction

5.6.1 Personnel Reduction Process - In the event of a personnel reduction, for whatever reason, the Employer and Union agree to follow the process and procedure contained in this Article. Employees shall be laid-off in inverse Order of Seniority in Classification. Except as otherwise provided in this Section, an employee above the classification of Police Officer shall bump back to the next lower classification, if any, previously held by that employee in which such employee's Seniority in Classification is greater than the Seniority in Classification of all other employees who would otherwise be in such lower classification after implementation of the personnel reduction. Lateral entry personnel in a classification higher than Police Officer who have not held a lower classification in the Department shall bump back to the lowest applicable classification if their Department Seniority is greater than all other employees who would otherwise hold the lower classification after implementation of the personnel reduction. The process and procedure contained in this Article shall apply to bargaining unit members and, in addition, the non-bargaining unit, commissioned members of the Department of a higher classification shall bump back into the last lower classification held by that individual which is included in the bargaining unit on the same basis as provided in this Article, notwithstanding the fact that the lower classification is included in the bargaining unit. The steps for a personnel reduction shall be as follows:

- Step 1** **Designation by Employer** - The Employer will designate the number of employees in each classification to be laid-off by notice to the Union (the "Designation Notice") and by posting in the Department, which notice shall specify an effective date for the personnel reduction (the "Effective Date"), which shall not be earlier than ninety (90) days from the date of the Designation Notice.
- Step 2** **Volunteers** - For a period of thirty (30) days after the Designation Notice employees in the classifications affected by the personnel reduction shall have the opportunity to voluntarily accept layoff, or bump to a reduction to a lower classification as provided herein, as of the Effective Date, without regard to their seniority rights. Volunteers shall be accepted on a first-come, first-served basis. The number of volunteers shall be limited by the number of employees in each classification subject to the personnel reduction as specified in the Designation Notice.
- Step 3** **Implementation** - Within forty (40) days after the Designation Notice the Employer shall deliver to the Union, and post, a notice (the "Personnel Reduction Notice") which shall list (a) the layoffs and reductions in classification which will result upon implementation of the personnel reduction and the voluntary layoffs and reductions in classification; (b) the Order of all employees affected by the layoffs and reductions in classification; and (c) the Order of all employees not affected by the layoffs and reductions in classification. Any employee who believes that the Personnel Reduction Notice improperly reflects the intent of this

Agreement shall provide written notice to the Employer and Union within ten (10) days after posting of the notice. The notice shall describe the basis of the employee's position, and the employee's interpretation of the proper application of this Agreement, including the identity of employees who would be affected by the different interpretation. The Employer and the Union will review the issues with all employees who would be affected. If the Employer and the Union cannot resolve the issues raised within thirty (30) days after the Personnel Reduction Notice is posted, both parties agree to submit the issue to binding arbitration on an expedited basis before a single arbitrator which the parties agree to select provided that the arbitrator must be available for a hearing and decision within sixty (60) days after the Personnel Reduction Notice is posted. The arbitrator so selected shall hold a hearing and render a decision based on the interpretation and application of the provisions of this Agreement within thirty (30) days after the arbitrator's selection. All employees whose layoff or reduction in classification status might be affected by the results of the arbitration, including the possibility of being subject to layoff or reduction in classification although the employee was not included in the list of layoffs and reductions in classification in the Personnel Reduction Notice, shall have the right to appear and present their position to the arbitrator. For all issues related to the application and interpretation of this Section 5.6 the arbitration process in this Section shall supersede the grievance arbitration process as provided in Article 13. The agreement by the Union, and/or ruling by the arbitrator pursuant to this Section shall be binding on all employees, provided that any employee who was not designated for layoff by the Personnel Reduction Notice, but who becomes subject to layoff as a result of an agreement by the Union or the arbitrator's ruling, shall not be laid-off until Employer has provided the employee with at least thirty (30) days written notice of layoff.

Step 4 **Amendment of Reduction** - At any time after the Designation Notice the Employer may reduce the number of employees to be laid-off by providing notice to the Union, provided however, the reduction shall not effect the time periods specified in this Article which shall continue to be measured from the Designation Notice. The Employer shall have the right to delay the Effective Date of the personnel reduction for up to sixty(60) days after the date specified in the Designation Notice.

5.6.2 **Re-Employment and Promotion Rights** - Employees bumped back to a lower classification shall be eligible to promote to vacancies in the previously held higher classification, or any lower classification, by Order of Seniority in Classification in that higher classification. Employees above the classifications of Police Officer who volunteer to be laid-off pursuant to Step 2 above shall be eligible to fill vacancies in that previously held classification, or any lower classification, by Order of Seniority in Classification in that classification, during the Re-Employment Eligibility Period as defined below. All employees laid-off or volunteering to be laid-off pursuant to Step 2 above, shall be eligible to fill Police Officer vacancies, by Order of Department Seniority, during the Re-Employment Eligibility Period. In all cases, the eligible employee with the highest Seniority in Classification shall be entitled to the opening, provided that

such eligible employee must be a “Qualified Employee”, which for the purposes of this Section shall be defined as an individual who (a) meets the then current employment standards, and (b) if the Re-Employment Offer is more than twenty-four (24) months after the Effective Date. Any employee re-employed or promoted pursuant to this Section who was on probation as of the Effective Date shall complete the probation period upon re-employment or promotion, without any credit for the period between the Effective Date and the first date of re-employment or promotion pursuant to this Section. “Re-Employment Eligibility Period” shall mean the five (5) year period which commences on the Effective Date. Employees offered re-employment pursuant to this Section more than twenty-four (24) months after the Effective Date shall be required to satisfactorily complete appropriate retraining. Employees who fail to satisfactorily complete the retraining shall be subject to termination. The employee and Union shall have the right to grieve whether the retraining was satisfactorily completed but shall not have the right to grieve whether the retraining or employment standards are appropriate. When the Employer desires to fill a position for which an individual is entitled to re-employment if the individual is a Qualified Employee, or promotion, pursuant to this Section, the Employer shall send an offer of re-employment (subject to a subsequent determination that the employee is a Qualified Employee) or promotion, as the case may be, (the “Re-Employment Offer”) via certified mail, return receipt requested, to the eligible employee at his/her last known address. If the employee fails to respond within fifteen (15) days after mailing of the offer, or rejects the offer, the employee shall have no further right to re-employment or promotion pursuant to this Section, provided that a former employee who was laid off or who voluntarily accepted layoff from a classification above Police Officer, shall have the right to be offered re-employment at such higher classification, or any applicable lower classification, if he/she is a Qualified Employee and has the highest Order of Seniority in Classification in that classification of all eligible employees, although such employee has previously failed to respond to, or rejected an offer of re-employment as a Police Officer. For the purposes of this Article, a former employee's last known address shall be the address appearing on the Employer's records and may be changed by the former employee only by providing the Employer with notice of a new address by certified mail, return receipt requested.

ARTICLE 6 WAGES

6.1 Wages - The monthly rates of pay for employees covered by this Agreement shall be as set forth in the Appendix “A” which by this reference shall be incorporated herein as if set forth in full.

ARTICLE 7 HOLIDAYS

7.1 Dates - The following days shall be considered holidays for all employees covered by this Agreement:

<u>Holiday</u>	<u>Date to be Observed</u>
New Year's Day	January 1
M.L. King Day	3rd Monday in Jan.
President's Day	3rd Monday in Feb.
Memorial Day	Last Monday in May
Independence Day	July 4

Commented [DP1]: The Juneteenth holiday will remain as a regular paid (work) day. Members may use any of their leave bank, if approved through the normal leave usage request process, to take Juneteenth off.

Labor Day	1st Monday in Sept.
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in Nov.
The Day After Thanksgiving	4th Friday in Nov.
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	(taken on a date mutually agreed by the employee and the Employer)

~~7.1.1 — Employees other than patrol personnel shall be paid for the number of hours in the employees' usual workday at the regular rate of pay for the twelve (12) appointed holidays; provided (a) if the Employee is required, in the Employer's discretion, to work a regularly scheduled shift which commences on a holiday, the employee shall be compensated at the rate of time and one half (1 1/2) for the regularly scheduled hours for that shift, and (b) if work, other than the employee's regularly scheduled shift, be performed on any said holiday, the employee shall be compensated at the rate of time and one half (1 1/2) for that portion of the work that falls within the appointed holiday. Each employee shall have the option, subject to the approval of the Employer (which shall not be unreasonably denied), of electing compensatory time in lieu of monetary compensation for work done on the above specified holidays. Holiday hours will not be carried over or paid out at the end of a calendar year.~~

~~7.1.2 — Employees working a standard work week Monday through Friday shall observe the holidays listed in Section 7.1 on the date specified, or if the holiday falls on a regularly scheduled day off, on the work day which immediately precedes or follows the holiday, as established by the Employer. Employees working a shift schedule other than the standard work week shall observe the holidays listed in Section 7.1 on the date specified.~~

~~7.1.3 — Employees other than Patrol Personnel who perform any work on a holiday shall be paid in the manner provided in Subsection 7.1.1. When a holiday falls on a non-patrol employee's regular day off, the employee shall have the election to (a) choose an alternative day off during the same week, or (b) have 10 hours added to their floating holiday bank. Floating holiday bank hours may not be carried over, except hours added for Christmas Eve and/or Christmas Day will be carried over. Floating holiday bank hours may not be paid out at the end of the calendar year or at time of separation.~~

~~7.1.4 — Employees shall not be eligible for the Floating Holiday until the completion of six (6) months continuous service.~~

~~7.1.5 — Employees other than patrol personnel who are called to work from off duty status on a holiday shall receive compensatory time off (on a straight time basis) for all hours worked on the callback in addition to holiday pay as defined in Section 7.1.1.~~

7.2 Holiday Time - The Holiday Time provided to each employee each month is to account for the 12 City holidays and one floating holiday at ten hours per day. This is equal to 130 hours per year. On a monthly basis, employees shall receive 10.83 hours per month into their Holiday Time.

Patrol Personnel = 12.33 hours per month

Non-Patrol Personnel = 10.83 hours per month

~~7.37.2~~ **Time Off in Lieu of Holidays** – ~~Personnel Assigned Patrol Personnel~~ shall, in lieu of time off on the holidays identified in Section 7.1, receive hours in their holiday time as set forth above, ~~the holiday pay as provided above in this Article VII, be credited with twelve and one third (12 1/3) holiday hours ("Holiday Time")~~ The employee shall receive the amount designated for Patrol Personnel or Non-Patrol Personnel for each month based on which division they were assigned and work fifty percent (50%) or more of their time, during which they work a majority of the time in the patrol division.

7.3.1 Such officers who work on a holiday will be paid at their straight time rate. Officers shall take Holiday Time off in the same manner as other leave is administered in the Department, provided that, any time taken off on a holiday, as identified defined in Section 7.1, shall be deducted from Holiday Time. ~~The Department shall have the right to order an officer to take time off on a holiday, provided that such notice shall be provided to the officer on or before the last day the officer's assigned shift is scheduled to work prior to the holiday.~~

7.3.2 All accumulated Holiday Time ~~of such patrol officers~~ in excess of ~~12.33 twelve and one third (12 1/3) hours and 10.83 hours respectively~~ which has not been used by November 30 of each year shall be "cashed out" by the City paying the employee at the straight time rate for each unused hour of Holiday Time. The ~~12.33 (Patrol) or 10.83 (Non-Patrol) twelve and one third (12 1/3) hours of Holiday Time not cashed out shall be carried over into the next calendar year. Any officer transferring between a patrol assignment and a non-patrol assignment shall receive 12.33 hours of Holiday Time be covered by this Section 7.2 for the month during which the transfer occurred if the officer works a majority of the time in the patrol assignment during that month, as determined by the total hours scheduled in said month, excluding overtime, otherwise the officer shall receive 10.83 hours of holiday leave, be covered by Section 7.1 above. If an officer transfers out of patrol to a non-patrol holiday bank assignment their holiday bank will be cashed out within 30 days.~~

ARTICLE 8 LEAVES

8.1 **Vacation Leave** - Each full-time employee shall earn vacation leave time each month according to length of service, with the total vacation accrual to be as noted in the following schedule:

Length of Continuous Service	Annual Vacation Hours Accrued
1st-2nd year	96
3rd year	104
4th year	112
5th year	128
7th year	136
9th year	144
11th year	152
13th year	160
15th year	168
17th year	176
20th year	184

Vacation accrual rates change on the first pay period following the employee's next year of service. For example, if an employee's hire date is June 20, 2016, the employee starts his/her 3rd year on June

20, 2018, with the accrual increase starting on the first pay period of July 2018.

Employees who are currently receiving vacation leave at the “23 year and on” schedule will be grandfathered at the 192 hours vacation accrued per year. If those employees separate service and are rehired, the grandfathered status will cease.

8.1.1 After six (6) months continuous service, an employee's vacation credits earned shall be vested as of the end of each full month of service and shall be taken in accordance with standard personnel practices in force with the Employer.

8.1.2 Employees whose employment is terminated for any reason shall receive pay for any vacation time earned but not taken through their last full month of employment. When an employee voluntarily resigns his/her employment, the last day worked is considered the last day on the City's payroll, ~~which normally may not be extended by vacations, holidays or compensatory time, which may be extended by up to two weeks through the use of vacation, holiday, or compensatory time upon the employee's request and the Chief's approval.~~

8.2 **Sick Leave** - Please refer to 9.30 Sick Leave in the Personnel Manual.

8.2.1 For the purpose of this Subsection, retirement shall be defined as either (a) normal service retirement or (b) voluntary termination in good standing after twenty (20) years of continuous service with the Redmond Police Department. Please refer to 7.120 Retirement Bonus Pay in the Personnel Manual.

8.2.2 The sick leave provisions contained herein are to be considered as a part of the Employer's obligation under the Law Enforcement Officers and Fire Fighters (LEOFF) Retirement System (Revised Code of Washington, Chapter 41.26) to provide health and disability coverage for the employees included therein. All sick leave time off shall be charged against accrued sick leave regardless of whether it is covered under the LEOFF Act or not. It is not the intention of this provision to provide duplicate coverage, or to provide an extension to LEOFF disability payments beyond six (6) months from the date of disability.

8.3 **Bereavement Leave** - Upon the death, or serious illness with an impending death, of a member of the employee's immediate family, the employee shall be entitled up to forty (40) hours, to be used in full day increments, of Bereavement Leave without loss of compensation for the employee's regularly scheduled shifts not worked during such leave. The forty (40) hours of Bereavement Leave shall be used within a 14-day period from the date of death, or the onset of impending death. Additional time off as may be required for travel or other circumstances may be granted if approved in advance by the Employer. Such additional time shall be deducted from vacation or compensatory leave.

8.3.1 “Immediate Family” for bereavement leave shall be defined as spouse; Domestic Partner; parent; child; sibling; grandparent; grandchild; mother-in-law; father-in-law; step parent; stepchild; foster- child; legal ward; child of a Domestic Partner; or mother, or father, of a Domestic Partner.

8.4 **Leave of Absence** - Leave of absence without pay may be granted to an employee for a period of not to exceed one (1) year by the Department Head subject to the approval of the Mayor when it has been determined to be in the interest and to the welfare and convenience of the

Employer providing adequate provision can be made for replacement of the employee during the employee's absence. To obtain a leave of absence, an employee must take application submitting the reasons for requesting the leave of absence, the length of time requested and the expected return date. No leave of absence without pay shall be granted until all accrued and unused vacation time has been utilized by the employee. Leave of absence time shall not affect civil service and seniority status of the employee.

8.5 Parental Leave and Family Sick Leave – Please refer to 9.30 Sick Leave in the Personnel Manual.

8.6 Shared Leave Program

8.6.1 The parties agree to adopt a Shared Leave Program under the terms and conditions set forth below. All employees covered by this CBA are eligible for the Shared Leave Program.

8.6.2 Purpose - The Shared Leave Program enables regular full-time employees to donate annual vacation leave as defined in 8.6.4 to fellow regular full-time employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses. The program also allows employees to accept donated annual vacation leave to care for relatives or household members suffering from an extraordinary or severe illness if the duration of the illness will cause the employee to take leave without pay or to terminate employment. Implementation of the program for any individual employee is subject to agreement by the Employer, and the availability of shared leave from other employees. The Employer's decisions in implementing and administering the shared leave program shall be reasonable.

8.6.3 Definitions - The following definitions shall apply to this provision.

- a. "Employee's relative": Shall mean the employee's spouse, Domestic Partner, child, step child, child of Domestic Partner, grandchild, grandparent, step parent, or parent.
- b. "Household members": Shall mean persons who reside in the same home who have reciprocal duties to, and provide financial support for, one another. This term shall include foster children and legal wards, even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- c. "Severe or extraordinary": Shall mean serious, extreme, or life-threatening conditions.

8.6.4 Donation Restrictions - The following restrictions shall apply to all shared leave transactions:

- a. Employees may donate vacation leave available in their leave bank, provided the donation does not cause the employee's annual vacation leave balance to fall below forty (40) hours.
- b. Effective on the first payroll period after the signing of the agreement by

both parties, employees may donate Regular Sick Leave (RSL) only, available in their leave bank, provided the donation does not cause the employee's RSL balance to fall below forty (40) hours.

~~c.b.~~ Compensatory leave may be donated, with no restrictions.

~~d.e.~~ The Employer shall determine whether an eligible employee shall receive shared leave and, if so, the amount of donated leave the employee may receive; provided, no employee shall receive more than two thousand eighty-eight (2,088) hours of shared leave during total City employment.

8.6.5 Eligibility - Employees may be eligible to receive shared leave under the following conditions:

- a. When the Employer determines the employee meets the criteria described in this policy.
- b. The employee is not eligible for time-loss compensation under RCW Chapter 51.32. If the time-loss claim is approved at a later time, all leave received shall be returned to the donors, and the employee shall return any overpayment to the department.
- c. The employee has complied with department policies regarding the use of sick leave.
- d. If the donated leave is from a different City agency, it shall be transferable only by agreement of both agency heads.
- e. The Employer may require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

8.6.6 Recipient Responsibilities

- a. Donated leave shall be used only by the recipient for the purposes specified in this policy.
- b. All other forms of available paid leave shall be used prior to applying to the Shared Leave Program, provided that the employee may reserve up to forty (40) hours of sick leave and forty (40) hours of vacation leave.

8.6.7 Return of Shared Leave - Shared leave not used by the recipient shall be returned to the donor(s). Returned leave shall be:

- a. Divided among the donors on a pro-rated basis, computed on the original donated value;
- b. Returned at its original donor value; and

- c. Reinstated to each contributor's ~~annual vacation~~ leave balance at its original donor value.

8.6.8 Calculation of Shared Leave - The receiving employee shall be paid at his/her regular rate of pay: therefore, depending on the value of the shared leave, one (1) hour of leave may cover more or less than one (1) hour of recipient's salary. The dollar value of the leave shall be converted from the donor to the recipient. The leave received shall be coded as shared leave and be maintained separately from all other leave balances.

8.6.9 Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating annual leave for purposes of this program.

8.6.10 When an employee donates RSL, the employee's overall RSL balance is reduced by the amount donated, and donated RSL will not reduce the employee's sick leave bonus.

8.7 The Union may open negotiations in calendar year 2023 on the Union's proposal to allow employees to utilize paid leave to supplement (aka "top off") their pay; provided that such negotiations will not be subject to the interest arbitration process under the statute.

ARTICLE 9 INSURANCE AND DISABILITY BENEFITS

9.1 Self-Insurance - All medical, dental and vision coverage shall be provided through self-insurance by the Employer in substantially the form adopted by the Employee Benefits Committee and approved by the City Council on May 26, 1992 (the "Self Insurance Plan"). Effective January 1, 2008, employees will pay twenty percent (20%) of the dependent medical dental and vision premiums. For each plan year, the Employer shall retain an independent third party, experienced in setting rates for self-funded plans, who shall determine the appropriate and prudent rates for the self-insured plan, to be effective for that year. The independent third party shall use the usual and customary insurance/actuary principles and procedure to establish the rates. Prior to the final rates being set, the City and the independent third party shall meet with the Union to review the methodology and data used to prepare the rates. Bargaining unit employees who elect to be covered by Kaiser Permanente shall pay the cost of such coverage that exceeds the amount paid by the Employer under the self-insured plan for the employee and dependents. The Employer's contribution shall be prorated for part-time employees, pursuant to the Redmond Personnel Manual.

9.1.1 For the purpose of Paragraph 9.1 only, the term "dependent" shall include Domestic Partners and a Domestic Partner's dependent children. Such designation shall not control whether such individuals are dependents for any other purpose, including federal income tax.

9.1.2 The Employer and Union agree to continue to use the Benefits Committee, on which the Union has a representative, to explore modifications to the Self- Insurance Plan.

9.2 Liability Insurance - The Employer shall continue to provide the current insurance protection against potential liability actions resulting from an employee's performance of duty, ~~unless and until the City adopts an ordinance, in substantially the form attached hereto, providing~~

~~for the indemnification, holding harmless, and defense of employees against potential liability actions resulting from an employee's performance of duty. Upon the adoption of and during the maintenance of an ordinance in substantially the form attached hereto, the City shall be relieved of its obligation to provide the current insurance protection against potential liability actions resulting from an employee's performance of duty. In the event the ordinance is not adopted or is adopted and materially changed or repealed, the City shall comply with the obligation to provide the insurance protection against potential liability actions resulting from an employee's performance of duty at the level in effect on January 1, 2006. Employer undertakes a good faith obligation to provide the Union with a summary of any material changes to the liability insurance policy within thirty (30) days after the renewal date of the policy. Provided, however, if the Employer fails to provide the summary or the summary is, for any reason, not acceptable to the Union, the Union shall have the obligation to make a written request to Employer for the summary, or modifications thereto.~~

9.3 Disability Benefits - Regular full-time employees who are disabled and unable to return to work on account of illness or injury for a continuous period in excess of three (3) months, and who have used all of their sick leave and vacation benefits, shall receive, for a period not to extend beyond the end of six (6) months of continuous absence from work, disability benefits in the following amounts, less Workers' Compensation Benefits and any amounts paid to the employee from or on behalf of the City, received during the corresponding pay periods, based on length of continuous City employment prior to the last day of work:

Two (2) years of employment:	30% of salary
Three (3) years of employment:	40% of salary
Four (4) years of employment:	50% of salary
Five (5) or more years of employment:	60% of salary

An employee shall not be eligible for the disability benefits as provided in this Section if the employee has previously received such benefits within the five (5) years immediately prior to the last day of work prior to the disability.

9.4 Life Insurance - The Employer shall provide a life insurance and Accidental Death and Dismemberment (AD&D) policy in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) per employee.

9.5 Section 125 Plan - Employees in the bargaining unit will be eligible to participate in the Employer's Section 125 plan.

9.6 Western Conference of Teamsters Pension - ~~The City and the Union agree to re-open negotiations during the term of this Agreement upon request by the Union for the purpose of negotiating procedures and policies for employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust Plan (Plan). The parties understand and agree that the Union will conduct a membership vote to determine whether the membership will participate in the Plan, and that if a majority of members vote in favor of participation, all members must participate. The city agrees to divert from the wages of the members to the Plan's Trust payment on the account of the members as directed by the Union and/or the Plan's Trust.~~

~~**9.6 Participation in Employer's Wellness Program** - The Union will participate in the~~

~~Employer's Wellness Program effective January 1, 2013 with no separate monthly charge (premium) to be paid by any individual employee or the Union for participating in the Wellness Program.~~

ARTICLE 10 UNIFORMS, CLOTHING ALLOWANCE, AND CLEANING ALLOWANCE

10.1 Uniform - The employer shall continue to provide each employee with all authorized and required uniforms and equipment. Any changes to the authorized and required uniforms and equipment shall be by mutual agreement through the labor management process.

10.2 Clothing Allowance - Detectives, Detective Sergeant, and Recruitment Officers required to wear professional business attire shall receive a clothing allowance of Three Hundred and Fifty Dollars (\$350.00) each six (6) months. Detectives (which shall include employees assigned to ~~non-uniformed specialty assignment~~~~Pro Aet~~) and Detective Sergeants (which shall include Sergeants assigned to ~~non-uniformed specialty assignment~~~~Pro Aet~~) who are not required to wear professional business attire, receive a clothing allowance of Three Hundred and Fifty Dollars (\$350.00) each twelve (12) months. For assignments that may be temporary in nature the clothing allowance shall not be payable until and unless the employee has been continuously assigned to the non-uniformed position for a period of six (6) months, at which time the allowance shall be paid retroactively to the first date of such assignment. An employee assigned to a non-uniformed unit for the first time and required to wear professional business attire shall receive two (2) clothing allowance payments in advance at the commencement of the assignment which shall be a credit against the first two (2) clothing allowance payments which would otherwise be paid to the employee. An employee assigned to a non-uniformed unit for the first time and not required to wear professional business attire shall receive one (1) clothing allowance payment in advance at the commencement of the assignment which shall be a credit against the first clothing allowance payment which would otherwise be paid to the employee. As a condition of receiving each allowance payment, employees may be required to provide receipts for purchase of appropriate detective clothing. Such receipts may be used in the year the clothing was purchased with any excess receipts over the annual clothing allowance usable in the two years following the purchase of the clothing.

10.3 Loss and Destruction - Employees shall be held accountable for all protective clothing or protective devices assigned to the employee by the Employer. Loss or destruction of items of clothing or protective devices shall be replaced by the Employer where said loss was incurred as a direct result of the performance of the employee while on the job or as the result of an occurrence not due to the employee's intentional act or negligence. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of the employee's negligence shall be replaced by the employee.

10.4 Property of Employer - All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer. ~~If the Employer requires an employee to carry a Cell Phone while off duty, the Employer shall provide the employee with the option of driving a City vehicle to and from the employee's residence.~~ The Employer shall be free to adopt regulations governing the use of ~~all issued uniform, vehicles, and equipment, the vehicle while the employee is off duty.~~

10.5 Cleaning - Those personnel issued the washable "Class A" uniform shall be responsible

for all cleaning costs associated with it, except the “wool” Class A uniform. All personnel identified in section 10.2 of this agreement shall have their clothing cleaned, at one hundred percent (100%) of the necessary cost, by a cleaning service provided by the Employer.

ARTICLE 11 MISCELLANEOUS

11.1 Training - When any employee is required to attend law enforcement training courses, unless otherwise paid for, the entire costs shall be borne by the Employer by making arrangements to be billed by the school in advance for tuition and actual expenses incurred, by reimbursement, or by a combination of these methods. Whenever permitted by State Law the Employer shall make every effort to obtain authorization for payment of expenses in advance to the end that the employee shall not be required, to the extent possible, to attend such schools under a “pay out of your own pocket and be reimbursed” arrangement.

11.1.1 In order to minimize disruptions to employees’ lives, the Employer shall attempt to schedule training during employees’ regular shifts. Recognizing that scheduled training during employees’ regular shifts will not always be possible and subject to the requirements of Articles

11.1.3 and 11.1.4, in the event an employee is required to attend training lasting eight (8) hours or more on the employees’ regular day off or requests and is approved for training lasting eight

(8) hours or more on the employee’s regular day off, the Employer may: (a) deny the training, or

(b) compensate the employee in pay or compensatory time at a time and one-half the regular rate for all training, or (c) flex the employee’s schedule to accommodate such training so long as the Employer provides the employee with at least seven (7) calendar days’ notice that his/her schedule will be flexed. The seven (7) calendar days’ notice may be waived by the employee. In the event an employee’s schedule is flexed, the alternate days off must be mutually agreed to.

11.1.2 The option to be credited compensatory time shall not apply to employees during Basic Academy Training. It shall be the responsibility of Employees attending Basic Academy Training to notify the Chief or the Chief’s designee of optional training schedules established by the Academy that will cause overtime to accrue and to obtain prior approval for the overtime. If the Department denies the overtime request, the Department shall inform the Academy that it has elected to not pay for the overtime, and that the employee is not expected to attend the designated optional training. The Department shall also inform the Union of the denial and the reasoning therefore.

11.1.3 If there is an approved training or meeting that occurs outside the employee’s regularly scheduled hours and the employee is required to attend online, the employee shall receive the overtime rate for hours attending the training or meeting, and not the minimum callback.

~~**11.1.4**~~**11.3** All employees required to attend training of eight (8) hours or more shall: (a) be relieved from working either nine (9) hours prior to the beginning of training or nine (9) hours after the conclusion of training with no loss of pay, and (b) have the time spent in training treated as the employee’s normal work shift on the training day and receive compensation for the training period at his or her regular rate of pay. The employee will be compensated for training at the overtime rate if the training last longer than the employee’s regularly scheduled shift.

~~11.1.4.1~~~~11.1.3.1~~ An employee that would be relieved under this section shall have the option not to work his/her scheduled shift before the training. Employees opting not to work a scheduled shift before the training will be required to use utilize accrued leave to cover the hours from the start of his/her scheduled shift to the time when the employee would have been relieved.

~~11.1.5~~~~11.4~~ The schedule of an employee attending full day or longer training courses shall be adjusted to conform to the hours of the training program and to exclude breaks and eating periods from the work day, provided, however, if the training is within the City of Redmond and the employee is subject to call during the training, breaks and eating periods will be included in the work day.

11.2 Department Meetings - All department meetings that off duty employees are required to attend shall be compensated for at the overtime rate set. The Employer shall whenever possible give employees reasonable notice of said meetings.

11.2.1 Attendance at optional special training classes, whether conducted at the police station or at other locations, shall be without additional compensation.

11.3 Compensatory Time - Compensatory time may be accrued by an employee in lieu of pay for court-time call backs, holidays or overtime up to a maximum of one hundred and twenty (120)ninety (90) hours. Compensatory time cannot be earned when an employee works an extra duty assignment and the City is paid by a non-LEOFF employer (see 4.5.3). Employees shall be allowed to cash out some or all of their compensatory time at their discretion.

11.3.1 The Chief of Police shall have the discretion of permitting additional compensatory time in lieu of overtime pay.

11.3.2 Accrued compensatory time off shall be taken at a time mutually agreeable to the Employer and the employee. Compensatory time off shall not be taken in conjunction with vacation leave except upon the approval of the Chief of Police or designee.

11.3.3 No compensatory time shall be deducted from that accrued to the employee unless the employee actually used that compensatory time or was paid for same or agreed to having it removed for disciplinary purposes.

11.4 Ammunition - Employer shall provide and replace at least annually the necessary duty ammunition for each commissioned officer with such amount to be no less than one box. In addition, no less than six hundred (600) rounds of target ammunition shall be provided each commissioned officer on an annual basis for purposes of firearms training and qualification.

11.5 Performance of Duty - All employees covered by this Agreement shall present themselves on time for their duty schedules in proper working uniform, ready to perform their assigned duties and that there shall be no strikes, slow-downs, stoppage of work or any interference with the efficient management of the Police Department.

11.6 New Hire Probationary Period - The probationary period for Police Officers sent to the Basic Law Enforcement Training Academy shall be one (1) year from the date the officer successfully completes the Academy. Otherwise, probation shall be governed by the Redmond

Civil Service Rules and Regulations.

11.7 Civil Service: Discipline and Discharge - Any conflict between the provisions of this Agreement and the City of Redmond Civil Service Rules and Regulations shall be resolved as follows:

- a. To the extent the labor agreement does not address a matter (i.e., discipline, seniority, layoffs, etc.) and Civil Service does, then Civil Service shall prevail; and
- b. To the extent the labor agreement addresses a matter (i.e., discipline, seniority, layoffs, etc.) and Civil Service also does so, the labor agreement shall prevail. The Employer and Union otherwise retain their statutory rights to bargain changes in Civil Service Rules and Regulations (i.e., changes initiated after the effective date of this Agreement) for employees in the bargaining unit. Upon receiving notice of such proposed change(s) from the Civil Service Commission, either party may submit a written request to the Mayor (within sixty (60) calendar days after receipt of such notice) and the result of such bargaining shall be made a part of this Agreement.
- c. In the case that such discipline and discharge is governed by SB 5055, the process and procedure set forth therein shall govern to the extent it conflicts with this Agreement and/or Civil Service Rules.

All demotion, suspension or discharge actions of a nonprobationary nature (i.e., after the probationary period) shall be taken only for just cause, and shall be subject to review solely through the grievance procedure contained in this Agreement, provided that, if the Union elects to not submit a demand for arbitration pursuant to Subsection 13.1.2 of the grievance procedure, thereby waiving the right to arbitration, the employee shall have the right to review of the action by the Civil Service Commission, as provided in the Civil Service Rules and Regulations, which shall then apply the substantive and procedural rights as provided in the Civil Service Rules and Regulations. The parties further agree that all decisions relating to the accommodation of a disability are excluded from civil service review provided that such decisions shall be subject to the grievance procedure of this Agreement to the extent such decision is governed by this Agreement.

11.8 Nondiscrimination - The Employer shall not unlawfully discriminate against any employee with respect to compensation, terms, conditions or privileges of employment, on the basis of race, color, creed, religion, age, gender, marital status, sexual orientation, honorably discharged veteran or military status, Union membership, or the presence of any sensory, mental or physical disability. An employee or Union claiming discrimination under this Section shall not be entitled to a remedy under the grievance procedure in the event the employee or the Union seek other administrative or legal remedies for the alleged discrimination, provided however, that filing a claim solely for the purpose of complying with applicable time limitations (such as a statute of limitations) shall not be considered as seeking another remedy unless and until the employee or Union fails to obtain dismissal of such claim within a reasonable time after there has been an award in the grievance arbitration. If the employee or Union fails to obtain such a dismissal, or seeks other administrative or legal remedies for the alleged discrimination after the grievance arbitration award, the grievance arbitration award shall be vacated, of no force and effect, and the parties shall

be entitled to be placed in the status quo ante, in effect prior to the issuance of the arbitration award.

11.9 Crime Prevention Officer and Public Information Officer (PIO) - All of the duties that have been performed by the Crime Prevention Officer and all of the duties performed by the Public Information Officer (PIO) may be assigned either to this bargaining unit or to a civilian position covered by the Police Support Bargaining Unit.

ARTICLE 12 PHYSICAL FITNESS PLAN

12.1 General Purpose

12.1.1 Law enforcement officers have unique job functions, some of which can be physically demanding and dangerous. An officer's capability to perform those functions can affect personal and public safety. Physical fitness underlies an officer's ability to perform many of the frequent and critical job tasks as well as the demanded training of skills.

12.1.2 The purpose of the City of Redmond Police Department physical fitness plan is to promote the physical capability of the members of the Redmond Police Department to meet the physical demands inherent in a police officer's job and to enhance the members' general physical fitness level, with the understanding that some individuals have unique physical characteristics which must be taken into account in assessing and applying the requirements for obtaining the physical fitness incentive.

12.1.3 Participation in the physical fitness program is voluntary. The design of the physical fitness program is not intended to be punitive in nature, but is instead designed to encourage employees to continue to maintain the ability to meet the requirements of the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy (BLEA) Physical Ability Test (PAT).

12.2 Standards

12.2.1 The standard employees must satisfy are the requirements of the PAT, including achieving the minimum score for each individual testing component as well as the minimum passing score established by BLEA.

12.3 Conduct of Examinations

12.3.1 Officers and Sergeants who chose to participate will demonstrate that they meet the requirements of the PAT to a qualified physical fitness instructor during the calendar year. Employees must have successfully completed field training to qualify for the PAT Bonus under the Physical Fitness Plan. Employees shall be given up to three (3) opportunities to successfully complete the test per BLEA standards.

12.3.2 Members shall be on on-duty status during the examination process, but shall receive no overtime or extra compensation for the time spent taking the examination unless ordered to take the test at a time other than scheduled hours of work. To receive the Bonus, the test must be taken after completing field training.

12.3.3 Members shall not be required to sign waivers of liability for the examination.

12.4 Physical Limitations

12.4.1 Any employee with proven, temporary physical limitations which prevent or substantially hinder compliance with any or all of the requirement(s) for obtaining the physical fitness incentive should be granted an exemption from compliance with such requirements.

12.4.1.1 To be eligible for such an exemption, an employee must submit a written statement from the employee's physician, to the Employer, establishing the condition or disability which prevents the employee from meeting any or all of the requirement(s) for obtaining the physical fitness incentive.

12.4.1.2 If the Employer disagrees with the judgment of the employee's physician, then the Employer shall have the right to have the employee examined by a physician of its choice and at its expense.

12.4.1.3 If the physician utilized by the Employer disagrees with the employee's physician, then the two physicians shall select a third physician, who shall examine the employee at the Employer's expense.

12.4.1.4 The judgment of the third physician as to the employee's physical condition shall be binding, unless mutually agreed to the contrary by the parties.

12.4.1.5 If an employee granted such a temporary exemption meets the standards for which the employee was not granted an exemption, then the employee shall be deemed to have demonstrated that he/she meets the requirements for obtaining the physical fitness incentive and shall be paid the incentive in accordance with section 12.6 below.

12.4.2 In the event an employee is unable to meet any of the standards of the plan due to a disability as defined in the Americans With Disabilities Act ("ADA"), Washington State Law Against Discrimination ("WSLAD"), or claims that a standard is contrary to any laws or regulations, then the Employer will meet and discuss such situations on a case-by-case basis to jointly determine, in consultation with the individual employee, whether an alternative requirement or requirements can be established for the employee which complies with such legal requirements. This review and consultation shall be limited to the specific requirement(s) which the employee is unable to meet due to such disability, or the requirement(s) which otherwise fails to meet established legal requirements.

12.4.2.1 Upon request by the City, the employee shall (a) provide information regarding any claimed disability, including a statement by the employee's treating physician, and (b) submit to an examination by a physician selected by the City, at the City's expense.

12.4.2.2 If it is determined that a meaningful alternative requirement or requirements cannot be established for the employee or that a test poses an increased risk to the employee, the requirement(s) shall be waived and the employee shall be deemed to have demonstrated that he/she meets the requirements for obtaining the physical fitness incentive and shall be paid the incentive in accordance with section 12.6 below.

12.4.2.3 If the employee and Employer are unable to reach agreement relating to adjustment or waiver of the requirement(s) due to disability or otherwise as provided herein, the issue may be submitted by either party to the grievance procedure. The parties acknowledge that the intent of this Subsection is to provide a procedure by which the physical fitness standards can be customized on an individual basis as required to accommodate protected disabilities, or other legal requirements, and the parties agree to cooperate to accomplish this goal.

12.4.3 The Employer agrees to indemnify and hold the Union harmless from liability to any employee who successfully claims that the physical fitness requirements or alternative requirements violate the employees' rights under the ADA or WSLAD.

12.5 Training for the Plan

12.5.1 To the extent shift scheduling allows, the Employer, in its reasonable discretion, will endeavor to allow three (3) hours of duty time per week to train for the physical fitness plan. This time can be taken in a maximum of sixty (60) minutes at a time. These 60 minutes include dressing time to get ready for physical fitness and to get ready to go back into service.

12.6 Annual Incentive Bonus

12.6.1 Employees who are able to demonstrate that they meet the requirements of the PAT shall receive an incentive bonus of two and one-half percent (2.5%) of the employee's base annual salary effective at the time of the test. The employees who successfully pass the test shall receive this bonus incentive within thirty (30) days of taking the test.

12.7 Physical Fitness Reopener - Either party may reopen this Article 12 for negotiation at any time during the term of this Agreement for the purpose of modifying the provisions hereof to conform to statutory and/or regulatory requirements.

ARTICLE 13 GRIEVANCE PROCEDURE

13.1 Definition and Procedure - A grievance shall be defined as an issue ~~raised~~ relating to the interpretation, application or violation of any terms or provisions of this Agreement. The Union, the appealing employee, and any other bargaining unit members shall utilize the grievance procedure to appeal any grievance based on rights under this Agreement.

13.2 Grievance Steps

Step 1 – Informal Resolution to Immediate Supervisor

Within fourteen (14) calendar days after the event giving rise to the grievance, or within fourteen (14) calendar days after the employee could reasonably have been expected to have known of the event, the employee shall discuss the problem with the employee's immediate supervisor. Both parties shall attempt to resolve the problem during this discussion and shall provide an informal resolution response in writing (email, memorandum, or other written format) within fourteen (14) calendar days.

Step 2 – To Police Captain

~~13.1.1~~ ~~An~~ If the employee and/or the Union decides that the grievance has not been satisfactorily resolved at Step 1, within fourteen (14) calendar days the Union will submit the grievance at Step 2 in writing to the affected employee's Police Captain from the occurrence or knowledge of the occurrence of an alleged grievance or when the employee and/or Union should reasonably have known of the existence of the grievance may bring said grievance to the attention of the Chief. The grievance shall be in writing, setting forth the nature of the grievance, the facts and/or documents on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. The Police Captain shall respond in writing within fourteen (14) calendar days from the date the Step 2 grievance was received.

Step 3 – To Police Chief

If the Police Captain's response does not resolve the grievance at Step 2, within fourteen (14) calendar days of the response, the Union shall submit the grievance at Step 3 to the Chief in writing for adjustment. The Chief shall respond in writing within fourteen (14) calendar days from the date the Step 3 grievance was received.

~~13.1.2~~ The Chief or the Chief's designee shall respond in writing to the alleged grievance within fourteen (14) calendar days. If the Chief's response does not resolve the grievance, the Union shall, within fourteen (14) calendar days after the date of the Chief's response, submit the grievance to the Mayor in writing for adjustment.

Step 4 – To Mayor

If the Chief's response does not resolve the grievance at Step 3, within fourteen (14) calendar days, the Union may submit the grievance to the Mayor in writing for adjustment. The Mayor shall have fourteen (14) calendar days from the date the Step 4 grievance was received to respond in writing to the Step 4 grievance.

Step 5 – Mediation

Upon failure of the Mayor to resolve the alleged grievance at Step 4 within the following fourteen (14) calendar day period, the Union shall then be permitted the right to submit a written demand for arbitration to the Employer, within fourteen (14) ~~twenty-eight (28)~~ calendar days. ~~13.1.3~~ ~~If the grievance is not settled satisfactorily by the Mayor, the~~ The Union and the Employer may mutually agree to submit the grievance to mediation. ~~If there is a mutual agreement~~ ~~W~~ within fourteen (14) calendar days the ~~two (2)~~ parties shall agree upon a mediator drawn from a panel of neutral mediators trained in grievance mediation. The mediator will attempt to assure that all necessary facts and considerations are disclosed but will not have authority to compel resolution of the grievance. The parties will not be limited in mediation solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed.

Step 6 – Arbitration

If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with SB 5055 and according to the procedure described in

~~Subsection 13.1.4~~ below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator or any party in the process of the mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing. The cost of the mediator shall be borne equally by both parties.

~~13.1.4~~ The Employer and the Union shall immediately thereafter select an arbitrator to hear the grievance dispute. If the Employer and the Union are not able to agree upon an arbitrator within ~~fourteen (14)~~~~five (5)~~ calendar days after receipt by the Employer of the demand for arbitration, the Union and/or Employer may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or other referral service as agreed by the parties. After receipt of the same the parties shall alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator's decision may not provide for retroactivity beyond one hundred eighty (180) days prior to the filing of the grievance.

~~13.1.7~~ The expenses of the arbitrator, the cost of any hearing room and the cost of shorthand reporter, unless such are paid by the State of Washington, shall be borne by the losing party. The arbitrator shall designate the losing party in the arbitration decision. Each party shall be completely responsible for bearing all costs of preparing and presenting its own case, including compensating its own attorneys and witnesses. This agreed allocation of costs is intended to supersede any statutory provision assessing attorneys' fees against a party so long as the City does not appeal an arbitration decision. If the City appeals an arbitration decision, this section shall be null and void as to the grievance giving rise to the arbitration decision from the date the grievance was originally filed, and this section shall not supersede any statutory provision assessing attorneys' fees against the City.

13.3 Arbitration Election of Remedies – It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the Union to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter. The Union does not have a right to bypass the arbitration provisions of this Agreement and resort to litigation or any other forum to appeal a grievance based on rights under this Agreement.

13.4 Bypassed Steps – Upon mutual agreement, one or more steps above may be skipped.

~~13.1.5~~**13.5 Timeline Extension** – In the event one of the parties is unable to meet the time deadlines set forth in the steps above, the parties will mutually agree to a timeline extension. the other party shall grant an extension for good cause shown.

~~13.1.6~~**13.6 Union Assistance** - Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance to any stage of the grievance procedure.

~~13.1.8~~**13.7 Union Business During the Grievance Process** - Union business conducted by a

representative of the Union and aggrieved employee under this Section may be performed during duty hours consistent with the requirements of Section 4.1.

ARTICLE 14 SCOPE OF AGREEMENT

14.1 General - This Agreement contains all the terms and conditions agreed upon by the parties, and any and all rights concerned with the management and operation of the Department in accordance with its responsibilities and the powers and authority, which the Employer possesses, are exclusively that of the Employer unless expressly limited by this Agreement.

14.2 Personnel Manual - The City of Redmond Personnel Manual ~~authorized by Ordinance and as supplemented or amended hereafter by City Ordinance and Executive Order~~ is hereby made a part of this Agreement except that specific provisions of this Agreement shall prevail wherever a conflict therewith exists. Without waiving any rights to bargain regarding any other matter, the Union shall retain its rights under state law to bargain any changes in the personnel manual which concern or impact mandatory subjects of bargaining relating to the Bargaining Unit. The City will give thirty (30) days' notice prior to any changes.

14.3 Right to Bargain - The parties to this Agreement acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the Employer and the Union each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically covered by this Agreement during the term of the Agreement, except as otherwise mutually agreed upon.

~~**14.4 Unintended Consequences** - It is the intent of the parties to continue the contract period as if there was no transition from RPA to Teamsters while recognizing that there has been a transition in Union representation. The intention is not to otherwise modify the contract until the end of the original contract period. The parties agree that the MOUs and LOUs attached to this contract as Appendix C shall continue in effect for the duration of this agreement. If, during the term of this Agreement or any extension thereof, there is an issue that arises related to an MOU, LOU, or Agreement that would have been handled differently had the Teamsters not become the representative, the Parties agree that their intention will be to carry out the terms of the MOU, LOU, or Agreement as it would have been if there was not a transition to Teamsters representation.~~

ARTICLE 15 LEGALITY

15.1 General - Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a Court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Should any proposal submitted by the Union and agreed to by the Employer not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such proposals or any part thereof shall become effective at such time, in such amounts, and for such periods as shall be permitted by Law at any time during the life of this Agreement.

**ARTICLE 16
DURATION AND REOPENERS**

16.1 This Agreement shall be effective ~~January 1, 2022~~~~September 22, 2020~~, and shall remain in full force and effect through December 31, ~~2024~~~~2025~~~~2021~~.

The parties agree that retroactive application of any contract amendments governing wages and overtime compensation for the period between January 1, 2022 and the execution of the collective bargaining agreement for that period will be paid only to individuals who either (a) are on the payroll as of the date of ratification, (b) have retired between January 1, 2022, and the dates of ratification, or (c) permanently left employment as a result of disability between January 1, 2022 and the date of ratification. All other contract amendments other than those changing wages and overtime pay, will be effective on the first payroll period after the signing of the agreement by both parties.

CITY OF REDMOND

TEAMSTERS LOCAL UNION NO. 117/IBT

By: _____
Angela Birney, Mayor

By: _____
John Searcy, Secretary-Treasurer

Date: _____

Date: _____

ATTEST:

By: _____
Cheryl Xanthos, City Clerk

Date: _____

APPENDIX A

PAY PLAN "P" – TEAMSTERS LOCAL UNION 117 POLICE OFFICER, CORPORAL, & SERGEANT

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF REDMOND, WASHINGTON (hereinafter referred to as the "Employer") and Teamsters Local Union 117 (hereinafter referred to as "Union").

A.1 **Salary Schedule and Adjustments** – Salaries set forth in the following schedules (Pay Plan "P") shall be adjusted each year as set forth here:

January 1, 2022 Salary - Effective January 1, 2022, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 6.3% increase for all positions and an additional 4% increase for Sergeants. Retroactive pay shall be applied pursuant to Article 16.1.

2021-2022 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
Ordinance No. -					
Effective Jan. 1, 2021-2022					
Teamsters Local Union 117					
Grade	Position Title	Step	Duration	Monthly	Annually
P1	Police Officer	A	0-12m	\$7,106	\$85,272
		B	13-24m	\$7,298	\$87,576
		CA	25-36m	\$7,668	\$92,016
		DB	37-48m	\$7,861	\$94,332
		EC	49m+25m+	\$8,230	\$98,760
P3	Corporal	A		\$9,053	\$108,636
P5	Sergeant	A	0-12m	\$9,687	\$116,244
		B	13m+	\$9,977	\$119,724

January 1, 2023 Salary - Effective January 1, 2023, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 7% increase.

2023 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
Ordinance No. -					
Effective Jan. 1, 2023					
Teamsters Local Union 117					
Grade	Position Title	Step	Duration	Monthly	Annually
P1	Police Officer	A	0-12m	\$8,722	\$104,664
		B	13-24m	\$8,941	\$107,292

Commented [DP2]: Movement to 7% in lieu of increases in education incentives and specialty pay.

		C	25m+	\$9,360\$9,273	\$112,324\$111,276
P3	Corporal	A		\$10,297\$10,200	\$123,564\$122,400
P5	Sergeant	A	0-12m	\$11,459\$11,352	\$137,508\$136,224
		B	13m+	\$11,802\$11,692	\$141,624\$140,304

January 2024 Salary - Effective January 1, 2024, the monthly salaries for employees covered by this Agreement shall be increased by one hundred percent (100%) of the first half annual 2023 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue, with a 2% minimum and 5% maximum.

January 2025 Salary - Effective January 1, 2025, the monthly salaries for employees covered by this Agreement shall be increased by one hundred percent (100%) of the first half annual 2024 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue, with a 2% minimum and 5% maximum.

January 1, 2019 Salary - Effective January 1, 2019, the monthly rates of pay for employees covered by this Agreement shall be based on the following. For Police Officer, this represents a 4% increase and a one-time competitive market adjustment of approximately 1.19%. Corporal is a newly established position as of January 1, 2019, and is a 10% increase above Step E of Police Officer. Sergeant Step A is a 7% increase above Corporal, and Sergeant Step B is a 3% increase above Sergeant Step A.

2019 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
-					-
Ordinance No. -					-
Effective Jan. 1, 2019					-
Teamsters Local Union 117	-	-	-	-	-

Grade	Position Title	Step	Duration	Monthly	Annually
P1	Police Officer	A	0-12m	\$6,634	\$79,609
		B	13-24m	\$6,813	\$81,756
		C	25-36m	\$7,159	\$85,904
		D	37-48m	\$7,338	\$88,058
		E	49m+	\$7,683	\$92,199
P3	Corporal	A		\$8,452	\$101,419
P5	Sergeant	A	0-12m	\$9,043	\$108,518
		B	13m+	\$9,314	\$111,773

~~January 1, 2020 Salary~~ Effective January 1, 2020, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 4% increase.

2020 PAY PLAN "P" – POLICE OFFICER AND SERGEANT					
-					
Ordinance No. –					
Effective Jan. 1, 2020					
Teamsters Local Union 117					
Grade	Position Title	Step	Duration	Monthly	Annually
P1	Police Officer	A	0-12m	\$6,899	\$82,793
		B	13-24m	\$7,086	\$85,026
		C	25-36m	\$7,445	\$89,340
		D	37-48m	\$7,632	\$91,580
		E	49m+	\$7,991	\$95,887
P3	Corporal	A		\$8,790	\$105,476
P5	Sergeant	A	0-12m	\$9,404	\$112,858
		B	13m+	\$9,687	\$116,244

~~January 1, 2021 Salary~~ Effective January 1, 2021, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 3% increase.

2021 PAY PLAN "P" – POLICE OFFICER AND SERGEANT					
-					
Ordinance No. –					
Effective Jan. 1, 2021					
Teamsters Local Union 117					
Grade	Position Title	Step	Duration	Monthly	Annually
P1	Police Officer	A	0-12m	\$7,106	\$85,277
		B	13-24m	\$7,298	\$87,577
		C	25-36m	\$7,668	\$92,020
		D	37-48m	\$7,861	\$94,328
		E	49m+	\$8,230	\$98,764
P3	Corporal	A		\$9,053	\$108,640
P5	Sergeant	A	0-12m	\$9,687	\$116,244
		B	13m+	\$9,977	\$119,732

A.1.2 Advancement through the proficiency levels shall be automatic, provided performance of the individual is progressing satisfactorily. Should performance not be progressing satisfactorily the next automatic step may be extended for up to six (6) months, provided the employee has been notified in writing at least thirty (30) days prior to the date the increase would become effective.

A.1.3 All increases in rates of pay shall become effective on the pay anniversary date as

defined in the Redmond Personnel Manual.

~~A.3 — **Accreditation Pay** - The salaries specified in the pay plans included as exhibits herein or adopted pursuant to this Agreement include the 1.25% incentive pay recognizing the Department's accreditation by the Commission on Accreditation for Law Enforcement Agencies or other accrediting entity or agency selected by the Department. Should the Police Department lose its accreditation, the rates will be reduced by 1.25%.~~

A.2A.4 Premium Pay - Employees shall be entitled to receive the following percentage of base salary as premium pay, based upon their years of service as a uniformed officer within the Department:

Completed Years of Service	Longevity Premium	Education Premium	
		AA Degree or 135 Credits from an Accredited Four-Year College or University	OR Bachelor's Degree
0	--	.75%	1.5%
3	--	.75%	1.5%
4	--	.75%	1.5%
5	1.0%	1.5%	3.0%
6	1.0%	1.5%	3.0%
7	1.0%	1.5%	3.0%
8	1.0%	1.5%	3.0%
9	1.0%	1.5%	3.0%
10	2.25%	1.5%	3.5%
11	2.25%	1.5%	3.5%
12	2.25%	1.5%	3.5%
13	2.25%	1.5%	3.5%
14	2.25%	1.5%	3.5%
15	3.0%	2.0%	4.5%
16	3.0%	2.0%	4.5%
17	3.0%	2.0%	4.5%
18	3.0%	2.0%	4.5%
19	3.0%	2.0%	4.5%
20	4.0%	2.5%	5.0%
25	4.5%	2.5%	5.0%

Effective January 1, 2022, longevity pay and education premium shall be adjusted as set forth here:

Completed Years of Service	Longevity Premium	Education Premium	
		AA Degree or 135 Credits from an Accredited Four-Year College or University	OR Bachelor's Degree
	2022 — 2023+	2022 — 2023+	2022 — 2023+
0	--	2.5% — 2.5%	5.0% — 6.0%
5 (Effective the first full month of the 6 th year)	2.0% — 2.0%	2.5% — 2.5%	5.0% — 6.0%

10 (Effective the first full month of the 11 th year)	3.0% 3.0%	2.5% 2.5%	5.0% 6.0%
15 (Effective the first full month of the 16 th year)	4.0% 4.0%	2.5% 2.5%	5.0% 6.0%
20 (Effective the first full month of the 21 st year)	5.0% 5.5%	2.5% 2.5%	5.0% 6.0%
25 (Effective the first full month of the 26 th year)	6.0% 6.5%	2.5% 2.5%	5.0% 6.0%

*For example, employee hired May 5, 2022: The employee would finish the first five years of service through May 5, 2027, and the longevity premium would be effective June 1, 2028.

All degrees and credits must be from an accredited institution reasonably acceptable to the City.

Employees who receive tuition reimbursement are not eligible to receive the education premium until they have reimbursed the City for the entire tuition reimbursement amount they received. All funds paid to an employee pursuant to Section A.6 or any similar tuition reimbursement plan, except for post college graduate classes under prior agreements or the Employee Education Assistance Program (EEAP) in the City's Personnel Manual, shall be a credit and set off against the amounts due to the employee pursuant to the Education Premium percentage until the City has been fully reimbursed for the total amount it paid the employee.

A.3A.5 Special Assignments

Specialty Assignment*	Increase	Term Year
Detective Sergeant and Detective Officers Assigned to Specialty Units (non patrol units) Specialty assignments to include detectives, traffic, SRO, recruiting, training, engagement, or others as designated by the Chief of Police.	4% above regular base pay for 2022. 5% above regular base pay beginning January 1, 2023.	Up to 5 years, with subsequent two-year extensions.
Pro-Act Sergeant and Pro-Act Detective	4% above regular base pay	
K-9 Officer	To compensate employees assigned as K-9 Officers for the duties related to the care and maintenance of the police dog, <u>effective on the first payroll period after the signing of the agreement by both parties.</u> K-9 Officers shall:	Up to 5 years, with subsequent two-year extensions.

	<p>a. receive an additional four percent (4%) three and one-half percent (3.5%) of their base pay;</p> <p>b. one (1) hour each week at their overtime rate <u>if on a 5/8 schedule and one and one half (1.5) hours each week at their overtime rate if on a 4/10 schedule</u>; and</p> <p>c. one-half (1/2) hour “release time” per regularly scheduled shift for such care and maintenance.</p>	
Traffic Sergeant and Traffic Officer	4% above regular base pay	
School Resource Officer (SRO)	4% above regular base pay	
Recruiting Officer	4% above regular base pay	
Training Sergeant	4% above regular base pay	
Outreach Sergeant	4% above regular base pay	
Corporal	Pay as provided in pay plan.	<u>Up to 5 years, with subsequent two-year extensions.</u>

Collateral Duties*	Increase	Term Year
SWAT CNT <u>Instructor Disciplines:</u> - Firearms Instructors - DT Instructors - EVOC Instructors - Active Shooter - Patrol Tactics - Intervention	4% above regular base pay. Employees assigned more than one of the collateral duties shall be capped at 4 6% above regular base pay.	<u>Up to 5 years, with subsequent two-year extensions.</u>

*The pay for employees working in a specialty assignment and assigned one or more of the listed collateral duties shall be capped at 6% above regular base pay. An employee may hold no more than one specialty assignment. Those employees assigned as Corporal and Sergeant are not eligible for special assignment or collateral pay.

A.4 Shift Differential – Effective on the first payroll period after the signing of the agreement by both parties, a premium of one percent (1%) will be added to the monthly rate of pay for employees who are assigned to the patrol night shift.

A.5 Work Out of Classification - A provisionally appointed Sergeant shall receive Step “A” of the Police Sergeant rate of pay retroactive. A Police Officer or Corporal assigned the duties of F.T.O (Field Training Officer) shall receive one-quarter (1/4) hour of overtime pay for every two consecutive hours worked in that capacity during a ten (10) hour shift.

A.6 Tuition Reimbursement - Employees shall be reimbursed for tuition expense for college courses taken on off-duty time in furtherance of college and post-graduate degrees as provided

in the City of Redmond Personnel Manual under Tuition Reimbursement Program ~~Employee Education Assistance Program~~, provided that a determination that a degree is not job related shall be subject to the grievance procedure.

A.7 Retroactive Pay ~~The parties agree that all compensation improvements shall be retroactive and due upon execution of an agreement or interest arbitration award and will be paid on a separate check, on the next regular payday which is more than forty-five (45) days from the date of the award or execution of the agreement, whichever first occurs. Further,~~ The parties agree that retroactive compensation for the period before the execution of the collective bargaining agreement will be paid only to individuals who either (a) are on the payroll as of the date of ratification, (b) have retired, or (c) leave employment as a result of disability.

APPENDIX B

OFFICER BILL OF RIGHTS

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF REDMOND, WASHINGTON (hereinafter referred to as the “Employer”), and TEAMSTERS LOCAL UNION 117 (hereinafter referred to as “Union”).

B.1 Because of the ever-increasing responsibilities and duties required of police officers in the performance of their duties which of necessity increase their contact with the general public and could lead to misunderstandings and questions surrounding the activities of members of the Public Department, it is mutually required, therefore, that procedures be established in order to provide for full investigation of any questions arising from contacts and relationships with the public and also to provide for safeguards in order to protect the police officer in these investigations so that the matters can be dealt with in fairness and in an expeditious manner, the following guidelines are set forth:

B.1.1 An employee of the Redmond Police Department shall be entitled to be advised in writing, if the employee so requests, of the particular nature of an internal investigation, and other information which shall reasonably inform the employee of the allegations against him/her, and as to whether the employee is a witness or the focus of the investigation. If the employee is the focus of the investigation, this information shall be provided thirty (30) hours prior to interrogation of the employee and should include names of complaining witnesses (unless the witness is a confidential informant or otherwise requests anonymity). This Section shall not apply to the initial investigation, including the gathering of physical drug testing or breathalyzer evidence, which occurs surrounding the initial call or incident.

B.1.2 ~~Interviews~~~~Interrogations~~ of said Police Department employees shall be at a reasonable hour; preference for such time of ~~interviews~~~~interrogations~~ shall be when the individual is on duty and/or during the daytime; provided, however, that the gravity and exigencies of the investigation shall in all cases control the time of said ~~interview~~~~interrogation~~. If prior to or during the interview it is deemed that the employee may be charged with a criminal offense, the employee shall be immediately informed of their constitutional rights.

B.1.3 ~~Interviews~~ All interrogations shall be held at the Redmond Police Station or City Hall facility except when this would be impractical. The employees shall be afforded an opportunity and the necessary facilities to contact an attorney and/or Union representative prior to commencement of the ~~interview~~~~interrogation~~. The employee's attorney and/or the Union representative may be present during the ~~interview~~~~interrogation~~, but said attorney and/or Union representative shall not be permitted to participate in the ~~interview~~~~interrogation~~. Nothing herein shall in any way restrict the rights of the attorney and/or the Union representative to consult with the employee during the process of the ~~interview~~~~interrogation~~.

B.1.4 The ~~interview~~~~interrogation~~ shall be conducted in the most expeditious manner consistent with the scope and gravity of the subject matter of the ~~interview~~~~interrogation~~ and the employee shall at all times be given reasonable periods to attend to personal necessities, such as meals, telephone calls to the employee's private attorney and rest periods.

B.1.5 The employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said employee nor shall the employee be subjected to intimidation in any manner during the process of interview/interrogation. No promises or rewards shall be made to the said employee as an inducement to answer questions.

B.1.6 ~~At the employee's request, and at no cost to the Employer, the interrogation shall~~ To the mutual benefit of both parties, the interview will generally be recorded and a copy will be provided to the Union on tape and the tape(s) shall be immediately turned over to a third (3rd) neutral party (i.e., City Clerk) who shall be responsible for their safe keeping. Within a reasonable period after the conclusion of the investigation and no later than ~~seventy-two (72) forty-eight (48)~~ hours (not counting Saturday or Sunday) prior to a predisciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the investigatory file (excluding information from and the identity of confidential informants and other witnesses requesting confidentiality upon which the department does not intend to rely).

B.1.7 An employee covered by this Agreement shall not be required to take or be subjected to any lie detector tests or similar tests as a condition of continued employment within the Redmond Police Department.

B.1.8 When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for ~~seventy-two (72) twenty-four (24)~~ hours after the incident except that promptly following the incident the employee shall verbally report to a superior a public safety statement, brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to ~~wait twenty-four (24) hours.~~ Nothing in this section is meant to replace the provisions or requirements of I-940.

B.1.9 All complaints are logged, and all case documentation shall remain confidential within the Internal Affairs Unit/Section and to the Chief. Cases shall become part of the Department Administrative file and the conclusion of sustained findings provided to Human Resources for inclusion in the employee's personnel records. Investigative findings will be retained and destroyed in accordance with minimum record retention requirements.

~~**B.1.10B.1.9**~~ Nothing contained in any of the above provisions shall restrict and/or limit the authority of the Chief of Police in the performance of his duties and responsibilities as the Chief Administrator of the Redmond Police Department.

Drug and Alcohol Policy

~~**B.1.10.1B.1.9.1**~~ **Policy** – The City and the ~~Union~~Guild recognize that drug use by employees would be a threat to the public welfare, the safety of department personnel, and the public confidence in the Redmond Police Department. Use of illegal substances is unacceptable for a member of the Redmond Police Department and worthy of strong administrative action. It is the goal of this policy to ~~address/eliminate or absolve~~ illegal drug usage through education, rehabilitation of the affected personnel, and other appropriate actions ~~based on~~ the totality of

circumstances. In addition to the existing Department and City policies, the parties acknowledge that the use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty nor shall an employee report for duty under the influence of alcohol or unauthorized drug.

While the City wishes to assist employees with alcohol or chemical dependency problems, safety is the City's first priority. Therefore, employees shall not report for work or continue working if they are under the influence of, or impaired by, the prohibited substances listed in Sections 5 and 6 of this article or impaired by any other drug or substance of any nature. Employees participating in treatment programs are expected to observe all job performance standards and work rules.

B.1.10.2B.1.9.2 **Informing Employees About Drug and Alcohol Testing** – All employees shall be fully informed of this drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on performance.

Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the City solely for coming forward and admitting a problem. The City shall not be prevented from disciplining an employee for other legitimate reasons just because the employee has voluntarily asked for assistance with a drug or alcohol problem.

The City encourages employees to seek treatment for drug and alcohol abuse voluntarily. To encourage employees to do so, the City makes available the Employee Assistance Program (EPA).

Any decision to voluntarily seek help through the Employee Assistance Program, or privately, will not in and of itself interfere with an employee's continued employment or eligibility for promotional opportunities. Information regarding an employee's participation in the Employee Assistance Program will be maintained in confidence.

B.1.10.3B.1.9.3 **Employee Testing** – Unless otherwise required by law, employees shall not be subject to random urine testing, blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If the City has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this Appendix.

Reasonable suspicion for the purposes of this article is defined as follows: The City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee.

B.1.10.4B.1.9.4 **Sample Collection and Testing** – The collection and testing of urine and blood samples shall be performed at a City's identified drug test provider ~~US HealthWorks clinic~~. In the event that collection and testing at the City's identified drug test provider ~~DrugProof~~ is not feasible for any reason, the collection and testing shall be at another laboratory or health care professional qualified and authorized to administer and perform drug testing, evaluation and reporting according to the Substance Abuse and Mental Health Services Administration (SAMHSA) or successor agency guidelines. The sample collection and testing shall be performed consistent with SAMSHA guidelines.

Employees have the right, upon making a request promptly after being informed of the request for

a sample, to a reasonable opportunity for Union and/or legal representation to be present during the submission of the sample, provided that the Union or legal representative must be available at the testing facility within one-half (1/2) hour of the request. Prior to submitting to a urine or blood sample, the employee will be required to sign a consent and release form as attached to this Appendix. Failure of the employee to sign the consent and release form as attached shall be grounds for discipline.

~~A split sample shall be reserved in all cases for an independent analysis if~~ In the event of a positive test result, a split sample shall be reserved. All samples must be stored in a manner as established by SAMHSA. All positive confirmed samples and related paperwork must be retained ~~by the laboratory~~ for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer.

~~B.1.10.5B.1.9.5~~ **Drug Testing** – The laboratory shall test for the substances and within the limits as provided by the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (“SAMHSA”) Mandatory Guidelines for Federal Workplace Drug Testing Programs (“SAMHSA Standards”).

Drug test results gathered under this Appendix will not be used in a criminal investigation or prosecution.

~~B.1.10.6B.1.9.6~~ **Alcohol Testing** – A breathalyzer or similar equipment certified by the state toxicologist shall be used to screen for alcohol use, and if positive, the results shall be confirmed by a blood alcohol test performed by the City’s identified drug test provider US HealthWorks or other qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive alcohol level shall be 0.02 grams per 210 L. of breath. That is, if both breaths register at .02 or above, that constitutes a positive test. If only one breath is at .02 or above and the other is below .02, the test is negative. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee’s files. Only specimens identified as positive on the initial test shall be confirmed by using a blood alcohol level. Sample handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be 0.02 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee’s files.

~~B.1.10.7B.1.9.7~~ **Laboratory Results** – The laboratory will initially advise only the employee and any Medical Review Physician as indicated by SAMHSA Standards of any positive results. The results of any positive drug or alcohol test will be released to the City by the City’s identified drug test provider DrugProof once any Medical Review Physician has finished review and analysis of the laboratory’s test. Unless otherwise required by law, the City will keep the results confidential and shall not release them to the general public. If the employee believes that the conclusions are in error, the employee may obtain an additional examination at the employee’s own expense for consideration. Nothing in this Appendix shall prevent the City from using the results or fact of testing as evidence to defend itself, its employees or its position in any grievance, arbitration or legal proceedings.

~~B.1.10.8B.1.9.8~~ **Testing Program Costs** – The City shall pay for all costs incurred for the initial drug and alcohol testing required by the City hereunder, as well as the

expenses associated with the Medical Review Physician. Travel to and from the laboratory or other collection location, and the time required to take the test shall be considered on duty time, provided that the City shall have the right to adjust the employee's schedule to avoid an overtime obligation.

B.1.10.9B.1.9.9 **Duty Assignment After Treatment** – If the duty assignment for an employee is modified or changed as a result of a rehabilitation program, then after an employee successfully completes ~~their~~his/her rehabilitation program, the employee shall be returned to the regular duty assignment held prior to the rehabilitation program if such an assignment is open. If an employee comes forward and requests assistance with a drug or alcohol problem under Section 2 of this Appendix, once treatment and follow-up care is completed, and one (1) year has passed with no further violations of this Appendix, the employee's personnel and medical files shall be purged of any reference to ~~their~~his/her drug problem or alcohol problem. All other violations of this Appendix shall remain a part of the employee's permanent personnel file.

B.1.10.10B.1.9.10 **Right of Appeal** – The employee has the right to challenge the drug or alcohol test and any discipline imposed in the same manner that ~~they~~he/she may grieve any other City action.

B.1.11B.1.10 **Psychological Evaluations**

B.1.11.1B.1.10.1 Any relevant medical history of the employee which the examining professional conducting a psychological evaluation requests shall be released by the employee only to the examining professional.

B.1.11.2B.1.10.2 The examining professional shall issue a written report to the Employer, as the client, provided however, the employee shall have the right to meet with the examining professional to discuss the evaluation results, and provided further that such report shall be released only as provided in the Department's Medical Release, attached hereto as Appendix B-1.

B.1.11.2.1B.1.10.2.1 If the employee believes that the conclusions of the examining professional are in error, the employee may obtain an additional examination at the employee's own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional.

B.1.11.2.2B.1.10.2.2 The Employer will undertake to have the Employer's examining professional make ~~themselves~~him/herself available to answer appropriate questions by the examining professional who conducts the independent examination. The Employee shall bear the costs of the Employer's examining professional's time to the extent the time required to answer such questions exceeds one (1) hour.

B.1.11.3B.1.10.3 Should an employee grieve a disciplinary or discharge action taken as a result of a psychological examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee determined to be relevant by the grievance arbitrator after a confidential review by the arbitrator.

B.1.12B.1.11 **Personnel Records**

~~B.1.12.1B.1.11.1~~ The Employer will notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The procedure relating to the response to such request shall be as provided in the Personnel Manual.

B.1.13B.1.12 Personnel File Review

~~B.1.13.1B.1.12.1~~ Each employee's personnel files shall be open for review by the employee, ~~provided that, employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations.~~

~~B.1.13.2B.1.12.2~~ **Contents** - A "personnel file" shall be defined as any file pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel-related matters pertaining to the bargaining unit member. It is further understood that a personnel file does not include material relating to medical records, preappointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

Brady/Giglio: The City shall adhere to Federal, State, and local laws associated with Brady/Giglio.

APPENDIX B-1

CONSENT/RELEASE FORM

I consent to the collection and analysis of a urine and/or blood sample by DrugProof-the City's identified drug test provider for those drugs, alcohol, and/or controlled substances specified in the Collective Bargaining Agreement pursuant to the Substance Abuse Policy agreed to between the City of Redmond and Teamsters Local Union 117.

If I test positive, I agree to make myself and any requested records available to ~~DrugProof the~~ City's identified drug test provider or the Medical Review Physician within 48 hours of such request.

I understand that I have the right to my complete test results. If I test positive, I have the right to have the split sample tested at my expense at a second SAMHSA certified laboratory of my choice. I understand that I must request such test of the split sample within 72 hours of notification of a positive test result.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action up to and including termination.

I further understand that a confirmed positive test will result in actions taken by the employer and for the employee which are consistent with the City's policies and procedures for substance abuse testing and treatment.

I understand that the employer will administer the Policy consistent with federal and state constitutional and statutory requirements. Also, by signing this consent form, I am not waiving the right to challenge any confirmed positive test result and any Employer action based thereon. In order to pursue any challenge related to this test, I will, however, be required to authorize the laboratory and Medical Review Physician to release to my Employer and Teamsters Local Union 117 any information relating to the test or test results. Further, I understand that my Employer may require me to participate in a treatment or rehabilitation program. If required to do so, I authorize the laboratory and Medical Review Physician to release any information relating to the test or test results to the Substance Abuse Professional (SAP) or treatment counselor. My signature below indicates my consent for release of this information.

Employee Signature	Date
--------------------	------

Employee Printed Name

Patient	Date
---------	------

APPENDIX C

Management Rights~~Continuation of~~ ~~Agreements~~

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

The City reserves any and all exclusive rights concerning the management and operation of the Department, except as specifically limited in this Agreement. In exercise of such exclusive management right, it is not intended that any other specific provisions of this Agreement providing a particular benefit or perquisite to the covered employees shall be changed, modified, or otherwise affected without concurrence of the Union.

Specific and Exclusive Management Rights. Subject to provisions of this Agreement, the City reserves the following specific and exclusive management rights:

- a. To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- b. To suspend, demote, discharge, or take other disciplinary actions against members for just cause;
- c. To determine the keeping of records;
- d. To establish employment qualifications for new employee applications, to determine the job content and/or job duties of employees and to execute the combination or consolidation of jobs;
- e. To determine the mission, methods, processes, means, policies, and number of personnel necessary for providing service and Department operations, including, but not limited to: determining the increase, diminution, or change of operations in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, and making facility changes;
- f. To control the Department budget, and if deemed appropriate to the City, to implement a reduction in force;
- g. To schedule training, work, and overtime as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety;
- h. To establish reasonable work rules and to modify training;
- i. To approve all employees' vacation and other leaves;
- j. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department; and

k. To manage and operate its departments, except as may be limited by provisions of this agreement.

Incidental Duties not Always Described. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

Except as provided by this Agreement, the City recognizes its obligation to bargain regarding proposed changes in affecting wages, hours and working conditions under RCW 41.56 during the term of this Agreement.

The parties specifically agree that the following Memorandums of Understanding and Letter of Understanding will continue in full force and effect:

MOU — Paid Family and Medical Leave

~~LOU — Regarding Changes to the RedMed Summary Plan Description~~

~~MOU — Technology Usage Policy (“TUP”) Expectations Prior to Training~~

~~MOU — Hiring Incentives for Lateral Police Officers~~

~~MOU — HRA VEBA Employee Contributions — Law Enforcement~~

~~MOU — HRA VEBA Sick Leave Retirement Bonus~~

~~MOU — Extra Duty Assignments for Non LEOFF Employees (Flagging)~~

~~MOU — Corporal Position~~

~~APPENDIX D~~
~~GUIDELINES FOR HIRING NON-COMMISSIONED EMPLOYEES~~

~~MEMORANDUM OF UNDERSTANDING~~
~~by and between~~
~~CITY OF REDMOND, WASHINGTON~~
~~and~~
~~TEAMSTERS LOCAL UNION NO. 117~~
~~(representing both the Uniformed and Police Support Employees)~~

~~The CITY OF REDMOND (the "City") and the TEAMSTERS LOCAL UNION NO. 117 (the "Union") hereby recognize the mutual benefits of modifying the existing collective bargaining agreements between the Union and the City to delineate the rights and obligations of the City, the Union and any non-commissioned employee of the Redmond Police Department who is hired as a commissioned officer in the Department pursuant to any education waiver allowed by the Department. When such non-commissioned employees of the Department seek employment as commissioned officers the City may recognize such employee's on-the-job experience with the Redmond Police Department as constituting a significant qualifying experience that warrants a limited waiver of the entry-level education requirement as described below. In furtherance of the parties' mutual recognition of the advantages of providing for greater flexibility in regards to the application of the education requirement, the parties further agree as follows:~~

- ~~1. The requirement for applicants for commissioned positions with the Redmond Police Department to have an Associate of Arts Degree or its equivalent is a requirement that the City has the right to modify or remove. For so long as the City continues such requirement, the City and the Union agree that the manner in which the requirement is fulfilled for those candidates with employment experience as non-commissioned employees of the Redmond Police Department is modified to allow the education requirement to be fulfilled after employment is commenced as described below.~~
- ~~2. The parties agree that employees with experience as paid non-commissioned employees of the Redmond Police Department seeking employment as commissioned officers of the Redmond Police Department may apply even though they have not yet fulfilled the requirement of an Associate of Arts Degree (or its equivalent), where (i) they are in good standing in the Department, (ii) they are matriculated in an accredited institution of higher education, and (iii) there is a reasonable prospect that they will fulfill the education requirement within forty (40) months of the commencement of their employment as commissioned officers (at least one-half of the required credits have been fulfilled), under the condition that their failure to complete the Associate of Arts Degree within forty (40) months will constitute grounds for termination of their employment in a commissioned position.~~
- ~~3. Employees who fail to fulfill the education requirement within the requisite forty (40) months shall be subject to demotion to the employee's last held non-commissioned~~

~~position, if a vacancy exists in such position. If such a vacancy does not exist the parties agree that the City may terminate the employee's employment in the commissioned position notwithstanding the provisions of Civil Service Rules (8.40) and the City of Redmond/Union collective bargaining agreements in effect at that time. The parties agree that such a termination for failure to meet the education requirement within the forty (40) months shall not be subject to a Civil Service appeal, a grievance under the collective bargaining agreement, or challenge in any other forum on any grounds whatsoever, including lack of cause. Provided that where the employee is prevented from completing the education requirement due to intervening causes or personal hardship beyond the employee's immediate control, and the employee promptly (and in no event after the expiration of the forty (40) month period) provides the City with notice of the details and expected duration of the intervening cause or personal hardship, the employee shall be provided a reasonable extension in which to complete the requirement, corresponding to the length of the intervening cause or hardship. In the event of termination, the provisions of the current Union Support employees collective bargaining agreement under Re-employment and Promotion Rights (5.5.2) shall apply in the same manner as if the employee was laid off from the last non-commissioned position held by the employee in the Department effective as of the date of the termination.~~

~~Employees hired pursuant to provisions shall receive the highest priority for the existing education slots allocated in the shift bidding system.~~

ATTACHMENT 9.3 A

ORDINANCE NO. _____

~~AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADDING A NEW CHAPTER 2.06 TO THE REDMOND MUNICIPAL CODE IN ORDER TO PROVIDE FOR THE INDEMNIFICATION OF CITY OFFICIALS AND EMPLOYEES; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.~~

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

~~**Section 1. Indemnification.** A new Chapter 2.06 is hereby added to
the Redmond Municipal Code to read as follows:~~

~~**Chapter 2.06**~~

~~**INDEMNIFICATION OF CITY EMPLOYEES AND
OFFICIALS**~~

~~**Sections:**~~

2.06.010	Definitions.
2.06.020	Legal representation.
2.06.030	Exclusions.
2.06.040	Determination of exclusion.
2.06.050	Representation and payment of claims — Conditions.
2.06.060	Effect of compliance with conditions.
2.06.070	Failure to comply with conditions.
2.06.080	Reimbursement of incurred expenses.
2.06.090	Conflict with provisions of insurance policies.
2.06.100	Pending claims.

2.06.10 Definitions.

Unless the context indicates otherwise, the words and phrases used in this chapter shall have the following meanings:

A. “Employee” means any person who is or has been employed by the city. “Employee” does not include independent contractors.

B. “Official” means any person who is serving or has served as an elected city official, and any person who is serving or has served as an appointed member of any city board, commission, committee or other appointed position with the city. “Official” does not include independent contractors performing the duties of appointed positions.

2.06.20 Legal representation.

A. As a condition of service or employment the city shall provide to an official or employee, and any spouse of an official or employee to the extent the marital community is implicated, subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official or employee may have concluded service or employment with the city, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official or employee resulting from any conduct, act or omission of such official or employee performed or omitted on behalf of the city in their capacity as a city official or employee, which act or omission is within the scope of their service or employment with the city.

B. The legal services shall be provided by the office of the city attorney unless:

1. Any provision of an applicable policy of insurance provides otherwise; or

2. A conflict of interest or ethical bar exists with respect to said representation; or

3. The Mayor determines that the assignment of counsel other than the city attorney is necessary or prudent under the circumstances.

~~C. In the event that outside counsel is retained under subsection (B)(2) above, the city shall indemnify the employee from the reasonable costs of defense.~~

~~2.06.30 Exclusions.~~

~~A. In no event shall protection be offered under this chapter by the city to:~~

~~1. Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct of an official or employee;~~

~~2. Any act or course of conduct of an official or employee which is not performed on behalf of the city;~~

~~3. Any act or course of conduct which is outside the scope of an official's or employee's service or employment with the city; and/or~~

~~4. Any lawsuit brought against an official or employee by or on behalf of the city.~~

~~Nothing herein shall be construed to waive or impair the right of the city council to institute suit or counterclaim against any official or employee nor to limit its ability to discipline or terminate an employee.~~

~~B. The provisions of this chapter shall have no force or effect with respect to any accident, occurrence or circumstance for which the city or the official or employee is insured against loss or damages under the terms of any valid insurance policy; provided, that this chapter shall provide protection, subject to its terms and limitations, above any loss limit of such policy. The provisions of this chapter are intended to be secondary to any contract or policy of insurance owned or applicable to any official or employee. The city shall have the right to require an employee to utilize any such policy protection prior to requesting the protection afforded by this chapter.~~

~~2.06.040 Determination of exclusion.~~

~~The determination of whether an official or employee shall be afforded a defense by the city under the terms of this chapter shall be finally determined by the city council on the recommendation of the mayor. The mayor and/or city council may request the city attorney to provide~~

~~an opinion or recommendation concerning the determination. The decision of the city council shall be final as a legislative determination of the council. Nothing herein shall preclude the city from undertaking an officer or employee's defense under a reservation of rights.~~

**~~2.06.50 Representation and payment of claims —
Conditions.~~**

~~The provisions of this chapter shall apply only when the following conditions are met:~~

~~A. In the event of any incident or course of conduct potentially giving rise to a claim for damage, or the commencement of a suit, the official or employee involved shall, as soon as practicable, give the city risk manager written notice thereof, identifying the official or employee involved, all information known to the official or employee involved, all information known to official or employee with respect to the date, time, place and circumstances surrounding the incident or conduct giving rise to the claim or lawsuit, as well as the names and addresses of all persons allegedly injured or otherwise damaged thereby, and the names and addresses of all witnesses.~~

~~B. Upon receipt thereof, the official or employee shall forthwith deliver any claim, demand, notice or summons or other process relating to any such incident or conduct to the city risk manager, mayor, or city clerk, and shall cooperate with the city risk manager and city attorney, or an attorney designated by the city, and, upon request, assist in making settlement of any suit and enforcing any claim for any right of subrogation against any persons or organizations that may be liable to the city because of any damage or claim of loss arising from the incident or course of conduct, including but not limited to rights of recovery for costs and attorneys' fees arising out of state or federal statute upon a determination that the suit brought is frivolous in nature.~~

~~C. Such official or employee shall attend interviews, depositions, hearings and trials and shall assist in securing and giving evidence and obtaining attendance of witnesses all without any additional compensation to the official or employee and, in the event that an employee has left the employ of the city, no fee or compensation shall be provided. The city shall pay reasonable out of pocket expenses and costs (e.g. travel expenses, parking expenses, etc)~~

~~incurred by employees and officials (including former employees and former officials) in connection with such attendance. All such expenses shall be approved by the mayor or her designee and the mayor's determination shall be final.~~

~~D. — Such official or employee shall not accept nor voluntarily make any payment, assume any obligations, or incur any expense relating to the claim or suit, other than for first aid to others at the time of any incident or course of conduct giving rise to any such claim, loss or damage.~~

~~2.06.060 — Effect of compliance with conditions.~~

~~If legal representation of an official or employee is undertaken by the city attorney, all of the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement made, the city shall pay such judgment or settlement; provided, that the city may, at its discretion, appeal as necessary such judgment.~~

~~2.06.070 — Failure to comply with conditions.~~

~~In the event that any official or employee fails or refuses to comply with any of the conditions of Section 2.06.050, or elects to provide his/her own representation with respect to any such claim or litigation, then all of the provisions of this chapter shall be inapplicable, and have no force or effect with respect to any such claim or litigation.~~

~~2.06.80 — Reimbursement of incurred expenses.~~

~~A. — If the city determines that an official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later determines that such claim does come within the provisions of this chapter, then the city shall pay any judgment rendered against the official or employee and reasonable attorneys' fees incurred in defending against the claim. The city shall pay any attorneys' fees incurred in obtaining the determination that such claim is covered by the provisions of this chapter.~~

~~B. — If the city determines that a claim against a city official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later finds that such claim does not come within~~

~~the provisions of this chapter, then the city shall be reimbursed by the official or employee for costs or expenses incurred in obtaining the determination that such claim is not covered by the provisions of this chapter.~~

~~2.06.090 — Conflict with provisions of insurance policies.~~

~~Nothing contained in this chapter shall be construed to modify or amend any provision of any policy of insurance where any city official or employee thereof is the named insured. In the event of any conflict between this chapter and the provisions of any such policy of insurance, the policy provisions shall be controlling; provided, however, that nothing contained in this section shall be deemed to limit or restrict any employee's or official's right to full coverage pursuant to this chapter, it being the intent of this chapter and section to provide the coverage detailed in this chapter outside and beyond insurance policies which may be in effect, while not compromising the terms and conditions of such policies by any conflicting provision contained in this chapter.~~

~~2.06.100 — Pending claims.~~

~~The provisions of this chapter shall apply to any pending claim or lawsuit against an official or employee, or any such claim or law suit hereafter filed, irrespective of the date of the events or circumstances which are the basis of such claim or lawsuit.~~

Section 2. Severability. ~~If any section, sentence, clause or phrase of this ordinance or any code provision adopted hereby 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 or any such code provision.~~

Section 4. Effective Date. ~~This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall~~

~~take effect five (5) days after passage and publication of an approved summary thereof
consisting of the title.~~

~~CITY OF REDMOND~~

~~_____
MAYOR ROSEMARY IVES~~

~~ATTEST/AUTHENTICATED:~~

~~_____
MALISA FILES, CITY CLERK~~

~~APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:~~

~~By: _____~~

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

ATTACHMENT 9.3-B

The parties agree that Attachment 9.3-B of the CBA as set forth on subsequent pages shall be deleted from the 2022-2024~~2025~~ CBA in its entirety.

ORDINANCE NO. 2408

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, RELATING TO INDEMNIFICATION OF CITY EMPLOYEES AND OFFICIALS, AMENDING SECTION 2.06.020 OF THE REDMOND MUNICIPAL CODE TO ADOPT PROVISIONS INDEMNIFYING THE REGISTERED DOMESTIC PARTNERS OF EMPLOYEES AND OFFICIALS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2006, the City adopted Chapter 2.06 of the Redmond Municipal Code providing for the indemnification of City employees and officials; and

WHEREAS, in 2008 the Washington State Legislature amended chapter 26.16 RCW to provide for community property between domestic partners who have registered with the Washington Secretary of State; and

WHEREAS, the City Council desires to amend Section 2.06.020 of the Redmond Municipal Code to include indemnification of registered domestic partners of employees or officials of the City, under the same conditions as Section 2.06.020 currently indemnifies spouses of employees and officials of the City.

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

Section 1. Amendment of section. RMC 2.06.02, Legal Representation, is hereby amended to read as follows:

2.06.020 Legal representation.

A. As a condition of service or employment the city shall provide to an official or employee, and any spouse or registered domestic partner of an official or employee to the extent the [MARITAL] community, as community is defined in chapter 26.16 RCW as

amended by Chapter 6, Laws of 2008, is implicated, subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official or employee may have concluded service or employment with the city, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official or employee resulting from any conduct, act or omission of such official or employee performed or omitted on behalf of the city in their capacity as a city official or employee, which act or omission is within the scope of their service or employment with the city.

B. The legal services shall be provided by the office of the city attorney unless:

1. Any provision of an applicable policy of insurance provides otherwise; or

2. A conflict of interest or ethical bar exists with respect to said representation; or

3. The Mayor determines that the assignment of counsel other than the city attorney is necessary or prudent under the circumstances.

C. In the event that outside counsel is retained under subsection (B)(2) above, the city shall indemnify the employee from the reasonable costs of defense.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance or any code provision adopted hereby 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 or any such code provision.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 15 day of July, 2008.

CITY OF REDMOND

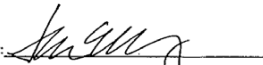

JOHN MARCHIONE, MAYOR

ATTEST/AUTHENTICATED:


MICHELLE M. MCGEHEE, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: 

FILED WITH THE CITY CLERK:	July 9, 2008
PASSED BY THE CITY COUNCIL:	July 15, 2008
SIGNED BY THE MAYOR:	July 15, 2008
PUBLISHED:	July 21, 2008
EFFECTIVE DATE:	July 26, 2008
ORDINANCE NO:	2408

ORD 2408

3

Attachment B

The City of Redmond And Teamsters Local Union No. 117

Summary of Major Changes to Law Enforcement Officers Contract for 1-1-2022 through 12-31-2024

The City and the Teamsters Local Union No. 117 (Union) representing Law Enforcement Officers in the Police Department, reached a tentative agreement, pending Council Approval, that meets the needs of both the Union and the City. The Collective Bargaining Agreement (CBA) with the Union, if approved, will result in the following summary of the more notable changes to the contract. All changes are noted in the redline version of the CBA.

ARTICLE 4, HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY:

- Clarifying the process for offering and assigning voluntary and mandatory overtime.
- Addition of language to clarify on-call status/schedules/pay

ARTICLE 8, LEAVES:

- Addition of regular sick leave to shared leave program.

ARTICLE 13, GRIEVANCE PROCEDURE:

- Reorganizes the grievance procedure into easy-to-follow steps.

ARTICLE 16, DURATION AND REOPENERS:

- Outlines the new duration of the contract as beginning on the effective date of the contract and ending on 12/31/2024.

APPENDIX A, SALARIES AND WAGES:

- 6.3% increase to 2021 salaries and an additional 4% increase for sergeants for 2022.
- 2023 salaries increase by 7%.
- 2024 salaries increase by first half annual CPI-W with a 2% minimum and 5% maximum.
- Longevity premiums increased across the board in 2022, and in 2023 an additional 0.5% for members with 20+ yrs of service.
- Education pay restructured to a flat-rate 2.5% for AA and 5.0% for BA, previously based on both degree and tenure now based on degree only.
- All specialty assignment premiums are 4%, and adjustments made to length of specialty assignments. (5yrs + approved extensions)
- Introduction of 1% premium for night shift members (night differential).

PERFORMANCE APPRECIATION PAY:

- One time pay of \$6,000.00 per member

**CITY OF REDMOND
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING THE 2022 and 2023 P PAY
PLAN FOR EMPLOYEES COVERED BY THE TEAMSTERS
LOCAL UNION NO. 117 REPRESENTING LAW
ENFORCEMENT OFFICERS

WHEREAS, the City of Redmond completed labor contract negotiations with the Teamsters Local Union No. 117, representing Law Enforcement Officers; and

WHEREAS, Pay Plan P was established and put into effect the negotiated salary ranges agreed to through the collective bargaining process and adopted; and

WHEREAS, the salary ranges will now be adjusted in accordance with the negotiated agreement with the Teamsters local Union No.117 bargaining unit, representing Law Enforcement Officers.

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

Section 1. Pay Plan Adopted. Effective January 1, 2022, Pay Plan P covering all employees in the Teamsters bargaining unit, representing law enforcement officers, is hereby amended and the salary ranges increased 6.3 percent above the salary ranges in effect on December 31, 2021, as adopted by Ordinance No. 2932. Salary ranges for the rank of sergeant are increased an additional 4.0 percent. In conjunction with the adjustment of the salary

ranges, the salaries for all employees covered by Pay Plan P will be increased by the same percentages. The amended pay plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Effective January 1, 2023, Pay Plan P covering all employees in the Law Enforcement Officers bargaining unit is hereby amended and the salary ranges adjusted by 7.0 percent, above the ranges in effect on December 31, 2022. In conjunction with the adjustment of the salary ranges, the salaries for all employees covered by Pay Plan P will be increased across the board by 7.0 percent. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

Section 2. 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 3. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this ____ day of _____, 2022.

CITY OF REDMOND

MAYOR ANGELA BIRNEY

ATTEST/AUTHENTICATED:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____

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

2022 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
Ordinance No. - Effective Jan. 1, 2022 Teamsters Local Union 117					
Grade	Position Title	Step	Duration	Monthly	Annually
P1	Police Officer	A	0-12m	\$8,151	\$97,812
		B	13-24m	\$8,356	\$100,272
		C	25m+	\$8,748	\$104,976
P3	Corporal	A		\$9,623	\$115,476
P5	Sergeant	A	0-12m	\$10,709	\$128,508
		B	13m+	\$11,030	\$132,360

2023 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
Ordinance No. - Effective Jan. 1, 2023 Teamsters Local Union 117					
Grade	Position Title	Step	Duration	Monthly	Annually
P1	Police Officer	A	0-12m	\$8,722	\$104,664
		B	13-24m	\$8,941	\$107,292
		C	25m+	\$9,360	\$112,320
P3	Corporal	A		\$10,297	\$123,564
P5	Sergeant	A	0-12m	\$11,459	\$137,508
		B	13m+	\$11,802	\$141,624



Memorandum

Date: 7/19/2022
Meeting of: City Council

File No. AM No. 22-105
Type: Consent Item

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

Public Works	Aaron Bert	425-556-2786
--------------	------------	--------------

DEPARTMENT STAFF:

Public Works	Jessica Atlakson	Environmental Geologist
Public Works	Amanda Balzer	Science and Data Analytics Supervisor

TITLE:

Acceptance of King County WaterWorks Grant for the Tosh Creek Watershed in the Amount of \$55,500

OVERVIEW STATEMENT:

Execute the King County 2021 WaterWorks Grant Program Agreement for the Tosh Creek Watershed Street Sweeping for Water Quality for \$55,500.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan, Environmental Sustainability Action Plan, Redmond Watershed Management Plan
- **Required:**
NA
- **Council Request:**
NA
- **Other Key Facts:**
Background and Connection to Redmond Paired Watershed Study
King County has selected Redmond's application for the King County WaterWorks grant to fund increased street sweeping in the Tosh Creek Watershed. Tosh Creek Watershed is identified as a priority watershed within the Redmond Watershed Management Plan. Tosh Creek Watershed is in southwest Redmond, please see the Watershed Map in Attachment 3.

Increased street sweeping within the Monticello Creek Watershed in 2017-2019 was shown to improve water quality of Monticello Creek by reducing the total copper and suspended solid concentrations within the creek. Staff will leverage water quality sampling from the Redmond Paired Watershed Study (RPWS) to determine if increased street sweeping within the Tosh Creek Watershed will also improve water quality.

The RPWS is designed to measure the effectiveness of actions taken by Redmond's Stormwater Utility and King County to restore urban streams on a watershed scale. This is done by analysis of monitoring data collected in six watersheds within Redmond, including the Tosh Creek Watershed. Council was provided with an update on RPWS findings during the June 1, 2021 staff report. RPWS data collected from Tosh Creek will be used to determine the effectiveness of street sweeping to improve water quality.

Sustainability

This project supports Strategy N1 and N3 in the Environmental Sustainability Action Plan.

Additional Benefits

While not called out as a specific NPDES permit requirement, street sweeping helps Redmond meet permit obligations to prevent degradation of receiving waters (in this case, Tosh Creek) by keeping pollutants out of the storm drain, which discharges without any treatment to Tosh Creek.

This study in Tosh Creek will benefit the Puget Sound region by quantifying the benefits of street sweeping on in-stream water quality. Street sweeping is a cost-effective, readily available stormwater management tool that can be equitably served throughout a jurisdiction.

OUTCOMES:

If the King County WaterWorks grant is accepted, it will fund increased street sweeping on the 3.54 miles of public roads within the Tosh Creek Watershed, one of Redmond's highest priority watersheds for restoration.

The grant will provide funds to:

- Increase street sweeping within the Tosh Creek Watershed from quarterly to monthly from October 2022 through September 2023. Internal staff will conduct the street sweeping on overtime.
- Increase street sweeping within the Tosh Creek Watershed to twice per month from October 2023 through September 2024. Internal staff will conduct the street sweeping on overtime.
- Analyze data (leveraged from the Redmond Paired Watershed Study) to determine if increased street sweeping had an impact of water quality within Tosh Creek.
- Create summary report of data analysis.

Additionally, funding from the Department of Ecology will be utilized to add the analysis of 6PPD-quinone (6PPD-q) to sampling conducted by the RPWS to determine the effectiveness of street sweeping at reducing the amount of 6PPD-q entering urban streams. 6PPD-q is released as car tires wear and has been found to be acutely toxic to Coho Salmon adults in freshwater urban streams. Little is known about this emerging contaminant and there will be great regional interest in the results of this study.

The required 10% in-kind match for the grant will be the City's sweeper equipment costs calculated using FEMA rental rates, which include equipment operations and maintenance, fuel, insurance, and replacement rates.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
If the grant is accepted, residents within Tosh Creek Watershed will be notified of the increased street sweeping in September 2022.
- **Outreach Methods and Results:**
Postcards will be mailed to residents within Tosh Creek Watershed to inform them of the increased street sweeping.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$77,589.60

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

Budget Offer Number:
000214;
0000021

Budget Priority:
Healthy and Sustainable;
Safe and Resilient

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

If yes, explain:
N/A

Funding source(s):
\$55,500 will be grant funded through the King County WaterWorks Grant.

The required in-kind match for the King County WaterWorks grant will be the City's sweeper equipment costs.

Costs for 2022 in-kind match were included in the 2021/2022 biennial budget (\$1,840.80)
Grant reimbursed costs were not included in 2021/2022 biennial budget (\$2,776.92).
If approved, the 2023/2024 costs will be included in the 2023/2024 biennial budget (\$72,971.88).

Budget/Funding Constraints:
N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/1/2021	Business Meeting	Receive Information
12/7/2021	Business Meeting	Approve
7/5/2022	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A		

Time Constraints:

The project is scheduled to begin in October 2022. If there are delays in accepting the grant, that could impact scheduled start date.

ANTICIPATED RESULT IF NOT APPROVED:

The RPWS uses the pooled resources from Phase I and II municipal stormwater permittees. There is great interest from the permittees to determine the effectiveness of a widely available and relatively inexpensive operational practice (street sweeping) to address water quality and 6PPD-q pollution. Information from this study can be used by Western Washington jurisdictions to prioritize stormwater management practices and enhance salmon restoration activities. By not approving this grant, Redmond will miss an opportunity to leverage the RPWS and assist the region with critical data for salmon recovery.

ATTACHMENTS:

Attachment A: King County WaterWorks Grant Agreement
Attachment B: Budget Details
Attachment C: Watershed Map



Memorandum

Date: 7/5/2022

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

File No. CM 22-429

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

Public Works	Jessica Atkinson	Environmental Geologist
Public Works	Amanda Balzer	Science and Data Analytics Supervisor

TITLE:

Acceptance of King County WaterWorks Grant

OVERVIEW STATEMENT:

Execute the King County 2021 WaterWorks Grant Program Agreement for the Tosh Creek Watershed Street Sweeping for Water Quality for \$55,500.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan, Environmental Sustainability Action Plan, Redmond Watershed Management Plan
- **Required:**
NA
- **Council Request:**
NA
- **Other Key Facts:**
Background and Connection to Redmond Paired Watershed Study
King County has selected Redmond's application for the King County WaterWorks grant to fund increased street sweeping in the Tosh Creek Watershed. Tosh Creek Watershed is identified as a priority watershed within the Redmond Watershed Management Plan.

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The RPWS is designed to measure the effectiveness of actions taken by Redmond's Stormwater Utility and King County to restore urban streams on a watershed scale. This is done by analysis of monitoring data collected in six watersheds within Redmond, including the Tosh Creek Watershed. Council was provided with an update on RPWS findings during the June 1, 2021 staff report. RPWS data collected from Tosh Creek will be used to determine the effectiveness of street sweeping to improve water quality.

Sustainability

This project supports Strategy N1 and N3 in the Environmental Sustainability Action Plan.

Additional Benefits

While not called out as a specific NPDES permit requirement, street sweeping helps Redmond meet permit obligations to prevent degradation of receiving waters (in this case, Tosh Creek) by keeping pollutants out of the storm drain, which discharges without any treatment to Tosh Creek.

This study in Tosh Creek will benefit the Puget Sound region by quantifying the benefits of street sweeping on in-stream water quality. Street sweeping is a cost-effective, readily available stormwater management tool that can be equitably served throughout a jurisdiction.

OUTCOMES:

If the King County WaterWorks grant is accepted, it will fund increased street sweeping on the 3.54 miles of public roads within the Tosh Creek Watershed, one of Redmond's highest priority watersheds for restoration.

The grant will provide funds to:

- Increase street sweeping within the Tosh Creek Watershed from quarterly to monthly from October 2022 through September 2023. Internal staff will conduct the street sweeping on overtime.
- Increase street sweeping within the Tosh Creek Watershed to twice per month from October 2023 through September 2024. Internal staff will conduct the street sweeping on overtime.
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Additionally, funding from the Department of Ecology will be utilized to add the analysis of 6PPD-quinone (6PPD-q) to sampling conducted by the RPWS to determine the effectiveness of street sweeping at reducing the amount of 6PPD-q entering urban streams. 6PPD-q is released as car tires wear and has been found to be acutely toxic to Coho Salmon adults in freshwater urban streams. Little is known about this emerging contaminant and there will be great regional interest in the results of this study.

The required 10% in-kind match for the grant will be the City's sweeper equipment costs calculated using FEMA rental rates, which include equipment operations and maintenance, fuel, insurance, and replacement rates.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

If the grant is accepted, residents within Tosh Creek Watershed will be notified of the increased street sweeping in September 2022.

- **Outreach Methods and Results:**

Postcards will be mailed to residents within Tosh Creek Watershed to inform them of the increased street sweeping.

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

\$77,589.60

Approved in current biennial budget:

☐ Yes

☒ No

☐ N/A

Budget Offer Number:

000214;

0000021

Budget Priority:

Healthy and Sustainable;

Safe and Resilient

Other budget impacts or additional costs:

☐ Yes

☒ No

☐ N/A

If yes, explain:

N/A

Funding source(s):

\$55,500 will be grant funded through the King County WaterWorks Grant.

The required in-kind match for the King County WaterWorks grant will be the City's sweeper equipment costs.

Costs for 2022 in-kind match were included in the 2021/2022 biennial budget (\$1,840.80)

Grant reimbursed costs were not included in 2021/2022 biennial budget (\$2,776.92).

If approved, the 2023/2024 costs will be included in the 2023/2024 biennial budget (\$72,971.88).

Budget/Funding Constraints:

N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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Date: 7/5/2022

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

File No. CM 22-429

Type: Committee Memo

6/1/2021	Business Meeting	Receive Information
12/7/2021	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/19/2022	Business Meeting	Approve

Time Constraints:

The project is scheduled to begin in October 2022. If there are delays in accepting the grant, that could impact scheduled start date.

ANTICIPATED RESULT IF NOT APPROVED:

The RPWS uses the pooled resources from Phase I and II municipal stormwater permittees. There is great interest from the permittees to determine the effectiveness of a widely available and relatively inexpensive operational practice (street sweeping) to address water quality and 6PPD-q pollution. Information from this study can be used by Western Washington jurisdictions to prioritize stormwater management practices and enhance salmon restoration activities. By not approving this grant, Redmond will miss an opportunity to leverage the RPWS and assist the region with critical data for salmon recovery.

ATTACHMENTS:

Attachment A: King County WaterWorks Grant Agreement

Attachment B: Budget Details



2021 WaterWorks Grant Program Grant Agreement Cover Page

Grant Cycle: 2021 WaterWorks Council Allocated

Recipient: City of Redmond
Project Name: Tosh Creek Watershed Street Sweeping for Water Quality

Funding Amount: \$55,500.00
Project Summary: Redmond is seeking funds to increase street sweeping over two years on the 3.54 miles of public roads within the Tosh Creek Watershed, one of Redmond's highest priority watersheds for restoration. This project aims to validate and expand on a previous successful street sweeping pilot project that showed improved water quality. Street sweeping is a cost-effective, readily available stormwater management tool that can be equitably served throughout a jurisdiction.

Primary Contact: Jessica Atlakson
Phone: 425-556-2874
Email: jatlakson@redmond.gov

Start Date:
End Date: 10/31/2025

WaterWorks Grant Program Grant Agreement

AGREEMENT between City of Redmond and KING COUNTY

This is an Agreement between **City of Redmond**, hereinafter the “RECIPIENT” and King County, a political subdivision of the state of Washington, hereinafter the “COUNTY.” **This Agreement is effective as of the date of the COUNTY signatory.**

The purpose of this Agreement is to set forth the terms, conditions, and the legal and administrative relations that apply to the RECIPIENT in exchange for financial assistance in carrying out a proposed project entitled **Tosh Creek Watershed Street Sweeping for Water Quality**, hereinafter the “PROJECT.”

Section 1. Background and Recitals:

- A. Proposed PROJECT benefit or improvement to water quality and/or the regional wastewater treatment system and its ratepayers: **Redmond is seeking funds to increase street sweeping over two years on the 3.54 miles of public roads within the Tosh Creek Watershed, one of Redmond's highest priority watersheds for restoration. This project aims to validate and expand on a previous successful street sweeping pilot project that showed improved water quality. Street sweeping is a cost-effective, readily available stormwater management tool that can be equitably served throughout a jurisdiction.**
- B. The COUNTY plans and proposes to remunerate the RECIPIENT for the purpose described in Subsection A above in an amount up to, but not exceeding **\$55,500.00**, hereinafter the “AWARD.”
- C. This AWARD is made with the understanding that the RECIPIENT will complete the PROJECT as outlined in the Scope of Work (Exhibit A) and will fulfill reporting requirements as described under the Terms and Conditions of this Agreement.
- D. The RECIPIENT plans to contribute to this PROJECT a cash and/or in-kind match valued at **\$22,089.60**, to be verified in submitted PROJECT reports.

Section 2. Terms and Conditions:

- A. The PROJECT shall be in accordance with the tasks and activities specified in the Scope of Work (Exhibit A). Any modifications must be requested in an Agreement Amendment and be approved by the Director of the Wastewater Treatment Division (WTD) in the COUNTY’s Department of Natural Resources and Parks.

- B. The COUNTY will, upon execution of this Agreement, establish procedures to allow payment to the RECIPIENT of all eligible expenses for approved activities up to the limit of the AWARD. Payments are on a reimbursement basis; except in some cases at the discretion of the COUNTY, where advances of the AWARD may be made. For all projects, the last payment will be withheld by the COUNTY until the final Quarterly Progress and Expense Reports and the Closeout Report are approved.

- C. The RECIPIENT's expenditures of AWARD funds shall be separately identified in the RECIPIENT's accounting records. If requested, the RECIPIENT shall comply with other reasonable requests made by the COUNTY with respect to the manner in which PROJECT expenditures are tracked and accounted for in the RECIPIENT's accounting books and records. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles, and to meet the requirements of all applicable state and federal laws.

- D. The COUNTY will reimburse RECIPIENT for expenses on a quarterly basis, following receipt and approval of Quarterly Progress and Expense Reports. The final payment will be held back until a close-out verifies fiscal and programmatic compliance with the terms and conditions of the agreement.
 - 1. The RECIPIENT shall be responsible for submitting the following PROJECT progress reports: Quarterly Progress and Expense Reports and the Final Narrative and Financial Closeout Report; including backup documentation such as photos, copies of reports, and financial backup such as accounting software reports, copies of receipts.

 - 2. Quarterly Progress and Expense Reports shall be submitted through the online system using the provided format and following instructions from WaterWorks grant administrators.
 - a. The Quarterly Progress and Expense Reports are due thirty (30) days after the end of each quarter.

 - b. If no expenses are made or no activities are conducted during a quarter, the form should still be submitted.

 - c. The expense section should detail expenses and include backup documentation of expenses. The narrative section should include documentation proving the project activities took place, such as photos, workshop agenda, volunteer sign in sheets, etc.

 - 3. RECIPIENTS that receive approval for advance payments shall submit a request with an estimate of expenses for upcoming activities in the next two quarters, using the form provided. Subsequent advance requests may only be approved if the RECIPIENT is up to date with reporting. Advances may be paid up to 90% of

the total award, the remainder may be withheld until the Final Report has been submitted.

4. The Final Narrative and Financial Closeout Report shall be submitted online using the provided format and following instructions from the WaterWorks grant administrator and will include closeout documentation.
 - a. The Closeout Report is due thirty (30) days after the end date of the PROJECT.
- E. Failure to submit the a forementioned Quarterly Report on the PROJECT progress within ninety (90) days of the due date may be cause for the COUNTY to terminate this agreement for non-performance. Termination would require the return of any funds advanced but not already spent executing the PROJECT, as well as forfeiture of AWARD funds for activities not completed by termination date.
- F. Failure to provide all of the aforementioned documentation may result in the need to withhold part or all of the AWARD.
- G. Costs eligible for payment shall be limited to those costs identified in the Budget (Exhibit B) and incurred during the effective dates of this Agreement.
- H. Any and all activities to be funded by this Agreement to the RECIPIENT shall be completed by the end date of **10/31/2025**. If needed, an Agreement Amendment may be granted to extend the terms of the contract beyond the end date, adjust the scope of work, or change the budget details (but not increase the total AWARD amount), conditioned upon approval by KING COUNTY. The extension must be requested and approved at least sixty (60) days in advance of the original end date.
- I. The RECIPIENT agrees to acknowledge the COUNTY in all media, publications, and signage that are produced as part of the PROJECT. This includes press releases, public service announcements, posters, flyers, signage, Web pages, blogs, and videos. The RECIPIENT will use the wording provided in Exhibit C of this Agreement (Credit and Disclaimers).

Section 3. Legal and Administrative Relations:

- A. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles and to meet the requirements of all applicable state and federal laws. The RECIPIENT shall maintain and submit to the COUNTY any such records as the COUNTY may require to conduct any audit of the PROJECT it may elect to conduct or to substantiate expenditures paid for by this AWARD. The RECIPIENT shall maintain and retain books and records related to the Agreement for at least three (3) years after the termination of said Agreement.

- B. The COUNTY's financial assistance to the RECIPIENT shall be construed by the parties as a special disbursement to the RECIPIENT to fund activities, as described herein that generally benefit the COUNTY's efforts to leverage or complement the water quality mission of the regional wastewater system. The COUNTY's sole obligation under this agreement shall be to provide funds to the RECIPIENT and this agreement shall not be construed as a contract for services between the RECIPIENT and the COUNTY, or as establishing a principal agent relationship between the COUNTY and the RECIPIENT. No joint venture or partnership is formed as a result of this Agreement.
- C. The RECIPIENT shall be solely responsible for the recruiting, training, and supervision of its employees and volunteers. Individuals hired and paid by the RECIPIENT shall not, in any event, be construed to be employees of, or contractors to, the COUNTY and the RECIPIENT shall defend, indemnify and hold harmless the COUNTY from any and all claims arising from any contention that said individuals are employees of, or contractors to, the COUNTY. This condition shall survive the termination of this Agreement. All actions undertaken under the funding provided by the terms of this agreement are, as between the COUNTY and the RECIPIENT, the sole responsibility of the RECIPIENT. No employees, agents, volunteers, or contractors of RECIPIENT shall be deemed, or represent themselves, to be employees of the COUNTY.
- D. RECIPIENT agrees for itself, its successors, assigns or by others including, without limitation, all persons directly or indirectly employed by RECIPIENT, or any agents, contractors, subcontractors, consultants, subconsultants, volunteers, licensees or invitees of RECIPIENT, to defend, indemnify, and hold harmless the COUNTY, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to RECIPIENT's exercise of rights, privileges, and obligations under this Agreement, except for the COUNTY's sole negligence. RECIPIENT's obligations under this section shall include, but not be limited to all of the following: (i) The duty to promptly accept tender of defense and provide defense to the COUNTY with legal counsel acceptable to the COUNTY at RECIPIENT's own expense; (ii) Indemnification of claims made by RECIPIENT's own employees or agents; and (iii) Waiver of RECIPIENT's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the COUNTY, which waiver has been mutually negotiated by the Parties.
- In the event it is necessary for the COUNTY to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from RECIPIENT. The provisions of this Section 3.D shall survive the expiration, abandonment, or termination of this Agreement.
- E. Nothing in this Agreement shall be construed as prohibiting the RECIPIENT from undertaking or assisting projects developed outside the purview of this Agreement, or entering into agreements with other parties to undertake said projects in accordance with

whatever terms and conditions may be agreed to between the RECIPIENT and other parties.

- F. The COUNTY shall be under no obligation to continue this agreement and may request partial or full reimbursement of payments it made to the RECIPIENT should the RECIPIENT fail to perform according to the terms and conditions of this Agreement, whether or not failure to perform is within the RECIPIENT's control.
- G. This Agreement may be amended at any time by written concurrence of the parties through a formalized Amendment Agreement Form and will terminate upon fulfillment of all obligations contained herein.
- H. The COUNTY may terminate this Agreement immediately for cause. If this Agreement is terminated the RECIPIENT shall return any unused portion of the funds advanced up to the date of termination.
- I. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- J. In its performance under this Agreement the RECIPIENT shall not discriminate against any person on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age, and retirement provisions, unless based upon a bona fide occupational qualification, and the RECIPIENT shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- K. Authority: Representations and Warranties. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity for whom he or she is signing.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.
- M. The effective date of this agreement is the date of COUNTY signatory.

AGREEMENT SIGNATURE PAGE

City of Redmond by:

Signature: _____

Date: _____

KING COUNTY by:

Signature: _____

Jim Bolger, Section Manager, Wastewater Treatment Division

Date: _____

EXHIBIT A: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT's activities to be performed under this agreement to complete the PROJECT. All activities in the following tasks, including deliverables, must be completed by the expiration date of this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

Scope of Work:

Task #	Tasks and Activities	Measurable Results/Deliverables	Timeframe
1	Street Sweeping	Redmond staff will sweep all public roads (3.54 miles) in the Tosh Creek Watershed within Redmond city limits one time per month from October 2022 through September 2023, and two times per month from October 2023 through September 2024. A regenerative street sweeper will be used, and the entire roadbed will be swept.	October 2022 – September 2024
2	Data Analysis and Reporting	Water quality data from the Redmond Paired Watershed Study will be analyzed to determine if street sweeping improved water quality within Tosh Creek. A summary report will be written to document analysis findings. A PowerPoint presentation will be created and presented at a minimum of two meetings focusing on stormwater professionals in the Puget Sound, such as the Stormwater Work Group.	October 2024 – April 2025

EXHIBIT B: BUDGET

Costs are limited to those approved by the COUNTY in the current Budget. Costs should be reasonable and necessary to carry out the task. All activities and PROJECT expenditures must be completed according to this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

An Agreement Amendment must be completed and approved to change a scope of work, request an extension, or if the budget expenditure category might deviate more than ten percent (10% of award total) for projects over \$50,000; OR for projects less than or equal to \$50,000, if the change is greater than \$5,000. For more information, contact your grant administrator.

BUDGET CATEGORY	ITEMS: Description (rate/unit x quantity = total)	WaterWorks Grant Funding Request	CASH MATCH	IN-KIND MATCH	CATEGORY SUBTOTAL (Award + Match)	SOURCE OF MATCH (indicate if pending or secured)
Staff salaries & benefits	Maintenance Technician \$66.48/hour x 288 hours	\$19,146.24			\$19,146.24	
Staff salaries & benefits (using billing or fully burdened rates)					\$0.00	
Project supplies, materials, and equipment	Sweeper material disposal (for grant funding request). Sweeper equipment costs calculated using FEMA rental rates, which include equipment O&M, fuel, insurance, and replacement rates (for in-kind match).	\$12,353.76		\$22,089.60	\$34,443.36	City of Redmond (secured)
Commercial services	Backup sweeper rental (for contingency only if City's sweeper is out of commission).	\$10,000.00			\$10,000.00	
Consultant/contractor services	Data analysis of water quality data. Documentation of results in a technical summary report.	\$14,000.00			\$14,000.00	
Transportation					\$0.00	
Other costs					\$0.00	
Project Subtotal		\$55,500.00	\$0.00	\$22,089.60	\$77,589.60	
Overhead					\$0.00	
Grand TOTAL		\$55,500.00	\$0.00	\$22,089.60	\$77,589.60	

EXHIBIT C: ACKNOWLEDGEMENTS AND DISCLAIMERS



King County

Department of Natural Resources and Parks
Wastewater Treatment Division

Logo and logo standards: For electronic versions of the official logos and logo standards, contact your grant administrator. **The above logo must be included on all printed documents and electronic media** produced in carrying out the PROJECT. This includes signage, posters, documents, brochures, flyers, newsletters, newspaper advertising, Web pages, blogs, and videos.

Credit for materials produced as part of the PROJECT: Acknowledge PROJECT funding by including the following sentence with the logo:

This project is funded by the King County Wastewater Treatment Division

If your PROJECT has multiple funders, it can say:

This project is funded in part by the King County Wastewater Treatment Division

Disclaimer language: For items where opinions or advice or a list of organizations or businesses are included in the copy (e.g., an interpretive panel, a guidebook, or a directory), please add the following disclaimer sentence:

The content herein does not constitute an endorsement by King County government, its employees, or its elected and appointed officials.

EXHIBIT D: AGREEMENT TERMS AND PROCEDURES

ACKNOWLEDGMENT: Please acknowledge KING COUNTY in all written and electronic media (publications, signage, press releases, public service announcements, posters, flyers, Web pages, videos, PowerPoint presentations, etc.). Refer to Exhibit C for further information.

ADVANCE: Advance payments are allowed in some cases at the discretion of the COUNTY; documentation of payments made from advances shall be submitted to the COUNTY and approved prior to any further payments of AWARD funds.

AGREEMENT AMENDMENT: This document must be completed and approved to change a scope of work, request an extension, or if the budget (Exhibit B) might deviate in any PROJECT cost categories by an amount equal to or greater than ten percent (10%) of the total AWARD amount if the award is greater than \$50,000, OR if the budget may deviate more than \$5,000 for projects less than \$50,000. This form is available from your grant administrator.

BALANCE OF AWARD: Any amount of your AWARD not spent on this PROJECT, or not documented with approved backup documentation, must be returned to KING COUNTY, if an advance was issued.

CLOSEOUT REPORT: This report documents the successful completion of the PROJECT according to the scope of work. The Closeout Report is due thirty (30) days after the end of your agreement period and must be submitted online, following instructions from the WaterWorks grant administrator. This includes two sections:

1. Financial Closeout documenting the records of expenditures for the PROJECT (reconcile your project expenses, award, cash, and in-kind match).
2. Narrative Closeout documenting the successful completion of the PROJECT according to the scope of work. The final report will include a narrative, outreach materials, copies of communication materials, and tools created for and about the PROJECT.

ELIGIBLE CHARGES: Only expenses in the categories listed in the budget (Exhibit B) of this grant agreement can be covered by this AWARD and only up to the indicated amount without prior authorization.

END DATE: The end of the time period to complete activities funded by this agreement. Any activities or expenses incurred after this date cannot be reimbursed or covered by this agreement.

FINANCIAL RECORDS: Maintain a record of your expenditures to conform to generally accepted accounting principles. Retain records for at least three (3) years after the end date of your agreement. It is highly recommended that if you use a computer to track your project expenses you assign a code to this grant. If you keep track of your expenses manually, you will need to make copies of your receipts or other “manual” documents. This way, you will be able to document your expenses.

MATCH: Keep track of cash and/or in-kind match amount as it is described in your budget (Exhibit B) because it must be documented in your Financial Closeout Report.

MILESTONE: Milestones are considered significant actions or events marking important progress or change in the stage of development of the project.

QUARTERLY REPORTS: This report includes two sections; a progress section that provides a status report on the progress of activities and tasks identified in the scope of work; and an expense section for reimbursement of costs each quarter. The quarterly reports are due thirty (30) days after the end of each quarter. Quarterly reports must be submitted even if no work was completed towards tasks or if no expenses were incurred during the quarter.

SCOPE OF WORK: Keep track of your activities as they relate to the scope of work you provided (Exhibit A). You will have to document the progress when submitting your Quarterly Reports and Closeout Report.

START DATE: The start date of this agreement (same as effective date) is the date of the COUNTY signatory. Expenses can be posted as of the start date of your agreement but not sooner. Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

EXHIBIT E: FUNDING AUTHORITY

The funding authority for this AWARD comes from the COUNTY, through its Department of Natural Resources and Parks, which operates a regional system of sewage treatment and conveyance facilities for which it collects charges from local governments. Said charges constitute the source of revenue for operation of the COUNTY's sewage treatment system. By agreement with said local governments, this revenue can be used only to fund expenditures that are related to the development, operation, maintenance, and replacement and improvement of said system. By budget authority, the COUNTY funds activities related to the regional water quality objectives advanced by the development of the sewage treatment system.

Attachment B: Budget Details

Total Cost: \$77,589.60

2022 Grant Reimbursed Costs	2022 In-Kind Match	2023/2024 Grant Reimbursed Costs	2023/2024 In-Kind Match
\$2,776.92	\$1,840.80	\$52,723.08	\$20,248.80

- Costs for 2022 in-kind match were included in the 2021/2022 biennial budget.
- Grant reimbursed costs were not included in 2021/2022 biennial budget.
- If approved, the 2023/2024 costs will be included in the 2023/2024 biennial budget.



Memorandum

Date: 7/19/2022
Meeting of: City Council

File No. AM No. 22-106
Type: Consent Item

c.TO: Members of the City Council

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

Public Works	Peter Holte	Senior Planner
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TITLE:

Approval of an Ordinance for Revisions to Redmond Municipal Code (RMC) 15.04-Flood Control

- a. Ordinance No. 3089: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code (RMC) 15.04-Flood Control, to Clarify that All New, Substantially Improved or Reconstructed Buildings Within the 100-Year Floodplain Must be Constructed so that the Lowest Inhabitable Floor and Mechanical Equipment are At Least One Foot Above the "Base Flood Elevation (BFE)"

OVERVIEW STATEMENT:

The revisions to RMC 15.04 will clarify that all new, substantially improved, or reconstructed buildings within the 100-year floodplain must be constructed so that the lowest inhabitable floor and mechanical equipment are at least one foot above the "Base Flood Elevation (BFE)". The proposed revisions are a prerequisite for Redmond's participation in a voluntary Federal Emergency Management Agency (FEMA) program which offers the City, residents, and businesses a discount on federally backed flood insurance.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

• **Relevant Plans/Policies:**

The following Comprehensive Plan Policies support these revisions:

- NE-48 Regulate development in the 100-year floodplain to avoid substantial risk and damage to public and private property and loss of life. Ensure these regulations, at a minimum, comply with state and federal requirements for floodplain regulations.
- NE-51 Require that construction, maintenance, and operation of development in the 100-year floodplain

minimize hazards to persons and property within the 100-year floodplain and the entire community.

- **Required:**

Redmond participates in FEMA's Community Rating System (CRS) Program. The City's Class 5 status in this program provides the City, residents, and businesses a 25% discount on federally backed flood insurance for buildings within the 100-year floodplain.

FEMA added a new prerequisite for participation in this program which requires that the City's Flood Control Code explicitly state that within the FEMA 100-year floodplain all new, substantially improved, or reconstructed residential buildings must be erected so that the lowest inhabitable floor and mechanical equipment are elevated at least one foot higher than the BFE.

The proposed revisions will align RMC 15.04 with requirements that are already in place within the City's Building Code.

- **Council Request:**

N/A

- **Other Key Facts:**

N/A

OUTCOMES:

- 1) Consistency among the City's Flood Control Code and other building requirements
- 2) The City's continued participation in FEMA's Community Rating System Program

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

A list-serve notification of these changes was sent out to the public on June 17, 2022.

- **Outreach Methods and Results:**

Announcement of the proposed change was made in the June edition of the monthly e-news "Plan, Policy, and Regulatory Updates" list-serve notification that goes out to self-identified interested parties.

- **Feedback Summary:**

No feedback was received.

BUDGET IMPACT:

Total Cost:

\$0

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

Stormwater 214

Budget Priority:

Healthy and Sustainable

Other budget impacts or additional costs:

☒ Yes

☐ No

☐ N/A

If yes, explain:

There is no cost associated with this action other than SEPA review which cost approximately \$4500.

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/5/2022	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 City must adopt the proposed revisions by March 2023 to maintain a 25% discount on federally backed flood insurance for buildings in the 100-year floodplain.

ANTICIPATED RESULT IF NOT APPROVED:

The City would lose the 25% discount on federally backed flood insurance.

ATTACHMENTS:

Attachment A: Ordinance to Adopt Revisions to RMC 15.04 Flood Control

CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING REDMOND MUNICIPAL
CODE (RMC) 15.04 - FLOOD CONTROL, TO CLARIFY THAT
ALL NEW, SUBSTANTIALLY IMPROVED OR
RECONSTRUCTED BUILDINGS WITHIN THE 100-YEAR
FLOODPLAIN MUST BE CONSTRUCTED SO THAT THE
LOWEST INHABITABLE FLOOR AND MECHANICAL
EQUIPMENT ARE AT LEAST ONE FOOT ABOVE THE
"BASE FLOOD ELEVATION (BFE)"

WHEREAS, the City has floodplains within its limits that have
the potential to flood during large storm events; and

WHEREAS, buildings and other property are located within the
floodplains and typically have flood insurance; and

WHEREAS, the City of Redmond is a participant in the Federal
Emergency Management Agency's Community Rating System, which
provides the City, residents and businesses with a 25% discount on
federally backed flood insurance for buildings within the 100-year
floodplain; and

WHEREAS, new prerequisites for participation in the Community
Rating System now require that the City's Flood Control Code must
include a provision stating that all new, substantially improved
or reconstructed buildings within the 100-year floodplain must be
constructed so that the lowest inhabitable floor and mechanical

equipment are at least one foot above the "base flood elevation (BFE)"; and

WHEREAS, this provision aligns with requirements already enforced by the City's Building Code (RMC 15.08.06).

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 Subsections. Subsection 15.04.130 Residential construction and Subsection 15.04.150 Manufactured homes are hereby amended to read as follows:

15.04.130 Residential construction.

A. In AE or other A zones areas where the BFE has been determined or can be reasonably obtained, new construction, ~~and~~ substantial improvement and/or reconstruction due to substantial damage of any residential structure shall have the lowest floor, including basement, elevated one foot or more above the BFE. ~~[MECHANICAL EQUIPMENT AND UTILITIES SHALL BE WATERPROOF OR ELEVATED AT LEAST ONE FOOT ABOVE THE BFE.]~~
All machinery and equipment servicing these structures shall also be elevated one foot or more above BFE.

B. New construction, ~~[AND]~~ substantial improvement and/or reconstruction due to substantial damage of any residential structure in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained shall be reasonably safe from flooding, but in all cases, the lowest floor and machinery and equipment servicing these structures shall be elevated at least two feet above the Highest Adjacent Grade.

C. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited or shall be designed to automatically equalize hydrostatic flood forces on all walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. Openings shall be installed in exterior and interior walls.

2. The bottom of all openings shall be no higher than one foot above grade.

3. Openings may be equipped with screens, louvers, or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters.

4. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of flood waters.

Alternatively, a registered engineer or architect may design and certify engineered openings.

15.04.150 Manufactured homes.

A. All manufactured homes that are newly constructed, substantially improved and/or reconstructed due to substantial damage: ~~[ALL MANUFACTURED HOMES TO BE PLACED OR SUBSTANTIALLY IMPROVED ON SITES:]~~

1. Outside of a manufactured home park or subdivision;

2. In a new manufactured home park or subdivision;

or

3. In an expansion to an existing manufactured home park or subdivision; ~~[OR]~~

~~{4. IN AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION ON WHICH A MANUFACTURED HOME HAS INCURRED "SUBSTANTIAL DAMAGE" AS THE RESULT OF A FLOOD;}~~

shall be elevated on a permanent foundation such that the lowest floor of the manufactured home and machinery and equipment servicing the home are ~~{IS}~~ elevated one foot or more above the base flood elevation. ~~[AND BE]~~ The manufactured home shall be securely anchored to an adequately designed foundation system to resist flotation, collapse and lateral movement.

B. All manufactured homes that are newly constructed, substantially improved and/or reconstructed due to substantial damage, ~~{MANUFACTURED HOMES TO BE PLACED OR SUBSTANTIALLY IMPROVED}~~ on sites in an existing manufactured home park or subdivision that are not subject to the above manufactured home provisions shall be elevated so that ~~[EITHER:]~~ the lowest floor of the manufactured home, and machinery and equipment servicing the home, are one foot or more above the base flood elevation.

~~{1. THE LOWEST FLOOR OF THE MANUFACTURED HOME IS ELEVATED ONE FOOT OR MORE ABOVE THE BASE FLOOD ELEVATION; OR~~

~~2. THE MANUFACTURED HOME CHASSIS IS SUPPORTED BY REINFORCED PIERS OR OTHER FOUNDATION ELEMENTS OF AT LEAST~~

~~EQUIVALENT STRENGTH THAT ARE NOT LESS THAN 36 INCHES IN HEIGHT
ABOVE GRADE AND BE SECURELY ANCHORED TO AN ADEQUATELY DESIGNED
FOUNDATION SYSTEM TO RESIST FLOTATION, COLLAPSE, AND LATERAL
MOVEMENT.]~~

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: 7/19/2022
Meeting of: City Council

File No. AM No. 22-107
Type: Consent Item

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

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

Public Works	Rob Crittenden	Project Manager
Public Works	Jeff Thompson	Senior Engineer
Public Works	Jon Spangler	Engineering Manager

TITLE:

Award Bid and Approve Consultant Services Agreement Supplement 1 for Water Pressure Reducing Valve (PRV) Replacements

OVERVIEW STATEMENT:

Award bid to Road Construction Northwest of Renton, Washington, in the amount of \$4,539,902, and approve Consultant Services Agreement Supplement 1 with BHC Consultants in the amount of \$165,000 for the Water Pressure Reducing Valve (PRV) Replacements Phase 2 Project No. 20021802. The consultant services agreement supplement with BHC Consultants is for construction engineering support services, increasing the maximum amount payable to \$827,000.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
Council approval is required to award an Architectural and Engineering Services agreement that exceeds \$50,000 (2018 City Resolution 1503)
- **Council Request:**
N/A

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

OUTCOMES:

Approving this action keeps the City on the path to completing Phase 2 of the PRV replacement project, which will improve the reliability of the City's water supply system. This project will abandon and replace seven pressure reducing valve stations throughout Redmond. The construction provides for installation of new vaults, valves, piping, and the restoration of streets, sidewalks, and landscaping within the limits of construction.

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:

Construction award \$4,539,902
Supplemental agreement \$165,000

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

Budget Offer Number:

CIP

Budget Priority:

Healthy and Sustainable

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

If yes, explain:

N/A

Funding source(s):

Water CIP

Budget/Funding Constraints:

N/A

- ☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/5/2022	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	N/A	N/A

Time Constraints:

Award of bid must occur within 45 days of the bid opening (which occurred on 6/16/2022) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the construction contract will result in delaying construction, increasing the cost to complete the project. Not approving the supplemental agreement will prevent the consultant from providing services to the City during construction, increasing the time to complete the project.

ATTACHMENTS:

Attachment A: Vicinity Map

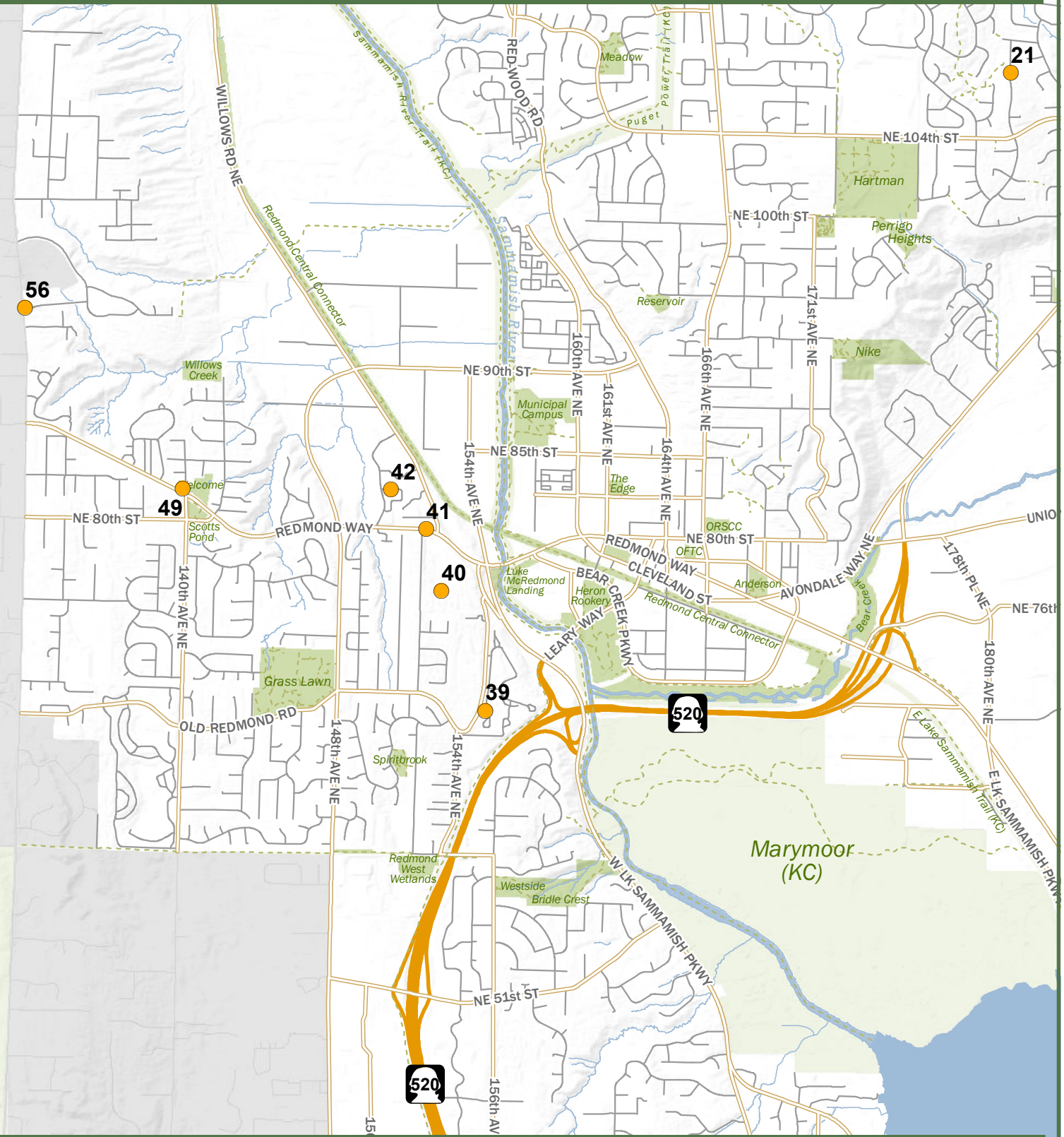
Attachment B: Additional Project Information

Attachment C: Consultant Agreement

Attachment 1 - PRV Phase 2 Locations

City of Redmond Water System

Last updated on 6/8/2022



0 0.25 0.5 1 Mi

Disclaimer: This map is created with data maintained by GIS Services Group, Technology and Information Services, City of Redmond, Washington. For reference purposes only.

LEGEND

SR 520

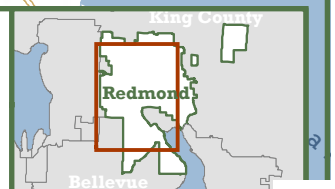
Arterial

Local

Trail

PRV Sites

City Limit



Attachment B – Additional Project Information

PRV Replacements Phase 2 project

Bid Results

The project was advertised in the *Daily Journal of Commerce* on 5/25/2022 and 6/1/2022. Bids were received and opened on 6/16/2022. The City received four bids which are summarized below.

Bidder	Bidder Location	Bid Amount
Road Construction Northwest	Renton, WA	\$4,539,902
Kar-Vel Construction	Renton, WA	\$5,173,093
J.W. Fowler	Dallas, OR	\$5,279,025
Razz Construction	Bellingham, WA	\$5,295,094
Engineer's Estimate		\$5,043,122

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

Consultant Agreement History

	Date	Amount	Maximum Amount Payable
Original Agreement	2/14/2020	\$662,000	\$662,000
Supplement 1		\$165,000	\$827,000

Fiscal Information

Current Project Budget	
Water CIP	\$9,122,861
Total Funding	\$9,122,861
Estimated Project Costs	
Design	\$939,611
Right of Way	\$212,615
Construction	\$5,651,962
Contingency	\$847,794
Total Estimated Project Cost	\$7,651,982
Budget Difference (Surplus)	\$1,470,879

Previous Project-Related Council Touches

Date	Meeting	Action
2/4/2020	Business Meeting	Approval of Consultant Agreement


**Washington State
Department of Transportation**

Supplemental Agreement Number _____		Organization and Address	
Original Agreement Number			
Project Number		Phone:	
Project Title		Execution Date	Completion Date
Description of Work		New Maximum Amount Payable \$	

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

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

The changes to the agreement are described as follows:

I

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

II

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

III

Section V, PAYMENT, shall be amended as follows:

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

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

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit A

SCOPE OF SERVICES

Pressure Reducing Valve Station Replacement Phase 2 (Project No. 20021802)

Supplement No. 1

Engineering Services During Construction

Statement of Understanding

Under the previous Pressure Reducing Valve Station Replacement Phase 2 project (Project) Consultant Agreement, BHC Consultants, LLC (Consultant) performed preliminary design, assisted with property rights acquisition, permitting, final design, and provided engineering services during bidding for the Project:

This Scope of Services is based on our current understanding of the work remaining to complete the Project. The work remaining is:

- Engineering services during construction.
- Review the Contractor prepared as-built drawings and prepare revised design drawings (Record Drawings) to incorporate project revisions identified and documented by the Contractor and City staff.

Scope of Services

The Scope of Services tasks are separated into five components where applicable:

1. Receivables: elements that will be provided by the City.
2. Work Tasks: tasks that will be completed by the Consultant.
3. Deliverables: the finished product that will be delivered to the City via electronic and hard copy.
4. Assumptions: assumptions used to develop each Work Task.
5. Meetings: Consultant team will work to minimize attendees at meetings. Meetings with City staff will be conducted virtually or at the City's offices.

Task 1A: Project Management

Receivables:

- None

Work Tasks:

1. Coordinate with City staff by regular status reports, status meetings, telephone/video conference communication, and e-mail during the project.
2. Prepare monthly progress reports and monthly invoices, including financial status and progress.

Deliverables:

- Monthly status reports using City format with invoices

Assumptions:

- The engineering services during construction begins in August 2022 and the project will be completed by December 31, 2023.

Meetings:

- Four (4) status meetings

Task 8: Engineering Services During Construction

Engineering services during construction are a major contributor to project success and are needed to ensure construction is completed in accordance with the Contract Documents. The Consultant's degree of involvement can vary significantly, depending on the experience and performance of the Contractor as well as actual subsurface conditions encountered during construction. To address this issue, services beyond the identified scope of services will only be performed upon written authorization from the City.

This scope is based on our understanding that the City will provide a construction management team, hereinafter referred to as "Construction Management Team" to manage the construction contract and will provide an in-house Construction Observation Team (COT) that will provide construction observation services. The Consultant's services will be provided in support of the Construction Management Team and the COT.

Receivables:

- Contractor shop drawings/submittals, requests for information (RFIs), change order requests, and O&M manuals.

Work Tasks:

1. Attend the pre-construction conference. Review meeting minutes prepared by the City/CM and provide comments/suggested revisions.
2. Assist in the preparation of a submittal tracking spreadsheet and the PRV Station Lump Sum Bid Item.
3. Review submittals from the Contractor, stamp approved, approved as noted, revise and resubmit, Submit Specified Item, or Informational Only and return to the City for further action.
4. Assist the Construction Management Team in resolving questions and RFIs from the Contractor.
5. Attend weekly or bi-weekly construction meetings when requested by the Construction Management Team.
6. Visit the construction sites to address issues that come up during construction that require input from the Consultant when requested by the Construction Management Team.
7. Provide written interpretations of the Contract Documents and/or drawings/sketches to the Construction Management Team, as requested by the City to supplement or clarify the Contract Documents.
8. Prepare revisions to the work or design for allowing the Construction Management Team to solicit proposals from the Contractor for necessary or desired changes in the work or design. The Construction Management Team will be responsible for preparing and issuing the subsequent change orders, along with an opinion of cost for the change.
9. Visit the construction sites to participate in a punch-list walkthrough and prepare a list of punch items.
10. Review the O&M manuals from the Contractor.

Deliverables:

- Comments/suggested revisions in tracked changes on the pre-construction meeting minutes
- Input/revisions to the material submittal tracking spreadsheet and PRV Station Lump Sum breakdown
- Written comments and recommendations on shop drawings/submittal reviews.
- Written interpretations and responses to questions and requests for information.
- Written documentation of field activities observed during site visits.
- Written comments and recommendations on Contractor developed O&M Manuals.
- Written documentation supporting approved change order requests.
- Construction correspondence as required.

Assumptions:

- Thirty (30) submittals are assumed.
- Fourteen (14) RFIs are assumed.
- Fifty (50) construction meetings are assumed (split 25/25 between virtual and at City Hall).
- Seven (7) change orders are assumed.
- Seven (7) site visits are assumed.
- One (1) site visit will be utilized to perform the punch list walkthrough.
- Special Inspections required by the Contract Documents are excluded from this scope.

Meetings:

- Attend up to fifty (50) weekly construction meetings.
- Attend up to seven (7) site visits.
- Attend one (1) punch-list walkthrough.

Task 9: Record Drawings

Receivables:

- Contractor and City inspector field as-built set of drawings.
- City review comments on Draft Record Drawings.

Work Tasks:

1. Prepare Record Drawings: incorporate modifications to the design drawings and prepare record drawings per City requirements.

Deliverables:

- One (1) electronic copy in PDF format of the Draft Record Drawings.
- One electronic copy in PDF format of the Final Record Drawings.
- One (1) composite record drawing AutoCAD file.

Assumptions:

- Construction Management Team will review the revisions that the Contractor has recorded on the field as-built set of drawings to confirm that the revisions adequately represent the as-built changes to the construction drawings.
- As constructed modifications to the drawings will be relatively minor.

Meetings:

- None.

Task X: Management Reserve

Task H1 is included for ease of tracking the management reserve budget.

Receivables:

- Written permission from the City is required to perform management reserve tasks or to access project management reserve funds.
- To be determined

Work Tasks:

1. Project management reserve tasks to be determined.

Deliverables:

- To be determined.

Assumptions:

- City to determine budget value of management reserve.
- To be determined.

Meetings:

- To be determined.

BUDGET

The Total Supplement No. 1 budget for the Pressure Reducing Valve Station Replacement Phase 2 (Project No. 20021802) is attached as Exhibit D. This budget is based on, and in accordance with, the City's Consultant Guidelines Worksheet rate determination. The Total Project Budget is presented in the Supplement Agreement.

PROJECT SCHEDULE

A detailed schedule will not be developed for the Engineering Services During Construction Supplement. The Project schedule is dependent on the selected Contractor's schedule for delivery of documents for review, and attendance at meetings is on an ad hoc basis.

Exhibit D

Consultant Fee Determination

Project Name: Pressure Reducing Valve Station Replacement Ph:
 Project Number: 20021802
 Consultant: BHC Consultants, LLC

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 148%	Fee (Profit) 30%	Total Hourly Rate	Total
PIC, QA/QC (Ron Dorn)	4	\$ 95.00	\$141.00	\$28.12	\$264	\$1,056
PM (Noah Allen)	287	\$ 73.00	\$108.35	\$21.61	\$203	\$58,248
Project Eng (Cris Castro)	100	\$ 73.00	\$108.35	\$21.61	\$203	\$20,295
Structural Eng (Ken Dahl)	12	\$ 85.00	\$126.16	\$25.16	\$236	\$2,836
Margarita Rodriguez	200	\$ 44.00	\$65.30	\$13.02	\$122	\$24,466
CAD Manager (Patti Simon)	43	\$ 61.50	\$91.28	\$18.20	\$171	\$7,284
CAD (Svetlana Olsoe)	99	\$ 45.50	\$67.53	\$13.47	\$126	\$12,574
Proj Admin (Sarah Sifferman)	67	\$ 41.00	\$60.85	\$12.14	\$113.99	\$7,660
Admin (Uma Pierson)	17	\$ 49.00	\$72.73	\$14.50	\$136.23	\$2,289
Total Hours						829
Subtotal:						\$136,708
REIMBURSABLES						
Mileage						\$1,000
Reproduction (copies, plots, etc.)						\$500
Miscellaneous						\$1,500
Subtotal:						\$3,000
SUBCONSULTANT COSTS (See Exhibit E)						
KPG						\$10,448
Subtotal:						\$10,448

Total: \$150,156

Contingency: 14,844

GRAND TOTAL: \$165,000

Exhibit D-2
Negotiated Hourly Rates

Project Name:	Pressure Reducing Valve Station Replacement Phase 2 - Supplement 1
Project Number:	20021802
Consultant:	BHC Consultants, LLC

Negotiated Hourly Rates

Discipline, Title, or Name	Hours	Direct Salary Cost (DSC)	Overhead 148.24%	Fee (Profit) 30%	Total Hourly Rate
PIC, QA/QC (Ron Dorn)	4	95.00	140.83	28.12	\$264
PM (Noah Allen)	287	73.00	108.22	21.61	\$203
Project Eng (Cris Castro)	100	73.00	108.22	21.61	\$203
Structural Eng (Ken Dahl)	12	85.00	126.00	25.16	\$236
Staff Eng (Sara Palmerton)		47.50	70.41	14.06	\$132
CAD Manager (Patti Simon)	43	61.50	91.17	18.20	\$171
Admin (Uma Pierson)	17	49.00	72.64	14.50	\$136
CAD (Anthony Bradley)		40.00	59.30	11.84	\$111
CAD (Glenn Castillo)		45.50	67.45	13.47	\$126
CAD (Arman Cariaso)		45.50	67.45	13.47	\$126
CAD (Svetlana Olsoe)	99	45.50	67.45	13.47	\$126
CAD (John Lira)		40.00	59.30	11.84	\$111
GIS (Carlito Tolentino)		47.00	69.67	13.91	\$131
Proj Admin (Sarah Sifferman)	67	41.00	60.78	12.14	\$114
Patty Coughlin		40.00	59.30	11.84	\$111
Jim Gross		90.00	133.42	26.64	\$250
Gustavo Franco		79.50	117.85	23.53	\$221
Jeff Gibson		85.00	126.00	25.16	\$236
Becca Ochiltree		69.00	102.29	20.42	\$192
Mark Wildhood		48.00	71.16	14.21	\$133
Margarita Rodriguez	200	44.00	65.23	13.02	\$122
Ryan Hale		51.20	75.90	15.16	\$142
Lauren Moore		40.00	59.30	11.84	\$111
Katie Cote		55.50	82.27	16.43	\$154
Carla Talich		85.00	126.00	25.16	\$236
Kevin Garcia		41.00	60.78	12.14	\$114
Kranti Maturi		63.00	93.39	18.65	\$175

EXHIBIT E

Subcontracted Work

Project Name: Pressure Reducing Valve Station Replacement Phase 2 - Supl
Project Number: 20021802
Consultant: BHC Consultants, LLC

The City permits subcontracts for the following portions of work of the Agreement:

Subconsultant	Work Description	Amount
KPG	Landscape Architect	\$10,448
Total:		\$10,448



Memorandum

Date: 7/19/2022
Meeting of: City Council

File No. AM No. 22-108
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2170
------------------------------------	---------------	--------------

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Cathy Beam, AICP	Principal Planner

TITLE:

Approval of Unauthorized Tree Removal Penalties and Updated Tree Replacement Base Fees

- a. Ordinance No. 3090: An Ordinance of the City Of Redmond, Washington Amending Redmond Municipal Code Chapter 1.14, Enforcement and Penalties, and Amending Tree Replacement Base Fees on the Planning Department Fees Schedule; Providing for Severability and Establishing an Effective Date

OVERVIEW STATEMENT:

Discussion of amendments to RZC 21.72, *Tree Protection*, RZC 21.78, *Definitions*, and RMC Chapter 1.14, *Enforcement and Penalties* was referred to the Parks and Environmental Sustainability Committee of the Whole during the June 7 Council Business Meeting. At the subsequent June 28, 2022, Parks and Environmental Sustainability Committee of the Whole meeting, the Committee directed staff to move forward with the Enforcement and Penalties provisions in the Redmond Municipal Code and Replacement Tree Base Fee provisions on the Planning Department Fee Schedule that were extracted from the initial Tree Regulations Update adopting ordinance. Refer to Attachment A.

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

REQUESTED ACTION:

☐ Receive Information ☐ Provide Direction ☒ Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Comprehensive Plan, Tree Preservation and Landscape Enhancement subsection of the Natural Environment Element; Tree Canopy Strategic Plan; Environmental Sustainability Action Plan; Climate Action Implementation Plan; Watershed Management Plan; Community Strategic Plan; and Redmond Zoning Code.
- **Required:**

Council approval is required for code changes.

- **Council Request:**
N/A

- **Other Key Facts:**

The Parks and Environmental Sustainability Committee of the Whole was briefed on an appeal of Kirkland's recently adopted tree regulations to the Growth Management Hearings Board (GMHB). It was suggested that the City consider the outcome of the petition to allow Council to reflect on the decision before moving the entire Tree Regulations Update package forward. A final decision and order on the Kirkland appeal is expected from the GMHB in November. In the meanwhile, the City can move unauthorized tree removal penalties into RMC Chapter 1.14, *Enforcement and Penalties*, and take action. In addition, the Tree Replacement Base Fee amount currently resides on the Planning Department Fee Schedule. The Council can take action on updating these fees in the schedule. Neither action is subject to appeal to the Growth Management Hearings Board.

OUTCOMES:

The proposal addresses concerns related to unauthorized tree removal as well as tree replacement base fee amounts which were inadvertently reduced over time in the Planning Department Fee Schedule.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

Public participation in advance of crafting the draft regulations was an imperative step. Staff created a Let's Connect webpage in May 2020 that contains information that frames the context for the regulations update, along with supporting documents and a project schedule. This webpage is still active. People additionally reached out via email or phone calls through the update process offering input. Lastly, many people submitted written testimony during the Planning Commission's public hearing and review of the proposed regulations.

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

June 2020 thru August 2020. Staff ran a questionnaire on the Tree Regulations Update Let's Connect webpage which contained a series of non-leading, non-biased open-ended questions. The results from this survey were read and categorized and informed several changes in the proposed regulations.

August 2020. Staff also held two virtual office hours events in 2020 that citizens attended to ask questions and offer comments on updating the tree regulations.

September 2021 thru January 2022. The Planning Commission held seven meetings, one of which was a public hearing on November 10, 2021.

Throughout the entire process, staff participated in many one-on-one calls with citizens, business owners, and developers.

- **Outreach Methods and Results:**

Feedback and comments were received early in the code development process through the Let's Connect questionnaire and virtual office hours events mentioned above.

Regarding the questionnaire, specifically, 82 individuals responded that the definition of a significant tree should remain the same, while 34 responded that the definition should be revised. Similarly, 87 respondents said the landmark tree definition should remain the same while 28 suggested it be revised. Those who suggested revisions mentioned landmark trees should be species-dependent considering the health, desirability of the species, and location. An overwhelmingly 102 respondents noted the City should continue the practice of issuing tree removal permits, while 18 noted the City should cease the practice. Several comments were made regarding making the process easier for single-family homeowners to secure a permit. Regarding the current requirement for development proposals to retain 35% of significant trees, the majority of respondents would

like this number increased (71 for higher, nine for lower, and 37 for remaining the same). A tree retention rate of 50% was the most common response for making the retention requirement higher. Some respondents mentioned different retention requirements for significant versus landmark trees. Most people responding (75) suggested higher in-lieu fees, while 27 suggested keeping it the same, and 13 responded it should be lower. Five hundred dollars (\$500) was the most common recommendation on fee-in-lieu cost per tree, followed by \$1,000 (13 respondents).

Comments from the virtual office hours expressed concern that tree removal is too easy to obtain, replacement plantings are not effective, enforcement is lacking, and the need for education. Other comments included the interconnectedness of the Tree Canopy Strategic Plan, the Environmental Sustainability Action Plan and the proposed Updated Tree Regulations, and the potential for conflicts between overhead utility lines and tree retention.

Comments received during the Planning Commission's review of the proposed tree regulations were cataloged in the Commission's 51-page issues matrix. Additional changes were made to the proposed regulations in response to public testimony.

- **Feedback Summary:**

Much of the feedback received was incorporated into the proposed tree regulations where possible, and where it maintained alignment with all city priorities, state/county mandates and could be reasonably achieved through practical business practices and allocated budget. Most of this input is reflected in the Key Changes noted above.

BUDGET IMPACT:

Total Cost:

None

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

000250

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
3/1/2022	Committee of the Whole - Planning and Public Works	Receive Information
4/5/2022	Business Meeting	Receive Information
4/26/2022	Study Session	Receive Information
5/3/2022	Committee of the Whole - Planning and Public Works	Provide Direction
6/7/2022	Business Meeting	Approve
6/28/2022	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

While there are no time constraints, there is considerable community support and momentum behind the adoption of code amendments that are better aligned with the city's environmental sustainability goals.

ANTICIPATED RESULT IF NOT APPROVED:

Existing unauthorized tree removal penalties and tree replacement base fee amounts will remain effective.

ATTACHMENTS:

Attachment A: Adopting Ordinance

CODE

CITY OF REDMOND
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON AMENDING REDMOND MUNICIPAL CODE
CHAPTER 1.14, ENFORCEMENT AND PENALTIES, AND
AMENDING TREE REPLACEMENT BASE FEES ON THE
PLANNING DEPARTMENT FEES SCHEDULE; PROVIDING
FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE
DATE

WHEREAS, the City issued a Determination of Non-Significance (DNS) State Environmental Policy Act (SEPA) threshold for this non-project action on February 10, 2021. The comment period expired on February 24, 2021, and the appeal period expired on March 11, 2021. No comments or appeals were received; and

WHEREAS, the City Council desires to amend Redmond Municipal Code Chapter 1.14, Enforcement and Penalties to address unauthorized tree removal; and

WHEREAS, the City Council desires to amend the Planning Department Fee Schedule, to address inadvertent reductions in the Tree Replacement Base Fee amount.

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

Section 1. Findings and Conclusions. After carefully reviewing the record and considering the evidence and arguments in the record and at the public meetings and hearings, the City

Council hereby adopts the findings, conclusions, and recommendation of the Parks and Environmental Sustainability Committee of the Whole as directed on June 28, 2022.

Section 2. Amendments to Redmond Municipal Code (RMC), Chapter 1.14, Enforcement and Penalties. The provisions of RMC Chapter 1.14, Enforcement and Penalties, are amended to read as follows:

1.14.060 Criminal violations and penalties, civil violations and penalties, and other penalties.

. . . .

B. Civil Violation and Penalty.

1. Any person who commits an act which violates (a) any provision listed in RMC 1.14.030.A, Applicability; (b) any approval or approval condition granted under any provision listed in RMC 1.14.030.A, Applicability; or (c) any orders issued under this chapter shall be subject to a civil penalty not to exceed \$1,000 for each violation. The minimum civil penalty shall be \$100.

2. Any person who fails to act when required to do so by (a) any provision listed in RMC 1.14.030.A, Applicability; (b) any approval or approval condition granted under any provision listed in RMC 1.14.030.A, Applicability; or (c) any orders issued under this chapter shall be subject

to a civil penalty not to exceed \$1,000 for each violation.
The minimum civil penalty shall be \$100.

3. Notwithstanding paragraphs (1) and (2) above, civil penalties for illegal tree removal may exceed \$1,000 for each violation. Remediation, including but not limited to tree values, replacement ratios, and performance assurance costs, as outlined below, shall be added to any civil penalties assessed under paragraphs (1) and (2) above.

i. The Administrator shall establish a tree value for each significant and landmark tree removed or damaged in violation of this chapter. Topping of trees shall be considered tree removal and shall be subject to remediation. Topping does not include pruning fruit trees to encourage the production of fruit. This amount shall be based upon appraised tree value per industry standard trunk formula method in the latest edition of "Guide for Plant Appraisal" published by the International Society of Arboriculture, or its successor entity, that is current at the time of the violation. The City shall take the average of three separate signed appraised values submitted by arborists on the applicant's behalf. The penalty amount shall be tripled for contractors working on behalf of a property owner and may include but not be limited to tree removal and grinding contractors and arborists.

ii. The number of replacement trees required for unauthorized significant tree removal is dependent upon the size of tree removed as identified in the table below. If a tree has been removed and only the stump remains, the size of the tree removed shall be the diameter of the top of the stump.

<u>Size of Removed Tree</u>	<u>Number of Replacement Trees Required</u>
<u>Greater than 6 inches to 10 inches</u>	<u>6</u>
<u>Greater than 10 inches to 20 inches</u>	<u>8</u>
<u>Greater than 20 inches to 30 inches</u>	<u>10</u>
<u>Greater than 30 inches</u>	<u>12</u>

iii. Replacement tree sizes shall be 2-1/2" caliper for deciduous trees and six (6) feet in height for evergreen trees.

iv. All required replacement trees and relocated trees shown on an approved permit shall be maintained in healthy condition by the property owner throughout the required bonding period of the project, unless other approved by the Administrator in a subsequent permit.

Section 3. Amendments to the Planning Department Fee Schedule. The Tree Replacement Base Fee is amended to read as follows:

PLANNING DEPARTMENT FEES
City of Redmond

Administrative Policy

Miscellaneous Fee:

Tree Replacement Base Fee - ~~Each Replacement Tree~~ — ~~\$80.60~~

Each Significant replacement tree \$500

Each Landmark replacement tree \$2,000

Note: These fees may be adjusted annually for inflation. These fees shall not be automatically reduced as part of any fee schedule adjustments.

(Not subject to 3% Technology Surcharge.)

Section 4. Preparation of Final Documents. The Administration is directed to complete preparation of Redmond Municipal Code and Planning Department Fees documents, including updates to chapter numbers, correction of any typographical errors, minor stylistic or editorial revisions, general formatting, and including of appropriate graphic and illustrations.

Section 5. 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 6. 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 19th day of July, 2022.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL D. 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: 7/19/2022
Meeting of: City Council

File No. AM No. 22-109
Type: Consent Item

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

Parks	Loreen Hamilton	(425) 556-2336
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DEPARTMENT STAFF:

Parks	Jeff Aken	Parks Planning Manager
Public Works	Rob Crittenden	Senior Engineer
Public Works	Jon Spangler	Engineering Manager

TITLE:

Approve Final Contract with Ohno Construction in the Amount of \$1,634,974, and Accept Construction for the Westside Park Renovation Project

OVERVIEW STATEMENT:

This contract with Ohno Construction for the Westside Park Renovation project, Project No. 50021924, had a total bid amount of \$1,604,686. Taking into account plus or minus change orders and bid item increases or decreases, the final contract amount is \$1,634,974. Staff is also asking Council to accept construction.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

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

OUTCOMES:

This project increases the use of Westside Park and benefits the community by making it useable year-round with a picnic shelter, multi-sport court, paved pathways, improved drainage, and nature play elements in the playground.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$1,634,974

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

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable

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

Funding source(s):
Parks CIP

Budget/Funding Constraints:
N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Time Constraints:

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

ANTICIPATED RESULT IF NOT APPROVED:

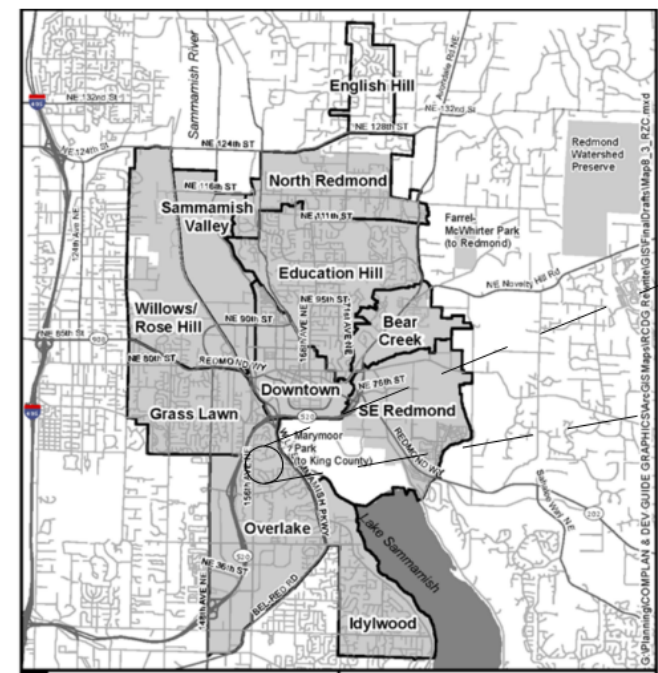
The warranty period begins upon Council acceptance. Not accepting construction will result in delay of warranty start, increasing the project close-out cost.

ATTACHMENTS:

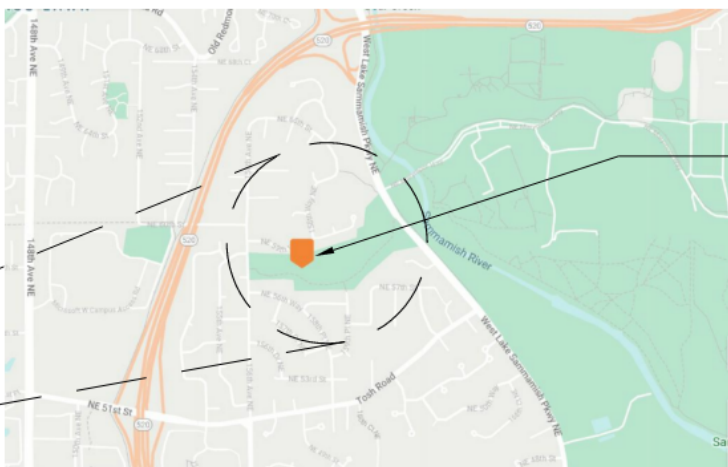
Attachment A: Vicinity Map

Attachment B: Additional Project Information

Attachment A Westside Park Vicinity Map



VICINITY MAP
CITY OF REDMOND • NOT TO SCALE



LOCATION MAP
NOT TO SCALE

PROJECT ADDRESS
5810 156TH AVE NE
REDMOND, WA 98052

Attachment B – Additional Project Information

Westside Park Renovation

Fiscal Information

Current Project Budget

Parks CIP	\$2,600,000
Total Funding	\$2,600,000

Estimated Project Costs

Design	\$530,293
Construction	\$1,981,112
Total Estimated Project Cost	\$2,511,405

Budget Difference	\$88,595
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Previous Project-Related Council Touches

Date	Meeting	Action
4/20/2021	City Council	Award Construction Contract



Memorandum

Date: 7/19/2022
Meeting of: City Council

File No. AM No. 22-110
Type: Consent Item

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

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

DEPARTMENT STAFF:

Public Works	John Mork	Project Manager
Parks	David Tucheck	Parks and Facilities Operations Manager
Parks	Quinn Kuhnhausen	Facilities Manager

TITLE:

Award of Bid to CDK Construction Services, Inc., in the Amount of \$720,195, for the Redmond Maintenance Operations Center - Plumbing and ADA Upgrades Project and Increase the Total Funding for this Project from \$550,000 to \$1,132,632

OVERVIEW STATEMENT:

This contract with CDK Construction Services, Inc., is for construction of the Redmond Maintenance Operations Center - Plumbing and ADA Upgrades project, Project No. 20012107.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required to award a construction contract over \$300,000 per 2018 City Resolution 1503
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The Redmond Maintenance Operations Center Building 1 was constructed in 1976. After years of daily use by City maintenance staff, the plumbing lines need replacement. This project will replace the existing plumbing lines, improve ADA accessibility, and make other improvements to the men's and women's locker rooms.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
The renovation work will be limited to the men's and women's locker room in building 1 of the Redmond Maintenance Operation Center. City staff will be notified regularly of upcoming construction activities.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$720,195

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

Budget Offer Number:
CIP

Budget Priority:
Vibrant and Connected

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

If yes, explain:

Staff are requesting an additional \$582,632 to complete the project.

Funding source(s):
General Government CIP, Stormwater CIP, Water CIP, and Wastewater CIP

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/12/2022	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Award of bid must occur within 45 days of the bid opening (which occurred on June 30, 2022) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:

The City Council could choose not to award the contract which would delay construction of the project.

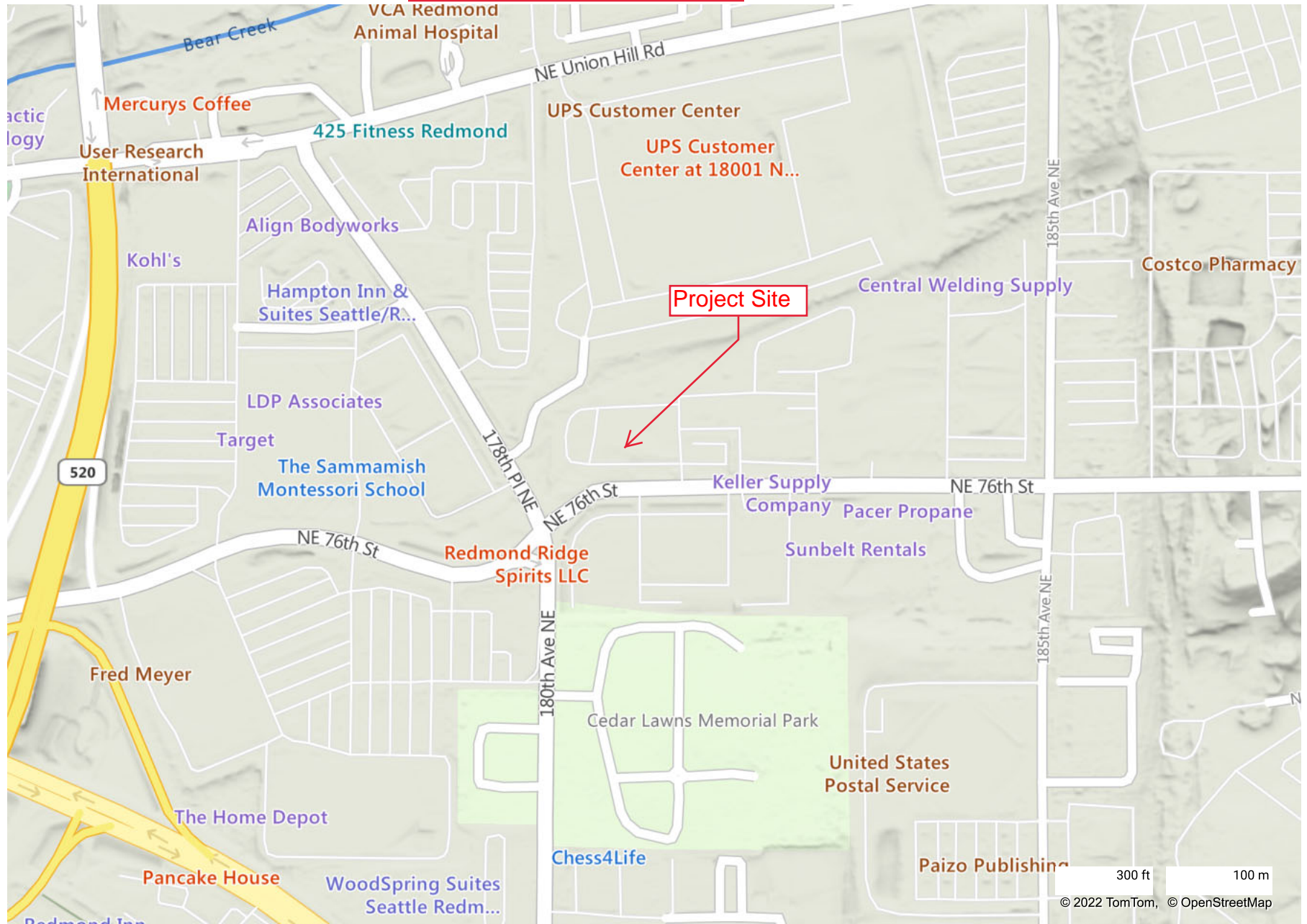
ATTACHMENTS:

Attachment A - Vicinity Map

Attachment B - Additional Project Information

Attachment C - Planned Improvements

ATTACHMENT A



Attachment B – Additional Project Information

Redmond Maintenance Operations Center- Plumbing and ADA Upgrades

Project Discussion

The Redmond Maintenance Operations Center Building 1 was constructed in 1976. After years of daily use by City maintenance staff, the plumbing lines and restroom fixtures are in need of replacement. This project will make the following improvements to the men's and women's locker rooms:

- Install new plumbing lines
- Install new toilets, urinals, sinks and showers
- Add a drying room
- Install new lockers
- Improve ADA accessibility
- Add energy efficient lighting
- Modify/upgrade the HVAC system

Bid Results

The project was advertised in the *Daily Journal of Commerce* on June 16 and June 22, 2022. Bids were received and opened on June 30, 2022. The City received two bids which are summarized below.

Bidder	Bidder Location	Bid Amount
CDK Construction Services, Inc.		\$720,194.80
Reynolds General Contracting, Inc.		\$746,478.00
Engineer's Estimate		\$591,766.58

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

Fiscal Information

Current Project Budget	
General Government CIP	\$550,000
Total Funding	\$550,000
Estimated Project Costs	
Design	\$115,000
Construction	\$884,897
Contingency	\$132,735
Total Estimated Project Cost	\$1,132,632
Budget Difference	\$582,632

The additional funding needed will come from the General Government CIP, Stormwater CIP, Water CIP and Wastewater CIP.

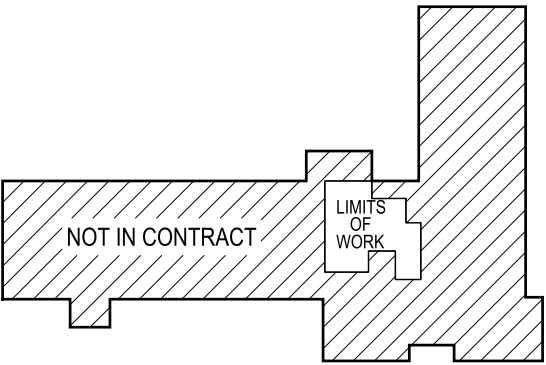
ATTACHMENT B

WALL TYPE INTERIOR PARTITION	1 LAYER	GWB	1/2"	SIDE 2 PLAN
	SIDE 2 1 LAYER	MATERIAL GWB	THICKNESS 1/2"	
WALL TYPE INTERIOR PARTITION	SIDE 1 -S SUFFIX: 3.5" SOUND BATT			SIDE 1 PLAN
	FRAME	SIDE TYPE	SPACING	
	WOOD	1.5x3.5"	16" O.C.	
	SIDE 1 1 LAYER	MATERIAL GWB	THICKNESS 1/2"	
WALL TYPE INTERIOR PARTITION	SIDE 2	MATERIAL	THICKNESS	SIDE 2 PLAN

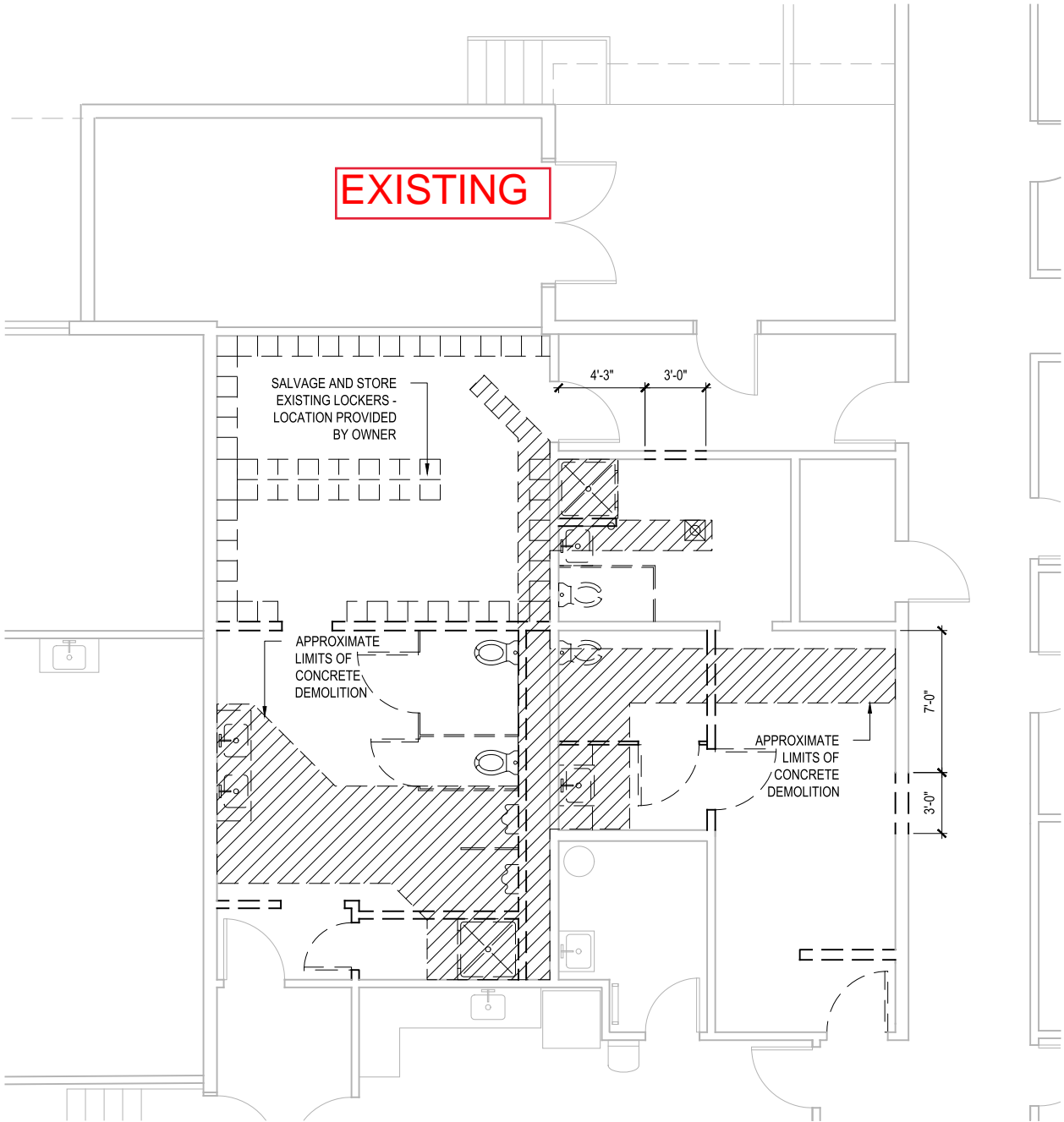
6 WALL TYPES
NTS

GENERAL NOTES:

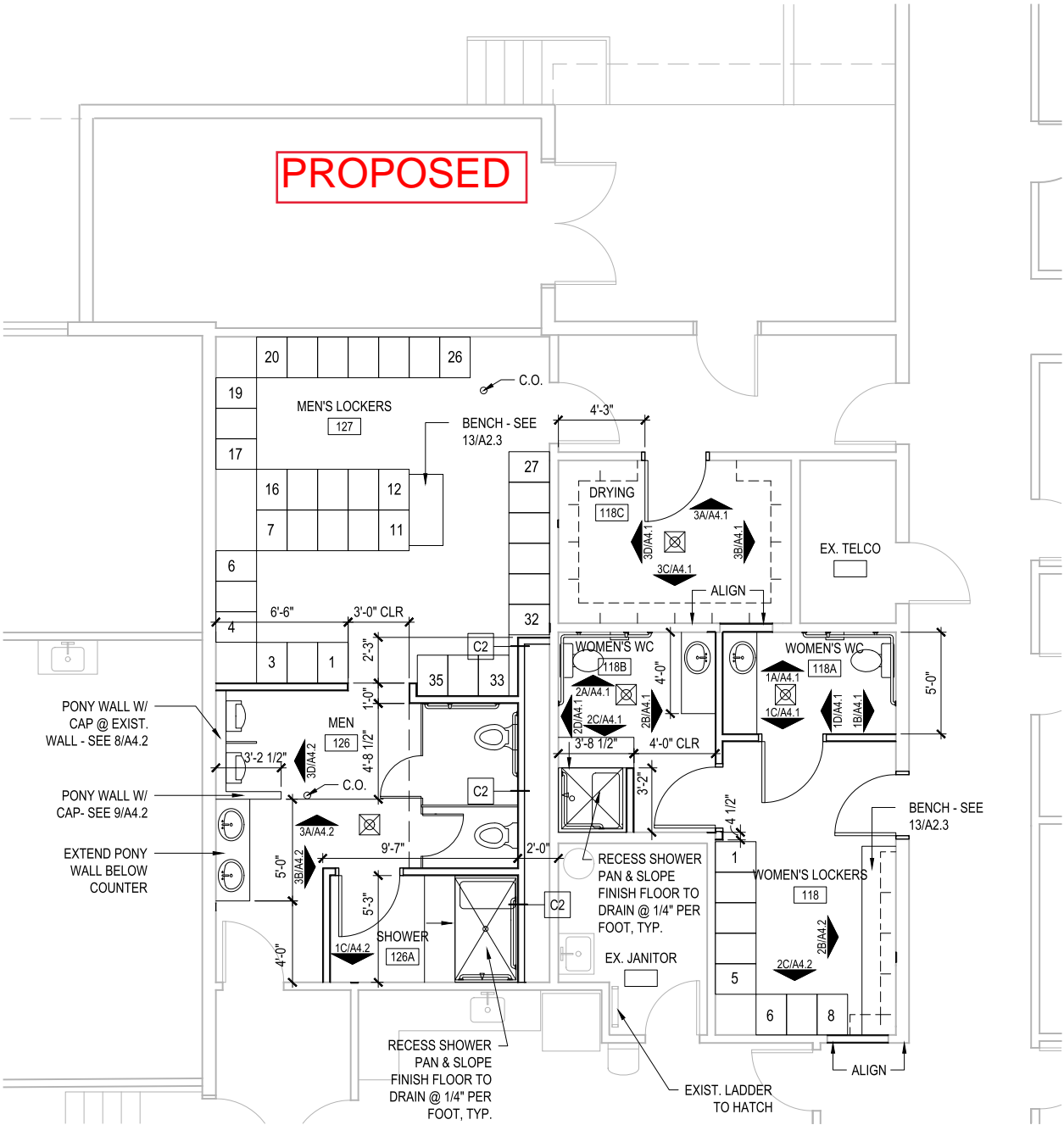
- A. NEW DOORS ARE 5" AWAY FROM WALL CORNER TYPICAL, UNLESS NOTED OTHERWISE
- B. DIMENSIONS TO EXISTING WALLS ARE MEASURED TO EXISTING FACE OF FINISHED WALL.
- C. DIMENSIONS TO NEW WALLS ARE MEASURED TO FACE OF FINISHED WALL.
- D. SEE A2.3 FOR ADA FLOOR CLEARANCES AND DIMENSIONS.
- E. ALL WALL TYPES ARE TYPE C1 UNLESS NOTED OTHERWISE
- F. ALL GYP. BOARD TO BE PATCHED AND REPAIRED, TYP.



3 KEY PLAN
SCALE: NTS

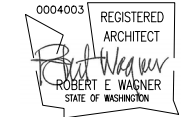


10 DEMOLITION PLAN, GROUND LEVEL
SCALE: 1/4" = 1'-0"



4 FLOOR PLAN, GROUND LEVEL
SCALE: 1/4" = 1'-0"

WAGNER
ARCHITECTS
PLANNERS
1916 PIKE PLACE
SEATTLE WA 98101
206-448-2528
FAX-441-6184
wagnerarchitects.com



Consultants:

REDMOND MOC
PLUMBING & ADA
UPGRADES



18080 NE 76TH ST.
REDMOND, WA
98052

BID SET

JOB NO. 21914
Date June 15, 2022
Revisions

Sheet Contents
DEMO PLAN &
FLOOR PLAN
(MAXIMUM)

All material appearing herein constitutes the unpublished and original work of the architect and may not be duplicated, used, or disclosed without the written consent of the architect.

Sheet No.

A2.1



Memorandum

Date: 7/19/2022
Meeting of: City Council

File No. AM No. 22-111
Type: Staff Report

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	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Becky Frey	Principal Planner
Planning and Community Development	Lauren Alpert	Senior Planner
Planning and Community Development	Glenn Coil	Senior Planner
Planning and Community Development	Ian Lefcourte	Senior Planner
Planning and Community Development	Odra Cárdenas	Planner

TITLE:

Redmond 2050 Quarterly Update - Third Quarter 2022

OVERVIEW STATEMENT:

Staff will provide a quarterly update on the Redmond 2050 periodic review of the Comprehensive Plan at the City Council's July 19, 2022, business meeting. The main topic is the Redmond 2050 Draft Environmental Impact Statement (DEIS) and the analysis of the draft growth alternatives studied in the DEIS. The staff report is in preparation for study sessions on July 26 and August 9 where staff will seek Council input and direction on developing a final alternative that contains preferred components from the draft growth alternatives.

Staff previewed the DEIS at the June 7 Planning and Public Works Committee of the Whole meeting. The complete DEIS and other environmental review materials can be found at <https://www.redmond.gov/1477/SEPA-Scoping>.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Comprehensive Plan, Redmond Transportation Master Plan, implementing functional and strategic plans, and Redmond Zoning Code.

- **Required:**
The Growth Management Act requires that Washington cities and counties periodically review and, if needed, revise their comprehensive plans and development regulations every ten years. For King County cities the periodic review must be completed by December 31, 2024.
- **Council Request:**
The City Council requested quarterly reports on project milestones, staff progress, and public involvement.
- **Other Key Facts:**
None.

OUTCOMES:

Council input and direction on the development of a preferred alternative will: 1) inform the development of a final EIS (FEIS) for Redmond 2050, and 2) inform updates to Comprehensive Plan policies and Zoning Code regulations undertaken as part of Redmond 2050.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Previous and Current (Q2 2022)
 - First drafts of Housing; Economic Vitality; Transportation; Urban Centers (Overlake only); and Parks, Arts, Recreation, Culture, and Conservation (PARCC) policies
Planned (Q3 2022)
 - DEIS and growth alternatives
 - Phase 2 policy considerations
- **Outreach Methods and Results:**
Outreach methods have included or will include:
 - Redmond 2050 Website
 - Let's Connect questionnaires
 - Press release
 - Social media
 - Short videos
 - Posters & yard signs
 - Posters
 - Utility bill inserts
 - Emails to City eNews, Redmond 2050, and Parks & Recreation lists
 - Emails to partner organizations
 - Stakeholder input
 - Focus group meetings
 - Boards & Commissions meetings
 - Hybrid and remote workshops and interviews
 - Tabling at community events and around the community
 - Translation of selected materials
 - Community Advisory Committee input
 - Property owner notifications via mail (potential rezoning notice)
- **Feedback Summary:**
Summaries of specific engagement activities can be found online at

[Redmond.gov/1495/Engagement-Summaries](http://www.redmond.gov/1495/Engagement-Summaries) <<http://www.redmond.gov/1495/Engagement-Summaries>>.

BUDGET IMPACT:

Total Cost:

\$4,535,222 is the total appropriation to the Community and Economic Development offer and is where most staff expenses related to Redmond 2050 are budgeted. A portion of this budget offer is for a consultant contract that the Council authorized with BERK for SEPA analysis and the Climate Vulnerability Assessment, totaling \$445,000.

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:

None

Funding source(s):

General Fund, Washington State Department of Commerce grant

Budget/Funding Constraints:

Grant deliverables must be complete by June 30, 2023.

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/6/2020	Business Meeting	Approve
11/17/2020	Business Meeting	Receive Information
3/16/2021	Business Meeting	Receive Information
3/23/2021	Study Session	Provide Direction
6/15/2021	Business Meeting	Receive Information
6/22/2021	Study Session	Provide Direction
9/21/2021	Business Meeting	Receive Information
9/28/2021	Study Session	Provide Direction
11/16/2021	Business Meeting	Receive Information
11/23/2021	Study Session	Provide Direction
2/15/2022	Business Meeting	Receive Information
5/3/2022	Business Meeting	Receive Information
5/10/2022	Study Session	Provide Direction

6/7/2022	Committee of the Whole - Planning and Public Works	Receive Information
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Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/26/2022	Study Session	Provide Direction
8/9/2022	Study Session	Provide Direction

Time Constraints:

All Phase I and Phase II updates to the Comprehensive Plan must be completed no later than December 31, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

Staff is not requesting action at this time.

ATTACHMENTS:

Attachment A: Redmond 2050 Overview

Attachment B: Redmond 2050 DEIS Summary Report Card

Attachment C: Presentation Slides

2022

Council Review Topics

1st
Quarter

- Draft Environmental Impact Statement (*intro*)
- Growth Alternatives Report Cards (*intro*)

2nd
Quarter

- Policy Updates: Housing, Economic Vitality, Transportation, Overlake



3rd
Quarter

- Preferred Growth Alternative

4th
Quarter

- Phase 2 Element Policy Considerations

Comprehensive Plan - Adopts Vision for the City



PHASE ONE

PHASE TWO

Continual
Support:



Community
Involvement



Environmental
Review

Functional & Strategic Plans - Defines How Vision will be Implemented



PHASE ONE

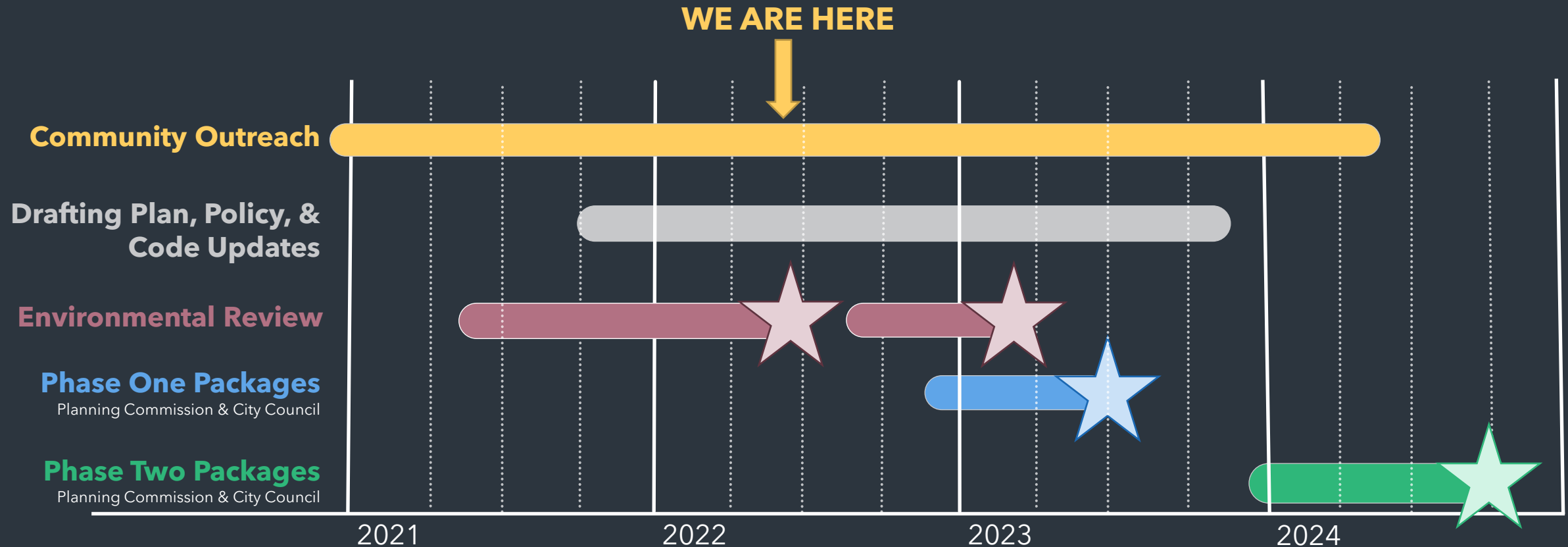
PHASE TWO

Financing & Implementation



BOTH PHASES

Redmond 2050 Timeline



Phase 1 addresses critical needs, expiring programs, etc.
Plan update must be completed by December 31, 2024

Recent and Upcoming Activities



Q2 2022

- Needs assessment and preparation of existing conditions report chapters for Phase 2 topics
- Publication of first draft policies for Parks, Arts, Recreation, Conservation, and Culture (PARCC) Element
- Community engagement on draft environmental impact statement and growth alternatives
- Continued engagement on first drafts of housing, economic vitality, transportation, and Overlake policies
- Monthly CAC meetings
- Twice-monthly Planning Commission meetings

Q3 2022

- Community engagement on draft environmental impact statement (DEIS) and growth alternatives, including community workshop and public hearing
- Development of preferred growth alternative
- Publication of second draft policies for Housing, Economic Vitality, Transportation, and Urban Centers (Overlake only)
- Community engagement on draft transportation project recommendations
- Publication of existing conditions reports for Phase 2 topics
- Community engagement on policy considerations for Phase 2 topics
- Monthly Community Advisory Committee meetings
- Monthly Technical Advisory Committee meetings
- Twice-monthly Planning Commission meetings

REDMOND 2050



Report Card

Draft EIS Alternatives



Redmond
WASHINGTON 178

Introduction

What is Redmond 2050? The City of Redmond is updating its existing Comprehensive Plan to plan for growth through 2050. Planning for growth helps us build a city that meets the needs of the community and reflects the vision for how the community will look and function.

What legal frameworks apply? The Redmond 2050 Plan will address requirements of the Growth Management Act (GMA), Puget Sound Regional Council (PSRC) VISION 2050 plan, and King County Countywide Planning Policies (CPPs). This includes accommodating new growth targets and focusing most growth near high-capacity transit (HCT) service.

What else will be updated? The City will also update supporting system plans (e.g., transportation, park, utility, other) and development regulations like the zoning code.

How can Redmond grow and be a more vibrant community? The updated plan will refine the community vision, values, and objectives considering key themes of equity and inclusion, sustainability, and resiliency.

How can we improve the plan and facilitate growth to meet Redmond's vision? Redmond intends to streamline the Redmond Comprehensive Plan and make it more concise and user-friendly. The City also proposes a Planned Action Update for Overlake under RCW 43.21C.440 to facilitate permitting. Similarly, the City also anticipates adopting infill exemptions (RCW 43.21C.229) for Downtown and Marymoor where transit-oriented development (TOD) is proposed.

Contents

Introduction

Key Community Questions

From suburb to city...
Where should growth go?

How do the
Alternatives compare?

Objectives

How to comment on
the Draft EIS

For more information

Key Community Questions

The vision for Redmond must be decided with and by the people in our community. Key questions we are hoping to hear from the community on include:

- As we add more people and more jobs, what else needs to grow?
- What members of our community do we have to make sure we hear from?
- How best can we support small businesses?
- What places are important for social and cultural connections?
- What places (parks, housing, schools) do we need to increase access to?
- How can we keep Redmond environmentally sustainable?

The types and location of housing and jobs are also part of the community discussion. See the housing questions on page 4 and the job questions on page 5.

EQUITY & INCLUSION



SUSTAINABILITY



RESILIENCY



From suburb to city... Where should growth go?

Under state and regional plans, Redmond must plan for its share of population, housing, and job growth, and most of it should locate around HCT service in centers or key corridors. How growth will be distributed and what growth will look like is tested in three alternatives in a Draft Environmental Impact Statement (Draft EIS; see text box below).

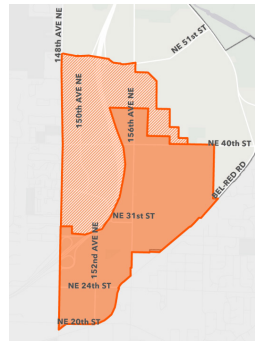
Alternative 1 No Action: Continues Redmond's current Comprehensive Plan and implementing plans and regulations. This is a required alternative under the State Environmental Policy Act (SEPA). While some growth is planned in centers, particularly Downtown, more than half of planned growth is outside of centers.

Alternative 2 Centers: Addresses a new plan horizon and growth targets and focuses growth in Overlake, Downtown, and Marymoor centers, and a Countywide Industrial Center in SE Redmond.

Alternative 3 Centers and Corridors: Addresses a new plan horizon and growth targets and focuses growth within centers and along select arterials with frequent transit service. In addition to focusing growth in Overlake and Marymoor, Alternative 3 studies additional employment at 90th & Willows Road. It evaluates more housing in SE Redmond.

The Draft Environmental Impact Statement (Draft EIS) presents three alternatives to test different growth patterns and policies. It is expected that the City will create a preferred alternative based on public input and the Draft EIS evaluation of the range of the alternatives. The preferred alternative may include features of any of the studied alternatives. The preferred alternative will be evaluated in the Final EIS. The Final EIS will also respond to comments received on the Draft EIS.

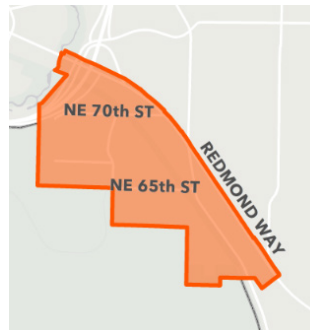
CENTERS UNDER STUDY



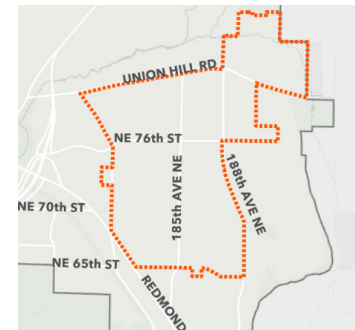
Overlake Metro Center



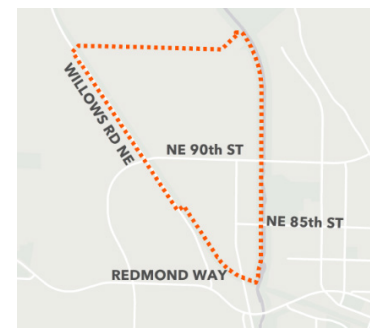
Downtown Urban Center



Marymoor Village Countywide Growth Center (proposed)



SE Redmond Countywide Industrial Center Study Area

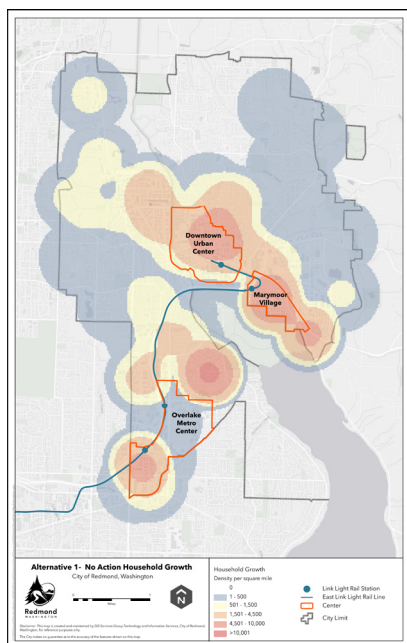


90th & Willows Local Center Study Area

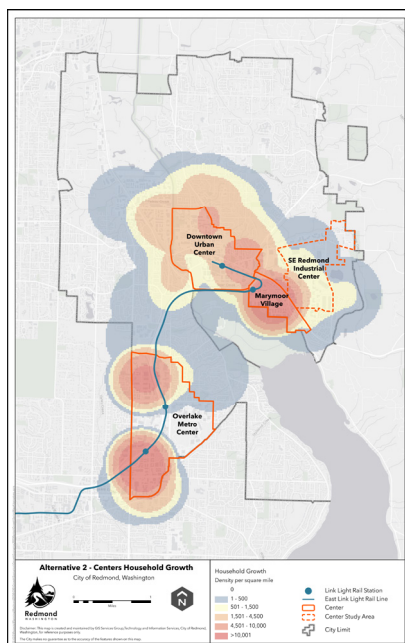
Where Are Housing Opportunities?

Each alternative provides for new housing, with Alternative 1 adding the least overall in a more dispersed pattern, and Alternatives 2 and 3 providing for more housing in HCT areas. Alternative 2 adds housing at different densities and heights including condominiums and Alternative 3 adds more missing middle housing types that could improve equity. Alternatives 2 and 3 meet housing targets.

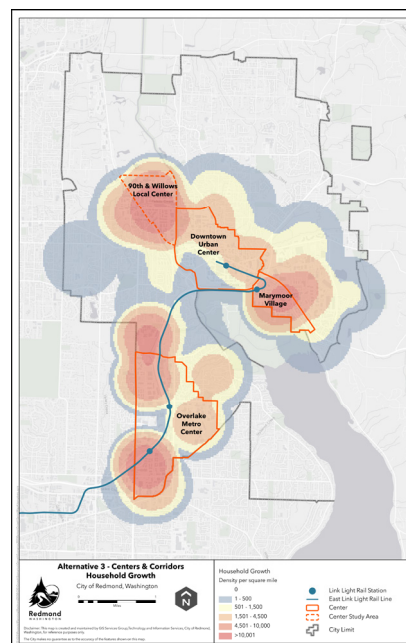
Alternative 1 No Action - Household Growth 2019-2050



Alternative 2 Centers - Household Growth 2019-2050



Alternative 3 Centers & Corridors - Household Growth 2019-2050



Housing Targets Extended to 2050: 24,800 net housing units between 2019 - 2050

New Housing Units: 19,453

X Does not meet 2050 Targets

- Missing Middle - Equity: Some
- Conducive to Ownership: Some

New Housing Units: 25,017

✓ Meets 2050 Targets

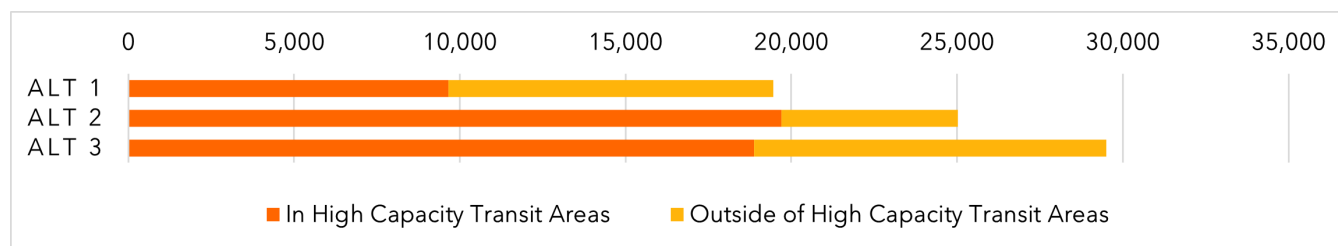
- Missing Middle - Equity: More
- Conducive to Ownership: **Most**

New Housing Units: 29,499

✓ Meets 2050 Targets

- Missing Middle - Equity: **Most**
- Conducive to Ownership: More

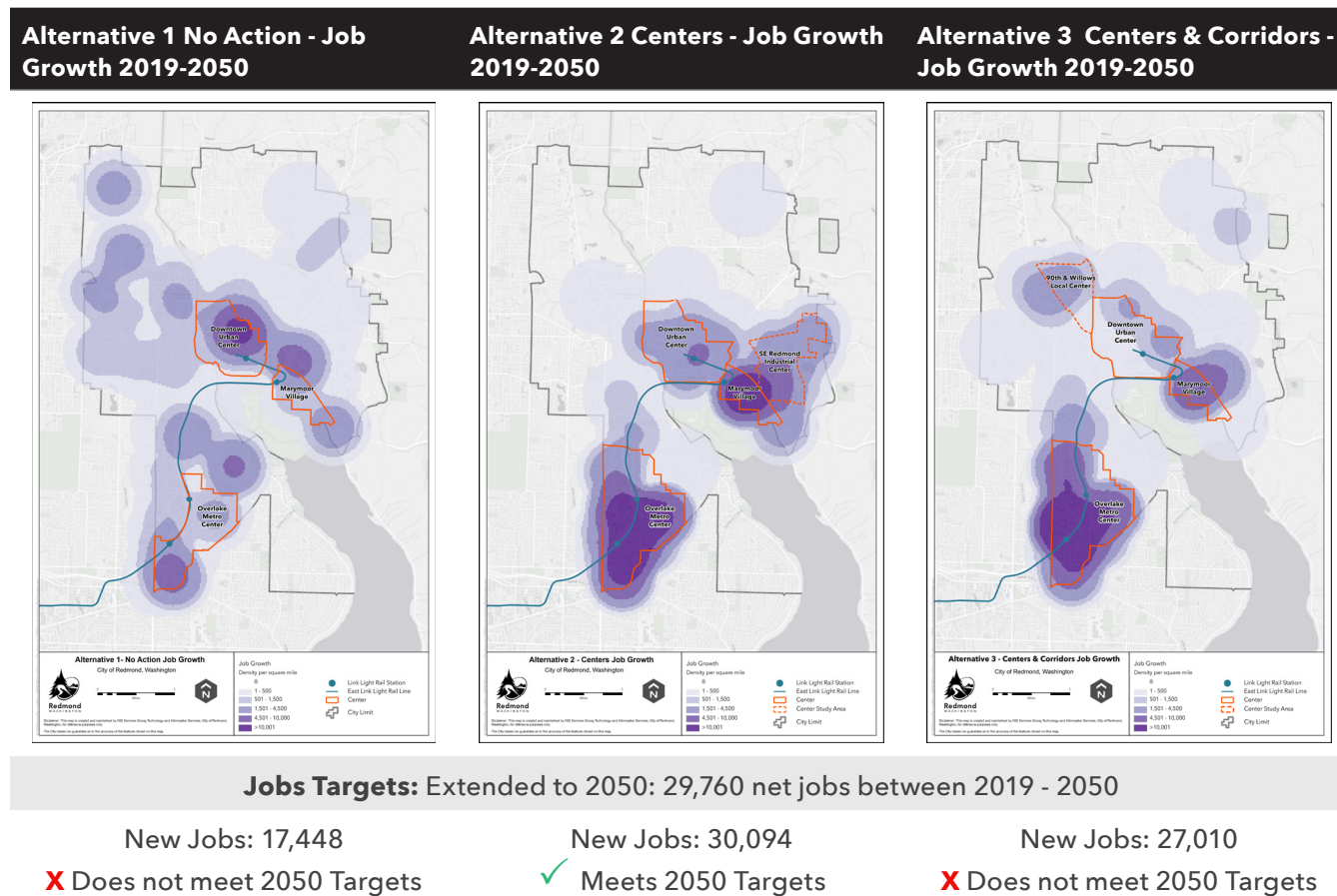
LOCATION OF HOUSING BY ALTERNATIVE



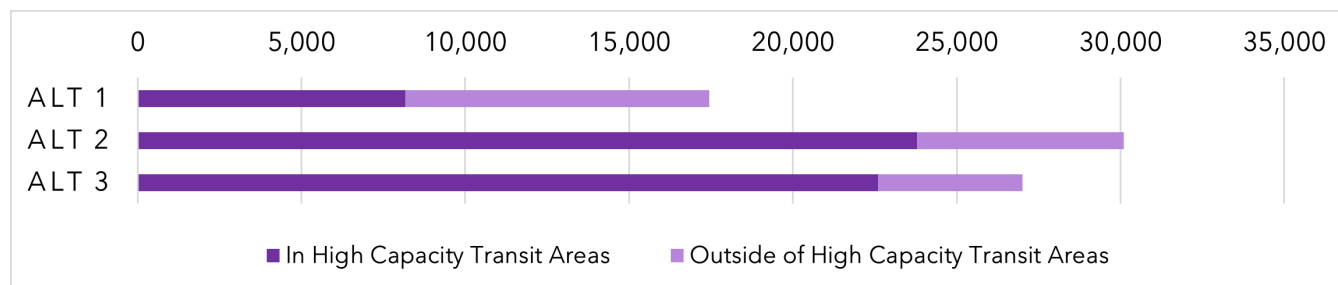
Questions: What housing types are more desirable? Do you prefer Redmond promote ownership (e.g., high rise condominiums) or offer more missing middle housing (e.g., townhouses, multiplexes)?

Where Are Business and Job Opportunities?

New jobs are planned under each alternative, with most under Alternative 2, which is the only one meeting 2050 job growth targets. There are opportunities to adjust Alternative 3 to meet targets – like adding a few taller building types or adjusting the balance of jobs and housing at 90th and Willows.



LOCATION OF JOBS BY ALTERNATIVE



Questions: What locations for jobs do you prefer? What employment building types do you prefer – fewer, high-rise buildings or more mid-rise buildings? To achieve jobs targets under Alternative 3 do you prefer the City add some high-rise buildings or change job types and live/work options at 90th and Willows?

What Will Growth Look Like?

Alternative 1 maintains current zoned heights (4-12 stories). Alternatives 2 and 3 test a greater range of building types and heights in HCT areas, especially Alternative 2.

Building Types	Stories	Alt 2	Alt 3	Examples
Townhouse	3	✓	✓	
Stacked Flats	3	✓	✓	
	4		✓	
Podium	5	✓	✓	
	6	✓	✓	
High-Rise	10	✓	✓	
	19	✓		
	30	✓		
Office Low-Rise	4	✓	✓	
Office Mid-Rise Campus	6	✓	✓	
Office High-Rise	8	✓	✓	
	19	✓		
	30	✓		

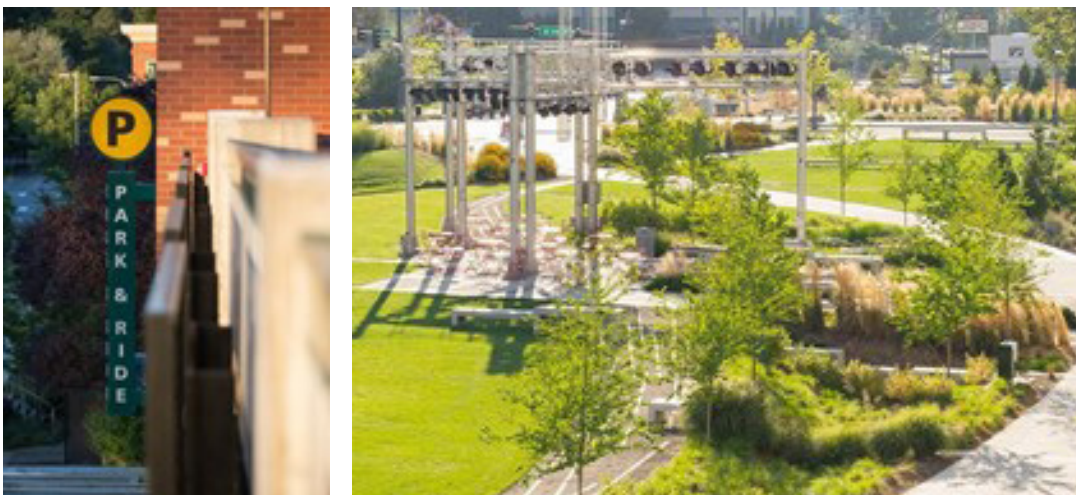
Notes: For illustration purposes only. Actual development/redevelopment will differ. Sources: IBI, 2021. Redmond, 2022.

What investments would Redmond make for a livable community?

With a growing and changing community, Redmond's investments in transportation, parks, and utilities such as stormwater can help maintain a high quality of life. As part of Redmond 2050, and to reflect a future preferred alternative in the range of the alternatives studied, the City proposes to update:

- Transportation Master Plan (TMP)
- Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan
- Utilities plans

These plans will help implement some mitigation measures identified in the Draft EIS to identify the best place to continue investing in multimodal transportation, parks, stormwater, and other facilities.

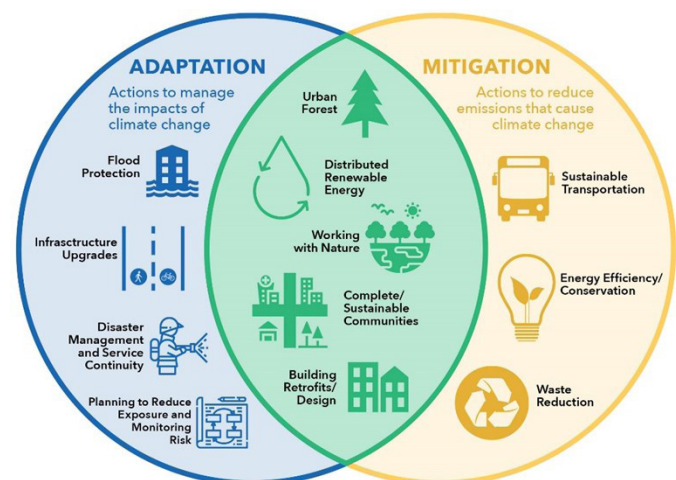


What are opportunities for environmental sustainability?

Under all alternatives, growth would increase and potentially expose residents and workers to extreme climate events not unlike other locations in East King County.

The alternatives would vary in their concentration of population growth in areas of vulnerability. Alternatives 2 and 3 include more policies and strategies to retrofit infrastructure and buildings, enhance and restore critical areas and provide green infrastructure, protect critical infrastructure, promote energy conservation, improve multilingual communication and other strategies illustrated in the diagram at right.

ADAPTATION AND MITIGATION STRATEGIES



Sources: Grey County, Ontario, 2020; New Zealand Association of Impact Assessment (NZAlA), 2020; (Zhao, 2018), BERK, 2022

How do the Alternatives compare?

Report Card

The Draft EIS compares alternatives in terms of significant impacts in a summary “report card” format. The evaluation assumes the implementation of recommended mitigation, and results are residual environmental effects. The results are qualitative and not meant to be added across topics, but rather to give a picture of each alternative relative to the other alternatives for each individual subject.

Alternatives 2 and 3 perform better relative to Alternative 1 No Action because they provide concentrated growth patterns, especially in Overlake where there are less environmental constraints and thus fewer potential impacts to earth, water resources, and plants and animals. The action alternatives would provide for more redevelopment that complies with water quality, flood, and earthquake standards. All alternatives have the potential to add incrementally to significant cumulative impacts to water resources and plants and animals. There are less incremental cumulative impacts associated with Alternatives 2 and 3 since they support greater resilience measures and update policies and codes for best available science.

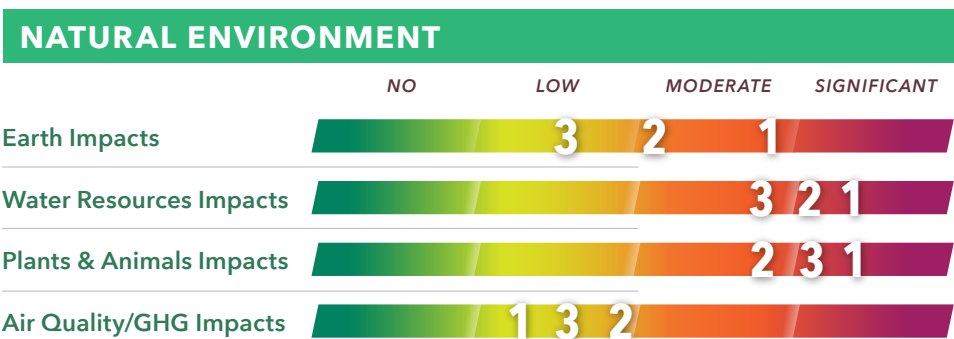
Alternatives 2 and 3 reduce per capita vehicle miles traveled (VMT), and locate growth near high capacity transit, which has the potential for less greenhouse gas (GHG) impacts in the region compared to growth locating in other less urban areas, though greater growth locally could impede the City’s local energy consumption, fossil fuel consumption, and GHG emissions targets.

Alternative 3 performs slightly better than Alternative 2 relative to earth, water resources, and air quality impacts but Alternative 2 shows lesser plants and animals impacts since Alternative 2 has the potential for less impervious area affecting habitats with more growth in Centers.

Significant Impact

A significant impact means a reasonable likelihood of more than a moderate adverse impact on environmental quality (app.leg.wa.gov/WAC/default.aspx?cite=197-11-794).

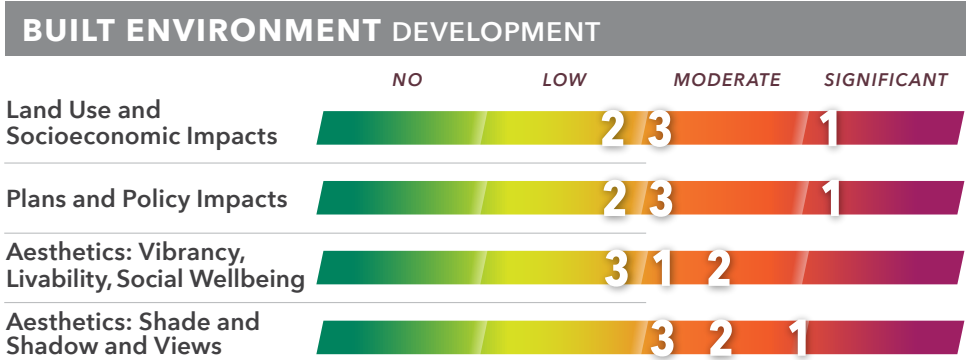
SUMMARY REPORT CARD: NATURAL ENVIRONMENT



Source: BERK, 2022.

Alternatives 2 and 3 provide more housing opportunities and amenities serving households, improve the city’s jobs-housing balance, and meet state and regional growth strategies than Alternative 1. Alternative 2 at up to 30 stories has more aesthetics effects such as shade and shadow than Alternatives 1 or 3. However, Alternatives 2 and 3 can provide for human scale design and amenities.

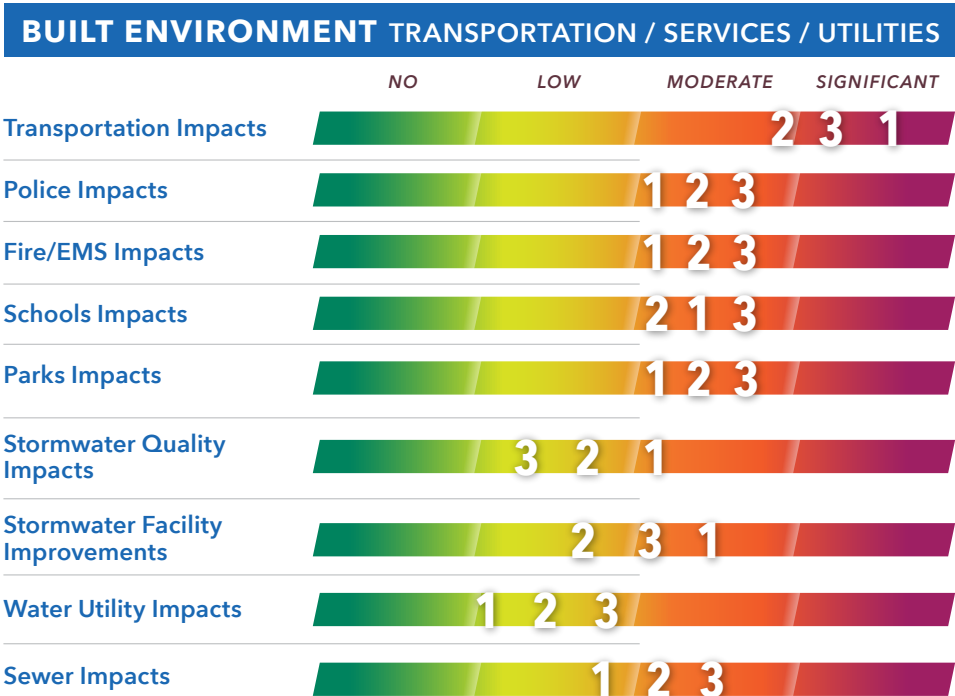
SUMMARY REPORT CARD: BUILT ENVIRONMENT: DEVELOPMENT



Source: BERK, 2022.

Alternative 1 provides for lower growth and lower demand for services except that it meets the fewest of the City’s transportation planning metrics and it has a greater potential for households with students. Alternatives 2 and 3 have greater demand for services and utilities but also have corresponding updates to capital and system plans designed to meet the locally adopted levels of services and balance of revenues/costs.

SUMMARY REPORT CARD: BUILT ENVIRONMENT: TRANSPORTATION, SERVICES, AND UTILITIES



Source: BERK, 2022.

Glossary

Draft EIS: Draft Environmental Impact Statement

EIS: Environmental Impact Statement, an informational document prepared under the State Environmental Policy Act.

Equity: The City provides all community members with equal and effective city services, resources, opportunities, and influence so that all people achieve their full potential and thrive. Equity is a purposeful and eager journey toward well-being as defined by those most negatively impacted.

Final EIS: Final Environmental Impact Statement

High-Capacity Transit (HCT): In VISION 2050, areas in proximity to the following facilities are planned for greater growth: existing or planned light rail and streetcar stations, commuter rail stations, ferry terminals, and bus rapid transit stations.

Inclusion: The City treats all people respectfully; values all people for their distinctive skills, experiences, and perspectives; engages all people to contribute to the community's success; and leverages resources and city services where needed.

Resiliency: Ensuring that the community, as a whole, is prepared for, able to adapt to, and can recover effectively from disruptive conditions.

SEPA: State Environmental Policy Act

Sustainability: Meeting the needs of current and future generations and advancing environmental conservation, economic prosperity, and a high quality of life for all.

Objectives

Objectives are principles or intended outcomes around which alternatives are evaluated and are required by SEPA. The ability of the alternatives to meet the SEPA objectives is compared below.

State and Regional Planning Requirements:

Alternatives 2 and 3 were designed to meet more recent state requirements and regional growth strategies including growth focused around high-capacity transit compared to Alternative 1. Alternative 2 is slightly more consistent by meeting housing and job growth targets at 2050 whereas Alternative 3 is slightly below 2050 job targets. Alternatives 2 and 3 concentrate growth to a greater degree in already developed centers, and update policies and codes to reflect sustainability and best available science.

Community Priorities: Alternatives 2 and 3 would advance climate adaptation and mitigation to a greater degree, promote investments in parks and invest in walkable connected neighborhoods, and provide greater consistency with equity and inclusion, sustainability, and resiliency goals.

Local Plan Usability and Implementation:

Alternatives 2 and 3 would simplify the land use map, clarify goals, and policies, and facilitate growth consistent with the plan through permit streamlining.

SEPA Objective	Alt. 1	Alt. 2	Alt. 3
STATE AND REGIONAL PLANNING REQUIREMENTS			
Address state and regional goals and requirements.			
Comply with Comprehensive Plan periodic review requirements to meet state laws including recent changes to the GMA and to align with the regional growth strategy in the PSRC VISION 2050.			
Demonstrate housing and job capacity to accommodate growth targets through 2050.			
Prioritize distributing growth to urban centers and corridors with current or planned frequent transit service.			
Update center plans to meet PSRC centers requirements and CPPs.			
Develop critical area regulation updates that respond to best available science.			
Support planned growth with capital facilities that meet community defined levels of service.			
COMMUNITY PRIORITIES: LIVABILITY, EQUITY, SUSTAINABILITY, AND RESILIENCY			
Create a livable community.			
Connect community members with multimodal transportation investments.			
Promote walkable neighborhoods that connect to destinations.			
Support economic development and small businesses for a prosperous community.			
Enhance access to parks and recreational and cultural amenities.			
Conserve and enhance Redmond's natural environment as the community grows in a sustainable way.			
Protect vulnerable communities to enhance Redmond's climate resilience.			
Facilitate sustainable growth.			
Advance equity and inclusion, sustainability, and resiliency in the Comprehensive Plan and implementing plans and codes.			
LOCAL PLAN USABILITY AND IMPLEMENTATION			
Reflect the vision in new policies and update inconsistent, outdated, duplicative, or unclear policies.			
Update and simplify future land use map categories and zoning districts and reflect any new designations such as within urban centers.			
Facilitate growth in centers such as through permit streamlining through SEPA planned actions or infill exemptions.			

Somewhat
 Moderately
 Mostly
 Optimally

Source: BERK, 2022.

How to comment on the Draft EIS

The Draft EIS is posted on the City's website at www.redmond.gov/1427/Redmond2050.

The City of Redmond is requesting comments from interested members of the public and agencies on the Draft EIS by 5:00 PM, August 1, 2022. Submittal of comments by email is preferred, at Redmond2050@Redmond.gov.

Public Comment will be accepted online as well as at in-person opportunities including:

- The Redmond 2050 LetsConnect Project site at www.letsconnectredmond.com/redmond2050
- Community events that will be scheduled in the Summer of 2022 with schedule to be posted online at www.redmond.gov/1425/Get-Involved

FOR MORE INFORMATION

Project Website: Please see the project website for additional information:
www.redmond.gov/1427/Redmond2050

Questions? Please Contact Beckye Frey at bfrey@redmond.gov or 425-556-2750.





Draft Environmental Impact Statement and Draft Growth Alternatives

.....

July 19, 2022




Agenda

- Review timeline
- Recap the Draft Growth Alternatives
- Summarize Findings

Objective:

Prepare Council to identify components of a preferred growth alternative to be evaluated in the Final EIS



An **environmental impact statement (EIS)** provides information to the community and decision-makers about the environmental effects of plans or projects on the natural and built environment.

Integrated Plan & EIS Timeline



Redmond 2050 EIS Contents

Questions Asked

- Where will growth in Redmond go?
- What do we want that growth to look like?
- What type of jobs and housing do we want included in that growth?

Topics Studied

- Climate Change, Sustainability, & Resiliency
- Natural Environment
- Air Quality / Greenhouse Gas Emissions
- Transportation
- Land Use & Socioeconomics
- Public Services & Utilities
- Aesthetics

Three Draft Growth Alternatives

Alt 1 – No Action	Alt 2 – Centers	Alt 3 – Centers and Corridors
<ul style="list-style-type: none"> Continues Redmond's current Comprehensive Plan and implementing plans and regulations. Required under SEPA. 	<ul style="list-style-type: none"> Addresses new plan horizon and growth targets; focuses growth within urban centers and station areas. Studies options for additional employment in SE Redmond and the potential for a SE Redmond Countywide Industrial Growth Center. 	<ul style="list-style-type: none"> Addresses new plan horizon and growth targets; focuses growth within urban centers, station areas, and along select arterials with frequent transit service. Studies options for additional employment along Willows Road, a Local Center at NE 90th St. & Willows Road, and a proposal for housing in SE Redmond.

Preferred Alternative Process of an Environmental Impact Statement

**Alternative 1
No Action**

**Alternative 2 –
Focus any growth in
Centers**

**Alternative 3 –
Focus growth in Centers
and along Corridors**

Alternatives represent the range of options and provide an effective method to evaluate and compare the merits of different choices

**INPUT - community
and council
preferences from
each alternative**

Preferred Alternative –

This does not need be identical to any single alternative.

Summary Performance

- ◇ ELSEWHERE
- DOWNTOWN
- OVERLAKE
- MARYMOOR VILLAGE
- 90TH & WILLOWS
- SE REDMOND

Alternative 1



50%

of HOMES in Centers



47%

of JOBS in Centers

19,500 housing units

2050 Unit Targets:
NO

Affordable Housing
LEAST

Location Options
SOME

Home Ownership
SOME

Housing Type Choices
LEAST

17,500 jobs

2050 Job Targets:
NO

Near Transit
LEAST

Displacement Risk
LEAST

Housing Growth Distribution



Jobs Growth Distribution



Alternative 2



81%

of HOMES in Centers



91%

of JOBS in Centers

25,000 housing units

2050 Unit Targets:
YES

Affordable Housing
MORE

Location Options
LEAST

Home Ownership
MOST

Housing Type Choices
SOME

30,100 jobs

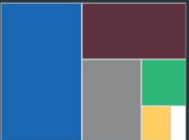
2050 Job Targets:
YES

Near Transit
YES- Light Rail

Displacement Risk
SOME

Job Development
**Overlake
SE Redmond**

Housing Growth Distribution



Jobs Growth Distribution



Alternative 3



70%

of HOMES in Centers



88%

of JOBS in Centers

29,500 housing units

2050 Unit Targets:
YES

Affordable Housing
MOST

Location Options
MOST

Home Ownership
MORE

Housing Type Choices
MOST

27,000 jobs

2050 Job Targets:
SOME

Near Transit
**YES- Light Rail
& Bus**

Displacement Risk
MOST

Job Development
Overlake

Housing Growth Distribution



Jobs Growth Distribution



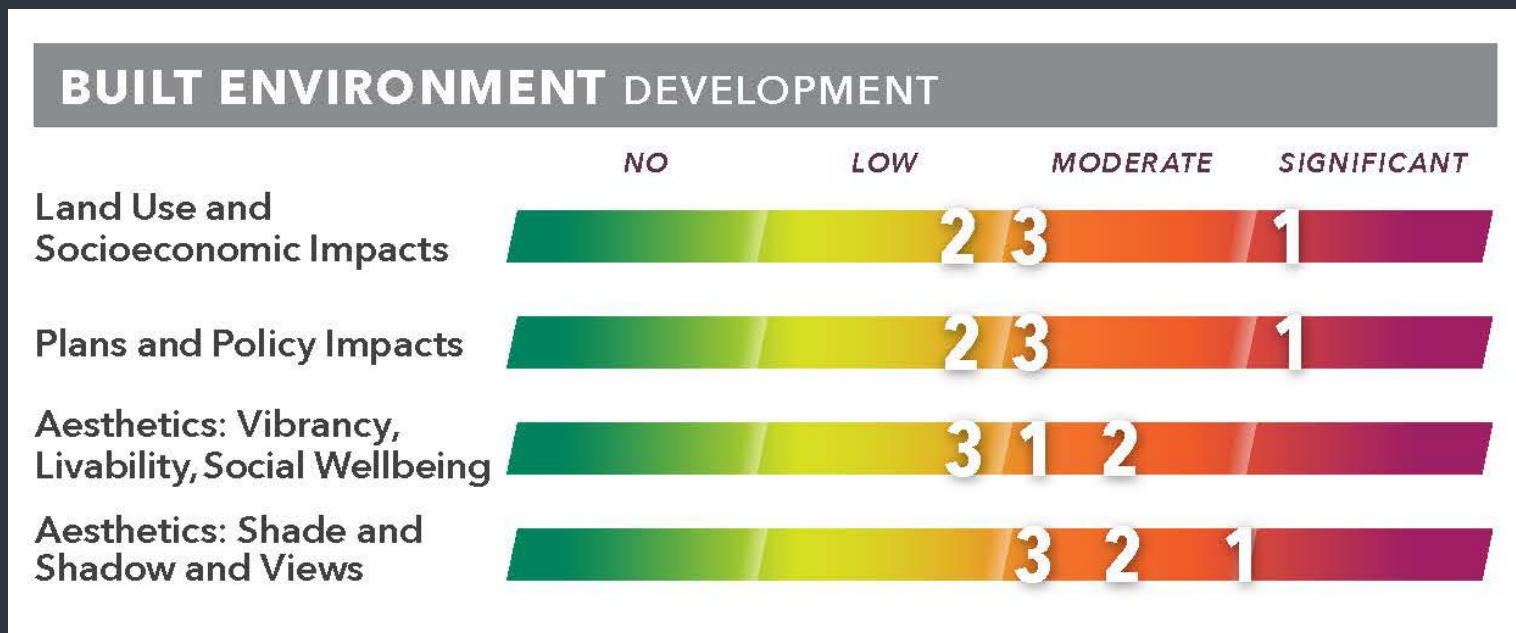
Impacts: Natural Environment

- NOTE: Each line should be evaluated separately and are not comparable on level of impacts.



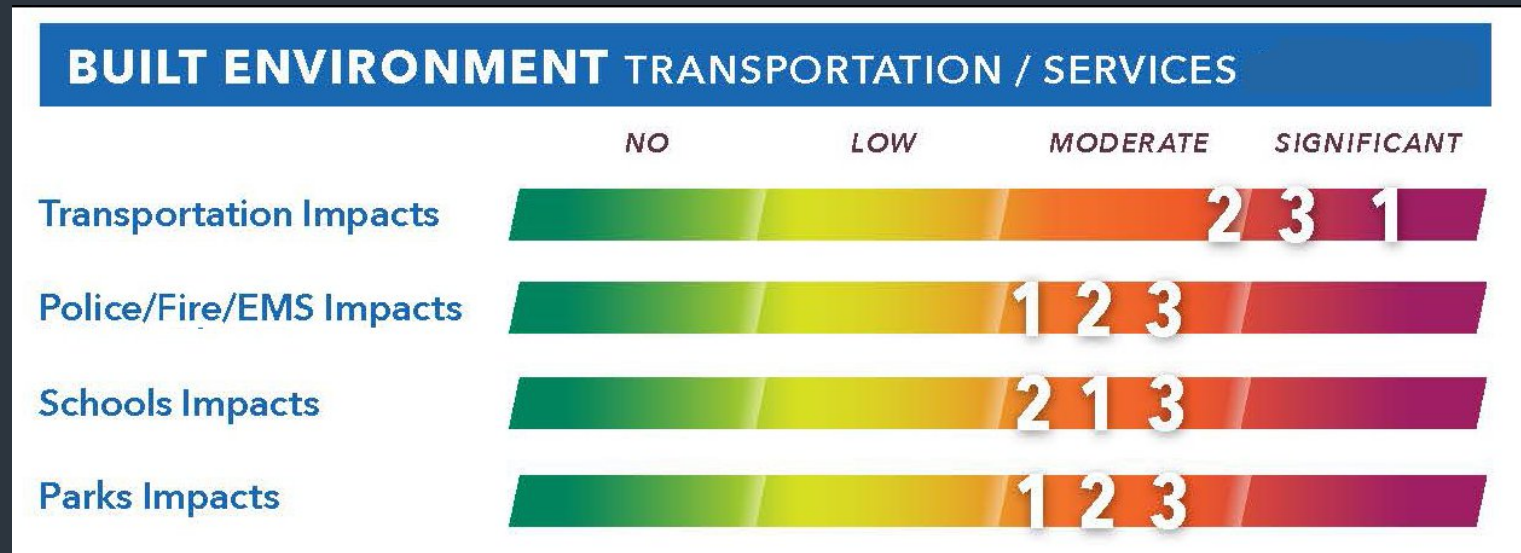
Impacts: Built Environment - Development

- NOTE: Each line should be evaluated separately and are not comparable on level of impacts.






























Impacts: Built Environment – Transportation and Services

- NOTE: Each line should be evaluated separately and are not comparable on level of impacts.



Community Priorities

Livability, Equity, Sustainability, Resiliency

SEPA Objective	Alt. 1	Alt. 2	Alt. 3
Create a livable community.			
Connect community members with multimodal transportation investments.			
Promote walkable neighborhoods that connect to destinations.			
Support economic development and small businesses for a prosperous community.			
Enhance access to parks and recreational and cultural amenities.			
Conserve and enhance Redmond's natural environment as the community grows in a sustainable way.			
Protect vulnerable communities to enhance Redmond's climate resilience.			
Facilitate sustainable growth.			
Advance equity and inclusion, sustainability, and resiliency in the Comprehensive Plan and implementing plans and codes.			

 Somewhat
  Moderately
  Mostly
  Optimally

Focus Areas for Study Sessions

- Study Areas: Willows Road & NE 90th St., SE Redmond Industrial Growth Center
- Trade-offs in housing and jobs
- Distribution of growth in centers
- Other



Thank You

.....





Memorandum

Date: 7/19/2022
Meeting of: City Council

File No. AM No. 22-112
Type: New Business

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	N/A	N/A
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TITLE:

Adoption of an Ordinance Creating a new Chapter 9.54 of the Redmond Municipal Code to Adopt Tenant Protections

1. Ordinance No. 3091: An Ordinance of the City of Redmond, Washington, Creating a New Chapter 9.54 of the Redmond Municipal Code to Adopt Tenant Protections Increasing Notice for Rent Increases, Capping Late Fees, Capping Move-In Fees and Deposits, and Authorizing Tenant Payment Plans; Providing for Severability; and Establishing an Effective Date

OVERVIEW STATEMENT:

In April 2022, A Regional Coalition for Housing (ARCH) requested the Mayors and Councils of ARCH member jurisdictions to consider a set of tenant protections to address the economic impacts of rent increases that are anticipated in our region. The ARCH request letter and Executive Board resolution are included with this memorandum as Attachment A.

The federal Department of Housing and Urban Development (HUD) recently released new area median income (AMI) tables that will increase the basis by which rents are calculated for affordable housing programs in the region. Based on preliminary data, ARCH expects that the newest adjustments in the HUD AMI could create rent increases for low-income tenants of up to 16 percent.

The City continues to pursue longer-term strategies to address the shortage of affordable housing consistent with the recommendations contained within the Housing Action Plan (HAP). However, there were also short-term actions in the HAP that included advocacy for state-level eviction reforms; and, Council also identified “increase(d) tenant protections and resources for renters” as a high priority outcome in its [2022 Retreat Priorities](#)

<https://redmond.legistar.com/View.ashx?M=F&ID=10648904&GUID=C2AF15FC-1FE1-49BE-8FC4-E163EAD78B42>.

In response to Council direction received at the June 21 Public Safety and Human Services Committee of the Whole (PS&HS COTW) meeting, staff introduced a tenant protection ordinance during the July 5 Business Meeting that mirrored elements of a King County tenant protection ordinance that was adopted in 2021. The rationale for aligning the Redmond ordinance with the King County ordinance was to create consistency between the two jurisdictions with the greatest supply of income restricted housing in the ARCH member jurisdictions. Like the ARCH proposal, the ordinance introduced to Council aimed to address the impacts of anticipated rent increases and respond to feedback received from Council and stakeholders at the June 21 PS&HS COTW and the Business Meeting. Major elements of the original ordinance would have:

1. Required landlords in most cases to provide a minimum of 120 days written notice of rent increases greater than 3 percent (3%);
2. Established a cap on fees for late rental payments of 1.5 percent (1.5%) of a tenant's monthly rent;
3. Established a cap in most cases on move-in fees and security deposits of no more than one month's rent and allow tenants to pay in installments; and
4. Provided a sunset clause to ensure that any readoption of the ordinance was done after verifying that the provisions were achieving desired outcomes and not creating unintended consequences.

Council discussed the ordinance that was introduced on July 5 during the regular Business Meeting. Packet materials from the July 5 Business Meeting are available at [View.ashx \(legistar.com\) <https://redmond.legistar.com/View.ashx?M=PA&ID=966220&GUID=C140A1EF-BAAC-4D21-9E60-6625F054CF55>](https://redmond.legistar.com/View.ashx?M=PA&ID=966220&GUID=C140A1EF-BAAC-4D21-9E60-6625F054CF55) starting on Page 149. A range of alternatives were offered by individual councilmembers, and the City Council referred the item to the Finance, Administration, and Communications Committee of the Whole (FAC COTW) meeting on July 12 to determine the appropriate content for a final ordinance.

For ease of review of the alternatives offered to the original ordinance, and to support development of a final ordinance during the FAC COTW, a matrix was developed to show the language that was originally proposed and alternative language offered by individual councilmembers. Packet materials from the July 12 FAC COTW meeting are available at [View.ashx \(legistar.com\) <https://redmond.legistar.com/View.ashx?M=PA&ID=966225&GUID=947C6E3D-CE55-4548-9DD7-17CACC7AA54>](https://redmond.legistar.com/View.ashx?M=PA&ID=966225&GUID=947C6E3D-CE55-4548-9DD7-17CACC7AA54) starting on Page 9.

The ordinance prepared for Council consideration and final action on July 19 is provided in Attachment B and reflects the feedback received on July 12 during the FAC COTW meeting.

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

REQUESTED ACTION:

- ☐ Receive Information ☐ Provide Direction ☒ Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Tenant protections are a 2022 Council Retreat priority action item.
- **Required:**
Chapter 59.18 RCW Residential Landlord-Tenant Act provides the minimum rights and responsibilities for residential landlords and tenants. Some jurisdictions such as Seattle and Tacoma have adopted additional protections for tenants above and beyond those required under state law.
King County Countywide Planning Policy H-22: Adopt and implement policies that protect housing stability for renter households; expand protections and supports for low-income renters and renters with disabilities. Ratified April 6, 2022, required to be incorporated into the Comprehensive Plan Housing Elements by December 2024.
- **Council Request:**
2022 Council Retreat Priorities were discussed at the Special Council Meeting held on March 15, 2022. Council requests to consider the ARCH recommended model ordinance were received following receipt of the ARCH Letter dated April 20, 2022. The City Council considered the topic of tenant protections during three meetings held during June and July and provided feedback to staff on their desired content for a final ordinance during the July 12 PS&HS COTW meeting.

- **Other Key Facts:**

Proposed tenant protections are generally supported by tenants and opposed by landlords. Amendments to the Redmond Municipal Code do not require a public hearing. As a result, any action on an ordinance should be scheduled to follow a regular business meeting where comments on the ordinance can be presented during Items from the Audience.

OUTCOMES:

Based on the updated HUD tables that were released in April, ARCH will be preparing new rent limits for the affordable units that they monitor in member jurisdictions. Once property owners are informed of the new rent limits, they are allowed under their affordable housing covenants to impose rent increases up to the new limits. Under state law, a landlord is required to provide 60 days written notice before such an increase can be imposed.

The ordinance offered in Attachment B for Council consideration would increase the required notification period to 120 days for rent increases greater than three percent and to 180 days for rent increases greater than 10 percent. This notice period would give tenants additional time to find new housing or take on a roommate if they are not able to bear the cost of the increased rent.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

New rent limits were released by ARCH following the Executive Board meeting on July 14. Landlords will likely seek to increase rents up to the new limits soon after they go into effect.

- **Outreach Methods and Results:**

Provisions contained in the ordinance in Attachment B reflect the three tenant protections that ARCH was seeking to have adopted across member jurisdictions. Redmond will continue the conversation regarding housing stability as part of Redmond 2050, track the effects of any tenant protections that are adopted, and continue to solicit feedback from stakeholders including OneRedmond Government Affairs, the Rental Housing Association of Washington, developers of affordable housing projects, and renters.

- **Feedback Summary:**

Strong opposition has been expressed by developers of housing to the tenant protections. A summary of the comments is provided below.

1. A patchwork of local tenant protections creates confusion for landlords.
2. Housing providers face consequences for failing to pay their costs on time (mortgages, property taxes, insurance, etc.), and they are not given notice 3-6 months in advance of the costs being increased.
3. The model ordinance is overly broad because it applies to all renters, not just those living in MFTE or rent-restricted units.
4. Tenant protections can be viewed as increasing loan risk and can cause unintended consequences that stall housing development (e.g., lender disinterest in markets where tenant protections have been adopted or increased interest rates).
5. The proposed tenant protections have no sunset clause and, without assurances to the contrary, are viewed as a precursor to rent control.

Letters received in response to introduction of the ARCH model ordinance are included in the [June 21 Committee of the Whole <https://redmond.legistar.com/View.ashx?M=A&ID=956218&GUID=FAA80903-937C-48DC-8552-9954CD5A1563>](https://redmond.legistar.com/View.ashx?M=A&ID=956218&GUID=FAA80903-937C-48DC-8552-9954CD5A1563) packet materials regarding this topic.

BUDGET IMPACT:

Total Cost:

Staffing to support this work is being provided by the Department of Planning and Community Development. Work on tenant protections was not included in the 2021 work program, and the compressed timeline is impacting staff availability to complete programed work.

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

Budget Offer Number:

000250 - Community/Economic Development

Budget Priority:

N/A

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
June 21, 2022	Committee of the Whole - Public Safety and Human Services	Provide Direction
July 5, 2022	Business Meeting	Provide Direction
July 12, 2022	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	Nothing scheduled at this time	N/A

Time Constraints:

New rent limits were released by ARCH following July Executive Board meeting on July 14. Landlords will likely seek to

increase rents up to the new limits soon after they go into effect.

ANTICIPATED RESULT IF NOT APPROVED:

Anticipated steep rent increases are expected to cause some Redmond renters to move because the increase will result in a cost-burden they are unable to bear. These tenants will be given a 60-day written notice of the proposed rent increase as required by state law. Tenants who can otherwise afford the monthly rent may not be able to enter the Redmond rental market if move-in fees are not capped or allowed to be paid in installments. Tenants on fixed incomes who are not given flexibility on when rent is due and payable are disproportionately burdened by late fees that become a routine portion of their monthly rent.

ATTACHMENTS:

Attachment A: ARCH Letter and Executive Board Resolution

Attachment B: Final Ordinance with City Council Amendments

April 20, 2022

ARCH Member Councils

Dear ARCH Member Mayors and City Councils,

We are writing to update you on the critical issue of rising rents that are significantly affecting affordability in our ARCH communities and share a set of recommended tenant protection policies from the ARCH Executive Board that we hope you will consider. Our goal in sharing these recommendations is to elevate the impacts of rent increases being experienced by renters in our region and encourage ARCH members to move quickly to consider a consistent set of protections focused on the economic impacts of rent increases.

As you know, the influx of high paying jobs into our region has created far reaching ripple effects in the housing market. One of these effects is to increase the basis by which rents are calculated for most affordable housing programs administered in our region, known as the HUD area median income (AMI). Based on preliminary data, ARCH expects that the newest increase in the HUD AMI will create **rent increases for low-income tenants upwards of 16% this year**. This follows a 6.5% increase that many tenants experienced after the state moratorium on rent increases was lifted last year. For a renter in a 2BR apartment, this could be the equivalent of a \$330 monthly rent increase.

Based on HUD data that was just published on April 19, ARCH is now required to prepare new rent limits and inform property owners, who are then allowed under the covenants to impose rent increases up to the new limits. Under current state law, a tenant would only have 60 days' notice before such an increase would take effect. This will have significant and immediate impacts on tenants, who you may hear from in the coming months.

These rent increases could not come at a worse time, with pressures from inflation compounding the impact of high housing costs, and King County's rental assistance fund soon to be exhausted. These increases will directly impact renters in the 1,843 affordable rental apartments currently monitored by ARCH, which are located in Bellevue, Issaquah, Kenmore, Kirkland, Mercer Island, Newcastle, Redmond, Sammamish and unincorporated King County. Further, the impacts of rent increases are not unique to affordable housing tenants, with rents surging 15% in the last year in East King County, and 13% in the broader Puget Sound.

ARCH MEMBERS

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

While we are pursuing longer-term strategies to address the shortage of affordable housing, we also know that other safety nets can make a critical difference to households faced with large rent increases. In light of these circumstances, the **ARCH Executive Board approved the attached Resolution 2022-01, which includes a set of recommended policies aimed at mitigating the impacts of rent increases and encouraging consistency in local regulations in our region.** The primary recommendations are:


- a. Require landlords in most cases to provide a minimum of 120 days' written notice of rent increases greater than 3%, and 180 days' notice of rent increases greater than 10%.
- b. Establish a cap on fees for late rental payments of at 1.5% of a tenant's monthly rent.
- c. Establish a cap in most cases on move-in fees and security deposits of no more than one month's rent and allow tenants to pay in installments.

While city councils may wish to take more time to consider a much broader set of tenant protection measures, ARCH encourages your timely consideration of the three policies identified in the resolution.

We appreciate your ongoing commitment to promoting and preserving housing affordability and stability in our region. ARCH staff are ready to provide support and technical assistance to jurisdictions taking up these measures, including sharing information from other jurisdictions who have already enacted similar measures, or preparing sample ordinances for review. Please don't hesitate to contact us with any questions.

Sincerely,


Kurt Triplett
Executive Board Chair


Lindsay Masters
Executive Director

RESOLUTION NO. 2022-01

A RESOLUTION OF THE EXECUTIVE BOARD OF A REGIONAL COALITION FOR HOUSING (ARCH), MAKING RECOMMENDATIONS CONCERNING LOCAL TENANT PROTECTION POLICIES AND LAWS FOR CONSIDERATION BY ARCH MEMBER JURISDICTIONS.

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

WHEREAS, the ARCH Interlocal Agreement (ILA) establishes a common purpose among ARCH members of acting cooperatively to formulate affordable housing goals and policies; and

WHEREAS, the ARCH ILA establishes an Executive Board with responsibility for providing recommendations to ARCH member jurisdictions regarding local and regional affordable housing policies; and

WHEREAS, recent Census data estimated that 25,870 renter households in ARCH member jurisdictions are cost-burdened, paying more than 30% of income toward housing costs, and 12,550 renter households are severely cost-burdened, paying more than 50% of income toward housing costs; and

WHEREAS, local rental assistance programs are finite and have exhausted or nearly exhausted available resources for renters, and such programs are often limited to tenants who have received eviction notices; and

WHEREAS, residents of affordable rental housing created by ARCH member jurisdictions' policies and programs are subject to annual rent increases, based on changes in the area median income (AMI) as published by the Department of Housing and Urban Development (HUD); and

WHEREAS, such residents will be subject to significant expected rent increases in 2022, which are anticipated to create significant cost burdens, economic displacement and other negative impacts;

NOW, THEREFORE, the ARCH Executive Board resolves as follows:

Section 1. Findings

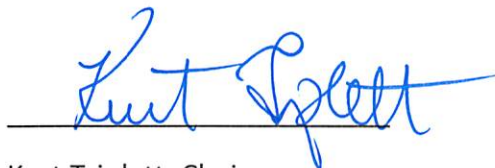
The Executive Board finds that preserving and promoting housing affordability and stability for existing residents living within ARCH member jurisdictions is an immediate and high priority. Further, the Executive Board finds that it is in the shared interests of ARCH member jurisdictions to advance common policies promoting and preserving housing affordability and stability, including policies establishing certain legal protections for tenants, and that such policies are urgently needed to help to mitigate the impact of significant rent increases expected this year and in coming years.

Section 2. Recommendations

The Executive Board recommends that ARCH member jurisdictions consider adopting consistent local measures that at a minimum establish the following tenant protections:

- a. Notice of Rent Increase. Require landlords to provide a minimum of 120 days' written notice of rent increases greater than 3%, and 180 days' notice of rent increases greater than 10%, except in subsidized housing where rent is set based on the income of the tenant.
- b. Limits on Late Fees. Establish a cap on fees for late payment of rent at 1.5% of a tenant's monthly rent.
- c. Limits on Move-In Fees. Establish a cap on move-in fees and security deposits of no more than one month's rent except in subsidized tenancies where rent is set based on the income of the tenant, and allow tenants to pay in installments.

Approved this 14th day of April, 2022.



Kurt Triplett, Chair

CITY OF REDMOND

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, CREATING A NEW CHAPTER 9.54 OF THE REDMOND MUNICIPAL CODE TO ADOPT TENANT PROTECTIONS INCREASING NOTICE FOR RENT INCREASES, CAPPING LATE FEES, CAPPING MOVE-IN FEES AND DEPOSITS, AND AUTHORIZING TENANT PAYMENT PLANS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, over the past several years rents in East King County have increased, and vacancies for affordable rental housing are at low levels, making it difficult for tenants, especially those with low incomes, to locate affordable rental housing; and

WHEREAS, the King County Regional Affordable Housing Task Force issued its *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) ("*Affordable Housing Task Force Final Report*"), which identifies that renting rather than owning a home increases the chances of being severely cost burdened,¹ and recognizes an existing affordable housing crisis in King County;² and

WHEREAS, renters occupy approximately 50 percent of the housing units located in Redmond and almost 14 percent of those renters are cost burdened or severely cost burdened;

WHEREAS, the *Affordable Housing Task Force Final Report* includes a regional plan with goals, strategies and a five-year action plan to address the affordable housing crisis, and Goal 4 of the action plan is to "[p]reserve access to affordable homes for renters by supporting tenant protections to increase housing stability and reduce risk of homelessness";³ and

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

WHEREAS, the ARCH Interlocal Agreement (ILA) establishes a common purpose among ARCH members of acting cooperatively to formulate affordable housing goals and policies; and

WHEREAS, recent Census data estimated that 25,870 renter households in ARCH member jurisdictions are cost-burdened, paying more than 30 percent of income toward housing costs, and 12,550 renter households are severely cost-burdened, paying more than 50 percent of income toward housing costs; and

WHEREAS, local rental assistance programs are finite and have exhausted or nearly exhausted available resources for renters, and such programs are often limited to tenants who have received eviction notices; and

¹ King County Regional Affordable Housing Task Force, *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) at 15.

² *Id.* at 7.

³ *Id.* at 8.

WHEREAS, residents of affordable rental housing created by ARCH member jurisdictions' policies and programs are subject to annual rent increases, based on changes in the area median income (AMI) as published by the Department of Housing and Urban Development (HUD); and

WHEREAS, residents of naturally occurring affordable housing that exists in Redmond are not protected by ARCH restrictive covenants governing annual rent increases and cost burden analysis; and

WHEREAS, the residents of ARCH monitored housing and naturally occurring affordable housing in Redmond will be subject to significant expected rent increases in 2022, which are anticipated to exacerbate cost burdens, and create economic displacement and other negative impacts; and

WHEREAS, the ARCH ILA establishes an Executive Board with responsibility for providing recommendations to ARCH member jurisdictions regarding local and regional affordable housing policies; and

WHEREAS, at its April 14, 2022, meeting, the ARCH Executive Board adopted Resolution 2022-01 providing for recommendations to ARCH members to adopt the following tenant protections: 1) increased notice of rent increases; 2) cap on late fees; and 3) cap on move in fees and deposits, and an allowance to pay in installments; and

WHEREAS, the City Council desires to create a new Chapter 9.54 of the Redmond Municipal Code to adopt the recommended tenant protections, and finds that such adoption is in the best interests of the residents of Redmond and will promote the public health, safety and welfare of the City; and

WHEREAS, this Ordinance is adopted pursuant to the City's police powers and regulatory authority derived from Wash. Const. art. XI, Section 11;

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

Section 1. Findings. The City Council adopts the recitals set forth above as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.

Section 2. New Chapter 9.54 of Redmond Municipal Code. The City Council hereby creates Chapter 9.54 of the Redmond Municipal Code as set forth below.

Chapter 9.54 TENANT PROTECTIONS

Sections:

9.54.010 Definitions.

9.54.020 Applicability.

9.54.030 Notice of Rent Increase.

9.54.040 Move in fees and security deposits – limits – exceptions – payments by tenants.

9.54.050 Late fees – limits.

9.54.060 Late fees - specification of dates - notice - accommodation request not excuse for refusal to enter rental agreement.

9.54.070 Provisions in violation of restrictions null and void; exemption.

9.54.080 Rental agreement that waives tenant's remedies prohibited – Exception.

9.54.090 Violation of chapter by landlord – liability.

9.54.010 Definitions.

The definitions of this section apply throughout this chapter unless the context clearly requires otherwise. The definitions of RCW 59.18.030 under the Residential Landlord-Tenant Act (RLTA) also apply to this chapter unless otherwise defined in this section.

A. "Dwelling" or "dwelling unit" has the same meaning as RCW 59.18.030(10), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined "dwelling unit" to mean a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.

B. "Landlord" has the same meaning as RCW [59.18.030](#)(16), as may be amended, and excluding the living arrangements identified in RCW [59.18.040](#). At the time of passage of the ordinance codified in this chapter, the RLTA defined landlord as the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and included any person designated as representative of the landlord, including, but not limited to, an agent, a resident manager, or a designated property manager.

C. "Rental agreement" or "lease" has the same meaning as RCW [59.18.030](#)(30), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined "rental agreement" as all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

D. "Subsidized housing" has the same meaning as RCW 59.18.030(33), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined "subsidized housing" as rental housing for very low-income or low-income households that is a dwelling unit operated directly by a public housing authority or its affiliate, or that is insured, financed, or assisted in whole or in part through one of the following sources: (a) A federal program or state housing program administered by the department of commerce or the Washington state

housing finance commission; (b) A federal housing program administered by a city or county government; (c) An affordable housing levy authorized under RCW [84.52.105](#); or (d) The surcharges authorized in RCW [36.22.178](#) and [36.22.179](#) and any of the surcharges authorized in chapter [43.185C](#) RCW.

E. “Tenant” has the same meaning as RCW 59.18.030(34), as may be amended, and excluding the living arrangements identified in RCW [59.18.040](#), and RCW 59.20.030(24), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined “tenant” as any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement, and RCW 59.20.030 defined “tenant” as any person, except a transient, who rents a mobile home lot.

9.54.020 Applicability.

Sections 9.54.030 through 9.54.090 apply to tenancies governed by Chapter 59.18 RCW (RLTA) and Chapter 59.20 RCW (Manufactured/Mobile Home Landlord-Tenant Act) and are in addition to the provisions provided in said chapters.

9.54.030 Notice of rent increase.

A. Any *rental agreement* or renewal of a *rental agreement* shall state the dollar amount of the rent or rent increase and include, or shall be deemed to include, a provision requiring not less than:

1. one hundred twenty (120) days' written notice for rent increases greater than three percent (3%); or
2. one hundred eighty (180) days' written notice for rent increases greater than ten percent (10%).

B. If the *rental agreement* governs *subsidized housing* where the amount of rent is based on the income of the *tenant* or circumstances specific to the subsidized household, the *landlord* shall provide a minimum of thirty (30) days' prior written notice of an increase in the amount of rent to each affected *tenant*.

9.54.040 Move in fees and security deposits – limits – exceptions – payments by tenants.

A. All move in fees and security deposits charged by a *landlord* before a *tenant* takes possession of a *dwelling unit* shall not exceed one month's rent, except in *subsidized housing* where the amount of rent is set based on the income of the tenant. The exception for *subsidized housing* shall not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the housing choice voucher program.

B. *Tenants* entering *rental agreements* with terms lasting six or more months may choose to pay their move-in fees and security deposits in six equal monthly installments over the first six months occupying the *dwelling unit*.

C. *Tenants* entering *rental agreements* with terms lasting fewer than six months or month-to-month *rental agreements*, may choose to pay move in fees and security deposits in two equal monthly installments over the first two months occupying the *dwelling unit*.

9.54.050 Late fees - limits.

Late fees and penalties due to nonpayment of rent charged to a *tenant* shall not exceed one and one-half percent (1.5%) of the *tenant's* monthly rent.

9.54.060 Late fees - specification of dates - notice - accommodation request not excuse for refusal to enter rental agreement. Rental agreements shall include a provision stating that when late fees may be assessed after rent becomes due, the tenant may propose that the due date be altered to a different date of the month. Additionally, the provision shall specify that, according to RCW 59.18.170(3), a landlord shall agree to such a proposal if it is submitted in writing and the tenant can demonstrate that his or her primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due in the rental agreement. A landlord shall not refuse to enter into a rental agreement with a prospective tenant because the prospective tenant requests such accommodations.

9.54.070 Provisions in violation of restrictions null and void - Exemption.

A. Any provisions in violation of 9.54.030 through 9.54.060 in a *rental agreement* are null and void and of no lawful force and effect.

B. Nothing in this chapter shall be interpreted or applied so as to create any conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this chapter.

9.54.080 Rental agreement that waives tenant's remedies prohibited – Exception.

A. No *rental agreement*, whether oral or written, may provide that the *tenant* waives or foregoes rights or remedies under this chapter, except as provided by subsection B of this section.

B. A *landlord* and *tenant* may agree, in writing, to waive specific requirements of this chapter if all of the following conditions have been met:

1. The agreement to waive specific provisions is in writing and identifies the specific provisions to be waived; and
2. The agreement may not appear in a standard form written *lease* or *rental agreement*; and
3. There is no substantial inequality in the bargaining position of the two parties; and

4. The attorney for the *tenant* has approved in writing the agreement as complying with subsections B.1, B.2, and B.3 of this section.

9.54.090 Violation of chapter by landlord - liability.

A *landlord* found in violation of any of the provisions in this chapter, unless otherwise provided in this chapter, shall be liable to such a *tenant* in a private right of action for the greater of double the *tenant's* economic and noneconomic damages or three times the monthly rent of the *dwelling unit* at issue, and reasonable litigation costs and attorneys' fees.

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 of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Redmond City Council this __ __ day of _____, 2022.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

_____(SEAL)
CHERYL D. XANTHOS, CMC, CITY CLERK

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.

YES:



Memorandum

Date: 7/19/2022
Meeting of: City Council

File No. AM No. 22-113
Type: New Business

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

Police	Darrell Lowe, Police Chief	425-556-2529
Fire	Adrian Sheppard, Fire Chief	425-556-2201
Finance	Chip Corder, Finance Director	425-556-2189
Executive	Malisa Files, Chief Operating Officer	425-556-2166

TITLE:

Adoption of a Resolution for the Comprehensive Public Safety Ballot Measure

1. Resolution No. 1560: A Resolution of the City Council of the City Of Redmond, Washington, Providing for the Submission to the Qualified Electors of the City at the November 8, 2022 Election of a Proposition Authorizing an Increase in the Regular Property Tax Levy in Excess of the Increase Otherwise Allowed Under Chapter 84.55 RCW for Public Safety Purposes; Providing for an Increase of \$0.366 Per \$1,000 of Assessed Valuation for a Total Levy Rate of \$1.36 Per \$1,000 of Assessed Valuation to be Collected in 2023; Providing for Increases in the Annual Levy Amount to be Collected in Each of the Five Succeeding Calendar Years (2024-2028) Equal to Five Percent (5%); Providing that the Dollar Amount of the 2028 Levy be Used to Compute the Maximum Levy Amount that May be Imposed and Collected in Years After 2028; Requesting that the Director of King County Elections Place the Proposition on the November 8, 2022 Election, and Fixing the Time when the Same Shall Become Effective

OVERVIEW STATEMENT:

The purpose of the Comprehensive Public Safety Funding Plan is to continue to build a comprehensive public safety system and enhance Redmond's public safety programs while responding to the impacts of growth on the City's public safety services. Council approval of the resolution (see Attachment A) will allow the City to put forward, for voter approval, the proposed public safety programs at the general election on November 8, 2022.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Strategic Plan, Fire and Police Functional Plans and the Comprehensive Plan.
- **Required:**
The Revised Code of Washington (RCW) 84.55 outlines the steps that need to be taken in order to propose a property tax levy in excess of property tax limitations
- **Council Request:**
N/A
- **Other Key Facts:**
The need for a future investment in the public safety services funded by the 2007 was discussed during the 2021-2022 budget deliberations as expenditures continue to outpace revenues. In addition, the Public Safety Initiative in the Community Strategic Plan calls for increased support for mobile integrated health and mental health professionals to augment traditional police and fire services and to build out a comprehensive public safety system that will meet future City needs.

OUTCOMES:

If approved, the Public Safety Funding Plan will support traditional and innovative safety approaches, including:

- Hiring additional personnel to increase mental and behavioral health services, crisis response and resources to support special need community members.
- Enhancing mobile health services through the Fire Department.
- Expanding fire personnel to increase fire suppression capabilities within Redmond.
- Adding police personnel to support rapid response to a growing and changing community.
- Reinvesting in the fire and police personnel supported by the 2007 property tax levy lid lift.

The ballot measure proposes to raise property taxes by \$0.366 per \$1,000 of assessed valuation to a total amount of \$1.36 per \$1,000 of assessed valuation plus an annual increase of 5% in the five succeeding years (2024-2028).

The City must prepare a ballot question (included in the Resolution in Attachment A) and an explanatory statement (Attachment B) to be placed in the King County voter's pamphlet. Additionally, Redmond has recruited community members to serve on the Pro and Con Committees for the measure. The press release for committee recruitment went out on June 1, 2022 with a deadline of June 17, 2022. Currently, there are community members signed up for both committees. These committees will prepare statements either for or against the measure and rebuttals that will be placed in the voter's pamphlet.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Public Safety Sounding Board - January through May 2022
Public Safety Survey - February 2022
Community meeting - April 4, 2022
Let'sConnect Questionnaire - March through April 2022
Meetings with community groups and boards and commissions - April - July 2022
- **Outreach Methods and Results:**
The results of the outreach methods were discussed at the Study Session on May 10, 2022. The presentations

from the City's Public Safety Sounding Board can be found online (<https://www.letsconnectredmond.com/Safety>). Also, included as attachments are the top line results for the Public Safety Community Survey and the Let'sConnect questionnaire.

Should Council move forward toward a ballot measure, staff will provide talking points that Councilmembers can use to speak to constituents.

• **Feedback Summary:**

Priorities we have heard from the community include:

- Invest in public safety to keep pace with the growth in Redmond
- Invest in mental health and mobile integrated health as alternatives to traditional police and fire services
- Overall support for the City's police and fire services and a potential public safety funding plan.

BUDGET IMPACT:

Total Cost:

The total revenue anticipated from the potential property tax levy lid lift is \$10.4 million annually. The total amount equates to a 2023 property tax increase of \$0.366 increase per \$1,000 of assessed valuation on a median priced home of \$1 million or \$366 per year.

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

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

Property Tax Levy Lid Lift

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
------	---------	------------------

2/22/2022	Committee of the Whole - Public Safety and Human Services	Receive Information
3/15/2022	Committee of the Whole - Public Safety and Human Services	Receive Information
4/19/2022	Committee of the Whole - Public Safety and Human Services	Receive Information
5/10/2022	Study Session	Receive Information
6/28/2022	Study Session	Provide Direction
7/12/2022	Study Session	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/19/2022	Business Meeting	Approve

Time Constraints:

A resolution placing the Public Safety Funding Plan on the ballot for the November 8, 2022, election must be approved by Council by July 19, 2022, so that all documents can be transmitted to King County by 4:30 pm on August 2, 2022.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the Public Safety Funding Plan would not be placed on the ballot in November. A part of the funding plan is to reinvest in the services supported by the 2007 levy lid lift. Since the expenditures for those services is exceeding revenues, the City would need to absorb additional costs into the General Fund or make reductions to fire and police services. Additionally, there would be no increases in police and fire services including the non-traditional services of mobile integrated health and mental health professionals.

ATTACHMENTS:

Attachment A: Ballot Resolution
Attachment B: Explanatory Statement
Attachment C: Question and Answer Matrix
Attachment D: Presentation From June 28, 2022 Study Session
Attachment E: Public Safety Survey Topline Results
Attachment F: Let'sConnect Questionnaire Summary

ATTACHMENT A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY AT THE NOVEMBER 8, 2022 ELECTION OF A PROPOSITION AUTHORIZING AN INCREASE IN THE REGULAR PROPERTY TAX LEVY IN EXCESS OF THE INCREASE OTHERWISE ALLOWED UNDER CHAPTER 84.55 RCW FOR PUBLIC SAFETY PURPOSES; PROVIDING FOR AN INCREASE OF \$0.366 PER \$1,000 OF ASSESSED VALUATION FOR A TOTAL LEVY RATE OF \$1.36 PER \$1,000 OF ASSESSED VALUATION TO BE COLLECTED IN 2023; PROVIDING FOR INCREASES IN THE ANNUAL LEVY AMOUNT TO BE COLLECTED IN EACH OF THE FIVE SUCCEEDING CALENDAR YEARS (2024-2028) EQUAL TO FIVE PERCENT (5%); PROVIDING THAT THE DOLLAR AMOUNT OF THE 2028 LEVY BE USED TO COMPUTE THE MAXIMUM LEVY AMOUNT THAT MAY BE IMPOSED AND COLLECTED IN YEARS AFTER 2028; REQUESTING THAT THE DIRECTOR OF KING COUNTY ELECTIONS PLACE THE PROPOSITION ON THE NOVEMBER 8, 2022 ELECTION, AND FIXING THE TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, the Redmond City Council has agreed to ask voters whether they are willing to reinvest in the firefighters and police personnel supported by a regular property tax levy lid lift approved by the voters in 2007, and

WHEREAS, the City Council has also agreed to ask the voters if they are willing to fund mobile health services and the addition of six personnel for behavioral health services and crisis response, currently known as THRIVE, and

WHEREAS, the City Council has agreed to ask the voters if they are willing to support new personnel to address service growth as well as police, technology and prosecutor personnel dedicated to the Body Worn and In-Car Camera Program, and

WHEREAS, the City Council has agreed to ask the voters if they are willing to support new fire personnel to expand engine companies within Redmond's fire service area, now therefore;

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

Section 1. Levy Lid Lift Election Called For. Pursuant to RCW 84.55.050, the Redmond City Council hereby calls for the submission of a proposition to the qualified electors of the City asking whether the City shall increase its regular property tax levy in excess of the limitation established in RCW 84.55.010. The Director of King County Elections, as *ex officio* supervisor of elections in King County, is hereby requested to call the election in the City of Redmond on November 8, 2022. The proposition submitted to the qualified voters of the City for their approval or rejection would authorize (1) increasing the City's regular property tax levy by \$0.366 per \$1,000 of assessed valuation, to a total maximum levy rate of \$1.36 per \$1,000 of assessed valuation for collection in 2023, and (2) for the five calendar years following 2023 (2024-2028), increasing the City's total regular property levy amount by a limit factor of 100% plus an annual increase of five percent (5%) approved by the City Council. The proposition would also approve the use of the dollar amount of the 2028 levy as the basis for computing the maximum levy amount that may be imposed in years following 2028.

Section 2. Purpose of Levy. The purpose of the proposed levy lid lift is to support public safety needs through the addition of full-time equivalent public safety personnel as well as personnel associated with the City's behavioral health and crisis response, currently known as THRIVE and body worn and in-car camera programs. The revenues received from the property tax increases authorized by the proposition would be used to fund these limited purposes and other costs associated with operating, maintaining, and equipping the City's comprehensive public safety system. The City Council shall

determine the public safety programs to be funded as well as the timing, order and manner of funding these programs and services.

Section 3. Ballot Proposition. The City Clerk is hereby authorized and directed, not later than August 2, 2022, to certify a proposition to King County Elections, as *ex-officio* supervisor of elections in King County, Washington, in substantially the following form:

CITY OF REDMOND

PROPOSITION NO. ____

PUBLIC SAFETY LEVY

The Redmond City Council has passed Resolution No. ____ concerning funding for public safety operations and services.

To fund a comprehensive public safety system, behavioral health and crisis response professionals, and a body/in-car camera program, this proposition increases Redmond's regular property tax levy \$0.366/\$1,000, for a total rate of \$1.36/\$1,000 of assessed valuation for collection in 2023; sets the limit factor for Redmond's total regular property tax levy for 2024-2028 to 100% plus an annual increase of 5% for six years; and uses the 2028 levy amount to calculate subsequent levy limits.

Should this proposition be approved?

YES ____

NO ____

Section 4. Changes. The Mayor and City Attorney are authorized to make such minor adjustments to the wording of such proposition as may be recommended by King County Elections as long

as the intent of the proposition remains clear and consistent with the intent of this resolution as approved by the City Council.

Section 5. Exemption. If the ballot proposition set forth herein is approved by the voters, as authorized by RCW 84.36.381, senior citizens, disabled veterans, and other people with disabilities (as defined in RCW 84.36.381) shall be exempt from the tax increase resulting from such levy lid lift.

Section 6. Local Voters' Pamphlet Authorized. The preparation and distribution of a local voters' pamphlet providing information on the foregoing ballot measure is hereby authorized. The pamphlet shall include an explanatory statement and arguments advocating approval and disapproval of the ballot measure, if any. In accordance with RCW 29A.32.280, the arguments advocating approval and rejection of the ballot measure shall be prepared by committees appointed by the City Council. Each committee shall be composed of not more than three persons; however, a committee may seek the advice of any person or persons. The committee advocating approval shall be composed of persons known to favor the ballot measure, and the committee advocating rejection shall be composed of persons known to oppose the ballot measure.

Section 7. Effective Date. This resolution shall take effect and be in full force immediately upon passage by the City Council.

RESOLVED THIS ____ DAY OF ____, 2022.

CITY OF REDMOND

MAYOR, ANGELA BIRNEY

ATTEST/AUTHENTICATED:

CITY CLERK, CHERYL XANTHOS, CMC

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: _____

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

Attachment B

Explanatory Statement

Comprehensive Public Safety Program

The City of Redmond relies on property taxes to provide essential services like police and fire. This levy will continue to *build a comprehensive public safety system and enhance Redmond's public safety programs* while *responding to the impacts of growth* on the City's public safety services. The proposed levy would directly support public safety programs including traditional and innovative safety approaches. Elements to be funded include hiring six additional personnel to increase mental and behavioral health services, crisis response and provide proactive resources and support to special need community members such as seniors, people experiencing homelessness, or individuals with drug addiction. The levy would also enhance mobile health services through the Fire Department as well as add fire personnel to increase fire suppression capabilities at Redmond fire stations. Also included are the addition of police personnel supporting rapid response to a growing and changing community; support of a body worn and in-car camera program to heighten police transparency and accountability; and reinvestment in the fire and police personnel funded by the 2007 public safety levy.

Redmond's current property tax rate is 0.99541 per \$1,000 of assessed valuation. If this proposition passes, the City of Redmond could levy up to an additional \$0.366 per \$1,000 of assessed valuation for a total rate \$1.36 per \$1,000 of assessed valuation. To address inflation, the levy would increase annually by five percent for six years. The funding provided by the levy would be limited to spending on a comprehensive public safety system.

Attachment C
Council Question & Answer Matrix
 (Follow-Up from 6/28/2022 Study Session)

Question	Staff Comments
<p>1. What is the levy rate over a 6 &12 year period for each of the levy options based on the recommended program elements. Break out the existing levy amount.</p>	<p>The attached spreadsheet provides the details of the three options presented to Council on 6/28/2022. The three options include:</p> <p>Option 1: Six-Year Levy is Approved by Voters in 2022 and 2028 with 5% Annual Inflator in 2024-2034</p> <p>Option 2: Permanent Levy is Approved by Voters in 2022 with 5% Annual Inflator in 2024-2028 and 1% Annual Inflator Thereafter</p> <p>Option 3: Permanent Levy is Approved by Voters in 2022 with 1% Annual Inflator</p>
<p>2. Reword “Mobile Integrated Health” as the community may not know what the program is or understand its purpose.</p>	<p>Renamed: Mobile Health Services</p>

Question	Staff Comments
3. What do we need to cut in order to absorb the levy funded programs.	The City is currently balancing the 2023-2024 preliminary budget. In order to absorb the levy programs in the budget, other programs would need to be reduced by \$10.4 million in <u>tax funded</u> services, representing approximately 10% of the annual General Fund budget. This would be in addition to the 2-4% in service level reductions currently being proposed to balance the 2023-2024 General Fund budget, which are in addition to the service level reductions approved by the Council in the 2021-2022 adopted budget. As an example, the types of cuts would equate to half of the General Fund supported Parks Department or a complete elimination of the Human Resources and Finance Departments based on their 2021-2022 budgets.
4. Be more general in the ballot language to preserve flexibility except for the MHP program.	Please see revised resolution and explanatory statement in Attachments B and C.
5. Will the body worn camera program be including staffing to support both the body worn camera <i>and in-car camera</i> programs? Is it specific for records or will it also apply to equipment?	The new levy would support the Council approved 5.0 FTEs associated with the body worn and in-car camera program. The employees include (1.0) Police Sergeant, (1.0) Police Support Specialist, (1.0) Technical Systems Coordinator (TIS), (1.0) Deputy Prosecuting Attorney and (1.0) Paralegal. The equipment for the program has already been purchased with the one-time funds approved by Council.

Comparison of 3 Public Safety Levy Options 2023-2034 Property Tax Impact Analysis

Option 1: Six-Year Levy is Approved by Voters in 2022 and 2028 with 5% Annual Inflator in 2024-2034

Option 2: Permanent Levy is Approved by Voters in 2022 with 5% Annual Inflator in 2024-2028 and 1% Annual Inflator Thereafter

Option 3: Permanent Levy is Approved by Voters in 2022 with 1% Annual Inflator

Note: All 3 options fully fund the public safety levy services through 2034, which are assumed to grow 5% per year on average. Option 1 has the added benefit of fully funding the current City levy services through 2034 too. Option 2 has the added benefit of fully funding the current City levy services through 2028. Option 3 doesn't generate additional funding for the current City levy services beyond the 1% annual levy increase.

2022 Median Home AV:	\$1,000,000
2022 City Levy Rate:	\$0.99541
2023 Public Safety Levy Rate (Option 1):	\$0.34000
2023 Public Safety Levy Rate (Option 2):	\$0.36600
2023 Public Safety Levy Rate (Option 3):	\$0.42500

Summary: Projected Cost Increases (2023-2034)

3 Options	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Option 1:													
Current City Levy*	\$ 10	\$ 50	\$ 53	\$ 55	\$ 58	\$ 61	\$ 64	\$ 67	\$ 71	\$ 74	\$ 78	\$ 82	
Public Safety Levy	\$ 340	\$ 17	\$ 18	\$ 19	\$ 20	\$ 21	\$ 22	\$ 23	\$ 24	\$ 25	\$ 26	\$ 28	
Total Increase vs. Prior Year	\$ 350	\$ 67	\$ 71	\$ 74	\$ 78	\$ 82	\$ 86	\$ 90	\$ 95	\$ 99	\$ 104	\$ 110	
Option 2:													
Current City Levy*	\$ 10	\$ 50	\$ 53	\$ 55	\$ 58	\$ 61	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	
Public Safety Levy	\$ 366	\$ 18	\$ 19	\$ 20	\$ 21	\$ 22	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	
Total Increase vs. Prior Year	\$ 376	\$ 69	\$ 72	\$ 76	\$ 79	\$ 83	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	
Option 3:													
Current City Levy*	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	
Public Safety Levy	\$ 425	\$ 4	\$ 4	\$ 4	\$ 4	\$ 4	\$ 4	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	
Total Increase vs. Prior Year	\$ 435	\$ 14	\$ 14	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 16	

* The current City levy includes the following: 1) base levy; 2) 1986 Parks M&O levy, which is permanent; and 3) 2007 Public Safety & Parks levies, which are permanent.

Option 1

City Levy Component	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Current City Levy	\$ 995	\$ 1,005	\$ 1,056	\$ 1,108	\$ 1,164	\$ 1,222	\$ 1,283	\$ 1,347	\$ 1,415	\$ 1,485	\$ 1,560	\$ 1,638	\$ 1,720
2022 Public Safety Levy		\$ 340	\$ 357	\$ 375	\$ 394	\$ 413	\$ 434						
2028 Public Safety Levy								\$ 456	\$ 478	\$ 502	\$ 527	\$ 554	\$ 582
Total City Levy	\$ 995	\$ 1,345	\$ 1,413	\$ 1,483	\$ 1,557	\$ 1,635	\$ 1,717	\$ 1,803	\$ 1,893	\$ 1,988	\$ 2,087	\$ 2,191	\$ 2,301
Total Increase vs. Prior Year		\$ 350	\$ 67	\$ 71	\$ 74	\$ 78	\$ 82	\$ 86	\$ 90	\$ 95	\$ 99	\$ 104	\$ 110

Inflator Factor	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Current City Levy		1.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
2022 Public Safety Levy			5.0%	5.0%	5.0%	5.0%	5.0%						
2028 Public Safety Levy								5.0%	5.0%	5.0%	5.0%	5.0%	5.0%

Option 2

City Levy Component	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Current City Levy	\$ 995	\$ 1,005	\$ 1,056	\$ 1,108	\$ 1,164	\$ 1,222	\$ 1,283	\$ 1,296	\$ 1,309	\$ 1,322	\$ 1,335	\$ 1,349	\$ 1,362
2022 Public Safety Levy		\$ 366	\$ 384	\$ 404	\$ 424	\$ 445	\$ 467	\$ 472	\$ 477	\$ 481	\$ 486	\$ 491	\$ 496
Total City Levy	\$ 995	\$ 1,371	\$ 1,440	\$ 1,512	\$ 1,588	\$ 1,667	\$ 1,750	\$ 1,768	\$ 1,785	\$ 1,803	\$ 1,821	\$ 1,840	\$ 1,858
Total Increase vs. Prior Year		\$ 376	\$ 69	\$ 72	\$ 76	\$ 79	\$ 83	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18

Inflator Factor	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Current City Levy		1.0%	5.0%	5.0%	5.0%	5.0%	5.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
2022 Public Safety Levy			5.0%	5.0%	5.0%	5.0%	5.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%

Option 3

City Levy Component	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Current City Levy	\$ 995	\$ 1,005	\$ 1,015	\$ 1,026	\$ 1,036	\$ 1,046	\$ 1,057	\$ 1,067	\$ 1,078	\$ 1,089	\$ 1,100	\$ 1,111	\$ 1,122
2022 Public Safety Levy		\$ 425	\$ 429	\$ 434	\$ 438	\$ 442	\$ 447	\$ 451	\$ 456	\$ 460	\$ 465	\$ 469	\$ 474
Total City Levy	\$ 995	\$ 1,430	\$ 1,445	\$ 1,459	\$ 1,474	\$ 1,488	\$ 1,503	\$ 1,518	\$ 1,534	\$ 1,549	\$ 1,564	\$ 1,580	\$ 1,596
Total Increase vs. Prior Year		\$ 435	\$ 14	\$ 14	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 16	\$ 16

Inflator Factor	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Current City Levy		1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
2022 Public Safety Levy			1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%

Public Safety Funding Plan

June 28, 2022

Malisa Files, Chief Operating Officer
Darrell Lowe, Police Chief
Adrian Sheppard, Fire Chief
Chip Corder, Finance Director



Purpose



- Review data and draft plan elements
- Discuss funding options
- Review ballot documentation
- Timeline/Next steps

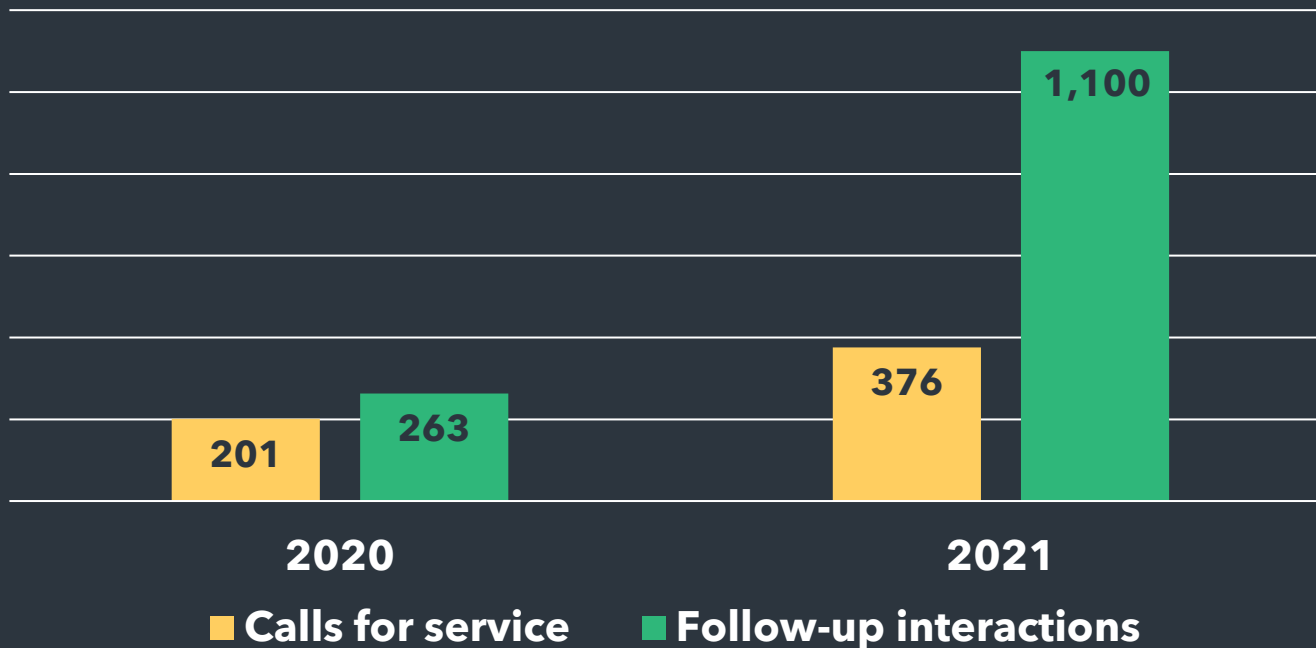


Police Department

- Data
- Draft plan elements

Mental Health Response

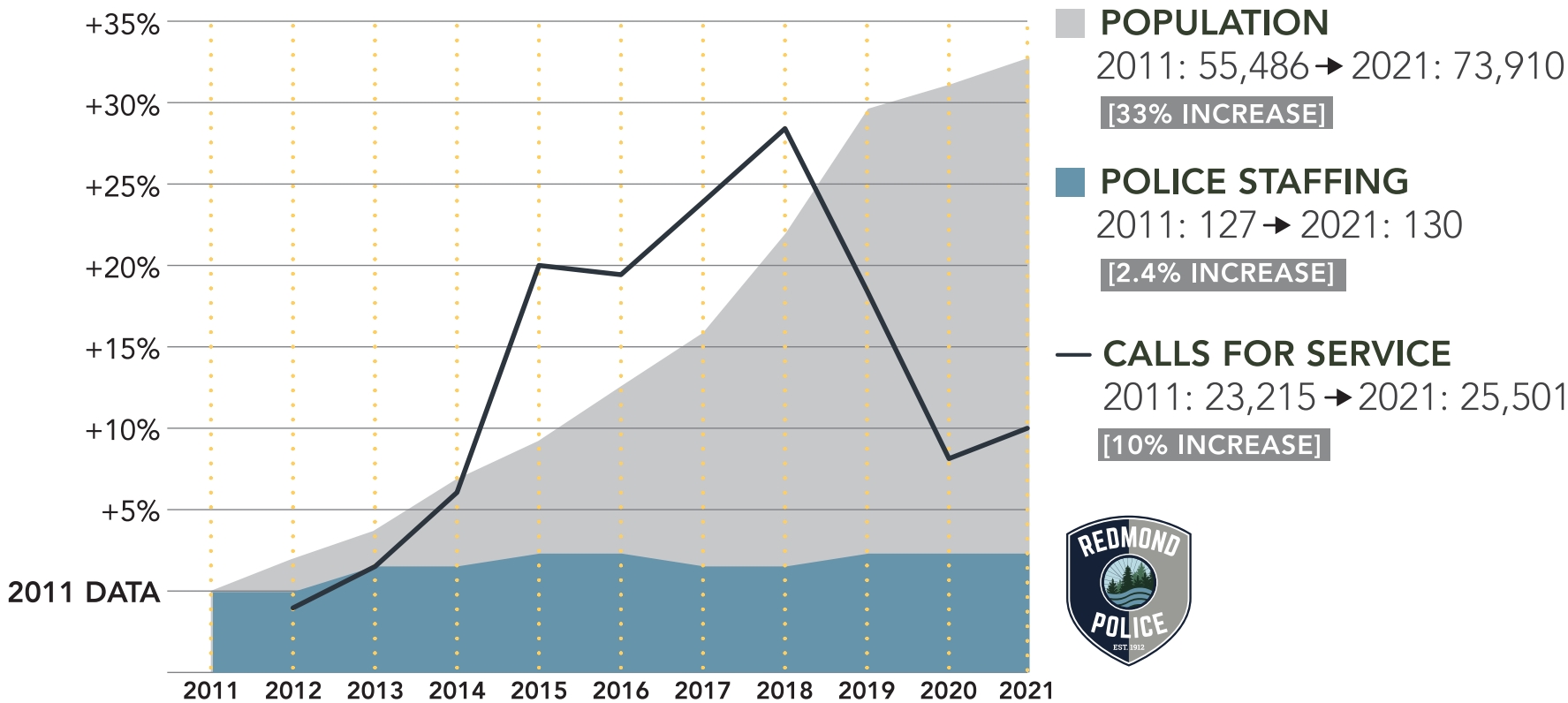
- Co-responds to 911 calls with Police
- De-escalation support during response
- Follow-up interactions reduces 911 calls
- 85% survey respondents rated increasing mental health services as important/very important



Police Data

Population has increased, while Police staffing has stayed relatively level, and calls for service are again increasing after lowering during COVID-19.

Redmond Growth in Population and Emergency Services Needs
PERCENTAGE CHANGE FROM 2011 LEVELS





Draft Plan: Police

Mental Health Response:

6 FTEs - \$ 688,000

Police Personnel:

12 FTEs - \$1.98 million

Body Worn Cameras:

\$934,910

Annual Cost: \$3.6 million



Fire Department

- Data
- Draft plan elements



Mobile Integrated Health

2021:



1,473

Client information interactions



60% decrease

in 911 calls from high utilizers



40% decrease in emergency department
admittance by high utilizers



67% of referrals

related to aging gracefully at home

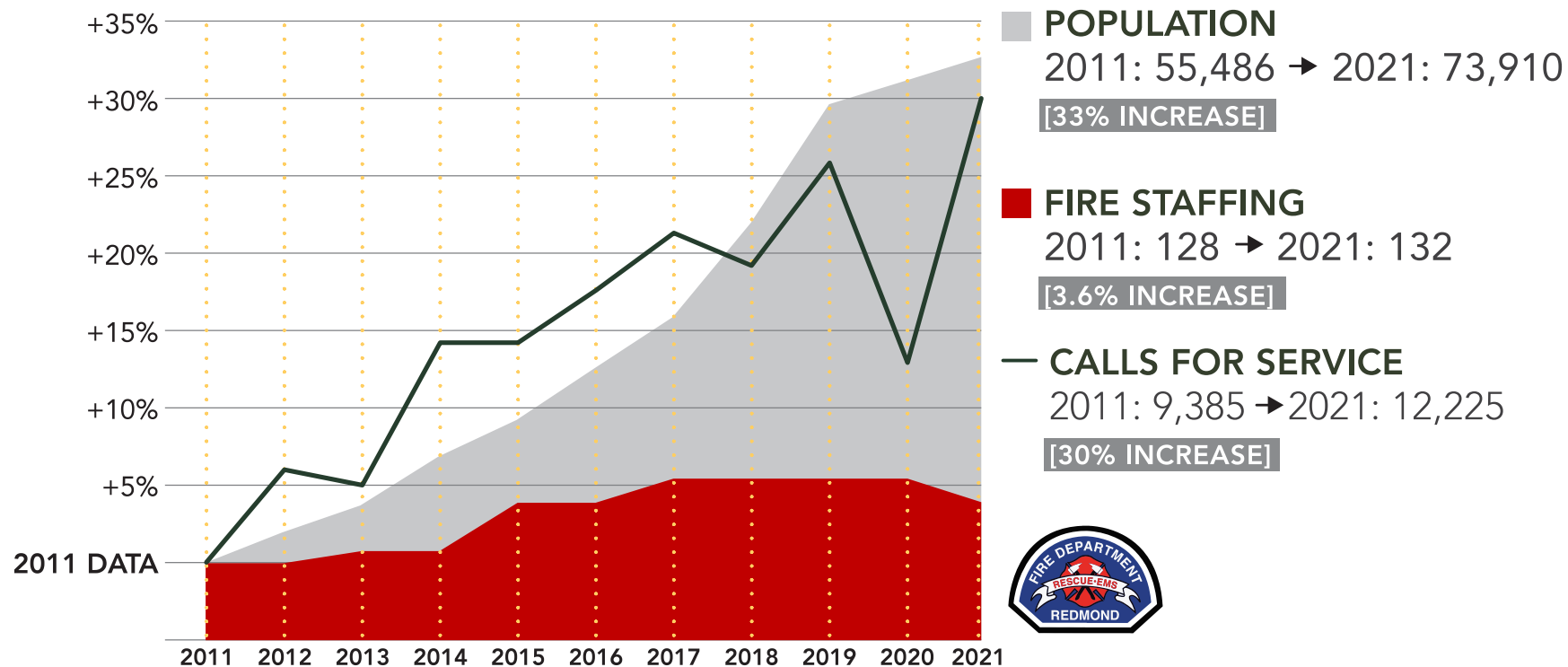


19% of referrals related to homelessness,
mental health, and substance abuse

Fire Data

Population and calls for service have increased while Fire staffing has stayed relatively level.

Redmond Growth in Population and Emergency Services Needs
PERCENTAGE CHANGE FROM 2011 LEVELS



Draft Plan: Fire

Mobile Integrated Health:

1 FTE - \$359,574

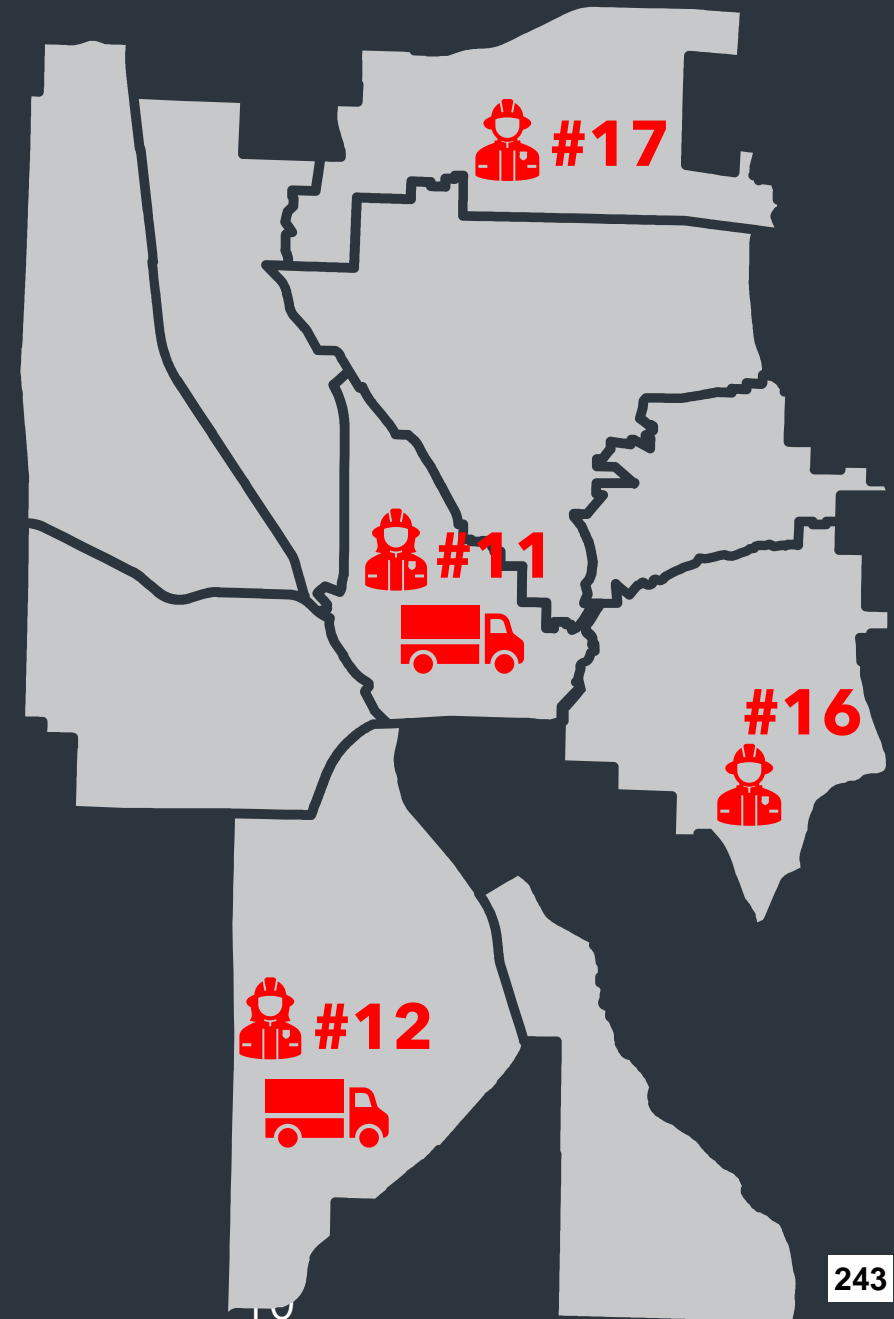
Upgrade Station #16 to Engine Company:

12 FTE's - \$2.1 million

Upgrade Station #17 to Engine Company:

5 FTE's - \$776,502

Annual Cost: \$3.2 million



Draft Plan:

2007 Levy Reinvestment

Retain current staff funded by 2007 levy:

- 18 firefighters
- 17 police personnel

Annual cost: \$3.5 million





Draft Plan Funding

Draft Plan: Total Request

Request	Annual Cost
Retain 18 firefighters & 17 police personnel funded by 2007 levy	\$3,500,000
Mobile Integrated Health - 1 FTE	\$359,574
Upgrade station #16 (SE Redmond) to engine co - 12 FTE's	\$2,151,600
Upgrade station #17 (NE Redmond) engine co - 5 FTE's	\$776,502
6 FTE Mental Health Professional	\$688,221
12 Police personnel	\$1,982,065
Body worn cameras (staff, equipment charges)	\$934,910
Total	\$10,392,872

Draft Plan Total Cost



\$0.34 property
tax increase
per \$1,000
assessed valuation

Generating **\$10.4
million** per year

Cost to average
Homeowner *
\$28.33 a month
(**\$340** a year)

* Based on median home value of \$1 million

Levy Funding Mechanism Options

Levy Lid Lift Options	6 Year Levy (Annual Inflator Tied to CPI)	Permanent Levy (Annual Inflator Tied to CPI)	Permanent Levy (Annual Inflator Limited to 1%)
Description	<ul style="list-style-type: none"> The 1% annual growth limit can be exceeded for six years The annual inflator must be explicitly stated in ballot measure 	<ul style="list-style-type: none"> The 1% annual growth limit can be exceeded for six years; thereafter, subsequent increases are limited to 1% per year The annual inflator must be explicitly stated in ballot measure 	<ul style="list-style-type: none"> Following the first year of the levy, the annual growth is limited to 1% per year
Restrictions	<ul style="list-style-type: none"> Cannot supplant existing funds 	<ul style="list-style-type: none"> Cannot supplant existing funds 	<ul style="list-style-type: none"> No supplanting restrictions
Voter Approval	<ul style="list-style-type: none"> Simple majority 	<ul style="list-style-type: none"> Simple majority 	<ul style="list-style-type: none"> Simple majority
Upsides	<ul style="list-style-type: none"> The levy can keep pace with inflation for six years The annual inflator applies to City's <u>total</u> property tax levy 	<ul style="list-style-type: none"> The levy can keep pace with inflation for six years The annual inflator applies to City's <u>total</u> property tax levy If approved by voters, the levy is permanent 	<ul style="list-style-type: none"> If approved by voters, the levy is permanent
Downsides	<ul style="list-style-type: none"> The levy needs to be renewed every six years 	<ul style="list-style-type: none"> The purchasing power of the levy declines after year six 	<ul style="list-style-type: none"> The purchasing power of the levy declines after year one

Ballot Documentation

- Ballot Resolution
- King County Election Pamphlet
 - Ballot Question
 - Explanatory Statement
 - Pro/Con Statements
 - Rebuttals

Ballot Question

CITY OF REDMOND

PROPOSITION NO. ____

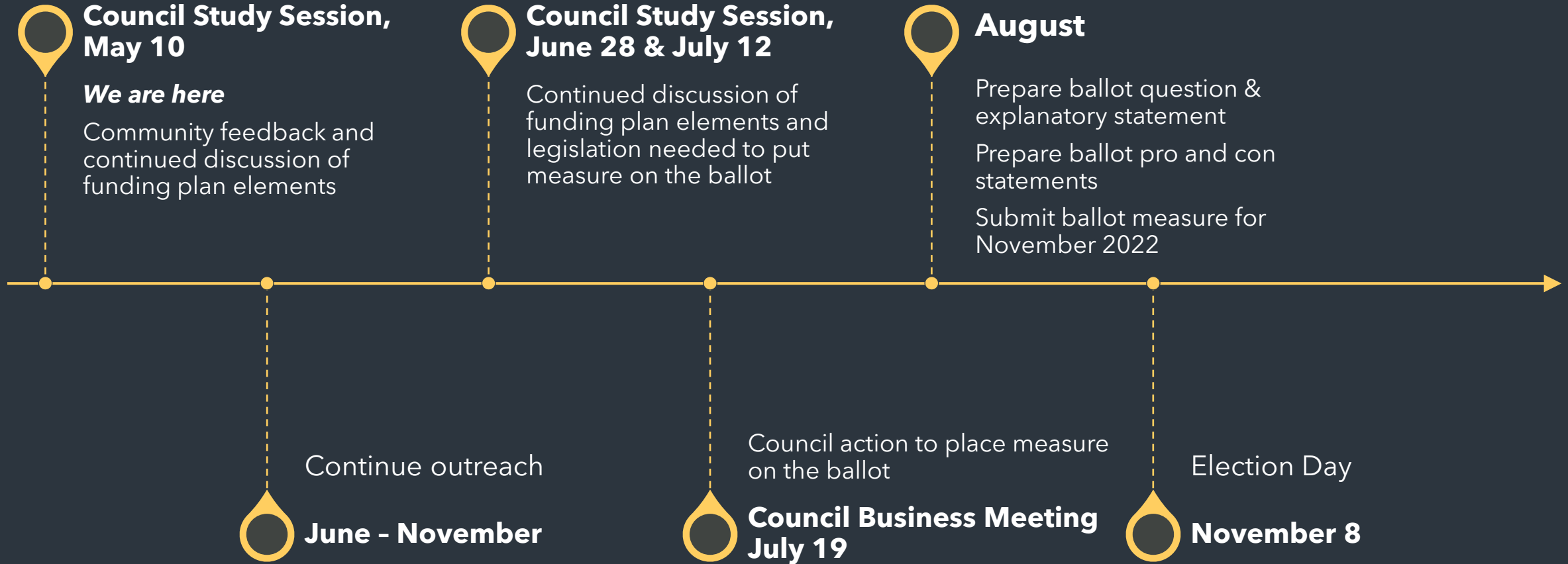
PUBLIC SAFETY LEVY

The Redmond City Council has passed Resolution No. ____ concerning funding for public safety operations and services.

To fund fire and police personnel/operations, mental and behavioral health professionals, and a body camera program, this proposition increases Redmond's regular property tax levy \$0.34/\$1,000, for a maximum total rate of \$1.34/\$1,000 of assessed valuation for collection in 2023; sets the limit factor for Redmond's total regular property tax levy for 2024-2028 to 100% plus any increase in annual inflation (First Half CPI-W); and uses the 2028 levy amount to calculate subsequent levy limits.

- Approved by resolution
- 75 words or less
- To go in voter's pamphlet

Next Steps





Thank You

Any Questions?



Reinvestment in Public Safety



Fire Department Staffing

Retain 18 firefighters funded by 2007 levy

Police Department Staffing

Retain 17 police personnel funded by 2007 levy

Total Cost: \$3.5 million



City of Redmond
Mixed Mode Live Telephone and Email-/Text-to-Web Survey
Conducted March 2-10, 2022
n=400; Margin of Error ± 4.9 percentage points
EMC Research #22-8337

*All numbers in this document represent percentage (%) values, unless otherwise noted.
Please note that due to rounding, percentages may not add up to exactly 100%.*

GREETING: Hello, my name is _____, may I speak with **(NAME ON LIST)**?

INTERVIEWER: NOL ONLY

INTRO: Hello, my name is _____, and I'm conducting a survey for _____ to find out how people feel about issues in the City of Redmond. We are not trying to sell anything, and are collecting this information on a scientific and completely confidential basis.

1. Do you feel that things in Redmond are generally going in the right direction or do you feel things have gotten pretty seriously off on the wrong track?
- | | |
|----------------------|----|
| Right direction | 63 |
| Wrong track | 31 |
| (Don't know/Refused) | 6 |

2INT. Next is a list of priorities the City of Redmond could focus on. Please rate each item using a scale of 1 to 7, where 1 means you feel that item should be a very low priority for and 7 means that you feel that item should be a very high priority.

		Very low priority				Very high priority		(Don't know)	Mean	
SCALE:		1	2	3	4	5	6	7		
(RANDOMIZE)										
2.	Managing growth in Redmond									
		3	2	7	10	16	17	44	1	5.6
3.	Reducing traffic congestion									
		5	4	10	16	23	16	26	0	5.0
4.	Ensuring housing is affordable in Redmond									
		7	5	5	13	17	14	39	0	5.3
5.	Improving police and fire response times									
		8	5	6	14	21	16	28	2	5.0
6.	Hiring more police officers and firefighters to serve Redmond									
		6	5	11	16	18	16	27	1	5.0
7.	Expanding crisis outreach teams to help people experiencing homelessness, substance abuse, or mental health crisis									
		8	6	10	9	16	16	35	0	5.0

(END RANDOMIZE)

8INT. I'm going to read you a list of several people and organizations. Please tell me if you have a strongly favorable, somewhat favorable, somewhat unfavorable, or strongly unfavorable opinion of each one. If you have never heard of one, please just say so.

SCALE:	Strongly favorable	Somewhat favorable	Somewhat unfavorable	Strongly unfavorable	(Don't know/ No opinion)	Never heard	Total Fav.	Total Unfav.
(RANDOMIZE)								
8. The Redmond Police Department (RPD)	46	38	7	4	3	2	84	11
9. Redmond police officers	48	35	8	3	4	2	83	11
10. The Redmond Fire Department (RFD)	67	23	1	0	4	4	90	1
11. Redmond firefighters	68	24	2	0	3	3	92	2
12. Redmond Emergency Medical Services (EMS)	57	28	1	1	4	9	85	2

(END RANDOMIZE)

13. How much, if anything, have you heard, read, seen, or experienced recently relating to policing or firefighting in Redmond; a lot, some, not too much, or nothing at all?

A lot	8	→ 40
Some	32	
Not too much	40	→ 59
Nothing at all	19	
(Don't know/Refused)	1	

(IF Q13 = 1-2, ASK Q14, n=172)

14. What have you heard, read, seen, or experienced? **(OPEN-ENDED QUESTION, VERBATIM RESPONSES CODED INTO CATEGORIES BELOW)**

General police issues / Practices / Cop activity	21
Community engagement / Neighborhood activity	19
Increase of crimes	15
Put out fires / Response to fire alarms / Firefighters	12
Quick response / emergency	10
General positive (help, excellent, etc.)	8
Lack of response / Unaccountability	6
A variety of things	6
Blogs / social media / website	6
Newspaper / Articles	5
Excessive force / Unprofessional	4
Understaffed / Underfunded	3
Other	11
Nothing / None	8
Refused / NA	7
Don't know / Unsure	1

(RESUME ASKING EVERYONE)

15. A proposal is being discussed relating to police and fire services. The proposal would expand the current Mobile Integrated Health program to help reduce the need for calling 911, invest in police and fire personnel and services to improve response times across the city, fund body cameras and additional fire engines; fund additional mental health staff to provide crisis intervention during police interactions. To pay for it, property taxes would be increased by thirty-eight cents (\$0.38) per thousand dollars of assessed valuation, up from the current one dollar (\$1.00) per thousand, generating eleven point sixty five (\$11.65M) million dollars a year.

In general, do you strongly support, somewhat support, somewhat oppose, or strongly oppose this proposal?

Strongly support	35	→ 67
Somewhat support	32	
Somewhat oppose	16	→ 30
Strongly oppose	14	
(Don't know)	3	

16. This proposal would cost the owner of a one million (\$1,000,000) dollar home, the average in Redmond, thirty-two dollars (\$32) a month, or three hundred and eighty (\$380) dollars a year. Knowing this do you strongly support, somewhat support, somewhat oppose, or strongly oppose this proposal?

Strongly support	36	→ 68
Somewhat support	32	
Somewhat oppose	13	→ 30
Strongly oppose	17	
(Don't know)	2	

17INT. Using a scale of excellent, good, only fair, or poor, please rate each of the following.

SCALE:	Excellent	Good	Only fair	Poor	(Don't know/NA)
(ALWAYS ASK FIRST)					
17. The job Redmond Police Department (RPD) is doing overall	25	44	14	3	14
18. The job Redmond Fire Department (RFD) is doing overall	39	39	6	0	15
(RANDOMIZE)					
19. The job Redmond Police Department (RPD) is doing responding to calls in a timely manner	21	32	12	4	31
20. The job Redmond Police Department (RPD) is doing preventing crime	14	33	24	8	21
21. The job Redmond Police Department (RPD) is responding to changing community safety needs like people experiencing homelessness, mental health challenges, and substance abuse	9	25	19	10	37
22. The job Redmond Fire Department (RFD) is doing is doing responding to calls in a timely matter	33	33	4	1	29
23. The job the Redmond Emergency Medical Services (EMS) responds to calls in a timely matter	34	31	4	2	29

(END RANDOMIZE)

24INT. Next, I'm going to read you some information about the potential proposal. After each one, please tell me how important you think that information is to know; very important, somewhat important, not too important, or not important at all.

SCALE:	Very important	Somewhat important	Not too important	Not at all important	(Don't know)
(RANDOMIZE)					
24.	A levy funding police and fire services was last approved in 2007. Since then, due to inflation, costs have gone up but revenue from the 2007 levy remained steady, so it can no longer support the same services. Renewing the levy will restore that same level of service in public safety programs.				
	50	35	6	6	3
25.	Redmond has grown, but police personnel has not. This proposal will add staff to the police force to support the safety needs of the city's growing population.				
	54	34	5	4	2
26.	Redmond's police force has just one mental health professional. This proposal will add another to respond with police officers, handle crisis intervention, and outreach to people experiencing homelessness, mental health challenges, and substance abuse, and to connect them with the right services.				
	63	23	5	7	2
27.	As the City grows, additional firefighting staff is needed to maintain response times. This proposal will allow the department to maintain fire protection and improve the flexibility and reliability of our emergency system.				
	53	39	2	4	2
28.	This proposal will diversify the emergency response capabilities to address issues that don't merit a firefighter response. It will expand and fund a Mobile Integrated Health Unit, operated by specially trained EMTs, paramedics, and mental health professionals that will receive referrals from 911, provide home visits to understand needs, and link residents to the right resources.				
	52	33	7	7	1
29.	Growth and development in Redmond will only accelerate with the arrival of the Light Rail. This measure will add staff to address the public safety needs of our city and help us to keep pace with community growth.				
	53	33	6	5	3
30.	This proposal will include ongoing funding to maintain body-worn cameras for officers to maintain transparency and accountability of Redmond officers and to ensure accurate reporting of incidents.				
	63	25	8	5	0

(END RANDOMIZE)

31.	I'd like you to think again about the proposal relating to police and fire services, which would increase property taxes by to \$0.38 per \$1,000 per thousand and cost \$380 dollars per year, or about \$32 per month. In general, do you strongly support, somewhat support, somewhat oppose, or strongly oppose this proposal?		
	Strongly support	39	→ 73
	Somewhat support	35	
	Somewhat oppose	12	→ 26
	Strongly oppose	14	
	(Don't know)	1	

DEMOS. These last few questions for statistical purposes only.

32.	Do you identify as...	
	Male	47
	Female	46
	Non-binary	0
	Another gender identity	0
	Prefer not to respond	7
33.	In what year were you born? (YEARS CODED INTO CATEGORIES)	
	18-29	19
	30-39	17
	40-49	17
	50-64	25
	65 or over	19
	Prefer not to respond	4
34.	Do you own or rent the place in which you live?	
	Own/Buying	60
	Rent	28
	Other/Prefer not to respond	12
35.	What is the last grade you completed in school?	
	Some grade school	-
	Some high school	-
	Graduated high school	6
	Technical or Vocational school	1
	Some college or Less than 4-year degree	17
	Graduated college or 4-year degree	40
	Graduate or Professional degree	33
	Prefer not to respond	3

THANK YOU!

Redmond Safety Funding Plan Questionnaire Summary

March 21 – April 30, 2022

Community Feedback Period

- Opened March 21; closed April 30
- Paper and online feedback options, with translations
- **263** completed questionnaires



Police Department Plan Elements (n=263)

1 Low priority 2 3 4 5 High priority

Add a mental health professional co-responder



Retain 17 Police Department staff funded by 2007 levy



Increase Police Department staffing to keep pace with growth



Hire administrative and technical staff



Provide ongoing funding for body worn cameras



Fire Department Plan Elements (n=263)



Increase staffing for Mobile Integrated Health Unit



Retain 18 Fire Department staff funded by 2007 levy



Increase Fire Department staffing to keep pace with growth



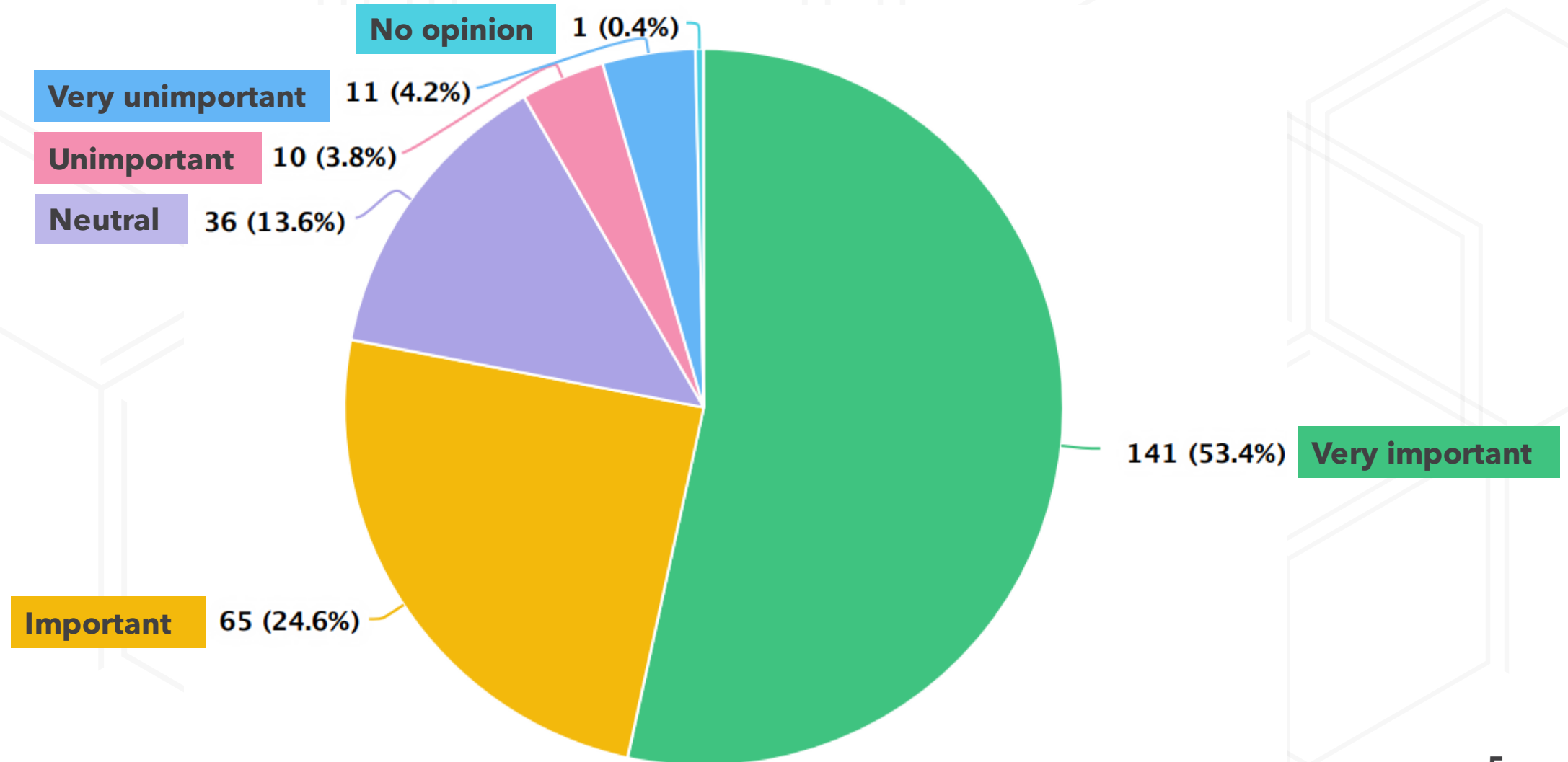
Add firefighters for an engine company at Station 17



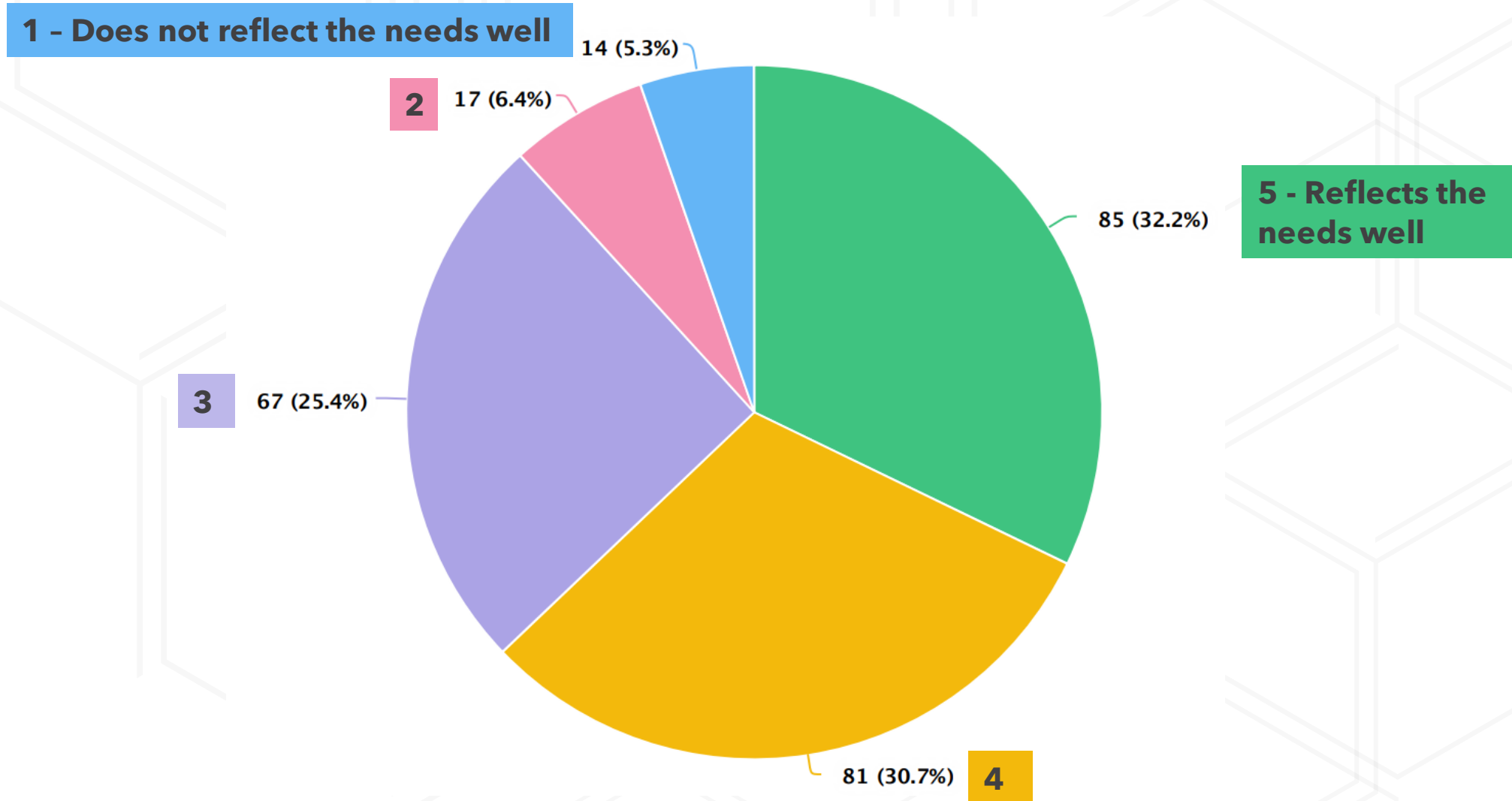
Add firefighters for an engine company at Station 16



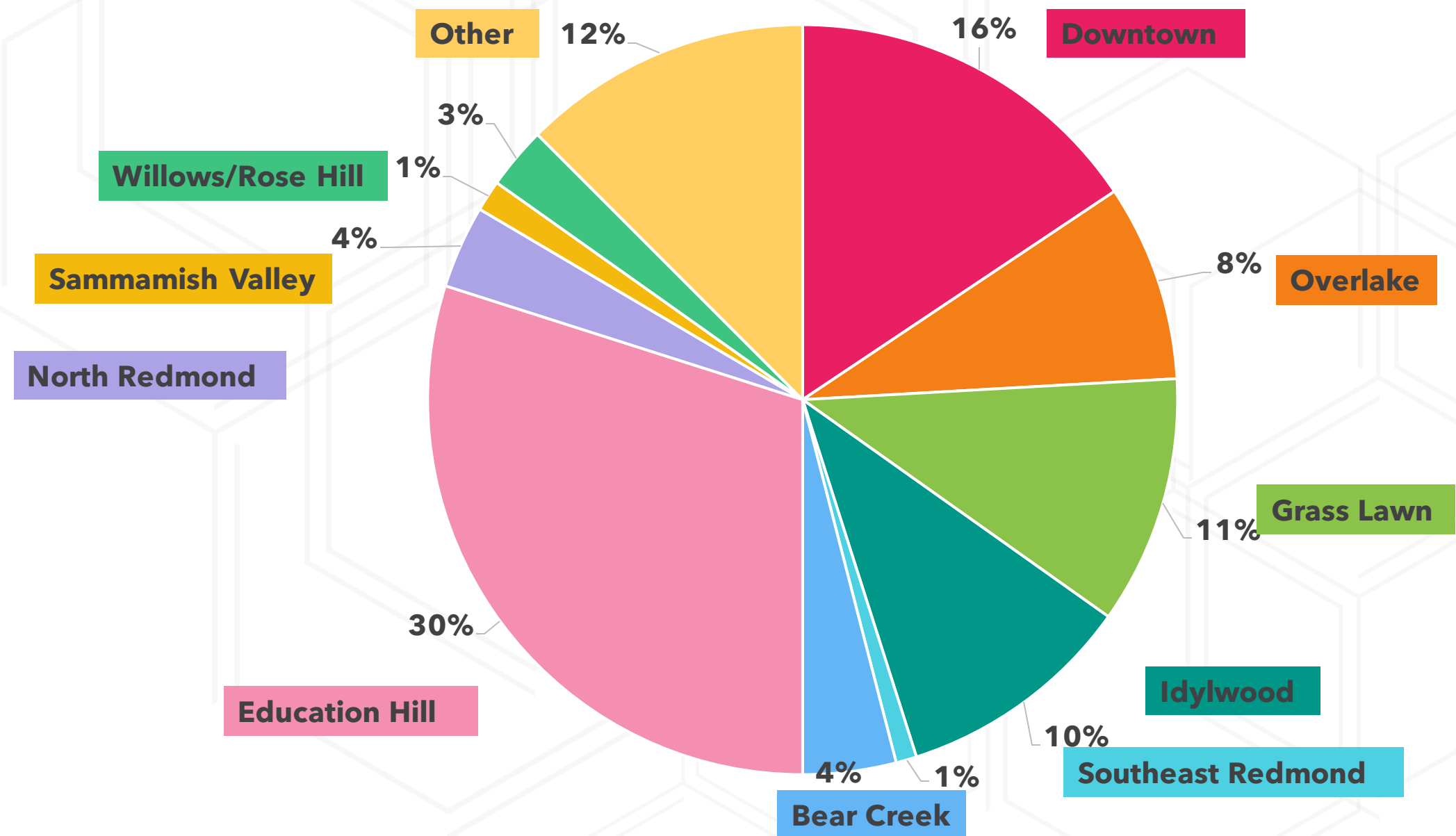
THRIVE: How important is it to you that these types of programs are part of the community safety plan? (n=263)



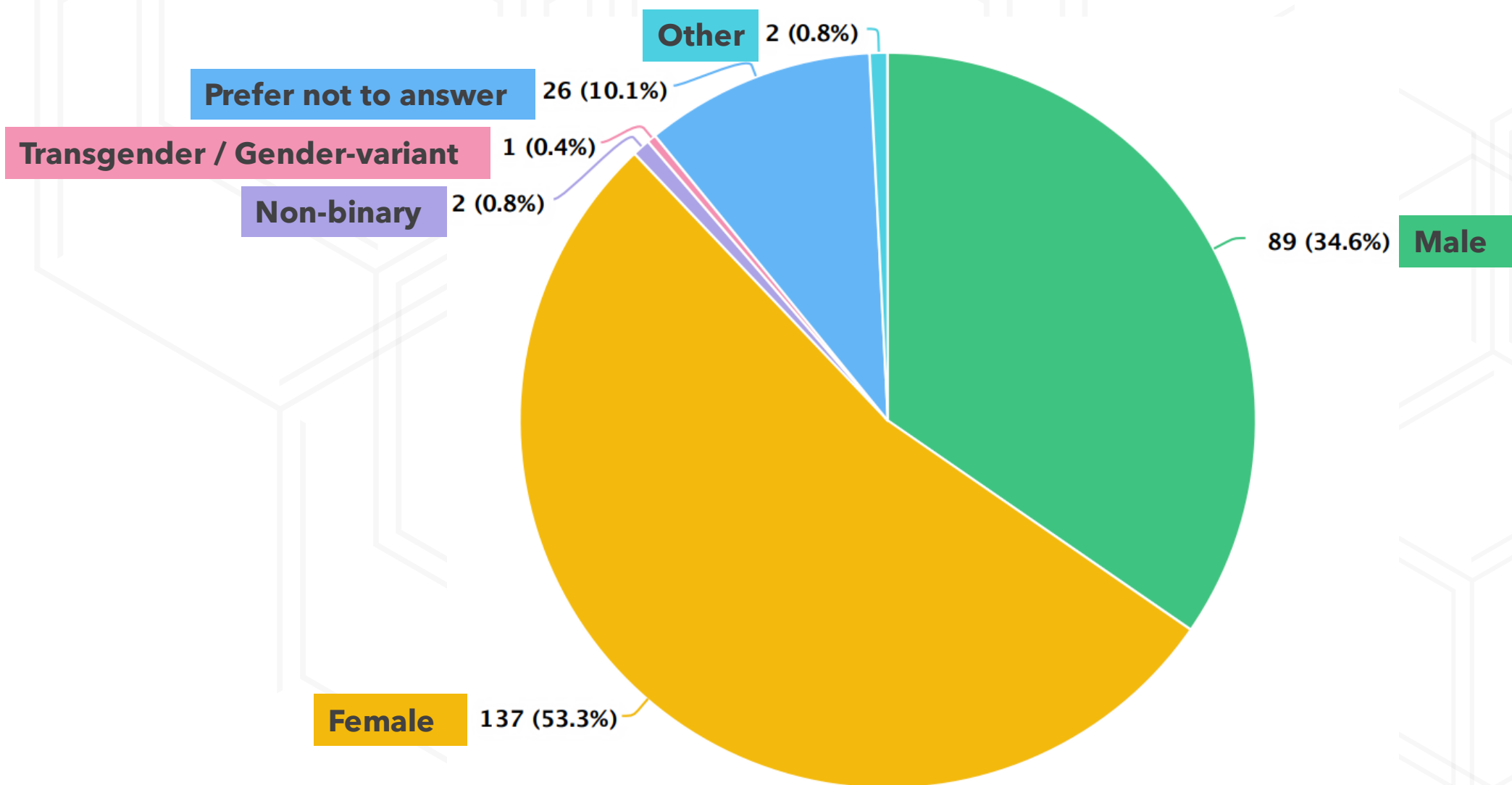
On a scale of 1 to 5, how well does this plan reflect your needs and the community's needs around emergency services in Redmond? (n=263)



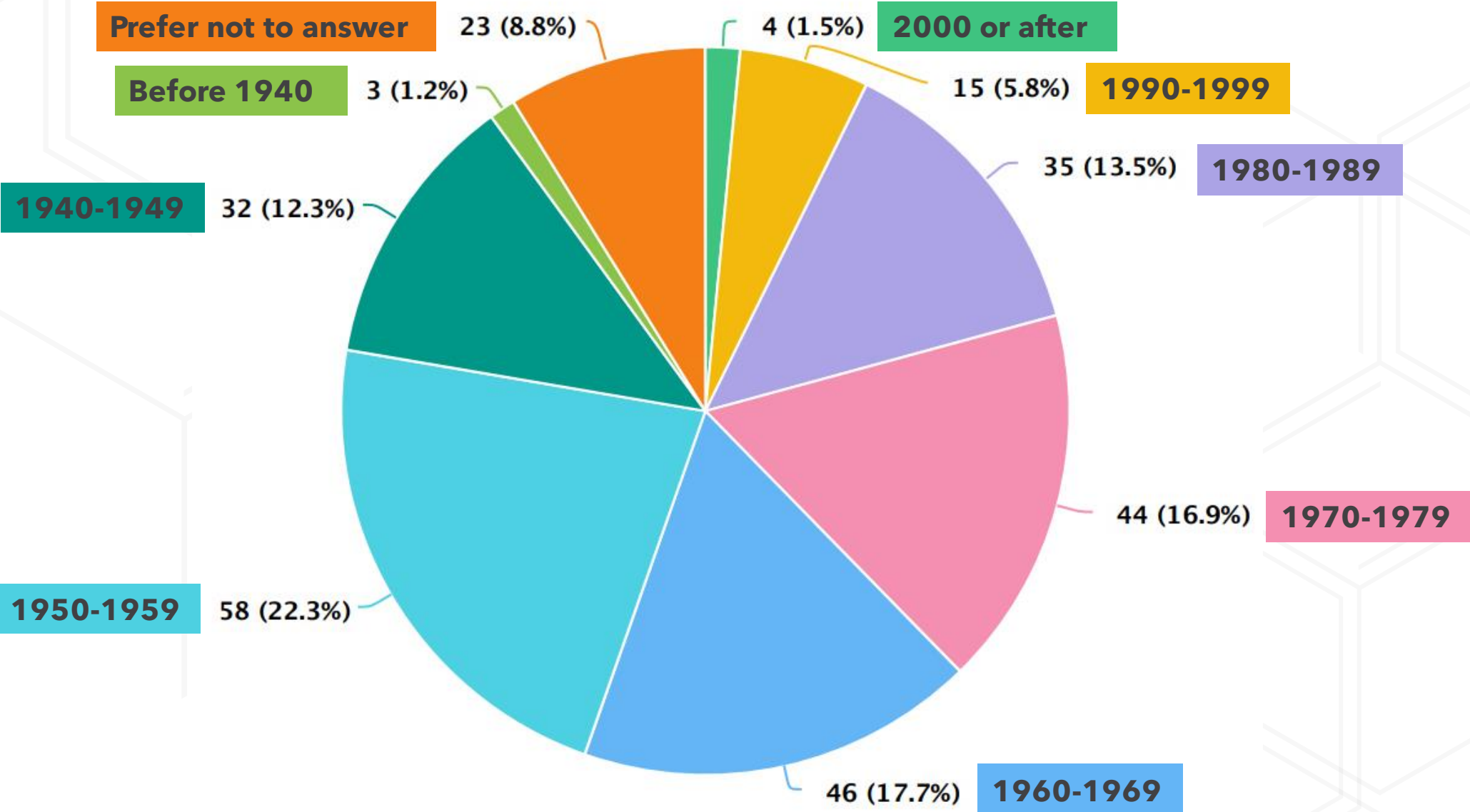
Neighborhoods of responders (n=223)



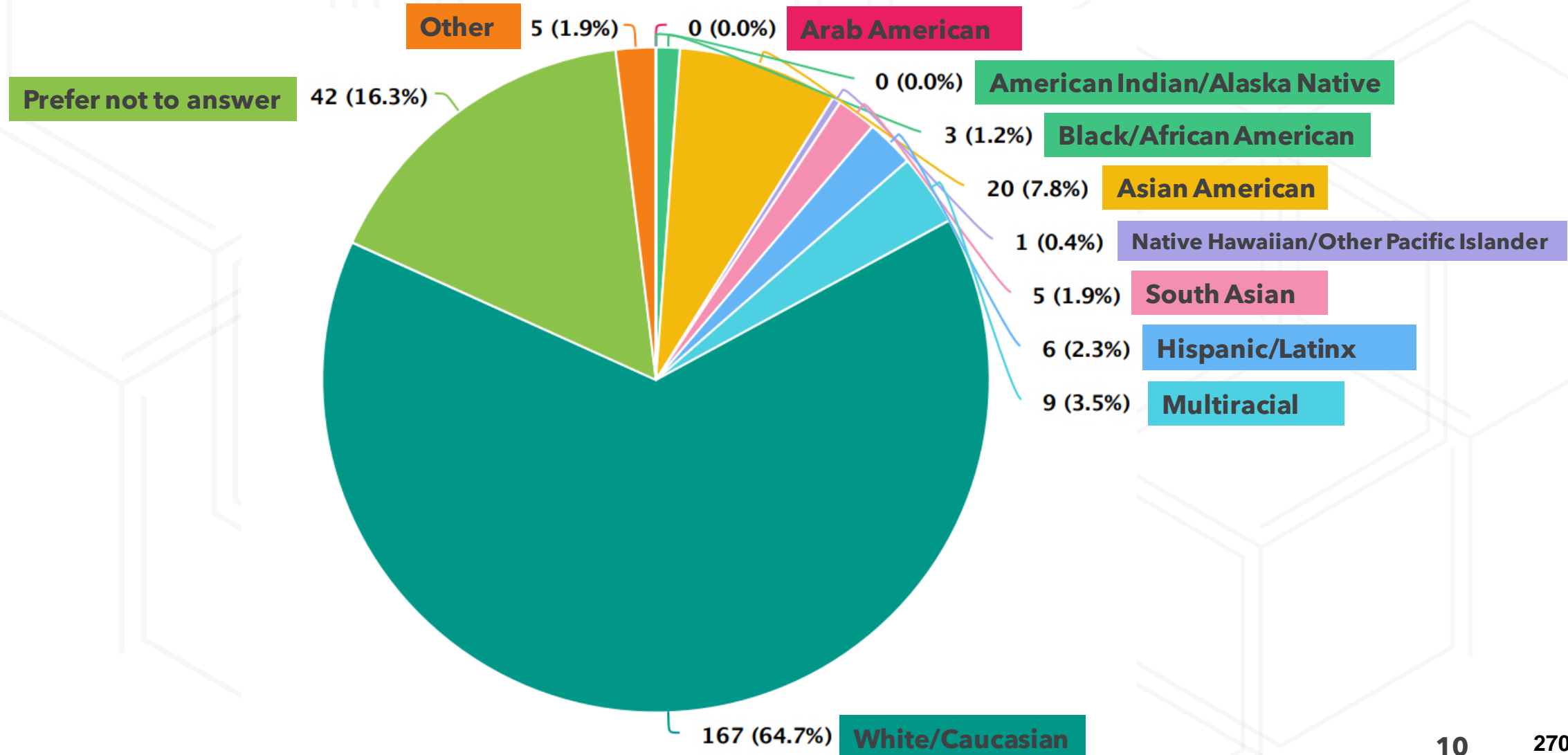
What gender do you identify with? (n=256)



In which decade were you born? (n=259)



Which of the following best describes your racial and ethnic heritage? (n=257)



Are we missing anything? Is there anything else you'd like to share with us about the draft Redmond Safety Funding Plan? (n=114)

- Support for levy (addressing growth)
- Opposition to levy (tax burden, concern about who pays)
- General suggestions to increase affordable housing
- Mixed comments about Fire Department staffing (some in support of additional staffing; others opposed)

Are we missing anything? Is there anything else you'd like to share with us about the draft Redmond Safety Funding Plan? (n=114)

- Support for funding mental health responders in general
- Some support for mental health professionals responding without police officers
- Concern about crime in Redmond and comments about feeling unsafe
- Mixed comments about Police Department staffing
- Mixed comments about body worn cameras (support for accountability, concern about efficacy)



Memorandum

Date: 7/19/2022
Meeting of: City Council

File No. AM No. 22-114
Type: New Business

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

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

N/A	N/A	N/A
-----	-----	-----

TITLE:

Approval of Pro/Con Committee Appointments

OVERVIEW STATEMENT:

When a jurisdiction places a measure on the ballot for voter approval, the jurisdiction is responsible for appointing a pro and con committee to prepare statements in favor of and in opposition to the ballot measure. Under RCW 29a.32.80 the Council is responsible for appointing members of the committees.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
King County jurisdiction requirements for ballot measures.
- **Required:**
RCW 29A.32.80
- **Council Request:**
N/A
- **Other Key Facts:**
Should the Council approve the Comprehensive Public Safety Ballot Measure to go forward to the voters, Redmond is responsible for appointing members to pro and con committees to prepare statements either for or against the ballot measure.

OUTCOMES:

The City sent out a press release (<https://www.redmond.gov/CivicAlerts.aspx?AID=975>) and social media on June 1

requesting community members who are interested to apply for either pro or con committees associated with the proposed public safety ballot measure. The deadline to apply was June 17, 2022.

Under King County jurisdictional requirements, each committee is limited to three members, but the committee can have an unlimited number of persons assist them to prepare their statements and rebuttals. Each committee must designate a spokesperson with whom King County Elections will communicate on all matters related to the local voter's pamphlet. For detailed information, please see King County's 2022 Jurisdiction Manual (<https://kingcounty.gov/~media/depts/elections/for-jurisdictions/pdfs/jurisdiction-manual.ashx>).

The City Clerk's Office has received names for both the pro and con committees. The names of volunteers for the pro and con committees are below.

Pro Committee

Tanika Padhye
Roy Captain
LouAnn Ballew

Con Committee

Rosemarie Ives
Brent Schmaltz
Lisa Tracy

Once the committee appointments are approved, the City Clerk will complete the Committee Appointment Form and relay the documentation to King County by 4:30 pm on August 2, 2022.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
A press release and social media posts were sent out on June 1, 2022, to encourage community members to volunteer for the pro and con committees.
- **Outreach Methods and Results:**
Press release and social media posts.
- **Feedback Summary:**
The City received the names of several volunteers to staff the committees as shown above.

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
N/A

Budget Priority:
Safe and Resilient

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
2/22/2022	Committee of the Whole - Public Safety and Human Services	Receive Information
3/15/2022	Committee of the Whole - Public Safety and Human Services	Receive Information
4/19/2022	Committee of the Whole - Public Safety and Human Services	Receive Information
5/10/2022	Study Session	Receive Information
6/28/2022	Study Session	Provide Direction
7/12/2022	Study Session	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The appointments to the pro and con committees need to be made before the deadline of 4:30 pm on August 2, 2022.

ANTICIPATED RESULT IF NOT APPROVED:

Should Council not appoint volunteers to the pro and con committees, then the voter's pamphlet would go forward without the pro and con statements and rebuttals.

ATTACHMENTS:

N/A



Memorandum

Date: 7/19/2022
Meeting of: City Council

File No. AM No. 22-115
Type: New Business

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

Police	Darrell Lowe	425-556-2521
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DEPARTMENT STAFF:

Police	Brian Coats	Captain
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TITLE:

Acceptance of Grant Award of \$50,000 from the Washington Auto Theft Prevention Authority for STARCHASE Pursuit Alternative

OVERVIEW STATEMENT:

Police department staff is requesting council approval to accept funding from the Washington Auto Theft Prevention Authority grant.

In mid-June 2022, the Washington Association of Sheriffs and Police Chiefs (WASPC) announced the availability of grant funding from the Washington Auto Theft Prevention Authority (WATPA) to purchase and deploy STARCHASE LLC's vehicle-mounted GPS tag and track system. This technology is designed to deter and apprehend auto theft suspects and recover stolen property without the need of a high-speed pursuit.

Fueled by a very restrictive pursuit law and lower priority of prosecuting property crimes, criminals have become more brazen. Drivers refusing to stop for the police is becoming a common occurrence. In one single day alone this Spring, three different vehicles refused to stop for Redmond officers and fled. It is generally not known at the time why drivers choose to flee but most of the time it involves a stolen car.

Auto theft is up across the region, including Redmond. From January 1, 2021, to June 28, 2021, the City had 58 reported auto thefts. During the same timeframe this year, the City had 120 reported auto thefts: a 107% increase.

Only a few select agencies were offered the opportunity to apply for this grant for pilot testing prior to WASPC's recommendation for broader use throughout the State. Police staff applied for the grant on June 15th, 2022, and on June 23rd learned the city was approved for funding in the amount of \$50,000. This grant funding will be used to purchase equipment, a GPS live tracking subscription, and on-site training. The grant award became effective July 1st, 2022 and expires on June 30th, 2023.

The City's purchasing policy mandates that grant acceptance is required by Council. WASPC required the grant funding to be approved immediately or risk losing the funding to another City. Staff accepted the award on June 27th along with a signed non-supplanting agreement. Council may refuse to accept the grant as no funding has been received.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Language specific to this pursuit alternative strategy will be incorporated into the department's policy and procedure manual.
- **Required:**
Council approval required for grant acceptance.
- **Council Request:**
N/A
- **Other Key Facts:**
The legality behind "seizing" the suspect via a GPS tracker without a warrant has been reviewed by the ACLU and City legal staff. Neither sees a problem with respect to a 4th Amendment concern if the police officer has established probable cause that a crime has occurred. Probable cause exists as soon as a suspect obviously attempts to elude following the activation of the officer's emergency lights and siren. In this scenario, police officers do not have time to apply for a search warrant, which puts the circumstance into the exigency exception.

OUTCOMES:

The City applied for the WATPA grant under the category, "Innovative enforcement programs that leverage regional partnerships to combat auto theft." Redmond will be collaborating with other grant awarded law enforcement agencies on joint training opportunities and plan to meet quarterly to share experiences and best practices. The City of Redmond, in conjunction with our law enforcement partners have set realistic and obtainable outcomes:

- Increase successful apprehension rates
- Enforce existing laws under current pursuit constraints
- Increase community, officer, suspect and passenger safety
- Create a deterrence for non-compliance by safely apprehending offenders
- Improve the condition of stolen cars returned to their owners

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Summer 2022: Procure and equip 6 patrol cars with this technology
Fall 2022: Receive training with the technology and establish policies and procedures
Winter 2022 through Spring 2023: Use technology to successfully track and apprehend auto theft suspects.
Winter 2022 through Spring 2023: Participate in quarterly meetings with partnering agencies
- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

No budget impact

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

228 Criminal Justice

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

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/19/2022	Committee of the Whole - Public Safety and Human Services	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:

The City will not accept grant funding if Council does not approve the grant.

ATTACHMENTS:

Attachment A: STARCHASE PRESENTATION

Attachment B: ACLU Statement

STARCHASE

GPS SOLUTIONS FOR PUBLIC SAFETY

REDUCE RISK. SAVE LIVES. PROTECT COMMUNITIES.

ABOUT STARCHASE



- Private Corporation - HQ in Virginia Beach, VA.
- Specialize in GPS technology solutions for Law Enforcement and Public Safety/Security sectors.
- Patented - sole source GPS solutions provided exclusively in the entire US and numerous countries around the world.
- Our team is comprised of prior L/E Officers, DoD Veterans, Certified I/T & Mechanical Engineers and former Fortune 500 professionals.

PRODUCT SUITE

GUARDIAN-VX
VEHICLE MOUNTED LAUNCHER

GUARDIAN-HX
HAND-HELD LAUNCHER

COREVIEW[®]
REAL-TIME MAPPING

APPTRAC[®]
MOBILE TRACKING APPLICATION

SLIPSTREAM[®]
VEHICLE TRACKING SYSTEM



DE-ESCALATION TOOLS



INCREASE OFFICER
SAFETY



REDUCE
RISK



REDUCE
LIABILITY



SAFE
APPREHENSION

OUR MISSION: REDUCE RISK, **SAVE LIVES**, PROTECT COMMUNITIES.



GUARDIAN-VX

VEHICLE MOUNTED LAUNCHER



VEHICLE LAUNCHER UNIT

- Rugged GPS Tag & Track System
- Dual Barrel
- GPS Tag Deployment Speed: 26 MPH (38 fps)
- Range: 18-20 Feet
- NIJ Certified – Less-lethal



OPERATOR CONSOLE

- Simple User Operation
- Audible & Visual Cues for 'eyes up operation'
- Arming Time: 15-30 seconds
- Console Fire Button
- Remote Fire - FOB
- Two GPS Tags
- System will auto-shutdown if unattended



Edited by PowerDirector



2021-03-29 11:15:10Z
AXON FLEET 2 X54107534





X – FACTOR

0
Injuries
Fatalities

10,000+
Tags
Deployed

85%+
Apprehension
Rate

2,000+
Auto-Theft
Recoveries

\$150M+
Asset
Recoveries

Data collected from case studies and individual agency-shared data (2015 to present)

X - Benefits



- De-escalate high-risk vehicle events
- Suspect speed within 10 Mph of posted limit w/in 2 minutes
- Physiological impact: less pressure/adrenalin
- Deliberate tracking: short-term, exigent circumstances
- Appropriate resource planning / coordination
- Cross-jurisdictional functionality
- Controlled environment for apprehension



AGENCY SNAPSHOT

2014 without StarChase

187 Pursuits – 98 Terminated

53% apprehension rate

2015 without StarChase

235 Pursuits – 136 Terminated

45% apprehension rate

2016- StarChase Added to Policy

301 Pursuits – 154 Terminated

90% apprehension rate

2017- StarChase Added to Policy

87 Pursuits – 49 Terminated

82% apprehension rate

**Independence, MO PD Performance Data Presented to IACP*

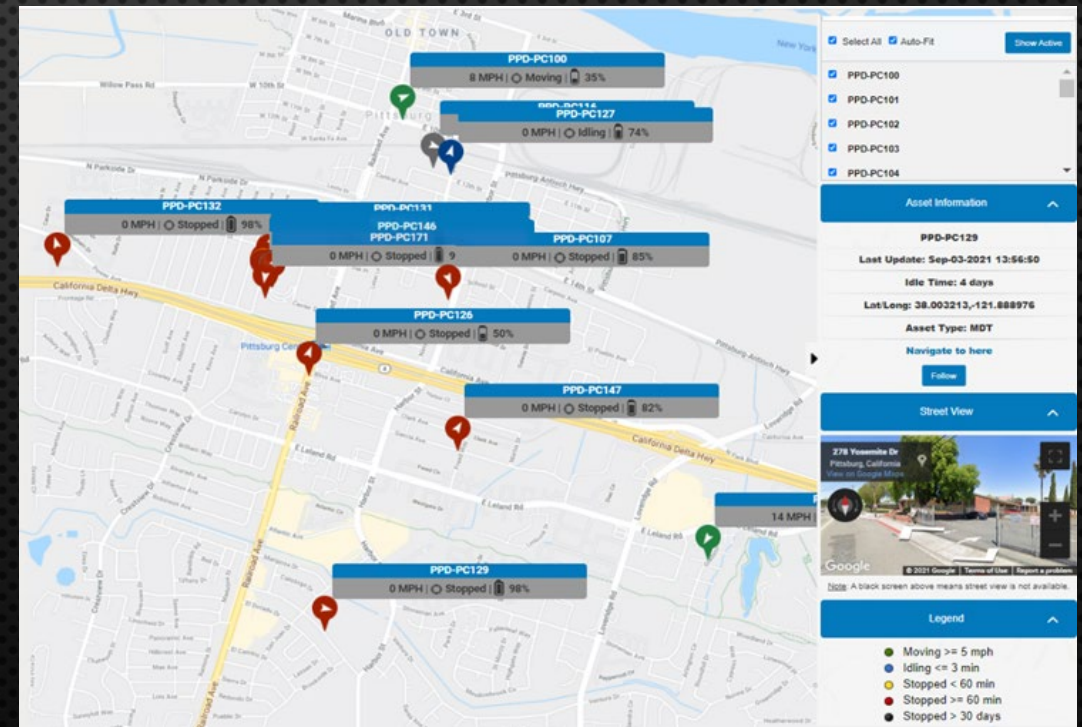


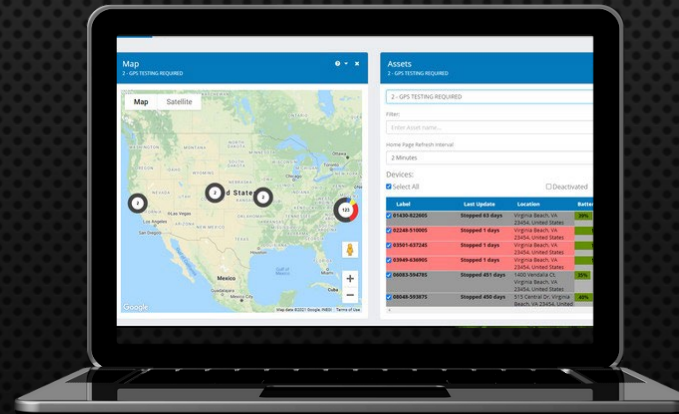
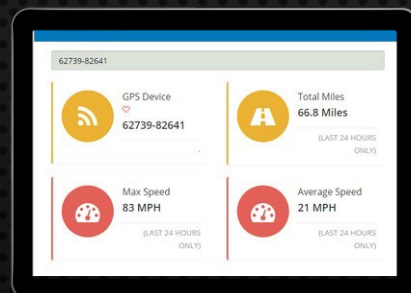
COREVIEW^{RTM}

REAL-TIME MAPPING



- Secure Login access
- See assets in single or layer views
- Real-Time with historical playback
- Court Admissible
- Layered map views such as satellite, map, street, traffic, POI, etc
- Gov Cloud Certified
- API integration available upon technical review



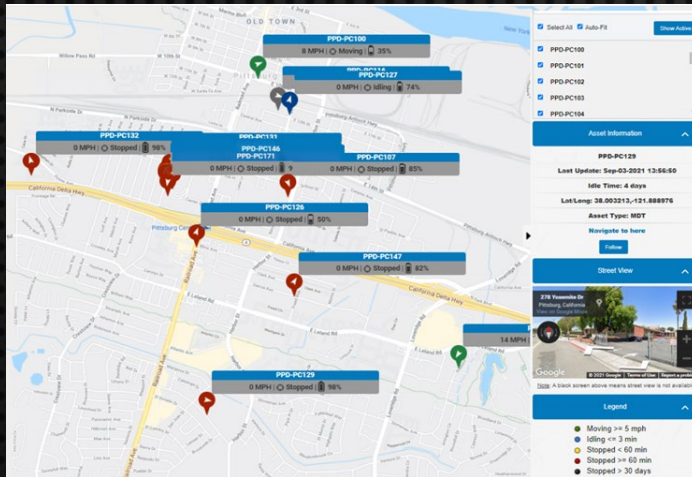


API INTEGRATION



Integrate LPR's, CAMS, SHOTSPOTTER, Other Monitored Platforms

COREVIEW^{RTM}
REAL-TIME MAPPING





GUARDIAN-HX

HAND-HELD LAUNCHER

GUARDIAN-HX

HAND-HELD LAUNCHER



Compact Portability

NIJ Certified –Less Lethal

Precision Designed



Long Battery Life

20-35 ft. Range

Familiar Footprint

GUARDIAN-HX

HAND-HELD LAUNCHER



- OPERATION: Single Shot, Nitrogen powered
- BARREL CAPACITY: 1 Tag
- WEIGHT: 7.5 lbs.
- BARREL LENGTH: 5"
- OVERALL LENGTH: 27.75"max (24.5" stock-collapse)
- WIDTH: 3"
- HEIGHT: 13"
- VELOCITY: 37 MPH (54 fps)
- RANGE: Up to 30' (angled shot up to 60')
- TRIGGER PULL FORCE: 2 LBS (electronic)
- SIGHTS: Fixed, Red Dot
- SAFETY: Manual, Left Side
- BATTERY: Rechargeable unit, quick release
- EFFECTIVE: Favorable in broad environments & extreme climates



TAG

GPS round adheres to any target vehicle surface for all stationary or moving incidents.



TRACK

Unlimited viewing access of GPS location in real time from any web enabled platform.

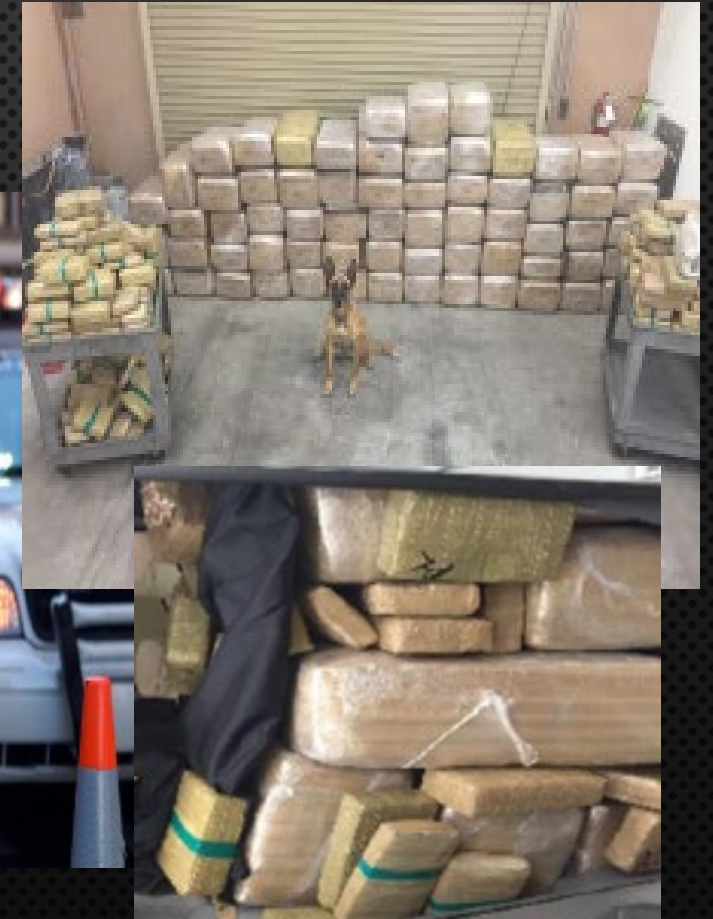


LOCATE

De-escalates critical incidents leveraging existing agency assets to execute a safe apprehension plan



- Auto Theft Recovery
- Special Operations
- Investigations
- Patrol Operations
- DUI/Security Checkpoint
- Arms & Narcotics Trafficking
- Human Trafficking & Smuggling





APPTRAC^{MTA}

MOBILE TRACKING APPLICATION



Leverage Existing Mobile Devices



Toggle “On-Duty” / “Off-Duty” for Privacy



Critical Incident Management/Visibility



Unparalleled Safety Benefits



Full Suite of Alerts and Reports



Real Time Incident Mapping with ‘pin drop’



View and Manage Your AppTrac-365 Assets via CoreView RTM

Keep track of your most important assets and improve response time

Mobile Tracking Application with multi-functional capabilities using StarChase's CoreView Real-Time Mapping Platform

- **Real-Time On-Duty Tracking**
- **Leverage existing cell phones**
- **Foot & Vehicle Based Patrol**
- **Bicycle & Cycle Patrol**
- **Task Force Visibility**
- **Coordinated Emergency Response**
- **Civil Unrest/Protest/Active Shooter**





SLIPSTREAM^{VT}

VEHICLE TRACKING SYSTEM



Vehicle Tracking Application with multi-functional capabilities using StarChase's CoreView Real-Time Mapping Platform

- 360° visibility on field assets and surroundings
- Advance Reporting & Alerts
- Detailed reporting and dashboards
- Instant messaging on critical events happening in real-time.
- Cost Effective - No additional equipment required
- Leverage existing infrastructure and equipment
- Fully Integrated complete vehicle tracking system





Twin Cities Suburban Police Battling Car Thieves with New GPS Technology

March 9, 2022

Shannon Prather, Star Tribune

Jay Stanley, a senior policy analyst with the ACLU's Speech, Privacy and Technology Project, said the technology doesn't pose a problem so long as it's used when an officer has the equivalent of probable cause of wrongdoing and does not have time to get a warrant. The tracker also needs to be removed once authorities find the stolen vehicle.

Stanley, who first gave his opinion on StarChase in 2014, said it hasn't changed in the past eight years. "I have not heard of any civil liberty issues with that technology," Stanley said.

Excerpt from 'Twin Cities Suburban Police Battling Car Thieves with New GPS Technology'

GPS Bullets' Allow Police to Shoot a Tracker Onto a Car

January 22, 2014

Jay Stanley, Senior Policy Analyst

We've started getting a few calls asking us what we think of new GPS tracking devices that police can shoot at a car that they are pursuing from a launcher mounted to the front grille of their car. The device sticks to the car, allowing the police to track the location of the vehicle until they catch up with it. I don't see any problem with this technology, assuming that it is used in the kind of way that everybody probably imagines it being used. In other words, that:

- It is used only in police chases that commence when a police officer has the equivalent of probable cause of wrongdoing (even if just fleeing a temporary detention like a traffic stop) and does not have time to get a warrant.
- The device is removed and the location tracking ends the first time the police catch up to the person they are chasing.
- The police catch up to the suspect as soon as they can (in other words, no letting them wander around for extended periods of time without pursuing them in order to learn things about them).
- Any other uses of GPS tracking technology outside the heat of a chase should require a warrant.

And on the other side of the equation, this has the potential to obviate the need for high-speed pursuits by police cars through cities and towns, which are very dangerous and kill hundreds each year, with a third or more of those fatalities being innocent bystanders.

As with all technologies, of course, its effects will be more complicated than many expect because suspects won't likely be passive but will change their behavior in response to the technology. I would imagine that quickly people being chased by the police would realize that they have no hope of escape unless they somehow get that device off their car, and will respond accordingly with whatever strategies they can create. On the other hand, fleeing police is generally a desperate and foolish thing to do, so perhaps the 'target audience' for this technology won't be thinking very clearly. In any case, that's a practical concern; as a civil liberties matter, I don't see any problem with this technology if used as expected.

Published by the ACLU (American Civil Liberties Union)



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 7/19/2022
Meeting of: City Council

File No. SPC 22-075
Type: Executive Session

To Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase [RCW 42.30.110(1)(b)] - 20 mins