City of Redmond

Redmond
WASHINGTON

Agenda

Business Meeting

Tuesday, June 2, 2026

7:00 PM

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

City Council

Mayor
Angela Birney

Councilmembers
Melissa Stuart, President
Angie Nuevacamina, Vice President
Jessica Forsythe
Vanessa Kritzer
Sayna Parsi
Vivek Prakriya
Menka Soni

REDMOND CITY COUNCIL
AGENDA SECTION TITLE REFERENCE GUIDE

Items From The Audience provides an opportunity for community members 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 **three 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. Community members 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 presented to the Council by city staff 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 community members in resolving issues with city services. The current ombudsperson is listed on the City Council webpage at www.redmond.gov/189/city-council.

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 three 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 Videos, and Minutes are available on the City's Web Site:
https://redmond.legistar.com/

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.

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

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

A. PROCLAMATION: Pride Month

Proclamation

II. ITEMS FROM THE AUDIENCE

Members of the public may address the City Council for a maximum of three minutes per person. Please use the speaker sign-up sheet located at the entry of the City Hall Council Chambers available from 6:30 - 7 p.m. on the day 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 to provide written public comment (400-word limit - please label your comment as "Items from the Audience") or for the remote comment registration form.

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: May 19, 2026, Regular Meeting and May 21, 2026, Special Meeting (recording for the regular meeting is available at Redmond.gov/rctv)

Regular Meeting Minutes for May 19, 2026
Special Meeting Minutes for May 21, 2026

2. Approval of Payroll/Direct Deposit and Claims Checks

Payroll Check Approval Register, May 22, 2026
Check Approval Register, June 2, 2026

3. **AM No. 26-082** Acceptance of the Bloomberg Philanthropies Youth Climate Action Fund Grant

Department: Executive

Attachment A: Program Charter

Legislative History

5/26/26	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council

4. **AM No. 26-083** Approval of Authorization for Acquisition of the Heidelberg Materials Property located at 18816 NE Union Hill Rd, Redmond, WA, for the Maintenance and Operations Center (MOC) - Campus Redevelopment Project from HM Pacific Northwest, Inc.

Department: Public Works / Parks and Recreation / Finance

Attachment A: Project Information Sheet
Attachment B: Additional Project Information
Attachment C: Purchase and Sale Agreement

5. **AM No. 26-084** Approval of the King County Emergency Medical Services (EMS) Advanced Life Support Services Contract (PHSKC Agreement #14835 EMS) for the 2026-2031 King County EMS Levy

Department: Fire

Attachment A: PHSKC Agreement #14835 EMS

Legislative History

5/19/26	Committee of the Whole - Public Safety and Human Services	referred to the City Council

6. **AM No. 26-085** Approval of the King County Emergency Medical Services (EMS) Basic Life Support Services and Mobile Integrated Health Services Contract (PHSKC Agreement #14807 EMS) for the 2026-2031 King County EMS Levy

Department: Fire

Attachment A: PHSKC Agreement #14807 EMS

Legislative History

5/19/26	Committee of the Whole - Public Safety and Human Services	referred to the City Council

7. **AM No. 26-086** Authorization to Execute Interagency Agreement with Washington State Department of Natural Resources (DNR) for Wildfire and Emergency Response Support

Department: Fire

Attachment A: Interagency Agreement with DNR

Legislative History

5/19/26	Committee of the Whole - Public Safety and Human Services	referred to the City Council

8. **AM No. 26-087** Authorization to Execute Fire Mobilization Interagency Agreement with the Washington State Patrol (WSP)

Department: Fire

Attachment A: Fire Mobilization Interagency Agreement

Legislative History

5/19/26	Committee of the Whole - Public Safety and Human Services	referred to the City Council

9. **AM No. 26-088** Approval of a Resolution for the Perrigo Park Turf Replacement Youth Athletic Facility Grant

a. Resolution No. 1628: A Resolution of the City Council of the City of Redmond, Washington, Authorizing the Mayor to Legally Bind the City With Respect to the Perrigo Park Turf Replacement Project for Which the City Seeks Grant Funding Assistance Managed Through the Recreation and Conservation Office

Department: Parks and Recreation

Attachment A: RCO Applicant Authorization Resolution
Attachment B: RCO Sample Project Agreement

Legislative History

5/26/26	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council

10. **AM No. 26-089** Adoption of a Resolution Rejecting the Proposed Land Use Map and Zoning Map Amendments for 6900 188th Ave NE and Referring Policy Questions to the SB 6026 Work Program

a. Resolution No. 1629: A Resolution of the City Council of the City of Redmond, Washington, Denying a Proposal to Amend the Redmond Comprehensive Plan Land Use Map and Zoning Map that Was Included as Part of the

2025-26 Annual Docket of Comprehensive Plan Amendments and Referring the Associated Policy Issues to the Planning Commission for Further Study as Part of a Future Work Program

Department: Planning and Community Development

Attachment A: Planning Commission Report and Recommendation
Attachment B: Planning Commission Report Appendices
Attachment C: Council Issues Matrix
Attachment D: Resolution to Deny Comp Plan Amendment

Legislative History

3/3/26	Committee of the Whole - Planning and Public Works	referred to the City Council Study Session
4/28/26	City Council	referred to the Committee of the Whole - Planning and Public Works
5/5/26	Committee of the Whole - Planning and Public Works	referred to the City Council

11. **AM No. 26-090** Approval of the 2025 Legislative Conformance, Business Improvement, and Fences Zoning Code Amendments

a. Ordinance No. 3261: An Ordinance of the City of Redmond, Washington, Amending Title 21 of the Redmond Municipal Code, known as the Redmond Zoning Code, Addressing 2025 State Legislation, Conducting Miscellaneous Clean-Up, Improving Business Use of Regulations, Clarifying Fence and Retaining Wall Regulations, Providing for Severability, and Establishing an Effective Date

Department: Planning and Community Development

Attachment A: Ordinance
Attachment B: Ordinance Exhibits 1-15
Attachment C: Planning Commission Report
Attachment D: Community Feedback Summary
Attachment E: Issues Matrix

Legislative History

4/7/26	Committee of the Whole - Planning and Public Works	referred to the City Council Study Session

4/28/26	City Council	referred to the City Council
5/19/26	Committee of the Whole - Public Safety and Human Services	referred to the City Council

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

Members of the public may address the City Council for a maximum of three minutes per person. Please use the speaker sign-up sheet located at the entry of the City Hall Council Chambers available from 6:30 - 7 p.m. on the day 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 to provide written public comment (400-word limit - please label your comment as "Public Hearing") or for the remote comment registration form.

1. **AM No. 26-091** Public Hearing for an Interim Official Control Regulating Commercial Drone Land Uses

Department: Planning and Community Development

Attachment A: Presentation

B. Reports

1. Staff Reports

2. Ombudsperson Report

May: Councilmember Forsythe
June: Councilmember Soni

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

A. **AM No. 26-092** Approval of Progressive Design-Build (PDB) Contract Amendment No. 1 with Lease Crutcher Lewis WA, LLC of Seattle, Washington, for the Maintenance and Operations Center (MOC) - Campus Redevelopment Project

Department: Public Works / Parks and Recreation

Attachment A: Project Information Sheet
Attachment B: Additional Project Information
Attachment C: PDB Contract MOC Project Contract Amendment No. 1

Legislative History

5/26/26	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT

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

Memorandum

Date: 6/2/2026
Meeting of: City Council Day

File No. SPC 26-051
Type: Special Orders of the

PROCLAMATION: Pride Month

Redmond
WASHINGTON

Connected Community
Enhanced Livability
Environmental Sustainability

PROCLAMATION

WHEREAS, the City of Redmond values diversity, equity, and inclusion, and recognizes that Lesbian, Gay, Bi, Trans, Queer, Intersex, Asexual and other sexual and gender minority (LGBTQIA+) residents, employees, students, families, business owners, and community leaders help shape a stronger and more vibrant city; and

WHEREAS, Pride Month traces its roots to 1969 and the Stonewall Uprising, a pivotal moment that was led by Marsha P Johnson and Sylvia Rivera and helped ignite the LGBTQIA+ rights movement, as well as inspired generations of advocates working toward visibility, equal treatment, and civil rights for all; and

WHEREAS, Redmond strives to foster a community where every person is treated with dignity and respect, regardless of sexual orientation, gender identity, or gender expression; and

WHEREAS, local organizations, advocates, and community members continue to create welcoming spaces for connection, celebration, education, and support throughout Redmond and the Eastside; and

WHEREAS, events and other community-led initiatives in Redmond and the Eastside provide opportunities to celebrate authenticity, build understanding, and strengthen community bonds among residents of all backgrounds; and

WHEREAS, the City of Redmond acknowledges that members of the LGBTQIA+ community continue to face barriers and discrimination, and reaffirms its commitment to advancing safety, belonging, and equal opportunity for all; and

WHEREAS, Pride Month serves both as a celebration of the contributions and resilience of LGBTQIA+ communities and as a reminder of the ongoing work needed to ensure equity and inclusion in every part of society.

NOW, THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, do hereby proclaim June 2026 as

Pride Month

in the City of Redmond and encourage all residents to join in celebrating the LGBTQIA+ community and reaffirming Redmond's commitment to inclusion and belonging for all.



Angela Birney
June 2026

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

Memorandum

Date: 6/2/2026
Meeting of: City Council

File No. SPC 26-053
Type: Minutes

Approval of the Minutes: May 19, 2026, Regular Meeting and May 21, 2026, Special Meeting (recording for the regular meeting is available at Redmond.gov/rctv)

CALL TO ORDER

A Regular Meeting of the Redmond City Council was called to order by Mayor Birney at 7 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Forsythe, Kritzer, Nuevacamina, Parsi, Prakriya, Soni and Stuart

Absent: None

ITEMS FROM THE AUDIENCE

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

- Paul Edward Morris – Public access defibrillators;[1]
- Guillermo Rivera – support for Renter's Bill of Rights;
- Kraig Peck – support for Redmond Renter's Bill of Rights;
- Lam Ho – support for the Renter's Bill of Rights;
- Yuan Ting – support for Redmond Renter's Bill of Rights;
- Whoudia Sow – rental protections and housing instability;
- Bill King – support for Renter's Bill of Rights;
- Jesson Mata – Lifetime permitting at prior Fred Meyer property and inclusivity;
- Peyton Stever – renter's rights, and local initiatives;
- Owen Knight – support of Renter's Bill of Rights;
- Susan Cozzens – rental fees;
- Scott Aldridge – support for Redmond Renter's Bill of Rights;
- Beverly Marcus – support for Redmond Renter's Bill of Rights;
- Wolfe Adriatico – Old Firehouse Teen Center;
- Erin Hamilton – mental health related budget items, the new MHP position, and the Old Firehouse Teen Center;
- Eugenio Vidales – support for Renter's Bill of Rights;
- Nicholas Montgomery – support for Renter's Bill of Rights;
- Kate Sprague – support for Redmond Renter's Bill of Rights;

[1] A Point of Order was made stating that all public comments need to be directed to the Council

DRAFT

- Jackie Kimzey – support for Redmond Renter's Bill of Rights;
- Sambath Eat – support for Redmond Renter's Bill of Rights;
- David Morton – recycled water, graywater reuse, and integrated governance;
- Linda Seltzer – demolition of apartments in Redmond, renter's rights, and zoning;
- Michele Thomas – support for Redmond Renter's Bill of Rights; and
- Max Ruhlman – Old Firehouse Teen Center.

CONSENT AGENDA

MOTION: Councilmember Stuart moved to approve the Consent Agenda. The motion was seconded by Councilmember Prakriya.

VOTE: The motion to approve the Consent Agenda passed without objection (7-0).

1. Approval of the Minutes: May 5, 2026, Regular Meeting, and May 12, 2026, Special Meeting

2. Approval of Payroll/Direct Deposit and Claims Checks

#203892 through #203899
#1975 and #1976

$16,607.61

#189090 through #189120
#203900 through #204691
#1973 through #1974 and #1977 through #1979

$4,978,513.10

#18330 through #18618

$1,355,840.70

3. AM No. 26-072: Approval of the Final Contract with Johansen Construction Company, in a Final Contract Amount of $5,711,889 and Acceptance of Construction for the Redmond Central Connector Phase 3 Project

DRAFT

4. AM No. 26-073: Approval of the Final Contract with Road Construction Northwest and Acceptance of Construction for the 152nd Street Improvements Project, in the Amount of $6,608,175.98

5. AM No. 26-074: Approval of Amendment to the Landau Associates, Inc. On-Call Contract to Provide Hydrogeological Support, in the Amount of $300,000

6. AM No. 26-075: Award of Construction Contract to Lakeside Industries, in the Amount of $682,941, and Approval of a Consultant Services Agreement Supplement with David Evans and Associates, for the Pavement Management - 154th Ave NE (Redmond Way to NE 85th St.) Project

7. AM No. 26-076: Approval of 2026 Aerial Photography, Lidar, and Supplementals, Through the eGovCity Alliance, in the Amount of $94,764

8. AM No. 26-077: Approval of UKG Pro and Microsoft Dynamics 365 Finance & Operations (D365 F&O) - Bidirectional Integrations

9. AM No. 26-078: Approval of the Eastside Public Safety Communications Agency (EPSCA) Amended Interlocal Agreement (ILA)

10. AM No. 26-079: Adoption of an Ordinance Executing the Olympic Pipeline Franchise Agreement

    a. Ordinance No. 3260: An Ordinance of the City of Redmond, Washington, Granting Olympic Pipe Line Company LLC, a Delaware Limited Liability Company, its Successors and Assigns a Nonexclusive Franchise to Construct, Operate, Maintain, Remove, Replace, and Repair Pipeline Facilities, Together with Equipment and Appurtenances Thereto, for the Transportation of Petroleum Products within and Through the Franchise Area of the City of Redmond, Providing for Severability and Establishing an Effective Date

Mayor Birney read the ordinance title into the record.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

HEARINGS AND REPORTS

Staff Reports

a. AM No. 26-080: World Cup Planning Update: All Programs and Activities

Seraphie Allen, Deputy Director of Planning and Community Development, Nathan Hupp, Emergency Preparedness Manager, Brian Coats, Deputy Police Chief, Zach Houvener, Deputy Director of Equity and Strategic Services, Brandon Buehler, Acting Deputy Director of Mobility and Infrastructure, Kelly Schutz, Communications Manager, and Haritha Narra, Deputy Director of Finance, provided a report to the Council and responded to Councilmember questions.

b. AM No. 26-081: First Quarter 2026 Financial Report

Haritha Narra, Deputy Director of Finance, provided a report to the Council and responded to Councilmember questions.

Ombudsperson Reports:

Councilmember Forsythe reported receiving resident contacts regarding: proclamation for Jewish Heritage Month; request for public records for hazardous materials from the Old Firehouse Teen Center; renter code updates; senior care and recovery; Recology pricing; energy usage; rising attacks on trans community; and automatic license plate reader data.

Councilmember Kritzer reported receiving resident contacts regarding: renter protection issues; Recology transition; and support for trans community.

Councilmember Soni reported receiving resident contacts regarding: noise ordinance; mental health; small business opening; ribbon cutting in Redmond Town Center; metro bus stand issues; attending Welcoming in Action Community Centered Approaches, hosted by Eastside for All; and support for being a safe, welcoming, and inclusive community.

Councilmember Parsi reported receiving resident contacts regarding: noise ordinance; Pride Across the Bridge; hate crime issues; and grants for non-profits.

Councilmember Prakriya reported receiving resident contacts regarding: tenant protections; lot size; trans community concerns; and support for the trans community.

Councilmember Nuevacamina reported regarding the recent University of Washington tragedy, trans community safety, and inclusivity in Redmond.

Councilmember Stuart reported regarding: upcoming Council Conversations at Idylwood Park; public hearing regarding temporary regulations for drone delivery; and community engagement for the budget process.

Committee Reports:

Councilmember Prakriya provided a committee report:

- Sound Cities Association Public Issues Committee; and
- Tenant Protections Subcommittee.

Councilmember Forsythe provided a committee report:

- Disability Board;
- Eastrail Planning Co-Chair Meeting; and
- Eastrail Event.

Councilmember Kritzer provided a committee report:

- Finance, Administration, and Communications Committee of the Whole.

Councilmember Soni provided a committee report:

- Eastside Transportation Partnership; and
- OneRedmond Foundation Board Meeting.

Councilmember Stuart provided a committee report:

- Regional Water Quality Committee; and
- Sound Cities Association Public Issues Committee.

Mayor Birney spoke regarding meeting with Congresswoman DelBene and Senator Murray and working with Mayors and CEOs for Housing Investment on a federal housing bill.

DRAFT

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

EXECUTIVE SESSION:

A. Potential Litigation [RCW 42.30.110(1)(i)] - 30 minutes

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

Mayor Birney announced the Council will now leave the business meeting and go into two Executive Sessions for Potential Litigation and To Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase. Per state law, public attendance is not allowed during the Executive Sessions.

Following the end of the Executive Sessions, the Council will reconvene in open session and action might be taken at that time for the Executive Session To Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase.

The Executive Sessions convened at 9:30 p.m. following a 5-minute break. The Executive Sessions ended at 10:20 p.m.

MOTION: Councilmember Stuart moved to authorize Mayor Birney to sign an Approval Notice for the purchase of property, to be transmitted by May 22, 2026 and for her approval to release the second $500,000 earnest money deposit to continue the process for closing the purchase of real property for the new Municipal Operations[2] site, and to place this matter on the June 2, 2026 Council consent agenda and to authorize the purchase of the Heidelberg property, located at 18816 Union Hill Road, in Redmond. The motion was seconded by Councilmember Nuevacamina.

[2] Clerk's note: Maintenance and Operations Center (MOC)

VOTE: The motion passed without objection. (7 – 0)

ADJOURNMENT

There being no further business to come before the Council, the regular meeting adjourned at 10:25 p.m.

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: June 2, 2026

DRAFT

CALL TO ORDER

A Special Meeting of the Redmond City Council was held on May 21, 2026, commencing at 5 p.m. The meeting was held at Idylwood Park Picnic Shelter: 3650 West Lake Sammamish Parkway NE, Redmond, WA 98052.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Forsythe, Kritzer, Nuevacamina, Parsi, Prakriya, Soni and Stuart

Absent: None

COUNCIL CONVERSATIONS

Councilmembers met community members to discuss topics of interest.

ADJOURNMENT

The Special Meeting adjourned at 7 p.m.

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: June 2, 2026

DRAFT

15670 NE 85th Street
Redmond, WA

City of Redmond

Memorandum

Date: 6/2/2026
Meeting of: City Council

File No. SPC 26-054
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

Docusign Envelope ID: E0BACF2E-C0C2-8721-80AF-061C020E362C

City of Redmond
Payroll Check Approval Register
Pay period: 5/1 - 5/15/2026
Check Date: 05/22/2026

Check Total:	$	26,582.13
Direct Deposit Total:	$	3,065,899.98
Wires & Electronic Funds Transfers:	**$**	**1,830,226.24**
Grand Total:	$	4,922,708.35

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	**189122**	through	**189138**	,
Direct deposits numbered	**204694**	through	**205509**	, and
Electronic Fund transfers	**1980**	through	**1984**	

are approved for payment in the amount of **$4,922,708.35**
on this **22nd day of May 2026.**

Note:

City of Redmond
Payroll Final Check List
Pay period: 5/1 - 5/15/2026
Check Date: 05/22/2026

Total Checks and Direct deposit:	$	4,352,188.15
Wire Wilmington Trust RICS (MEBT):	**$**	**570,520.20**
Grand Total:	$	4,922,708.35

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.

Signed by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

Docusign Envelope ID: C4CD7349-1410-891C-83EB-5F9CBA44CFD3

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

Signed by:
KELLEY COCHRAN
706AE71EFDB1430...

Kelley Cochran, 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 18619 through 18845, and WIRE and ACH Transfers are approved for payment in the amount of $1,087,362.74 this 2nd day of June 2026.

Memorandum

Date: 6/2/2026
Meeting of: City Council

File No. AM No. 26-082
Type: Consent Item

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

Executive	Zach Houvener	425-655-9820

DEPARTMENT STAFF:

Executive	Micah Bonkowski	Sustainability Program Administrator
Executive	Jenny Lybeck	Sustainability Manager

TITLE:
Acceptance of the Bloomberg Philanthropies Youth Climate Action Fund Grant

OVERVIEW STATEMENT:
The City of Redmond has been awarded a Youth Climate Action Fund grant in the amount of $50,000 from Bloomberg Philanthropies. This grant will fund 10-50 mini-grants to youth 15-24 to complete projects in the City that advance sustainability or resilience. The grant equips cities to surface new ideas from young people, support them through small grants, and build city capacity to engage young people in advancing local climate priorities. The grant program includes technical assistance from Bloomberg Philanthropies, and peer learning from other participating cities. Completion of the program qualifies the City for consideration of another $50,000 grant in 2027.

Approval of this item authorizes the Mayor to execute the $50,000 Youth Climate Action Fund grant agreement with Bloomberg Philanthropies and/or Rockefeller Philanthropy Advisors.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Community Strategic Plan, Environmental Sustainability Action Plan (ESAP), Climate Vulnerability Assessment, Climate Emergency Declaration
- **Required:**
  The City Council must approve grant acceptance.

- **Council Request:**
  N/A
- **Other Key Facts:**
  The grant commits the City to an aggressive timeline, with a mini-grant solicitation anticipated in late summer and mini-grant awards disbursed by November 2026.

OUTCOMES:
Work completed under this grant will support multiple ESAP actions depending upon the projects submitted and selected for mini-grant funding. This project will increase engagement with community youth around climate and resilience.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  The Youth Climate Action Fund grant requires ongoing community engagement, and requires awardees meet critical milestones.
  - July 15-September 4: Call for applications open
  - September: Application review
  - October: Application awards
  - April 2027: Project close out
- **Outreach Methods and Results:**
  Robust outreach will be an integral part of this project, including partnerships with multidisciplinary non-profit and community-based organizations.
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
$50,000

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

Budget Offer Number:
000220

Budget Priority:
Healthy and Sustainable

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

Funding source(s):
Grant Funds

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/26/2026	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
The work funded through the grant must be complete by April 15, 2027.

ANTICIPATED RESULT IF NOT APPROVED:
The City will not accept grant funding if Council does not approve the grant.

ATTACHMENTS:
Attachment A: Funding Program Charter

Youth Climate Action Fund

Program Charter

Round 1: 2026-27

“Climate change is an all-hands-on-deck challenge, and it’s critical that young people—who have the most at stake—help lead the way.”

— Michael R. Bloomberg, UN Special Envoy on Climate Ambition and Solutions

Welcome

Welcome to the Youth Climate Action Fund.

You are joining a global cohort of 300 cities working to strengthen how cities partner with young people to develop local climate solutions. Together, you will engage more than 300,000 young people aged 15 to 24 across the program to put these ideas into action in your community.

The program equips cities to surface new ideas from young people, support them through small grants, and build their capacity to engage young people in advancing local climate priorities.

To do so, the Youth Climate Action Fund team, including your city's coach, will support you with practical tools, advice, and opportunities to learn from other cities in the cohort.

This document is your starting point. It outlines the program and provides practical guidance to help you make it a success in your city.

How to Use This Charter

This document provides an overview of the full program, including key requirements, timelines, and resources. You are not expected to absorb or act on everything at once.

The program is designed to be delivered in phases, with dedicated coaching support, practical tools, and step-by-step guidance along the way. Each section of this charter will become relevant as you move through the program.

For now, focus on the First Steps section, which outlines what you need to get started.

The Youth Climate Action Fund is established and supported by Bloomberg Philanthropies and delivered in partnership with the Bloomberg Center for Public Innovation (BCPI) at Johns Hopkins University, C40 Cities Climate Leadership Group, and United Cities and Local Governments (UCLG) as a fiscally sponsored project of Rockefeller Philanthropy Advisors (RPA).

The development of the program and this charter have benefited from the evaluation research by the Good Services Lab, Bloomberg Center for Cities at Harvard University.

Section 2

First Steps

We provide checklists for each phase of the program to support your work at every step. Start with the following:

	Understand the Program Start by getting oriented. Read this Program Charter to understand the program's goals, expectations, and key milestones. Note any questions to raise with the program team in the upcoming events or by email.
	Confirm and Set Up Your Participation These steps enable your city to receive funding. Submit required financial and administrative documentation through the City Intake Form, including signing this charter on page 5. Note that final grant awards are subject to review and approval by Rockefeller Philanthropy Advisors.
	Build Your Team Put the right people and structures in place. Identify your core team, including a City Lead and at least one additional team member. Engage key collaborators across departments (e.g. contracting, data, evaluation).
	Plan Ahead Set yourself up for a smooth start. Add key dates to your calendar, including the program kick-off, and ensure the mayor is invited. Prepare your communications, but do not announce participation before April 29, 2026. See Appendix B on page 20 for guidance.

Questions? Contact the program team at info@youthclimateactionfund.org or visit [website]. Key materials are linked in the Resources section at the end of this document.

Section 3

Program in Brief

The Youth Climate Action Fund aims to:

- Equip cities to partner with youth in developing and implementing solutions to local climate challenges
- Create pathways for youth ideas to move from input to implementation, aligned with city priorities
- Build lasting city capacity and structures to engage with youth
- Increase trust between cities and young residents through visible collaboration and results

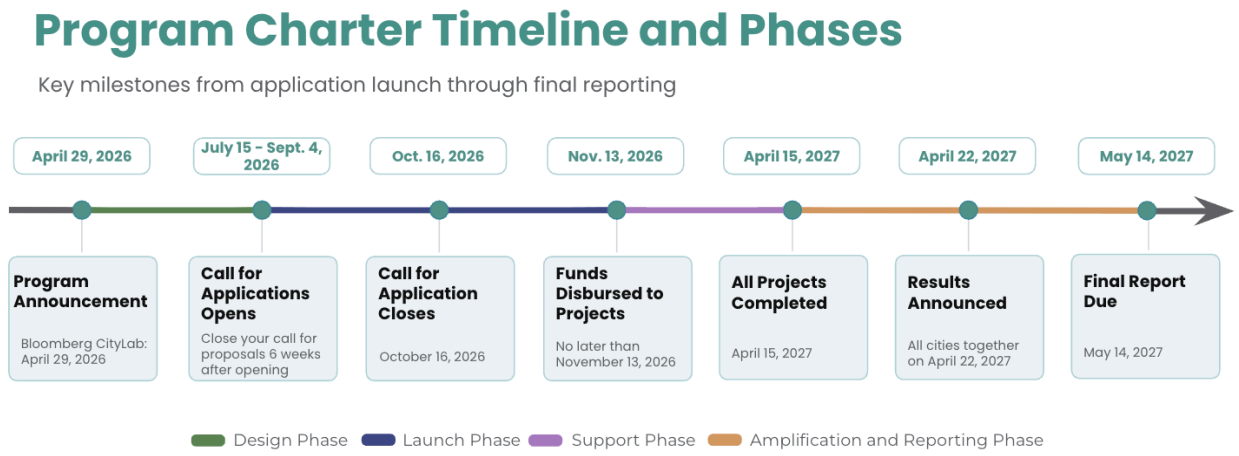
The program is structured in two rounds. Cities that demonstrate strong performance and meet program requirements may be selected to participate in Round 2, with additional funding to continue and build on their work.

Round 1 at a Glance

Participating Cities	300 cities across six continents
Funding per city	US$50,000 per city
Grants to projects *(we call them microgrants)*	US$1,000–US$5,000 per project
Number of projects per city	8-50 youth-led climate projects
Participating youth	15–24 years old
Program Period	April 2026–May 2027

Program Phases and Key Deadlines

The program is structured in five phases: Design, Launch, Support, Amplify and Report. The Youth Climate Action Team, including your city coach, will support you in planning and implementing each phase.



What We Provide

- **Funding:** A grant of US$50,000 to support local youth-led climate projects with US$1,000–US$5,000 microgrants. Up to US$10,000 may be used for the city's administrative costs.
- **Coaching:** Dedicated support from an experienced coach who will work with your city throughout the program, including regular one-on-one meetings, to discuss progress, troubleshoot challenges, and prepare for key milestones.
- **Learning opportunities:** Online events and training sessions to help you meet program requirements and learn from experts and your colleagues around the world.
- **Templates and Guidelines:** A resource library with examples from other cities as well as templates for communication, project selection, co-design, and project support.

What We Expect from Participating Cities

- **Accountability:** Cities are responsible for delivering the program in line with this charter and the grant agreement. This includes transparent project selection, appropriate use of funds for charitable purposes, meaningful youth involvement and leadership (not substituting for paid labor or being directed by local government), active participation in program activities, and timely, accurate reporting.
- **Mayoral Leadership:** Active participation of the mayor and city leadership, like promoting the open call on social media or interviews, attending or hosting events, joining design sessions, visiting schools and projects, and collaborating with the youth council.

- **Program Team:** A team including at least one City Lead and one supporting staff member. The most effective teams bring together perspectives from multiple city departments and may even include a young person or community partners.
- **Open Call:** A public application process for youth-led climate projects aligned with your city's Climate Action Plan.
- **Co-Design:** At least one design or co-creation session with young people and city staff to share your city's climate priorities and support potential applicants in developing project ideas.
- **Review:** Meeting with your coach for eligibility review prior to your project selection.
- **Disbursement:** Funding of a minimum of US$40,000 as US$1,000–US$5,000 microgrants to local youth-led climate projects, spread across a minimum of eight projects.
- **Mayor's Event:** At least one event for the grantees to meet with the mayor.
- **Participation:** Program team's attendance of minimum 80% of program webinars, regular meetings with your coach and timely responses to program outreach.
- **Updates:** Surveys and reports to mark progress and support program execution.
- **Communication:** Announcement of project results on Earth Day (Thursday, April 22, 2027).

Program Charter Acknowledgement and Agreement

By signing below, I confirm that our city is enthusiastic about pursuing this grant opportunity and looks forward to engaging in the process while understanding that the award of any grant agreement is solely at the discretion of Rockefeller Philanthropy Advisors and is contingent upon the city's timely submission of all required documentation. Further, I confirm that if awarded a grant, our city agrees to abide by the requirements within this Program Charter.

Name: _____

Title: _____

City: _____

Signature: _____

Date: _____

What is a Microgrant Project?

Before moving into the program phases, this section outlines the structure and requirements of the microgrants, which are at the core of the program.

Microgrants are small grants (US$1,000–US$5,000) that support youth-led climate projects aligned with your city's priorities. They are designed to surface new ideas from young people and enable them to take action in their communities.

A microgrant project must:

- be proposed, designed, and led by at least two young people aged 15–24
- align with your city's climate priorities
- be completed by Thursday, April 15, 2027
- operate within a budget of US$1,000–US$5,000 using eligible expenses (see Appendix)
- focus on youth leadership and action; equipment and infrastructure costs should not exceed 50% of the project budget

Here are some examples of the types of eligible projects:

- Climate education and awareness, like courses, experiences, or the arts
- Research and data collection, like mapping environmental health
- Resilience and adaptation, such as addressing water quality or heatwaves
- Green Infrastructure, reforestation, and environmental protection, like creating parks, community gardens, or green roofs for community buildings
- Sustainable agriculture and food systems, like urban farms that would enrich community access to fresh food
- Promotion and advancement of circular economy, like sustainable fashion or rethinking the use of discarded materials
- Sustainable waste management, like sorting, collection, or cleaning
- Sustainable transportation, like encouraging walking, cycling, and using public transportation
- Climate governance, like youth councils or consultation of youth for public decisions

Each project must include:

- at least one output (a direct deliverable, such as number of events held)
- at least one outcome (the result of those activities)
- a numerical target for both

An 'output' is a direct deliverable or measurable result of activities (like 'number of clean-up events held'), and an 'outcome' is what happens because of those activities. Both need to have a numerical target. A project description template will be available in the Resource library.

Example Project (what happens in the project)	Example Output (what are the project activities)	Example Outcome (what happens as a result of those activities)
Organize a series of city park clean-ups	Number of youth-led clean-up events	Number of bags of trash picked up
Start a newsletter on city meetings related to climate	Number of youth registered for the newsletter	Number of youth attending public city government meetings
Create and distribute home rain garden kits at school	Number of rain garden kits distributed	Number of rain gardens planted
Start a collaboration to turn food waste into fertilizer pellets	Number of fertilizer pellets created	Number of pounds of food waste repurposed

Who Can Receive a Microgrant?

Projects are led by young people, but funds must be disbursed to organizations. Eligible recipients include:

- Youth-led organizations (e.g. youth clubs or groups)
- Youth-serving organizations (adult-led organizations supporting young people)
- Sponsor organizations, such as city agencies, schools or other educational institutions, museums, or community organizations

Private companies, individuals or political parties or party-affiliated organizations are not eligible.

All organizations must:

- Be legally registered entities
- Be recognized as a non-profit or charitable organization under local laws (unless a public entity)
- Have a bank account in the organization's name

For compliance purposes:

- The city unit managing the program cannot act as a sponsor for a project
- Sponsors cannot be partisan organizations or political parties
- Microgrant recipients cannot be the subject of any applicable sanctions regime

How Do You Select Microgrant Projects?

Projects must be sourced through an open call and selected by an independent selection committee. The city lead is responsible for doing the eligibility review with the coach but should not be a member of the selection committee. The selection committee should consist of at least three people, including members of your city's team as well as external advisors who bring additional expertise on working with youth and climate action. Selection committee members should not be directly affiliated with potential grantees or projects, to avoid conflicts of interest.

Selection requirements:

- Each microgrant must fund a distinct youth-led climate project.
- A single organization may receive up to three microgrants for separate projects.
- Selected projects should cover a range of climate themes; funds should not be concentrated in a single theme or type of intervention.
- Cities must award between 8 and 50 microgrants and should aim to receive at least twice as many applications as funded projects.

What Other Costs Are Covered?

You can use up to 20% of your US$50,000 grant (i.e. US$10,000) to cover administrative costs related to program execution. Cities may also choose to cover these costs separately to allocate the full amount to microgrants.

If your city uses $10,000 for admin costs:		If your city covers all admin costs:	
Min. projects ($5,000 grants)	Max. projects ($1,000 grants)	Min. projects ($5,000 grants)	Max. projects ($1,000 grants)
8	40	10	50

Eligible administrative expenses include:

- City staff (salaries and other compensation): Staff compensation for program administration; stipends for reviewing and evaluating project proposals.
- Events and communication: Costs associated with the organization and promotion of an Open Call; organizing informational and celebratory events for youth microgrant recipients; stakeholder and youth engagement activities, including forums and feedback sessions.
- Fees: Consulting and service fees related to program delivery.

Section 4

This section outlines how to implement each phase of the program. You will be supported throughout the process by your city's coach, program webinars, and resources on the program website.

Phase One: Design

One of the goals of the Youth Climate Action Fund is to build deeper trust and collaboration between local governments and young people. A well-planned open call is essential to achieving this trust. The steps below outline how to prepare before launching your call, with support from your coach, program webinars, and the open call planning template available on the program website.

	Download the open call planning template.
	Add the May and June webinars to your calendar.
	Schedule the first meeting with your city's coach.
	Read your city's Climate Action Plan and discuss with your team, which two to four themes you want to focus on. Use the insights from program webinars and from your coach, the template's questions, and the examples on the program website to consider how you communicate your priorities to youth in a concrete and engaging manner.
	Use the microgrant application template to develop an application that clearly outlines your city's climate themes and the criteria for selecting projects. Be clear and specific about how to apply, what format the proposal should take, when it is due, eligibility requirements, and who will make the decisions and when. Please make sure that you include the required fields from the template application. Test the application language with young people where possible.
	Talk to your colleagues to understand which youth programs or nonprofits your city already works with; who could publicize the open call, serve as mentors, or advise on the microgrant process; and which new contacts are worth establishing. *Tip: An AI tool (if your city permits use) can help enrich your initial list.*
	Talk to your colleagues about your chosen climate themes and how your

	city's experts can help young people understand the themes and develop their projects. Sharing their expertise and developing projects with youth is a great way to engage colleagues.
	Establish an independent selection committee to review proposals and select projects that meet program goals and eligibility requirements. The committee should include members of your city's team and external advisors who bring additional relevant expertise. Members must not be affiliated with any applicants or projects to avoid conflicts of interest (whether directly or indirectly, e.g., via family relationships).
	Use the template plan to define how partner organizations, city departments and other channels will support outreach and what each needs from you, including when and where you will host a design session to support youth to submit applications. *- Tip: An AI tool (if permitted) can help draft outreach texts, social media posts, and emails for partners to use.* *- Tip: Use the templates for workshops and design sessions on the website as a starting point or identify colleagues or partners who have experience from developing projects with youth.*
	Work with the mayor's scheduler or communications team to secure mayoral participation in at least one key moment during outreach.
	Set up a dedicated, easily accessible website to announce the program, advertise the open call, explain the proposal submission process, and keep young people updated on the program's status. Discuss with your city's communications team on how to announce the call on social media and the city's website.

Section 5

Phase Two: Launch

Communicating openly and actively about this opportunity is a way to build excitement and trust. The strongest projects often emerge from collaboration between young people and city staff.

	Launch your open call any time between July 15, 2026 and September 4, 2026 through your city's communication channels. You can find communication guidelines and materials at the end of this document as well as on the program website.
	Promote the call widely through events, social media, and visits to schools. This is also a key moment to engage your mayor.
	Close your call for proposals 6 weeks after it opens, and no later than Friday, October 16, 2026.
	Submit the City Open Call Report through the program website reporting portal by Friday, October 16, 2026. This enables your coach to complete an initial eligibility review of the proposals.
	Meet with your coach to review proposals before submitting them to the selection committee to make sure they meet eligibility requirements and identify projects that could use additional workshopping with the applicants.
	Meet with the selection committee and choose at least eight youth-led projects that meet the goals and eligibility requirements of the Youth Climate Action Fund.
	Inform the selected applicants and begin the process of fund disbursement.
	Disburse all funds to the selected projects before Friday, November 13, 2026.
	Complete and submit the City Disbursement Report by Friday, November 27, 2026.

Section 6

Phase Three: Support

Once projects are selected and microgrants are disbursed, your role shifts to supporting youth grantees in implementing their projects. Many participants will be doing this for the first time, and your support is critical to building confidence and trust.

	Organize at least one event for grantees with the mayor to encourage and support project implementation. An award ceremony is a great moment to bring youth and the mayor together.
	Provide instructions or training to grantees as needed, including support with financial tracking and reporting.
	Schedule regular check-ins either online or in person with the grantees; make clear you want to celebrate small wins and troubleshoot challenges together in real time. Tools like Canva or Google doc templates can help with agendas and updates. These check-ins will provide you with the information you need to update each project's status in the monthly City Pulse Check Survey.
	Select a consistent channel that works for your youth participants (text, WhatsApp, email, or social media). QR codes or contact-sharing apps can make it easier for youth connecting via mobile. If the channel you chose does not seem to work, try something else.
	Keep a simple record of attendance, notes, and feedback from each meeting; regularly collect feedback and use it to adapt your approach. Survey tools or a shared spreadsheet can provide support.
	Document key program moments with photographs and save them in a shared folder accessible to your team. Submit photographs and impactful stories to the Youth Climate Action Fund team through the reporting portal at any point during the implementation phase.
	Flag highlights or implementation challenges to your coach and in your monthly Pulse Check Survey. Your coach is available to help you navigate any challenges that arise during project implementation. Do not hesitate to reach out to your coach between scheduled meetings.

Section 7

Phase Four: Amplify

Helping your grantees tell their story is a way to show that you care and you see the value of their efforts. The projects are also an exciting and concrete way for your city to highlight its climate priorities.

	Visit projects and take photos of the achievements of youth. Invite the mayor and your other city colleagues to join you on these visits. Submit photographs through the reporting portal on the program website at any time.
	Invite youth participants to share a brief quote about their experience and amplify their stories through city or partner channels. You can also provide quote cards, captions, and short videos for the grantees to use in their channels. Submit stories through the reporting portal on the program website at any time.
	Organize a closing event for youth, partners, city leadership, community, and media. Plan a public moment where the mayor names what youth accomplished and connects it to the city's climate priorities; where possible, invite youth to present to the city council or serve as ambassadors.
	Identify at least one opportunity for continued engagement with participating youth and maintain a communication channel to keep them connected.
	Talk to your city leadership and colleagues about ways that you can strengthen young people's role in your climate governance and general city governance. The program website will have examples of lasting youth engagement that other cities have established as a result of the program.

Section 8

Phase Five: Report

Reporting plays a vital role in capturing stories and key data to celebrate youth achievements in your community and across the world. Reporting also helps to track the impact and effectiveness of the program. During your time as a participating city, we'll ask you to complete the following surveys and reports.

Report	Purpose	Due
City Intake Report	This form collects the information necessary to begin processing your Youth Climate Action Fund grant including contact information, tax information, city verification materials (such as an organizational chart and evidence of legal status), and the signed program charter indicating your understanding of this material and desire to participate in the program. You will not be able to receive funds until this report is submitted, so complete it as soon as possible.	Immediately
Youth Surveys	Assess young people's understanding of and interest in local policy and climate strategy, as well as their experience with the program. The short surveys are anonymous and optional, to protect the privacy of youth. You will receive your city's anonymized results to support your local advocacy for youth voice.	Twice, after project selection and at project completion
City Pulse Check Surveys	Brief updates on your progress between major milestones, including the number of proposals received, the types of projects proposed, and any challenges encountered.	Monthly, due by the end of the month starting May 31, 2026
City Open Call Report	Completed six weeks after the launch of your open call, this report provides the titles and descriptions of all project proposals submitted by youth so that coaches can perform an eligibility check prior to your	Due by Friday, October 16, 2026

	committee's final selection of projects. Submitting as early as possible ensures adequate time for your coach to review proposals with you and still meet the selection and disbursement deadline.	
City Disbursement Report	Carried out after project selection, this report will include key program indicators, including the number of projects awarded, detailed project descriptions, the total value of microgrant funds disbursed, the planned one output and outcome indicators per project, and the status of implementation of youth-led projects.	Due by Friday, November 27, 2026
Microgrant Report	Filled out by the organizations receiving microgrants and submitted to your city, these reports include the project's final budget, the number of youth volunteers, and measured outputs and outcomes. You will need these reports to complete your Final City Grant Report, so you should require submission at least two weeks before the final report is due.	Suggested: Friday, April 30, 2027
Final City Grant Report	Submitted at the end of the grant cycle, this report provides a comprehensive overview of program delivery. It must include a financial report comparing the approved budget to actual expenditure by line item and demonstrate that funds were used for charitable purposes in accordance with the grant agreement. The report should also detail the impact of each project, including the number of youth volunteers involved and the outputs and outcomes achieved. Include a set of photographs (with captions) for each project, as well as copies of the individual Microgrant Reports submitted to your city.	Due by Friday, May 14, 2027

About Data Collection

Throughout the program, cities will be asked to report both quantitative metrics (e.g. number of proposals, participants, and volunteers) and qualitative insights (e.g. photos, videos, and stories). This information helps demonstrate impact and support learning across the program.

Artificial Intelligence Use Disclosure

Reports, applications and other materials submitted through this program may be used to help train and improve artificial intelligence (AI) systems developed for the Youth Climate Action Fund, which can assist in grant administration, technical assistance and outcome assessment. We will remove all personally identifiable information, including names, contact details, and other data before any such use. The underlying content and insights from submissions may be retained in de-identified form to support charitable program improvement. AI tools will not make decisions regarding city funding, performance, and continuation in the program. By submitting a report, you acknowledge and consent to this use of your de-identified information.

Appendix A: Eligible and Ineligible Expenses

This appendix details which project expenses are eligible and ineligible for Youth Climate Action Fund microgrants.

Eligible Microgrant Project Expenses

- Project supplies and materials, including rental and purchase of items directly needed to carry out the project, such as equipment, tools, art supplies, or technology.
- Costs for organizing community events, workshops, or educational sessions, including venue rental, printing of materials for participants, and basic refreshments.
- Costs for any necessary permits to implement the project in accordance with local regulations.
- Reasonable ground travel expenses (such as public transit, ride shares, or taxis) for youth participants or team members directly involved in project implementation.
- Promotional materials to raise awareness about the project, encourage engagement from stakeholders and the greater community, and share project results, including photography, editorial support, and videography.
- Reasonable fees for training and mentorship offered in workshops with youth participants.
- Administrative costs that local NGOs, civic groups, neighborhood clubs, schools, or other organizations may charge for administering a microgrant on behalf of youth project leads. The costs should be no more than 15% of the microgrant value.
- Small amounts to enable youth participation such as per diems for food or gift cards if these expenses are reasonable in proportion to the activities. In no event may these expenses make up the majority of the microgrant.
- Capital investments when they do not exceed 50% of the microgrant and are an essential part of the project suggested and led by youth

Ineligible Microgrant Project Expenses

- Services/expenses covered by existing city initiatives
- Rent or utilities, unless specified above
- Nonprofit/NGO incorporation fees
- Speaker honorariums and speaker fees
- Scholarships
- Direct support to individuals or families
- Partisan political contributions or expenses

- Expenses related to political campaigns, fundraisers, or projects
- Expenses related to lobbying (attempting to influence legislation) or voter registration
- Expenses related to commercial activities
- Capital campaigns, endowments, or endowed chairs
- Payments to government officials
- Events or fundraisers not related to youth climate action
- Regranting or sub-granting to other organizations or individuals

Expense Eligibility Examples

Project Description	Eligibility	Reason
Gift cards to a local grocery store to thank youth leads for their volunteer efforts and time commitment.	Eligible	Funds to enable youth participation should be reasonable, based on the activities, and cannot exceed 50% of the microgrant.
Paying a local environmental scientist a fee to lead a hands-on soil testing workshop with youth participants over three sessions.	Eligible	Reasonable fees for training and mentorship in a workshop setting with active youth participation are covered.
Paying a fee to a keynote speaker to give a presentation at a youth climate event.	Not Eligible	Speaker honorariums and one-time speaking fees are not covered, even for climate-related events.
Producing and distributing pamphlets to support the election of a local political candidate.	Not Eligible	Funds cannot be spent to support political campaigns or partisan political organizations.
Installment of solar panels for municipal buildings, like schools.	Not eligible	Funds should be used for youth-led activities and no more than 50% of the microgrant should be directed to capital investments.

Appendix B: Storytelling and Communication

Below you'll find guidance, resources, graphics, and messaging to help your city and your mayor share and celebrate your participation with local media, on social media platforms, and with constituents.

The program and the selection of cities will be officially announced at Bloomberg CityLab on Wednesday, April 29, 2026. All communication on your city's participation in the program is strictly forbidden up to that moment. As a reminder, award of any grant is subject to approval and ultimate discretion by Rockefeller Philanthropy Advisors.

Once the official announcement has been made, you may announce your city's status as a participant in the upcoming cohort of the program. We encourage you to communicate this news on the city's and city officials' social media channels, using the following guidance and resources:

Social Media
When sharing social content, please tag the following partner handles:

- Bloomberg Philanthropies on Twitter/X, Facebook, Instagram, and LinkedIn.
- Bloomberg Center for Public Innovation at Johns Hopkins University on Twitter/X, Facebook, and LinkedIn.
- C40 Cities on Twitter/X, Facebook, and LinkedIn.
- United Cities and Local Governments on Twitter/X, Facebook, and LinkedIn.

Visual Assets
Please use the following graphic assets for social media posts and program-related web pages on your official city website:

- Logo: High resolution logos are available on the Youth Climate Action Fund website. We encourage you to include the Youth Climate Action Fund logo on relevant webpages and communications to help promote the program to young residents.

We encourage you to share your city's stories of impact and success with the Youth Climate Action Fund team, so that they can be shared with the program's funder, and other cities. With support from your coach, you can upload project updates and captioned photos to the program website at any time, outside of regular reporting.

For any questions on the communication guidance here, or for additional support, please reach out to Sam Fuld at Bloomberg Philanthropies (sam@bloomberg.org).

On the Youth Climate Action Fund website, you can also find examples and inspiration from other cities in the program.

Memorandum

Date: 6/2/2026
Meeting of: City Council

File No. AM No. 26-083
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
Finance	Kelley Cochran	425-556-2748

DEPARTMENT STAFF:

Public Works	Amy Kim	Capital Project Manager
Public Works	Eric Dawson	Engineering Supervisor
Public Works	Steve Gibbs	Capital Projects Division Manager
Public Works	Brandon Buehler	Acting Deputy Director
Finance	David Amble	Real Property Manager

TITLE:
Approval of Authorization for Acquisition of the Heidelberg Materials Property located at 18816 NE Union Hill Rd, Redmond, WA, for the Maintenance and Operations Center (MOC) - Campus Redevelopment Project from HM Pacific Northwest, Inc.

OVERVIEW STATEMENT:
Public Works is requesting approval to complete the purchase of the Heidelberg Materials Property, authorizing the acquisition at a total cost of $38,521,707.00. An earnest money payment of $1,000,000.00 has already been made and will be credited at closing.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Capital Investment Program
  Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across the City to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective

replacement.
Maintenance and Operations Center Master Plan

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

OUTCOMES:

Approving this property acquisition improves site circulation and overall layout while maintaining desired program elements, resulting in a cost-neutral to net-favorable outcome compared to building on the existing MOC site. The acquisition also remains financially advantageous, with significantly avoided costs from eliminating the structured garage and minimizing operational disruption. Consolidating operations at this site strengthens efficiency and eliminates dispersed functions, supporting uninterrupted service to the community. This effort moves the City closer to a modern, efficient operations center that supports future growth and aligns with the 2050 Comprehensive Plan.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Throughout the Validation Phase, the project team maintained structured internal communication with staff, leadership, and the City Council, including coordinated monthly or bi-monthly updates from Parks and Public Works MOC Managers and regular Council briefings through CIP Quarterly Updates and scheduled check-ins. This approach aligned with the Council's request for consistent engagement and feedback.

  With approval of the property purchase, City staff will update the communication plan in coordination with the City's Communications team to prepare public-facing information, supported by the recently launched CIP project webpage.

- **Outreach Methods and Results:**
  A CIP project webpage was recently launched by the Communications Team. Until now, outreach has focused on internal updates through departmental briefings, leadership communication, Council sessions, and CIP reporting. With approval of the property purchase, staff will coordinate with Communications to expand public-facing information and make updates available through the CIP webpage and future outreach efforts.

- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
$38,521,707.00

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

Budget Offer Number:

CIP

Budget Priority:
Vibrant and Connected

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

Funding source(s):
General Fund
Real Estate Excise Tax
Stormwater CIP
Water CIP
Wastewater CIP
Bond Issuance
Impact Fees
Solid Waste Fund
Real Property Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/25/2025	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction
4/1/2025	Business Meeting	Approve
7/15/2025	Business Meeting	Receive Information
9/2/2025	Committee of the Whole - Planning and Public Works	Provide Direction
9/16/2025	Business Meeting	Approve
1/6/2026	Committee of the Whole - Planning and Public Works	Provide Direction
1/27/2026	Study Session	Receive Information
3/3/2026	Committee of the Whole - Planning and Public Works	Receive Information
3/24/2026	Study Session	Receive Information
4/7/2026	Committee of the Whole - Planning and Public Works	Receive Information
4/21/2026	Business Meeting	Receive Information
5/5/2026	Business Meeting	Approve
5/19/2026	Business Meeting	Approve

5/26/2026	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
The PSA identifies June 23, 2026, as the required closing date. Timely Council approval is necessary to finalize closing preparation and meet this contractual schedule.

ANTICIPATED RESULT IF NOT APPROVED:
If the acquisition is not approved or is significantly delayed, the City may be unable to meet the PSA closing deadline of June 23, 2026. Missing this deadline could result in the PSA expiring and jeopardizing the City's ability to purchase the property, including the potential loss of the non-refundable $1,000,000 earnest money deposit.

ATTACHMENTS:
Attachment A: Project Information Sheet
Attachment B: Additional Project Information
Attachment C: Purchase and Sale Agreement

CIP Project Information Sheet

Project Name: Maintenance and Operation Center (MOC) - Campus Redevelopment

Project Status: Existing - Revised
Functional Area(s): Facilities, Stormwater, Wastewater, Water
Relevant Plan(s): Facilities Plan, Emergency Management Plan
Neighborhood: Southeast Redmond

Time Frame: 2027-2029
Budget Priority: Vibrant and Connected
Citywide Rank: 2
Functional Area Priority: High

Location: 18080 NE 76th Street

Description:
Construction of Phase 1 of the MOC campus redevelopment.

Anticipated Outcomes: ***Primary:*** Upgrade/Enhancement ***Secondary:***
Completed construction and have use of a multi-story central Parks and Public Works operations building with open and flexible crew, office, meeting, and emergency response spaces that replaces the existing MOC1 building that is past its useful life.

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

Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget				$22,500,000	$22,500,000	$22,500,000	$22,500,000	$60,000,000	$150,000,000
Approved Changes		$22,500,000	$22,500,000	$37,500,000	$37,500,000	$30,000,000	-$15,000,000	-$60,000,000	$75,000,000
Current Approved Budget		**$22,500,000**	**$22,500,000**	**$60,000,000**	**$60,000,000**	**$52,500,000**	**$7,500,000**		**$225,000,000**
Proposed New Budget	**$192,947**	**$1,339,500**	**$9,671,747**	**$82,695,807**	**$85,100,000**	**$71,000,000**			**$250,000,000**

Proposed changes due to ___ Scope Change X Schedule Change ___ Budget Change

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	$192,397	$400,680	$60,889						**$653,966**
Right of Way	$550	$120,787	$3,604,984						**$3,726,321**
Design (31-100%)		$818,032	$6,005,874	$2,000,000					**$8,823,906**
Construction				$80,695,807	$85,100,000	$71,000,000			**$236,795,807**
Contingency	DRAFT	DRAFT	DRAFT	DRAFT	DRAFT	DRAFT			
Total	**$192,947**	**$1,339,500**	**$9,671,747**	**$82,695,807**	**$85,100,000**	**$71,000,000**			**$250,000,000**

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

Explanation: No M&O costs expected.

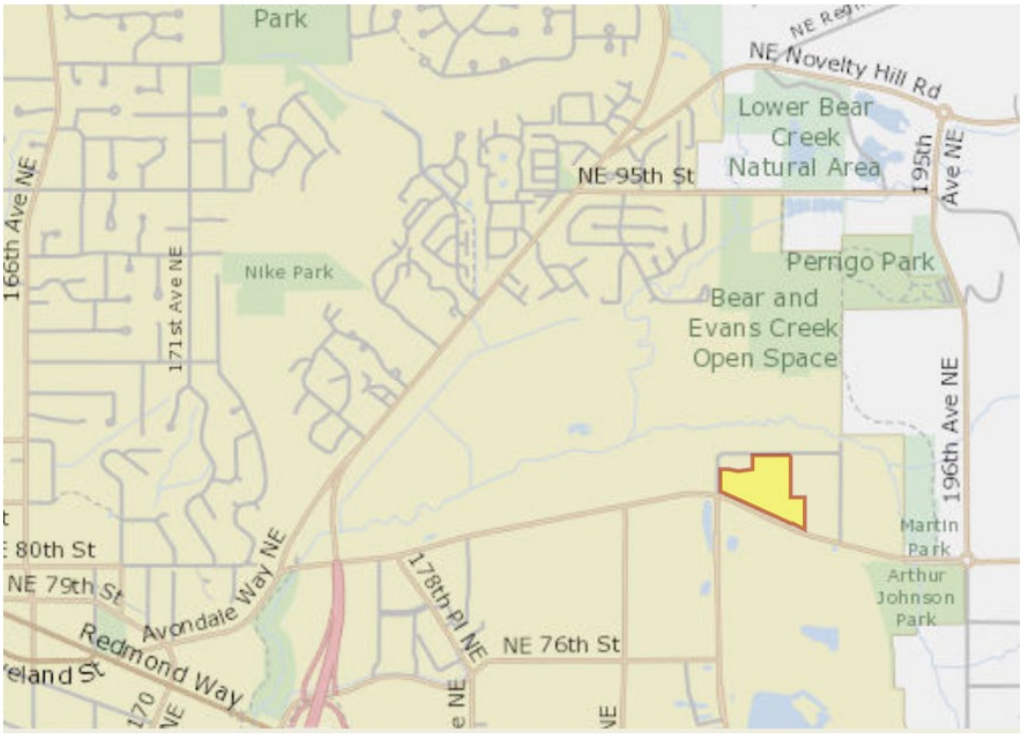
Proposed Funding Sources:	Prior	2025-2030	Future	Total
General Fund	$192,947	$42,073,149		$42,266,096
Real Estate Excise Tax		$67,050,000		$67,050,000
Stormwater CIP		$54,957,552		$54,957,552
Water CIP		$32,474,917		$32,474,917
Wastewater CIP		$32,474,917		$32,474,917
Bond Issuance		$13,776,518		$13,776,518
Impact Fees		$5,000,000		$5,000,000
Solid Waste Fund		$1,000,000		$1,000,000
Real Property Fund		$1,000,000		$1,000,000
Total	**$192,947**	**$249,807,053**		**$250,000,000**



Attachment B – Additional Project Information

Maintenance and Operations Center (MOC) – Campus Redevelopment Project

The following property map for Heidelberg Materials Property located at 18816 NE Union Hill Rd, Redmond, WA provides a visual reference to the site and its surrounding context. This map is provided for general location and boundary reference only and is not to scale.





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REAL ESTATE PURCHASE AND SALE AGREEMENT

BETWEEN

CITY OF REDMOND, a municipal corporation

AND

HM PACIFIC NORTHWEST, INC., a Washington corporation

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REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made by and between HM PACIFIC NORTHWEST, INC., a Washington corporation ("**Seller**"), and the CITY OF REDMOND, a municipal corporation ("**Purchaser**"). Seller and Purchaser are referred to herein collectively as the "**Parties**." The "**Effective Date**" of this Agreement is the date of mutual execution of this Agreement, as reflected by the last date of the respective signatures below.

ARTICLE I
PROPERTY AND PURCHASE PRICE

1.1 Real Property Description. Seller owns certain real property in King County, Washington consisting of approximately 9.12 acres, commonly known as King County Parcel Identification Number 062506-9019 (the "**Parcel**"), as legally described on Exhibit A attached hereto (the "**Real Property**").

1.2 Agreement of Purchase and Sale. Subject to the terms and conditions set forth herein, Seller agrees to sell, convey, transfer, and assign, and Purchaser agrees to purchase, all of Seller's right, title and interest in and to the Real Property, together with all of Seller's right, title and interest in and to the following: any and all land lying in the bed of any street, road, highway or avenue, open or proposed, in front of, or adjoining all or any part of the Real Property, and all strips, gores or rights-of-way, lakebeds, streams, riparian rights, appurtenances, rights (including any and all development or similar rights), licenses, and easements, in any way benefitting or otherwise in front of or adjoining all or any part of the Real Property (collectively with the Real Property, the "**Property**").

1.3 Use Restriction. As a material inducement to Seller's agreement to sell the Property to Purchaser, Purchaser and its heirs, assigns and successors agree that neither the Property, nor any portion thereof, for a period of fifty (50) years after the Closing Date (as defined in Section 4.1), shall be used, developed or operated, for the purpose of producing, manufacturing, selling or distributing ready-mix concrete, aggregates, cement, supplementary cementitious material including slag, asphalt, concrete block, pipe, cementitious material or other products or services competitive with those sold or furnished by Seller as of the Closing which other products and services will be specified by Seller to Purchaser in writing prior to Closing (as defined in Section 4.1), if any (the "**Use Restriction**"). Seller shall have the right to enforce, by proceedings at law or in equity, the Use Restriction imposed by this provision including the right to prevent the violation of such Use Restriction, and the right to recover damages resulting from such violation. The Use Restriction contained in this provision shall survive the Closing. Purchaser acknowledges that breach of the Use Restriction would cause immediate and irreparable harm to Seller for which money damages would be inadequate. Therefore, Seller shall be entitled to injunctive relief for any breach by Purchaser of this Use Restriction without proof of actual damages and without the requirement to post a bond or other security. Such remedy shall not be deemed to be the exclusive remedy for breach of this Use Restriction, but shall be in addition to all other remedies available at law or equity. The Use Restriction shall be a Permitted Exception and the Use Restriction and provisions of this Section 1.3 shall be included in the Deed. The Parties acknowledge that Purchaser utilizes its own public works system to distribute and use concrete, aggregates and other

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materials as contemplation and which use is permitted and would not be a direct violation of this use covenant or restriction provision.

1.4 Purchase Price. The purchase price for the Property is Thirty-Eight Million Five Hundred Twenty-One Thousand Seven Hundred and Seven 00/100 Dollars ($38,521,707.00) (the "**Purchase Price**").

1.5 Purchaser's Deposit; Escrow.

(a) Within five (5) business days after the Effective Date, Purchaser shall deliver to Fidelity National Title Insurance Company located at 701 5th Avenue, Suite 2700, Seattle, 98104 ("**Escrow Agent**"), a cash deposit in the amount of Five Hundred Thousand and 00/100 dollars ($500,000) (the "**First Earnest Money Deposit**"). Within five (5) business days after Purchaser's delivery of the Approval Notice (defined below), Purchaser shall deliver to the Escrow Agent a cash deposit in the amount of Five Hundred Thousand and 00/100 dollars ($500,000) (the "**Second Earnest Money Deposit**", and collectively with the First Earnest Money Deposit, the "**Earnest Money**"). Within three (3) business days of receipt of any portion of the Earnest Money, Escrow Agent shall invest such portion of the Earnest Money in an interest bearing account. Upon Purchaser's delivery of the Approval Notice (defined below), the Earnest Money, including all interest accrued thereon, shall become nonrefundable and be applicable to the Purchase Price at Closing, except as specifically provided in this Agreement.

1.6 Seller's Backup Offers. Seller may negotiate backup offers with other potential buyers of the Property during the term of this Agreement. However, any and all such backup offers shall be expressly subordinate to Purchaser's rights under this Agreement and no backup buyer shall be permitted by Seller to unreasonably interfere with Purchaser's sole and exclusive rights as provided for in this Agreement so long as this Agreement is in full force and effect.

ARTICLE II
TITLE REVIEW

2.1 Title Examination, Commitment for Title Insurance. Within seven (7) days after the Effective Date, Seller shall cause the title insurance division of Fidelity National Title Insurance Company (the "**Title Company**") to issue a preliminary commitment for an ALTA 2021 form of owner's extended coverage policy of title insurance to Purchaser with an effective date of the Effective Date and an insured amount equal to the Purchase Price (the "**Title Commitment**"), together with accurate and complete copies of the Seller's vesting deed and all recorded instruments referenced in Schedule B of the Title Commitment. Purchaser shall have until twenty-one (21) days after delivery of the Title Commitment and copies of all recorded instruments referenced in the Title Commitment to examine title to the Real Property (the "**Title Review Period**").

2.2 Title Objections, Cure of Title Objections.

(a) Prior to expiration of the Title Review Period, Purchaser shall deliver written notice to Seller of any and all objections Purchaser may have to any of the Schedule B Special Exceptions to title insurance coverage disclosed in the Title Commitment. Any such

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exception to title disclosed in the Title Commitment to which Purchaser does not object by timely written notice shall become a "**Permitted Exception**."

(b) In the event Purchaser delivers timely written notice of objection to any exceptions disclosed in the Title Commitment, Seller shall have the right, but not the obligation, to elect to release, satisfy, or otherwise cure any defect, lien, encumbrance or other matter affecting title to the Real Property to which Purchaser timely objected. Within seven (7) days after receipt of Purchaser's notice of objection, Seller may deliver written notice to Purchaser informing Purchaser of Seller's election with respect to such exceptions. If Seller fails to give written notice of its election within such seven (7) day period, Seller shall be deemed to have elected not to cure any such exceptions.

(c) If Seller elects not to cure any exceptions to title objected to by Purchaser, Purchaser's sole remedy hereunder in such event shall be either (i) to accept title to the Real Property subject to such exceptions as if Purchaser had not objected thereto, or (ii) to terminate this Agreement, in which case the Earnest Money, plus interest accrued thereon, shall be returned to Purchaser by the Escrow Agent without demand, deduction or offset and without requiring the consent or approval of Seller, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. If Purchaser elects to terminate this Agreement, Purchaser shall provide Seller with written notice of termination pursuant to this Section 2.2(c) prior to the end of the Inspection Period, as defined in Section 3.1. If Purchaser fails to give such timely notice of its election to terminate for any reason whatsoever, Purchaser shall be deemed to have elected to accept title to the Real Property subject to such exceptions as if Purchaser had not objected thereto. Any exceptions to title to which Purchaser has objected, that Seller has elected not to remove, satisfy or otherwise cure, and that Purchaser has then elected to accept as an exception to title to the Real Property, shall also become a "**Permitted Exception**."

2.3 Supplemental Title Commitment. If there are any changes or additions to the Title Commitment after the expiration of the Title Review Period, Title Company shall deliver to Purchaser a supplemental report to the Title Commitment (the "**Supplemental Commitment**"). Purchaser shall have the right to review and approve any new items appearing in the Supplemental Commitment. Purchaser shall deliver notice of approval or disapproval of the items set forth in the Supplemental Commitment to Seller within five (5) business days after the delivery of the Supplemental Commitment. The failure of Purchaser to deliver notice of disapproval within said five (5) business day period shall be deemed to be Purchaser's approval of the Supplemental Commitment. In the event Purchaser delivers notice of disapproval, Seller shall have five (5) business days after receipt of Purchaser's notice to deliver notice as to whether Seller intends to remove, satisfy or otherwise cure any or all of the items in the Supplemental Commitment disapproved by Purchaser (collectively, the "**Disapproved Exceptions**") by Closing. If Seller fails to give written notice of its election within such five (5) business day period, Seller shall be deemed to have elected not to cure any such exceptions. If Seller elects not to cure or remove any Disapproved Exception within such five (5) business day period, Purchaser shall elect within two (2) business days after expiration of such five (5) business day period to either (i) waive the Disapproved Exception, in which event the Disapproved Exception shall become a Permitted Exception, or (ii) terminate this Agreement, in which case the Earnest Money, plus interest accrued thereon, if any, shall be returned to Purchaser by the Escrow Agent without demand, deduction or

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offset and without requiring the consent or approval of Seller, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. The failure of Purchaser to deliver notice of termination of this Agreement within said two (2) business day period shall be deemed to be Purchaser's waiver of the Disapproved Exception, in which event the Disapproved Exception shall become a Permitted Exception. Closing shall be extended as necessary to provide for the notice and response periods set forth above.

2.4 Conveyance of Title. At Closing, Seller shall convey and transfer to Purchaser title to the Real Property by the Deed (defined below), subject only to the Permitted Exceptions. At Closing, Seller shall cause the Title Company to issue to Purchaser a 2021 ALTA form of owner's extended coverage policy of title insurance to Purchaser with an insured amount equal to the Purchase Price in the same form as the Title Commitment, containing all endorsements requested and paid for by Purchaser, unless revised in accordance with this Agreement or otherwise upon Purchaser's prior written approval (the "**Title Policy**"). The Title Policy shall cover title to the Real Property with Limits of Liability in Schedule A in the amount of the Purchase Price, subject only to the Permitted Exceptions contained in Schedule B.

ARTICLE III
INSPECTION PERIOD

3.1 Right of Inspection. In accordance with the provisions set forth herein, during the period that began on April 8, 2026, and continuing to on or before 11:59 P.M., local time, on May 22, 2026 (hereinafter referred to as the "**Inspection Period**"), Purchaser shall have the right, at Purchaser's expense, to make inspections of the Real Property at times and at locations reasonably convenient to Purchaser in order to make the determination of suitability as provided in Section 3.3. Seller shall permit Purchaser to contact any contractors or consultants who have performed any work or inspections relating to the Real Property and shall authorize those persons or entities to communicate fully with Purchaser about the Real Property and the work performed and the results obtained or any reports prepared concerning the Real Property. Seller shall permit Purchaser to contact and discuss development of the Real Property with the local governing authority and all other applicable governmental agencies (the "**Permitting Jurisdiction**"). Subject to Section 3.2, Purchaser and Purchaser's representatives and authorized agents shall have the right to enter on the Real Property from the Effective Date to the Closing Date (defined below) or the earlier termination of this Agreement, to undertake inspections and investigations and make such tests, surveys and other studies of the Real Property as Purchaser deems appropriate. Seller shall provide Purchaser and Purchaser's representatives with reasonable access to the Real Property at reasonable business hours for such purposes, as further specified in Section 3.2. Seller shall have the right to accompany Purchaser and Purchaser's representatives and authorized agents on any entry onto the Real Property, and Seller will have the right to be present at the time any boring, drilling, invasive testing or environmental assessments are conducted on the Real Property. For the purpose of this section, each party shall to the highest degree possible keep the findings and conclusions and data generated confidential within the Parties of this transaction and their respective agents, members, or contractors and vendors as applicable. Seller acknowledges the Purchaser is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Purchaser is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in the Agreement is intended to prevent the Purchaser's

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compliance with the Public Records Act, and Purchaser shall not be liable to Seller, or in breach of this agreement due to Purchaser's decision to disclose records pursuant to Chapter 42.56 RCW and, or, compliance with any law or court order requiring the release of public records.

3.2 Investigation Requirements Plan. Prior to conducting any surveys, tests, Phase I or Phase II environmental surveys or additional inspections (geotechnical, critical area, etc), Purchaser shall notify Seller in writing of the dates, work to be performed, and persons who will be undertaking any such investigation or entering the Property pursuant to Section 3.1, including the type and location of investigative work, the location and purpose of any proposed invasive testing, and a schedule for approximately when such work will be conducted ("**Purchaser's Investigation Plan**"). Seller shall have three (3) business days within which to approve the Purchaser's Investigation Plan, which approval will not be unreasonably withheld or delayed. After approval of the Purchaser's Investigation Plan, Seller will permit Purchaser and its consultants to enter on the Property to perform Purchaser's Investigation Plan. All such investigations and inspection shall occur at Purchaser's sole expense. Purchaser shall not allow any liens on the Property and shall repair or restore the Property to its original condition after completion of its investigations. Prior to any entry upon the Property, Purchaser shall provide Seller with proof of commercial general liability insurance on an occurrence basis (CG 11-93 form including ISO 2010 11-85 or equivalent, if available) with limits not less than $2,000,000 per occurrence for bodily injury or property damage and $5,000,000 aggregate, and naming Seller as additional insured. Purchaser shall bear the entire cost of all tests and studies performed by Purchaser or performed at Purchaser's direction. Purchaser shall defend, indemnify, and hold Seller harmless from any cost, claim, liability, loss, demand, or expense asserted against Seller arising out of Purchaser's or its agents', employees' and designees' entry on the Property, including actual damage sustained to the Property. Seller's approval of Purchaser's Investigation Plan shall in no way be deemed to release or limit any damages or claims of Seller against Purchaser with respect to the activities conducted by Purchaser or its consultants or agents on the Property. On or before the Closing Date, regardless of whether Closing occurs on such date, Purchaser will provide to Seller copies of all third-party reports, studies or other information conducted by or obtained by Purchaser during the Inspection Period, including all reports relating to the engineering, design, marketing or related to the then current physical condition of the Property (the "**Purchaser Property Reports**"). Purchaser's liability under this Section shall survive the termination of this Agreement.

3.3 Seller's Delivery of Documents. Purchaser acknowledges that it has the right to inspect the Real Property and all documents, reports or other information disclosed by Seller, as provided herein and is purchasing the Property on an "as-is" basis without any warranties, express or implied, from Seller, except as expressly made herein. Seller has made available to Purchaser on its electronic data room accessible via the offering website, plans, survey information, engineering reports, title information, and site assessments pertaining to the Property in Seller's possession and identified on Exhibit B (collectively, "**Property Information**") to assist Purchaser in evaluating the feasibility of the Real Property for Purchaser's purposes. Purchaser acknowledges that Seller is providing the Property Information in good faith as a convenience to Purchaser. Seller shall not be a warrantor or guarantor of the accuracy, quality or completeness of any studies or tests conducted by any person or of any reports of such studies or tests. Purchaser's reliance upon such Property Information apart from Purchaser's independent investigation and inspection of the Property shall be at Purchaser's own risk.

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3.4 Right of Termination or Confirmation of Purchase. In the event Purchaser determines in Purchaser's sole discretion that the Real Property is not suitable for Purchaser's purposes, then Purchaser shall have the right to terminate this Agreement prior to the expiration of the Inspection Period. If Purchaser gives written notice of termination during the Inspection Period, this Agreement shall terminate, as further provided below. If Purchaser delivers to Seller written notice of its approval of its review of the Property (the "**Approval Notice**") prior to the expiration of the Inspection Period, the Earnest Money (including all interest thereon) shall become non-refundable and applicable towards the Purchase Price at Closing, except for Seller Default and as otherwise expressly provided in this Agreement. If Purchaser does not timely deliver the Approval Notice, Purchaser shall be deemed to have disapproved the Property, and this Agreement shall automatically terminate. In the event of termination under this Section, the Earnest Money, together with any interest earned thereon while deposited with the Escrow Agent, shall be returned to Purchaser without demand, deduction or offset and without requiring the consent or approval of Seller, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement, which obligation shall include but not be limited to Purchaser's indemnity obligations.

3.5 Seller's Contingency. Seller's obligation to complete the transaction and the purchase and sale contemplated herein is subject to the following condition ("**Seller's Condition**") being satisfied or waived, in Seller's sole discretion, on or before the date indicated:

(a) Seller obtaining all necessary corporate approvals for the transaction and the purchase and sale contemplated herein, on or before 4:00 PM PST on May 21, 2026.

If Seller does not provide written notice of the satisfaction or waiver of the Seller's condition within the time period therein specified, this Agreement shall terminate, the Earnest Money (less $100.00) plus interest accrued thereon, if any, shall be returned to Purchaser by the Escrow Agent without demand, deduction or offset, Seller shall reimburse Purchaser for Purchaser's actual and reasonable third party costs expended during the Inspection Period for the Purchaser Property Reports in an amount not to exceed Fifty Thousand no/100 Dollars ($50,000.00) within thirty (30) days after receipt of invoices from Purchaser for such out-of-pocket expenses, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3.6 Waiver of Seller Disclosure Statement; Environmental Disclosure and Indemnification. The Real Property constitutes "commercial real estate" as defined in RCW 64.06.005. Pursuant to RCW 64.06.010(7), Purchaser hereby expressly waives any right to receive the seller disclosure statement that would otherwise be required under RCW 64.06.013 for sale of commercial real estate. Because of Seller's knowledge of environmental matters related to the Real Property, Seller shall provide Purchaser with the section of the Form 17-Commercial entitled "Environmental." Seller's sole obligation with respect to Hazardous Substances and Hazardous Materials as such terms are presently defined in RCW 70.105D or federal law (collectively "**Hazardous Substances**") shall be its obligation to disclose to Purchaser the documents expressly identified on Exhibit B. Seller makes no representations or warranties whatsoever, neither express nor implied, concerning the presence or lack of any Hazardous Substances on the Real Property except for those issues disclosed in the Environmental, any

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documents in Exhibit B, or any other information disclosed concerning the Property on or before Closing. Purchaser may conduct appropriate investigation during the Inspection Period to determine whether Hazardous Substances are present on, around or under the Real Property. Upon its satisfaction and waiver of the Feasibility Contingency, Purchaser shall be deemed to have conclusively determined the extent of Hazardous Substances existing on or under the Property and have elected to undertake any remediation of the same that is contemplated, planned, or undertaken at Purchaser's sole cost and expense. Purchaser and its permitted assigns hereby agree to indemnify, defend and hold Seller and its successors and assigns (collectively, the "**Indemnified Parties**") harmless from and against any and all claims, actions, suits, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees (collectively, "**Damages**"), suffered or incurred by any of the Indemnified Parties as a result of the presence (or alleged presence) or the release of Hazardous Substances on, in, under, at or emanating to or from the Property whether before or after Closing including any claims brought by third parties or government agencies, and except for Damages arising out of Seller's gross negligence or for matters of which Seller had actual knowledge. For purposes of this Agreement, Seller's actual knowledge shall mean the actual, and not constructive, knowledge of Sophie Mullen, Director Sustainable Resource Development. The liability of Purchaser as set forth in the preceding sentence includes, without limitation, the following: (a) any costs of, or liability for, investigation, cleanup, removal, treatment, remediation or monitoring of any Hazardous Substance; (b) any damages resulting from the diminution in value or unmarketability of the Property or any other property; (c) any consequential or punitive damages suffered or incurred by any of the Indemnified Parties; (d) any fines, penalties, assessments, judgments or other liabilities resulting from any claim, judgment or finding concerning the violation or alleged violation of any Environmental Law (as defined in Washington or federal law); and (e) any amounts expended by any of the Indemnified Parties in good faith to settle or compromise any claim or allegation of liability covered by this Agreement. The provisions in this section shall survive Closing.

Initial AB

Purchaser's Initials

Initial LP

Seller's Initials

ARTICLE IV
CLOSING

4.1 Time and Place. The consummation of the transaction contemplated hereunder ("**Closing**") shall occur on June 23, 2026 (the "**Closing Date**").

4.2 Seller's Obligations at Closing. On or before the Closing Date, Seller shall deliver to Escrow Agent for the benefit of Purchaser the following:

(a) a duly executed and acknowledged Bargain and Sale Deed (the "**Deed**") in the form attached hereto as Exhibit C, conveying title to the Real Property to Purchaser, subject only to the Permitted Exceptions and the releases contained therein. Seller shall execute and deliver an Excise Tax Affidavit and any other instruments required by the Title Company to insure title to the Real Property by the Title Policy;

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(b) a Bill of Sale, in a form reasonably acceptable to Purchaser conveying all personal property right, title and interest of Seller in or related to the Real Property to Purchaser;

(c) an affidavit duly executed by Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act (FIRPTA); and

(d) such additional documents, including but not limited to, an owner's/seller's affidavit in a form required by Title Company to issue to Purchaser the Title Policy.

4.3 Purchaser's Obligations at Closing. On or before the Closing Date, Purchaser shall deliver to Escrow Agent for the benefit of Seller the following:

(a) the full amount of the Purchase Price as increased or decreased by prorations and adjustments as herein provided, less the Earnest Money, and less interest accrued thereon, by wire transfer of immediately available federal funds;

(b) such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser;

(c) an executed counterpart or counterparts to the Bill of Sale described in Section 4.2(b) above; and

(d) such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

4.4 Credits and Prorations. Real estate property taxes and utilities shall be apportioned with respect to the Property as of 12:01 a.m., local time, on the Closing Date, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs. Any real estate taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the current year have not been paid before Closing, Seller shall be charged at Closing an amount equal to that portion of such taxes and assessments that relates to the period before Closing. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves within thirty (30) days following Closing when such final amounts are known.

4.5 Closing Costs.

(a) Seller shall pay: (i) the fees of any counsel representing Seller in connection with this transaction; (ii) one-half (½) of any escrow fee charged by Escrow Agent; (iii) the standard coverage portion of the Title Policy to be issued to Purchaser by the Title Company at Closing; and (iv) the cost of the real estate excise tax payable by reason of the transfer of the Real Property.

(b) Purchaser shall pay: (i) the fees of any counsel representing Purchaser in connection with this transaction; (ii) the extended coverage surcharge for the Title Policy to be issued to Purchaser by the Title Company at Closing as well as any additional endorsements issued

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by the Title Company; (iii) one-half (½) of any escrow fee charged by Escrow Agent; and (iv) the recording fees charged by the King County Auditor to record the original Deed.

(c) All other costs and expenses incident to this transaction and the Closing shall be apportioned by the Parties in accordance with local custom. Notwithstanding anything to the contrary contained herein, Seller and Purchaser acknowledge that the escrow fee(s) charged by Escrow Agent at Closing will be at a discounted builder's rate.

ARTICLE V
REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES

5.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties, and no others, to Purchaser as of the Effective Date and at Closing:

(a) **Organization, Authority and Ownership**. Seller is duly organized and validly existing under the laws of the State of Washington and is duly qualified to transact business in the State of Washington. Seller has the full right and authority to enter into this Agreement, to transfer all of the Real Property to Purchaser, and to consummate, or cause to be consummated, the transactions contemplated herein. The person or persons signing this Agreement on behalf of Seller are authorized to do so.

(b) **Pending Actions.** There are no actions, suits, arbitrations, unsatisfied orders or judgments, governmental investigations or proceedings pending or threatened against the Property or the transaction contemplated by this Agreement, except as disclosed in writing to Purchaser.

(c) **Leases.** There are no leases or occupancy agreements affecting the Real Property that will survive Closing.

(d) **Outstanding Agreements**. There are no outstanding agreements of sale, options or any other rights of third parties to acquire or use the Property or to any interest therein.

(e) **Contracts**. There are no contracts applicable to the Property that will survive Closing.

The representations and warranties contained in this Agreement shall be true as of the Closing and shall survive Closing. Any claim for a breach of the representations or warranties must be filed and served within one year of the Closing.

5.2 AS-IS SALE AND RELEASE OF CLAIMS. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER KNOWS AND IS AWARE THAT THE PROPERTY WAS FORMERLY USED AS A BUILDING/LANDSCAPE SUPPLY STORE, MAINTENANCE GARAGE AND FOR VEHICLE STORAGE AND PRIOR TO THAT AS AN AGGREGATE PIT. PURCHASER ACKNOWLEDGES THAT HAZARDOUS SUBSTANCES MAY HAVE BEEN USED IN SUCH OPERATIONS. PURCHASER IS PURCHASING THE PROPERTY (INCLUDING ALL BUILDINGS AND IMPROVEMENTS THEREON) "AS IS WHERE IS" IN ITS PRESENT CONDITION. PURCHASER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY AND DOCUMENTATION IN SELLER'S

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POSSESSION AS PROVIDED HEREIN. EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THE DEED, IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT EXECUTED BY SELLER AT CLOSING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR: (a) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURE OR IMPROVEMENTS THEREON OR THE SUITABILITY OF THE PROPERTY FOR PURCHASER'S INTENDED USE OR ANY USE; (b) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (c) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (d) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (e) THE PAST, PRESENT OR FUTURE PRESENCE OF ANY HAZARDOUS SUBSTANCES IN, ON AT OR EMANATING FROM THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, OR THE PRESENCE OF ANY HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED, OR IN ANY OTHER DOCUMENT EXECUTED BY SELLER AT CLOSING, SELLER SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR FOR THE PRESENCE OR ALLEGED PRESENCE OF ANY HAZARDOUS SUBSTANCES, AND PURCHASER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS AND RIGHTS OF CONTRIBUTION WHICH THE PURCHASER HAS OR MAY HAVE AGAINST THE SELLER, ITS SUCCESSORS OR ASSIGNS WITH RESPECT TO THE CONDITION OF THE PROPERTY.

PURCHASER IS A SOPHISTICATED PURCHASER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY AND PURCHASER HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE TITLE POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER (OTHER THAN AS EXPRESSLY PROVIDED IN THE DEED OR IN ANY OTHER DOCUMENT EXECUTED BY SELLER AT OR BEFORE CLOSING).

FOLLOWING THE CLOSING, PURCHASER WAIVES AND RELEASES SELLER AND SELLER'S SUCCESSORS AND ASSIGNS AND FOREVER RELEASES AND DISCHARGES SELLER AND SELLER'S SUCCESSORS AND ASSIGNS FROM ANY AND ALL DAMAGES, CLAIMS, LOSSES, LIABILITIES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES OR RIGHTS OF CONTRIBUTION WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION,

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THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, AT, UNDER, OR EMANATING FROM OR TO THE PROPERTY, OR NONCOMPLIANCE WITH ANY LAW OR REGULATION APPLICABLE THERETO, UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LAWS. PURCHASER ACKNOWLEDGES THAT THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCE MAY INCREASE PURCHASER'S COST OF DEVELOPMENT AND THAT THIS RELEASE APPLIES TO ANY SUCH INCREMENTAL DEVELOPMENT COSTS. THE DEED SHALL INCLUDE THIS RELEASE WHICH SHALL RUN WITH THE LAND AND BE BINDING ON ALL SUBSEQUENT OWNERS. THIS SECTION SHALL SURVIVE CLOSING.

Initial AB

Purchaser's Initials

Initial LP

Seller's Initials

5.3 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as of the Effective Date and at Closing:

That Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and all requisite actions necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been, or by Closing will have been taken. The person signing this Agreement on behalf of Purchaser is authorized to do so on behalf of Purchaser as the Purchaser shall designate in accordance with its governing documents.

Purchaser has not: (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition or suffered the filing of an involuntary petition by Purchaser's creditors, (c) suffered the appointment of a receiver to take all, or substantially all, of Purchaser's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, or (e) admitted in writing its inability to pay its debts as they fall due, and no such action is threatened or contemplated. If any of such actions have been taken or brought against Purchaser, then prior to the date hereof the same have been fully disclosed and Purchaser discharged therefrom so that there are no prohibitions or conditions upon Purchaser's acquisition of the Property.

The representations and warranties contained in this Agreement shall be true as of the Closing and shall survive Closing. Any claim for a breach of the representations or warranties must be filed and served within one year of the Closing.

5.4 Indemnification by Seller. Seller agrees to indemnify, defend and hold Purchaser, its successors and assigns, members, managers, shareholders, officers, directors and/or employees of each of them, harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, including, without limitation, attorneys' fees, arising from any misrepresentation or breach of any warranty or covenant by Seller in this Agreement.

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5.5 Indemnification by Purchaser. Purchaser agrees to indemnify, defend and hold Seller, its affiliates, and their respective successors and assigns, members, managers, shareholders, officers, directors and/or employees of each of them, harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, including, without limitation, attorneys' fees, arising from any misrepresentation or breach of any warranty or covenant by Purchaser in this Agreement.

5.6 Limitations. Neither Seller nor Purchaser shall have any liability to the other for indemnity claims made under Sections 5.4 and 5.5, respectively, unless the aggregate amount of such losses, damages, costs and expenses (including reasonable attorneys' fees) exceeds Fifty Thousand and no/100 Dollars ($50,000), in which event Purchaser or Seller, as applicable, shall be entitled to recover on a first dollar basis those losses, or for losses, damages, costs and expenses (including reasonable attorneys' fees) up to an aggregate amount of equal to one and one half percent (1.5%) of the Purchase Price.

ARTICLE VI
RISK OF LOSS

6.1 Purchaser's Elections. In the event of loss or damage to the Real Property or any portion thereof, or any taking of all or any portion of the Property by eminent domain, condemnation or similar proceeding, Purchaser may elect either: (i) to terminate this Agreement in which case the Earnest Money, plus interest accrued thereon, shall immediately be returned to Purchaser by the Escrow Agent without demand, deduction or offset and without requiring the consent or approval of Seller, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement; or (ii) to proceed to Closing in which case Seller shall, at Purchaser's option, either perform any necessary repairs, or assign to Purchaser all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance and rent-loss policies or condemnation awards relating thereto. In the event that Purchaser elects that Seller shall perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable amount of time in order to allow for the completion of such repairs. If Purchaser elects that Seller shall assign a casualty claim to Purchaser, the Purchase Price shall be reduced by an amount equal to the deductible amount under Seller's applicable insurance policies and, with respect to damage not covered by Seller's insurance, by an amount reasonably estimated by Purchaser to repair such uninsured damage.

ARTICLE VII
DEFAULT

7.1 Liquidated Damages. IF THE CLOSING IS NOT CONSUMMATED DUE TO ANY DEFAULT BY PURCHASER HEREUNDER, AND PURCHASER FAILS TO CURE SUCH DEFAULT WITHIN FIVE (5) BUSINESS DAYS AFTER PURCHASER'S RECEIPT OF WRITTEN NOTICE FROM SELLER SPECIFYING SUCH BREACH, THEN SELLER, AS ITS SOLE REMEDY, SHALL RETAIN THE EARNEST MONEY AS LIQUIDATED DAMAGES, WHICH RETENTION SHALL OPERATE TO TERMINATE THIS AGREEMENT AND RELEASE PURCHASER FROM ANY AND ALL LIABILITY

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HEREUNDER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE DUE TO PURCHASER'S DEFAULT, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE EARNEST MONEY IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN SUCH EVENT. BY PLACING THEIR INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE. THE FOREGOING IS NOT INTENDED TO LIMIT EITHER PARTY'S SURVIVING OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, ANY INDEMNIFICATION OBLIGATIONS, UNDER THIS AGREEMENT.

Purchaser's Initials: Initial AB _____ Seller's Initials: Initial LP _____

7.2 Seller Default. In the event of a Seller Default (as defined below), Purchaser shall provide Seller with written notice of such default and, except for Closing, which shall occur on the Closing Date, Seller shall have five (5) business days after Seller's receipt from Purchaser of such written notice to cure such default, or if such default cannot be cured in such period, to commence the cure during such period and thereafter diligently complete such cure. If Seller is unable to cure timely such default or breach, Purchaser may terminate this Agreement by written notice to Seller and receive the return of the Earnest Money together with all interest thereon and receive reimbursement from Seller for Purchaser's actual and reasonable third party costs expended during the Inspection Period for the Purchaser Property Reports in an amount not to exceed Fifty Thousand Dollars ($50,000) within thirty (30) days of receipt of copies of such invoices. As used in this Agreement, a "**Seller Default**" shall mean (i) the failure by the Seller to deliver the Deed; (ii) the failure by the Seller to discharge, satisfy, release or terminate of record the matters Seller is required to remove from title as set forth in this Agreement; (iii) any breach of representation, warranty or covenant of Seller hereunder; or (iv) the failure by the Seller to perform any of Seller's other obligations under this Agreement, including, without limitation, the failure by the Seller to complete Closing on the Closing Date including satisfaction by Seller of all the obligations set forth in Section 4.2 above.

Purchaser's Initials: Initial AB _____ Seller's Initials: Initial LP _____

ARTICLE VIII
BROKERS

Seller and Purchaser acknowledge and agree that fifty percent (50%) of the commission due to Seller's broker, CBRE, Inc., under a separate agreement is to be shared with the Buyer's broker, Neil Walter Co., LLC, via the sale proceeds at Closing. Except for the aforementioned agreement to split commission, each party represents to the other that no other brokerage commission, finder's fee, acquisition fee or like payment arises through such party with regard to the sale of the Property. Purchaser hereby indemnifies and holds Seller harmless from any claim,

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liability, loss or expense for any brokerage commission, finder's fee, acquisition fee, or like payment asserted against Seller arising out of any agreement entered into by Purchaser in connection with this Agreement or the Property, arising through Purchaser; and Seller hereby indemnifies and holds Purchaser harmless from any claim, liability, loss or expense for any brokerage commission, finder's fee, acquisition fee, or like payment asserted against Purchaser in connection with this Agreement or the Property, arising through Seller. The obligations of the parties under this Article VIII shall survive the Closing. All parties acknowledge receipt of the pamphlet titled Real Estate Brokerage in Washington.

ARTICLE IX
MISCELLANEOUS

9.1 Public Disclosure. Prior to Closing, any release to any third party, except for the Escrow Agent, the Title Company, Permitting Jurisdiction and all relevant governmental agencies, or Seller's or Purchaser's attorneys, accountants, engineers, and confidential advisors, of information with respect to the sale contemplated herein or any matters set forth in this Agreement, will be made only in the form approved by Purchaser and Seller and their respective counsel.

9.2 Assignment. Purchaser shall not have the right to assign this Agreement without the prior written consent of Seller, which consent Seller shall not unreasonably withhold; provided, however, that Seller's consent shall not be required for the assignment by Purchaser to any entity that is owned or controlled by Purchaser; provided that (a) Purchaser gives written notice of such assignment to Seller and Escrow Agent before the Closing, and (b) Purchaser and the proposed assignee execute and deliver to Escrow Agent and Seller a fully executed assignment of the rights and obligations of original Purchaser under this Agreement.

9.3 Notices. Any notice, request, demand or other communication given or required to be given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) nationally recognized overnight delivery service with proof of delivery, or (iii) email, sent to the intended addressee at the address, email address set forth below, or to such other address or email address, or to the attention of such other person, as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of delivery or, in the case of email, as of the time of the email transmission (or, if such date is not a business day, then on the next business day). (If an email below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) Notwithstanding the foregoing, any written communication (including email) sent to a party, which is actually received by such party, shall constitute notice for all purposes of this Agreement. Unless changed in accordance with the preceding sentence, the addresses for notice given pursuant to this Agreement shall be:

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If to Seller:	HM Pacific Northwest, Inc. Attention: Kassandra Courtney, Land Manager 18911 North Creek Parkway, Suite 200 Bothell, WA 98011 Telephone: (425) 961-7325 Email: kassandra.courtney@heidelbergmaterials.com
With a copy to:	Cairncross & Hempelmann, P.S. Attn: Matt Hanna 524 Second Avenue, Suite 500 Seattle, WA 98104-2323 Phone: (206) 254-4452 Email: mhanna@cairncross.com
If to Purchaser:	City of Redmond Finance Director MS: 3NFN 15670 NE 85th Street Redmond, WA 98073-9710 Telephone: 425-556-2900 Email: realproperty@redmond.gov
With a copy to:	City of Redmond Attn: City Attorney MS: 1SCA 15670 NE 85th Street PO Box 97010 Redmond, WA 98073-9710 Telephone: 425-556-2900 Email: rmueller@redmond.gov

9.4 Binding Effect. This Agreement, and any amendment or modification thereof, shall not be binding in any way upon Seller and Purchaser unless and until Seller and Purchaser execute and deliver this Agreement.

9.5 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

9.6 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the state in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5 p.m., local time unless otherwise specifically stated.

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9.7 Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

9.8 Like-Kind Exchange. Seller or Purchaser may wish to structure this transaction in such a manner so as to effectuate a simultaneous, reverse or deferred like-kind exchange (an "**Exchange**") pursuant to the applicable provisions of Section 1031 of the Internal Revenue Code, as amended. Accordingly, notwithstanding any provision of this Agreement to the contrary, Seller and Purchaser shall each have the right to assign its rights under this Agreement to a third party exchange facilitator, including a qualified intermediary or exchange accommodation titleholder, for the purpose of effectuating such an Exchange or change the tax entity classification to facilitate an Exchange. Seller and Purchaser shall cooperate in all reasonable respects with the assigning Party to effectuate such Exchange including, without limitation, by executing such documents as the exchanging party may reasonably require to effect such Exchange; provided, however, that: the non-assigning Party shall not be required to incur any additional cost or expense as a result of such Exchange; the non-assigning Party shall not be required to take title to any other property; and neither Seller nor Purchaser warrants to the other, and neither Seller nor Purchaser shall be responsible for, any of the tax consequences to the other resulting from the Exchange.

9.9 Entire Agreement. This Agreement, including the exhibits and documents to be delivered at Closing, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

9.10 Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Purchaser with respect to the Property. The provisions of this Section 9.10 shall survive the Closing.

9.11 Counterparts. This Agreement may be executed in counterparts and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Email copies of signatures shall be treated for all purposes as original signatures.

9.12 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

9.13 Applicable Law. This Agreement is performable in the state in which the Property is located and shall in all respects be governed by, and construed in accordance with the substantive federal laws of the United States and the laws of the state of Washington. Seller and Purchaser hereby irrevocably submit to the jurisdiction and venue of the King County Superior Court in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined by the King County Superior Court. Purchaser and Seller agree that the provisions of this Section 9.13 shall survive

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Closing. The Parties waive any right to jury that may otherwise apply to this Agreement, and any action to enforce or interpret it.

9.14 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

9.15 Survival. The terms of this Agreement shall survive the Closing or any termination of this Agreement prior thereto, and shall not be merged into the execution and delivery of the Deed. The foregoing is in addition to, and not in exclusion of, any survival provisions elsewhere set forth in this Agreement.

9.16 Attorneys' Fees. In the event any dispute between Purchaser and Seller should result in litigation, arbitration or mediation, the substantially prevailing party shall be reimbursed for all reasonable costs incurred in connection with such action, including, without limitation, reasonable attorneys' fees.

9.17 Time is of the Essence. Time is of the essence in this Agreement and each of its provisions.

Remainder of page intentionally left blank; separate signature page attached.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

PURCHASER:

CITY OF REDMOND, a municipal corporation

Signed by:
Angela Birney
F678C3A6CA90451...

By:_____
Name: ANGELA BIRNEY
Title: MAYOR

Date: 5/6/2026

SELLER:

HM PACIFIC NORTHWEST, INC., a Washington corporation

Signed by:
230AD5D0F3F848D...

By:_____
Name: LUKE PISCHEDDA
Title: VICE PRESIDENT – MATERIALS, PNW

Date: 5/6/2026

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EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1723 WITH THE SOUTH LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1323, BOTH AS CONVEYED BY THE CAMPBELL LUMBER COMPANY TO THE COUNTY OF KING BY DEED RECORDED UNDER RECORDING NO. 2279626, SAID POINT OF INTERSECTION BEING 215 FEET, MORE OR LESS, SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID COUNTY ROAD NO. 1723, A DISTANCE OF 884.8 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 954 (BEING THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE REDMOND-SNOQUALMIE ROAD NO. 952);
THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF SAID RIGHT-OF-WAY TO THE INTERSECTION OF THE EAST LINE OF 188TH AVENUE SOUTHEAST;
THENCE NORTHERLY ALONG SAID EAST LINE TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1323;
THENCE EASTERLY ALONG SAID SOUTHERLY LNE TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE EASTERLY 345 FEET, MEASURED ALONG THE NORTH LINE;

ALSO EXCEPT THE NORTHWERLY 440 FEET OF THE WESTERLY 144.4 FEET OF THE EASTERLY 489.4 FEET, MEASURED ALONG THE NORTH LINE;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 20040419002310;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 20150114001477;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 20150114001481.

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EXHIBIT B

PROPERTY DOCUMENTS

Survey	231071-ALTA ALTA 18816 NE North Union.pdf
Leases	None
Title Report	FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON, INC. COMMITMENT NO. 25000054-SC, REVISION 1
Geotechnical	NE Union Industrial - DRAFT Geotechnical Engineering Report.pdf
Cultural Significance	Cultural - DesktopReviewMemorandum.pdf
Critical Areas	2024-04-17_CriticalAreaRecon-Memo.pdf
Groundwater Data	L1718042.pdf L1720853.pdf L1723392.pdf L1723396.pdf L1717425.pdf
Soil Data	L1718056.pdf L1720856.pdf L1717456.pdf
Soil Vapor Data	Rpt_2403366_Tishman_Redmond_Final_v2.pdf Rpt_2403398_Tishman_Redmond_Final_v2.pdf
Phase 1	20240528 18816 NE Union Hill Road - Phase I ESA.pdf
Remediation Memos	Environmental Summary Redmond Shop-10Mar2025.pdf Recommended Environmental Actions Redmond Shop-13Mar2025.pdf Draft Independent Cleanup Report for Redmond Shop Facility.pdf
Site Layout	Figure 2A Site Layout with Historical UST Areas (002).pdf
Hazmat Survey	18154-Heidelberg Materials-Union Hill Demo Survey-RBMS.pdf

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EXHIBIT C

FORM OF DEED

When Recorded Return to:
CITY OF REDMOND
Attn: Real Property
MS 3NFN
15670 NE 85th Street
Redmond, WA, 98073-9710

Reference Number(s) of Documents assigned or released: None.

Grantors: HM Pacific Northwest, Inc., a Washington corporation

Grantee: City of Redmond, a municipal corporation

Abbreviated Legal:

Tax Parcel No(s):

BARGAIN AND SALE DEED

For and in consideration of $10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, HM PACIFIC NORTHWEST, INC., a Washington corporation ("**Grantor**"), hereby bargains, sells, and conveys to the City of Redmond, a municipal corporation ("**Grantee**"), that certain real property located in King County, State of Washington, more particularly described in Exhibit A-1, attached hereto.

SUBJECT TO Those matters set forth on Exhibit B-1, Exhibit C-1 AND the release contained in Exhibit D-1 attached hereto and incorporated herein by this reference.

The Grantors for itself and its successors in interest do, by these presents, expressly limit the covenants of this deed to those expressed herein and do hereby covenant that, against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor, and not otherwise, it will forever warrant and defend the said described real estate.

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This Bargain and Sale Deed is executed as of the _____ day of _____,_202_.

GRANTOR:
HM PACIFIC NORTHWEST, INC., a Washington corporation

_____

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____ to me known to be the _____ of HM PACIFIC NORTHWEST, INC., a said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that said individual is authorized to execute said instrument.

GIVEN under my hand and official seal this ____ day of _____, 202_.

_____

_____

(Print name of notary)
NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____

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EXHIBIT A-1
Legal Description

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1723 WITH THE SOUTH LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1323, BOTH AS CONVEYED BY THE CAMPBELL LUMBER COMPANY TO THE COUNTY OF KING BY DEED RECORDED UNDER RECORDING NO. 2279626, SAID POINT OF INTERSECTION BEING 215 FEET, MORE OR LESS, SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID COUNTY ROAD NO. 1723, A DISTANCE OF 884.8 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 954 (BEING THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE REDMOND-SNOQUALMIE ROAD NO. 952);
THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF SAID RIGHT-OF-WAY TO THE INTERSECTION OF THE EAST LINE OF 188TH AVENUE SOUTHEAST;
THENCE NORTHERLY ALONG SAID EAST LINE TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1323;
THENCE EASTERLY ALONG SAID SOUTHERLY LNE TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE EASTERLY 345 FEET, MEASURED ALONG THE NORTH LINE;

ALSO EXCEPT THE NORTHWERLY 440 FEET OF THE WESTERLY 144.4 FEET OF THE EASTERLY 489.4 FEET, MEASURED ALONG THE NORTH LINE;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 20040419002310;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 20150114001477;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 20150114001481.

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EXHIBIT B-1
Permitted Encumbrances

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EXHIBIT C-1
Use Restriction

The Grantee and its heirs, assigns and successors agree that neither the Property, nor any portion thereof, for a period of fifty (50) years, shall be used, developed or operated, for the purpose of producing, manufacturing, selling or distributing ready-mix concrete, aggregates, cement, SCMs, asphalt, concrete block, pipe, cementitious material or other products or services competitive with those sold or furnished by Grantor. For the purpose of this section, the storage and use of incidental quantities of similar materials used exclusively for City of Redmond operations shall not be deemed a violation of this use restriction.

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EXHIBIT D-1
Environmental Release

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE KNOWS AND IS AWARE THAT THE PROPERTY WAS FORMERLY USED AS A BUILDING/LANDSCAPE SUPPLY STORE, MAINTENANCE GARAGE AND FOR VEHICLE STORAGE AND PRIOR TO THAT AS AN AGGREGATE PIT. GRANTEE ACKNOWLEDGES THAT HAZARDOUS SUBSTANCES MAY HAVE BEEN USED IN SUCH OPERATIONS. GRANTEE IS PURCHASING THE PROPERTY "AS IS WHERE IS" IN ITS PRESENT CONDITION. GRANTEE HAS THE OPPORTUNITY TO INSPECT THE PROPERTY AND DOCUMENTATION IN GRANTOR'S POSSESSION AS PROVIDED HEREIN. EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THE DEED OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT CLOSING, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR: (a) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURE OR IMPROVEMENTS THEREON OR THE SUITABILITY OF THE PROPERTY FOR GRANTEE'S INTENDED USE OR ANY USE; (b) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (c) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (d) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (e) THE PAST, PRESENT OR FUTURE PRESENCE OF ANY HAZARDOUS SUBSTANCES IN, ON AT OR EMANATING FROM THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, OR THE PRESENCE OF ANY HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED, OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT CLOSING, GRANTOR SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR FOR THE PRESENCE OR ALLEGED PRESENCE OF ANY HAZARDOUS SUBSTANCES, AND GRANTEE HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS AND RIGHTS OF CONTRIBUTION WHICH THE GRANTEE HAS OR MAY HAVE AGAINST THE GRANTOR, OR GRANTOR'S SUCCESSORS OR ASSIGNS WITH RESPECT TO THE CONDITION OF THE PROPERTY.

GRANTEE IS A SOPHISTICATED GRANTEE WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY AND GRANTEE HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE TITLE POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED

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BY GRANTOR (OTHER THAN AS EXPRESSLY PROVIDED IN THE DEED OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT OR BEFORE CLOSING.

FOLLOWING THE CLOSING, GRANTEE WAIVES AND RELEASES GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS AND FOREVER RELEASES AND DISCHARGES GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS FROM ANY AND ALL DAMAGES, CLAIMS, LOSSES, LIABILITIES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES OR RIGHTS OF CONTRIBUTION WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, AT, UNDER, OR EMANATING FROM OR TO THE PROPERTY, OR NONCOMPLIANCE WITH ANY LAW OR REGULATION APPLICABLE THERETO, UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LAWS. GRANTEE ACKNOWLEDGES THAT THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCE MAY INCREASE GRANTEE'S COST OF DEVELOPMENT AND THAT THIS RELEASE APPLIES TO ANY SUCH INCREMENTAL DEVELOPMENT COSTS.

Memorandum

Date: 6/2/2026
Meeting of: City Council

File No. AM No. 26-084
Type: Consent Item

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

Fire	Adrian Sheppard, Fire Chief	425-556-2200

DEPARTMENT STAFF:

Fire	Jim Whitney	Deputy Fire Chief
Fire	Amy Moorhead	Medical Services Administrator

TITLE:
Approval of the King County Emergency Medical Services (EMS) Advanced Life Support Services Contract (PHSKC Agreement #14835 EMS) for the 2026-2031 King County EMS Levy

OVERVIEW STATEMENT:
The Fire Department is seeking approval of the King County EMS Contract for Advanced Life Support Services (ALS) for the January 1, 2026 through December 31, 2031 King County EMS Levy period and to authorize the Mayor to sign the contract.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  - Redmond's Fire Department Strategic Plan for 2022-2027
  - Redmond Fire Department's Community Risk Assessment & Standards of Cover for 2022-2027
- **Required:**
  RCW 84.52.069
- **Council Request:**
  N/A
- **Other Key Facts:**
  On May 20, 2025, City Council approved resolution No. 1603: Placement of a Countywide Ballot Measure Before Voters in 2025 for a Funding Levy to Support Medic One/Emergency Medical Services (EMS) for the Period from January 1, 2026, through December 31, 2031. The levy was then approved by voters in November 2025 to set a

countywide rate of 25 cents per $1,000 of assessed property value for the 2026-2031 period. The City Council previously approved a resolution supporting the 2020-2025 King County Medic One/Emergency Medical Services levy on June 4, 2019. The levy was later approved by voters in the November 2019 election at a rate of 26.5 cents per $1,000 of assessed property value.

OUTCOMES:

The contract for the period of January 1, 2026 through December 31, 2031 will provide stable and predictable revenue to the City of Redmond, consistent with the King County EMS Levy financial policy and the voter-approved November 2025 levy. This funding supports the full cost of advanced life support (ALS) services and is critical to maintaining the City's overall fiscal stability.

King County manages training, education, and quality assurance to ensure consistent standards across jurisdictions, supporting high-quality patient care and regional interoperability.

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:
A rate of 25-cents per $1,000 of assessed value for 2026-2031.

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

Budget Offer Number:
277

Budget Priority:
Safe & 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
5/19/2026	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 current EMS levy expired at the end of 2025. In order to receive funding starting in 2026, the contract must be executed by the City.

ANTICIPATED RESULT IF NOT APPROVED:
Limited or discontinued funding for several essential services that the City of Redmond provides to its community and the broader region.

ATTACHMENTS:
Attachment A: King County Contract for Advanced Life Support Services 2026-2031 (PHSKC Agreement #14835 EMS)

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Public Health Seattle & King County	**COMMUNITY SERVICES AGREEMENT – OTHER GOVERNMENT**	**PHSKC Agreement #** 14835 EMS

This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).

RECIPIENT NAME	**RECIPIENT FEDERAL TAX ID #**
City of Redmond	91-6001492
RECIPIENT ADDRESS	**RECIPIENT CONTACT & EMAIL ADDRESS**
8450 161st Ave NE, Redmond, WA 98052	Adrian Sheppard; asheppard@redmond.gov

PHSKC DIVISION	**PROJECT TITLE**
EMS	Advanced Life Support

AGREEMENT START DATE	**AGREEMENT END DATE**	**AGREEMENT MAXIMUM AMOUNT**
January 01, 2026	December 31, 2031	$16,285,711.00

FUNDING DETAILS

Funding Source	PHSKC Contract #	Amount	Effective Dates
EMS Levy		$16,285,711.00	Jan 01 2026 TO Dec 31 2031

FUNDING SUMMARY FEDERAL:	COUNTY: $16,285,711.00	STATE:	OTHER:

IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? No

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:
Appendix 1 – Insurance Requirements
Exhibit A – ALS Scope of Work
Exhibit A1 – ALS UW Training
Exhibit B - Budget
Exhibit C – 2026 ALS Allocations and Contract Authority
Exhibit C1 – ALS Support of Harborview Paramedic Training Invoice
Exhibit C2 – ALS Support of BLS Activities Invoice
Exhibit C3 – ALS Support of Emergency Medical Dispatch Invoice
Exhibit C4 – ALS Support of EMS Training Section Invoice

In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (https://kingcounty.gov/en/dept/dph/about-king-county/about-public-health/working-with-public-health/contracts), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO, Nondiscrimination, Payment of a Living Wage, Civil Immigration Enforcement, and, as applicable, HIPAA, and Credentialing.

RECIPIENT SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Adrian Sheppard Fire Chief	
PHSKC SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
(This form is available in alternate formats for people with disabilities upon request.)

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KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.

B. This Agreement may be terminated by the County without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.

C. This Agreement may be terminated by the Recipient without cause, in whole or in part, prior to the date specified on page 1, by providing King County six (6) months advanced written notice of termination.

D. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

E. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

F. County funds must supplement, not replace (supplant) non-county funds. Recipient must ensure that County funds do not supplant funds that have been budgeted for the same purpose through non-County sources. Recipient may be required to demonstrate and document that a reduction in non-County resources occurred for reasons other than the receipt of expected receipt of County funds.

G. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. Compensation and Method of Payment

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A. The total Agreement compensation shall be determined annually by King County. The amount allocated for the first year shall be **$16,285,711.00.** Subsequent allocations shall be determined by the County consistent with the following allocation method in the form of a letter signed by the Public Health Director or designee.

1. As identified in the Medic One/Emergency Medical Services 2026-2031 Strategic Plan, each paramedic contractor's annual ALS Medic Unit, System, and Equipment allocations are determined by multiplying the number of operating medic units by the unit; the Program/Supervisory allocation is multiplied by allocation partially based on units and partially based on agency. While the system allocation budget is calculated on an allocation basis, expenses related to this category are invoiced at actual costs. These combined amounts equate to the standard unit allocation and is inflated yearly per formulas in the Medic One/Emergency Medical Services 2026-2031 Strategic Plan. Funds from the medic unit and program/supervisory allocations can be set aside for future use in the agency's provider/program balance. In addition, the County may add to the ALS provider's annual contract an amount not to exceed the ALS agency's provider's program/fund balance from the prior year.

2. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoices, Exhibits C-1, C-2, C-3, and C-4, which comply with the attached Budget, Exhibit B. Equipment allocation can be invoiced after updated multi-year equipment plan, including all expenses from the previous year is received.

B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits or agreed upon alternatives not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

C. The Recipient shall submit its final invoice and all outstanding reports within 60 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.

D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components and allocations. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories within an allocation is expected to exceed 10% of the Agreement allocation amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Transfers between unit and program/supervisory allocation budgets of 10% or less may be proposed and reviewed in a regional process and pre-approved separately by EMS Division Director and need not be incorporated by written amendment.

E. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.

1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business-related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: http://www.gsa.gov.

2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference http://www.gsa.gov for the current host city per diem rates.

3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.

4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable generally accepted government accounting standards (GAGAS).

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.

B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents.

C. Except as provided in Section 6 of this Agreement, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.

D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.

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E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at https://kingcounty.gov/en/dept/dph/about-king-county/about-public-health/working-with-public-health/contracts/hipaa-compliance.

7. Audits

A. If the Recipient is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.

B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

A. The County will notify the Recipient in writing of the nature of the breach;

The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;

C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;

D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry

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out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.

C. The Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.

D. The County shall defend, indemnify, and hold harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

The Recipient, unless expressly waived in Appendix 1, shall procure and maintain for the term of this Agreement, insurance covering King County as an additional insured, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its

agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages required by this contract are contained in Appendix 1.

A. Municipal or state agency provisions

If the Contractor is a Municipal Corporation or an agency of the State of Washington or any other Public Agency and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached and be incorporated by reference and shall constitute compliance with this section.

B. Deductibles and self-insured retentions

Any deductibles or self-insured retentions shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor or its Subcontractor.

C. Other insurance provisions: The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain, the following provisions

1. All Liability Policies (except Employers Liability, Workers Compensation and Professional Liability (Errors and Omissions):
    a. King County, its officers, officials, employees and agents are to be covered as additional insureds, for full coverage and policy limits, as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured Endorsement(s) shall be included with the certificate of insurance, “CG 2010 11/85" or its substantive equivalent is required. The County requires these Endorsement(s) to complete the Contract.
    b. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.
    c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. All policies
    a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after thirty (30) days prior written notice has been given to the County.
    b. Each insurance policy shall be written on an "occurrence" basis/form; except that insurance on a "claims made" basis/form may be acceptable with prior County approval.

    If coverage is approved and purchased on a "claims made" basis/form, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of Contract termination and/or conversion from a "claims made" form to an "occurrence" coverage form.

D. Acceptability of Insurers

1. Insurance coverage is to be placed with insurers with an AM Bests' rating of no less than A: VIII, or, if not rated with an AM Bests', with minimum surpluses the equivalent of an AM Bests' surplus size VIII.
2. Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with an AM Bests' rating of B+:VII. Any exception must be approved by the County.

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3. If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Verification of coverage

1. The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. In the event of a claim, the County reserves the right to require complete, certified copies of all required insurance policies at any time, which may be redacted of confidential and proprietary information.
2. If the Agency/Contracting Party is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA) or any other self-insurance risk pool, a written acknowledgement/certification of current membership will be attached to the Agreement as Exhibit I and satisfies the insurance requirements specified above.
3. County's receipt or acceptance of Contractor's evidence of insurance without comment or objection, or County's failure to request certified copies of such insurance does not waive, alter, modify or invalidate any of the insurance requirements set forth above or, consequently, constitute County's acceptance of the adequacy of Contractor's insurance or preclude or prevent any action by County against Contractor for breach of the insurance requirements.

F. Insurance for subcontractors

1. If the Contractor subcontracts any portion of this Contract pursuant to Section XIII, the Contractor shall include all subcontractors as insureds under its policies or shall require reasonable and appropriate insurance coverage and insurance limits to cover each of the subcontractors liabilities given the subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any subcontractor must comply with the specified insurance requirements, including the requirements under "Other insurance provisions".
2. Contractor is obligated to require and verify that each subcontractor maintains the required insurance and ensure that King County is included as additional insured. Upon request by King County, and within five (5) business days, Contractor must provide evidence of each subcontractor's insurance coverage, including endorsements.

G. All coverages and requirements

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

12. <u>Assignment/Sub-agreements</u>

A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, <u>provided</u> that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.

C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.

D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination and Equal Employment Opportunity

The Recipient shall comply with all requirements found at https://kingcounty.gov/en/dept/dph/about-king-county/about-public-health/working-with-public-health/contracts..

14. Conflict of Interest

A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.

B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.

C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

A. The Recipient agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of $5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, shall be treated as a capital asset, including tagging. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.

B. The Recipient will develop an equipment asset plan showing the use of the equipment allocation and submit the plan to the EMS Division with the Year-end Report. The plan will provide an accounting for all equipment allocation funds, all equipment related reserve funds and any other funds provided by King County related to the equipment plan, include balance information on each agency's internal reserve fund, accounting for annual contributions and expenses, surplus value and revenue received from surplusing equipment, and asset liability information. Funds from the sale of equipment must be used to provide services or purchase equipment under this Contract or returned to the King County EMS Fund. Any unused funds from the equipment allocation must be reported and returned to the

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King County EMS Fund. The equipment allocation can be used for all equipment costs, including those classified as operating by an agency, that have a lifespan of more than one year.

C. In the event Recipient no longer provides services under a contract with the County, equipment and the equipment allocation funds/reserves are to be returned to the King County EMS Fund or transferred to a new, Recipient as determined by the County.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

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22. Notices

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at https://www.docusign.com/company/terms-of-use.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS

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APPENDIX 1 – INSURANCE REQUIREMENTS

PHSKC Agreement # 14835 EMS

Unless waived under section A below, the following insurance requirements are hereby incorporated into the referenced Agreement's terms and conditions.

Section A.

The requirement that Contractor maintains insurance coverage as specified for this Agreement is not waived.

Section B. Specific Requirements

General Liability Insurance:

$3,000,000 per occurrence and $3,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, ongoing operations, and contractual liability. Limits may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County.

Products and Completed Liability Insurance:

The General Liability policy shall include coverage for products and completed operations.

Sexual Abuse and Misconduct Liability Insurance:
1. Reserved.
2. Reserved.

Automobile Liability Insurance:

If a vehicle will be used in the performance of the Scope of Work, the Contractor shall maintain Automobile Liability coverage for $3,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering BUSINESS AUTO COVERAGE, symbol 1 'any auto'; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

Professional Liability Insurance (Errors and Omissions):

1. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, $3,000,000 per claim and in the aggregate. 'Professional Services'

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for the purpose of this Contract Section, shall mean any services provided by a licensed professional or those services that require professional standards of care.
2. Reserved.

Cyber Liability/Technology Insurance:

1. If Scope of Work involves access to, handling, and/or storage of sensitive data, to include but not limited to payment card information, personally identifiable information (PII), and personal health information (PHI) of 1,000 or more records, Cyber Liability coverage shall be maintained. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.
$3,000,000 per claim and in the aggregate.

Workers' Compensation Insurance and Employer's Liability ("Stop Gap") Insurance:

1. Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable Federal or 'Other States' State Law. When statutorily required to have Workers' Compensation coverage, Contractor shall maintain Employers Liability or Stop Gap coverage with a limit no less than $1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability), or, in monopolistic states, including but not limited to Washington, the protection provided by the 'Stop Gap' endorsement to the Commercial General Liability policy.

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Exhibit A: Scope of Work
Advanced Life Support (ALS) Service

A. The Recipient shall provide Advanced Life Support (ALS) Services within their geographic boundaries consistent with the following requirements, and in other geographic areas consistent with any mutual aid agreement.

B. ALS services shall comply with the requirements adopted by King County pursuant to Chapter 2.35A.030 of the King County Code or by the King County Medical Program Director (MPD) pursuant to Chapter 18.73 RCW and shall be consistent with scope of Work, EMS Strategic Plan, and EMS Policies.

C. Service Requirements: The Recipient shall ensure that ALS services provided under this Contract are consistent with the following:

I. Personnel:

a. All emergency medical services personnel providing advanced life support (paramedic) services supported by King County funds must be trained and certified by the University of Washington/Harborview Medical Center (UW/HMC) Paramedic Training Program as authorized by RCW 18.71.200. All emergency medical services personnel providing pre- hospital care in King County must be authorized to provide such care by the King County MPD. Standard staffing configuration is two Harborview trained paramedics.

b. The Recipient will develop and maintain a background check policy for the hiring of paramedic personnel. The Recipient will participate in the reporting requirements of the Uniform Disciplinary Act (RCW 18.130).

c. The specific content for certification and recertification, including maintenance of invasive skills consistent with King County requirements, is contained in the attached Requirements for UW/HMC Paramedic certification and Recertification (Exhibit 1A), as approved by the King County MPD. Updates to these requirements will be discussed with ALS agencies and provided to each

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agency/recipient. Recipient shall comply with these requirements as updated during the contract period. The EMS Division shall provide the Recipient with written notice of revised requirements.

II. Continuing Medical Education: Paramedic personnel will participate in a program of continuing medical education as established by the UW/HMC Paramedic Training Program and approved by the King County MPD, or his/her designee, and in partnership with the EMS Division.

III. Medical Standards: The Recipient shall adhere to standards of medical care for the triage, treatment and transport of patient as authorized by the King County MPD pursuant to RCW 18.73 and 18.71, and function under the authority of the King County MPD or a delegate physician.

a. Medical Program Director: The Recipient must have a physician - designated in writing by the King County MPD and the EMS Division Director - to provide medical control. Oversight will include but is not limited to:

1. Providing in-service education to paramedics based on run reviews and other appropriate material;

2. Ensuring compliance with King County advanced life support medical standards for the triage, treatment and transport of patients;

3. Providing the King County MPD and Paramedic Training with the appropriate information necessary for paramedic recertification, as per Exhibit A1 ALS UW Training document.

4. Maintaining an effective liaison with emergency room physicians, hospitals and other EMS partners to assure an effective working relationship with the paramedic program;

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5. Attending meetings called by the King County MPD to review and make recommendations regarding medical triage, treatment and transport protocols and procedures;

6. Participating in an ongoing system of regional quality improvement coordinated by UW/HMC Paramedic Training Program, the King County MPD and the EMS Division; and

7. Creating a staffing plan for paramedics and supervisors at the beginning of the levy period and update when significant changes are made or updates are requested by EMS Division.

b. Scope of Practice: Paramedic practices within the King County system are described by the basic training achieved through the UW/HMC Center Paramedic Training Program and by subsequent modifications directed by the King County MPD or designee.

c. Patient Confidentiality: Information concerning the evaluation and treatment of a patient by ALS personnel in the performance of their duties is to be handled as confidential material, including patient name, medical history, incident location, or any other confidential information. Confidential medical information may not be released unless the patient or his/her court-appointed representative completes and signs an Authorization for Release of Information form in accordance with Washington RCW 70.02 and the federal Health Insurance Protection and Portability Act.

d. Equipment:

1. The Recipient will maintain an ongoing inventory of four to six-month supply of infectious disease personal protective equipment (PPE).

2. All vehicles used to deliver emergency medical services and supported by King County funds must meet vehicle standards as established by the Washington State Department of Health pursuant to RCW 18.73, unless waived by the State Department of Health Office of EMS Trauma Prevention Licensing.

3. Medical equipment used by personnel supported by King County funds must meet appropriate

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federal or state standards or county protocols.

e. Transportation Policy: The Recipient will be responsible for developing a policy for the transport of patients from the incident scene to the treatment scene. Such policy should provide for transportation based upon determinants of transport need, including medical necessity and mitigating circumstances. The decision for ALS transport or not, and the mode of transport, may be made with online direct medical control and made with respect to the trauma designation of the receiving facility. Transport destinations should be consistent with the Washington state Trauma System Activation Guidelines.

f. Record Keeping and Record Submission: An Electronic Health Record (EHR) must be created to document a response to an emergency medical incident, including cancelled calls. An EHR record must be completed as accurately and thoroughly as possible. Completed patient care reports must be submitted to the EMS Division. In the case of cardiac arrest events (or other events, such as research protocols, or as defined by the King County MPD), notification must be provided to the EMS Division within 24 hours and completed records within the time specified (i.e., 2 days of the event in 2026) by the King County MPD. Agencies are responsible for retention of the patient care record per Washington state records retention requirements.

g. Service Modifications: Review and modifications of ALS requirements may be conducted on a regular basis. ALS services shall be consistent with any modifications to protocols or procedures as adopted by the King County MPD.

IV. Mutual Aid Agreements: A specific plan for mutual aid with adjacent BLS and ALS agencies shall be established and available for review by the EMS Division by December 31, 2026. The Recipient is responsible for coordinating with the EMS Division regarding compliance to response outside of King County.

V. Sub-agreements: Section 12A of the contract prohibits Recipients from subcontracting for ALS services with other agencies unless the County has given prior written consent. A Recipient that is considering subcontracting or merging with other agencies to provide services covered by the Scope of

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Work should notify the EMS Division Director and provide periodic updates regarding the deliberations.

VI. Joint EMS Agency Activities: The Recipient may conduct joint non-response related activities, such as trainings or drills with regional EMS partners.

VII. Quality Improvement Program: The Recipient agrees to actively participate in an ongoing program of Quality Improvement consistent with the regional standards established by the UW/HMC Paramedic Training Program, the King County MPD, and the EMS Division. Elements of the program should include:

1) paramedic assessment and oversight,
2) sentinel event and inquiry,
3) ALS patient care record review; and
4) paramedic certification and recertification maintenance and oversight.

The Recipient must have a written Quality Improvement Plan that specifies the Recipient's internal quality review activities and should be available for review by the EMS Division by December 31, 2026.

VIII. Performance Measurement and Review: The Recipient agrees to participate in an ongoing program of regional performance measurement and review. Performance indicators will be reported by the EMS Division on an annual basis and updated as needed. Standards for the Recipient will be monitored in the following major areas: total call volume, average unit response time, percent of response times greater than or equal to 8, 10, 12, and 14 minutes, and critical skills. Mitigation activities, including assessment of medic unit placement, will be initiated with the Recipient if needed.

IX. Proposed Research and Evaluation Activities: Any proposed clinical research or evaluation activities involving personnel, equipment or data supported directly or indirectly by King County funds must receive prior review and written approval by the King County MPD and the EMS Division Director and must be in compliance with State, County and local regulations and laws.

X. Support of Regional Activities

1. UW/HMC-Paramedic Training Annual funding is provided to reimburse ALS agencies that use existing paramedics to conduct activities related to the training

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of new paramedics in the UW/HMC Paramedic Training Program ALS agencies will work directly with the UW/HMC Paramedic Training Program to coordinate and schedule paramedic participation within the agreed-upon budgetary guidelines.

2. Regional Paramedic Continuing Medical Education (CME): The UW/HMC Paramedic Training Program, which maintains oversight of defining and directing core CME training for all county providers, will meet and confer regularly with provider groups and the EMS Division to review, plan and support regional CME offerings.

3. ALS Support for BLS Activities: Annual funding is provided for the ALS support of BLS activities, including BLS QI, enhanced BLS training, training focused on improving interaction between the ALS and BLS tiers in the EMS system and furthering improvements in patient outcomes, and the management, oversight and coordination of the program. Expenses related to required EMT State OTEP recertification requirements are considered BLS agency costs and are not eligible costs for reimbursement.

   Paramedics are responsible for conducting the clinical review of cases and providing subsequent follow-up and training. Compensation is dependent upon submitting a standardized run review report form for each BLS agency on a quarterly basis to the EMS Division Administrative Section, conveying:

   1. Number of cases reviewed;
   2. Date of trainings conducted and topics taught in class; and
   3. A descriptive account of issues identified while conducting run review, including areas of achievement, deficiency and trends.

4. Training & Education Section: Funding is available for recipients to be reimbursed for providing training and subject matter expert support to EMS Division Training programs per the written agreement of the responsible EMS Division program manager.

5. Emergency Medical Dispatch (EMD) program: Funding is available for recipients to be reimbursed for providing training and subject matter expert support to the Emergency Medical Dispatch program per the

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written agreement of the responsible EMS Division program manager.

XI. Financial Management and Oversight:

1. **ALS Services**: The Recipient agrees to participate in a standard way of categorizing costs for reporting ALS expenditures by allocation. The Recipient also agrees to ensure the provision of ALS services within the allocations, to be monitored via:

a. Tracking of unit costs providing direct paramedic services, including salaries and benefits, medical supplies, pharmaceuticals, vehicle and facility costs and other costs associated with direct paramedic services not included in the system allocation.

b. Tracking of program/supervisory allocation including costs related to the management and supervision of direct paramedic services such as the management, administration, supervision, and analysis (including quality improvement) of direct paramedic services.

c. Developing, reporting, and tracking System costs that include expenses that vary significantly between agencies including dispatch, medical direction, and costs associated with paramedic students per the Medic One/Emergency Medical Services 2026-2031 Strategic Plan.

d. Development and management of an annual equipment plan that tracks expenditures and projects costs of replacing equipment covered by the equipment allocation.

2. The Recipient will provide the following deliverables to the EMS Division as appropriate:

a. Year End Report: Final invoice will generally serve as year-end report. If invoice includes expenses related to others years (such as retro related to labor contracts or pre-pays for agencies not on an accrual basis), agency will submit report showing final invoice, amounts related to other years (indicating which year) with final column showing adjusted year-end totals. The Recipient will submit its Year End Report no later than February 28 of each year.

b. Year End Accrual Estimate: The Recipient shall submit a Year End Accrual Estimate to meet Public

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Health - Seattle & King County year-end deadlines.

c. Equipment Asset Plan: The Recipient will work with the EMS Division to develop an Equipment Plan per the Medic One/EMS Strategic Plan. The Recipient shall develop and submit an annual EMS Division - approved Equipment Asset Plan including documentation of the previous year's actual expenses prior to invoicing the current year's Equipment Allocation. Invoiced equipment allocation will be used for current expenditures or placed into an internal reserve account/fund set up for ALS equipment. Each year the plan will be updated to match the balance in Recipient's fund or balance sheet account. Significant changes in planned expenditures not included in the Recipient's submitted Equipment Asset Plan shall be approved by the EMS Division prior to purchase of equipment. The Recipient will participate in discussions and analysis related to equipment and assumed lifespans included in the Equipment Allocation.

d. Program Balance Report: Each year, the EMS Division will provide the Recipient with a report showing their current program balances. The Recipient will provide the EMS Division with a plan for the use of their program balances within 90 days of receiving the report.

e. Invoice Methodologies: The Recipient will have procedures in place to ensure that BLS costs are not included on ALS invoices. Agencies will provide updates related to significant changes in methodology or as requested.

3. **Use of reserves and contingencies**. Reserves and contingencies exist to help ALS agencies cover unanticipated eligible expenses. Contingencies are also available to cover regional needs. Accessing reserve and contingency funding includes a formal request by agencies outlining the need, funding level, and review of unencumbered program balances. Reserve usage requires the review and recommendation by the EMS Advisory Committee (EMSAC) Financial Subcommittee and EMSAC.

4. **Support of BLS and regional programs.** Contract authority is provided to support BLS providers and existing

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regional programs. Expenses can be invoiced using approved invoice reporting forms.

a. UW/HMC Paramedic Training. ALS programs will document requests from the UW/HMC Paramedic Training Program and can invoice the EMS Division within contract amount in Exhibit B and in a yearly letter for reimbursement of activities supporting the UW/HMC Paramedic Training Program that are consistent with EMS Division and Paramedic Training documentation related to the management of this program. Reimbursement will be by activity and include hours spent and reimbursable expenses. Eligible expenses are ALS agency staff time supporting courses or drills, and associated expenses. Classroom costs will be covered by the UW/HMC Paramedic Training Program. Invoice Exhibit C-1.

b. Regional Paramedic Continuing Medical Education (CME): ALS agencies may invoice the ALS System Allocation for hours spent on teaching regional paramedic CME courses that maintain and mutually support recertification and licensure requirements of their and all King County paramedics in a regional manner.

c. ALS Support for BLS Activities. Recipient agrees to ensure the provisions of ALS Support for BLS Activities within the allocation, to be monitored by tracking of eligible costs including BLS run review and QI, enhanced BLS training, and management, oversight and coordination of the program. Invoice Exhibit C-2.

   Expenses related to required EMT State OTEP recertification are considered BLS agency costs and are not eligible for reimbursement

d. Regional Programs Support. Contract authority is provided to allow ALS agencies to support Regional Programs, specifically Emergency Medical Dispatch and Training and Education based on written agreement with the responsible EMS Division program manager. Invoices for approved work will include hours spent and expenses for requested work. Invoice Exhibit C-3 for EMD, C-4 for Training.

Docusign Envelope ID: 1CC72FBE-3732-4B2E-81C8-02BC5A7593E1

Exhibit A1: Advanced Life Support (ALS) Service 2026 – 2031 Requirements for University of Washington Paramedic Certification and Recertification

This document outlines the requirements for certification and the requirements to maintain that certification. In all respects, these requirements will meet or exceed Washington State requirements as outlined in Chapter 246-976 WAC and must adhere to the Michael K. Copass, MD, Paramedic Training program (hereafter referred to as Paramedic Training).

I. Certification as a physician's trained emergency medical service paramedic (hereafter referred to as paramedic).

Initial certification as a paramedic will be recommended by Paramedic Training to the state for certification to persons who successfully complete the program.

1. An application for certification submitted by a sponsoring provider agency to include:
   a) Proof of a valid driver's license
   b) Proof of current immunizations
   c) Proof of current EMT certification
   d) Proof of affiliation with sponsoring provider agency
   e) Proof of current Washington State Patrol Background check

2. Completion of the nationally accredited coursework and testing from the University of Washington/Harborview Medical Center Paramedic Training Program.

3. National Registry Paramedic Certification

4. Recommendation from the University of Washington/Harborview Medical Center Paramedic Training Program to the State of Washington for certification.

5. Application to the State of Washington by the candidate and aligning

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with the Michael K. Copass MD, Harborview Medical Center Emergency Services Supervisor Organization (hereafter referred to as Paramedic Training) as their primary agency using the Washington State Secure Access Washington (SAW) account.

II. Recertification as a paramedic with Paramedic Training.

Recertification is required every three years for Seattle/King County state certified Paramedics (recertification "year" shall be 1 July through 30 June). Paramedics must successfully complete the following King County Medical Program Director (MPD) approved curriculum and requirements:

1. An application for recertification submitted by a sponsoring provider agency to include the following training:
    a. Satisfactory documentation of Continuing Medical Education (CME) requirements
    b. Satisfactory documentation of skills requirements
    c. Recommendation of the provider agency MPD
    d. Current approved Advanced Cardiac Life Support (ACLS) or MPD approved equivalent training
    e. Current approved Pediatric Advanced Life Support (PALS) or MPD approved equivalent training

2. Successful completion of the annual examination tendered by Paramedic Training

III. COMPONENTS OF RECERTIFICATION

1. Application for Recertification: The employer of each expiring paramedic will submit a completed application form on his/her behalf. Forms will be provided by Paramedic Training and must be submitted no later than the first Thursday of June, in order to be processed before the expiration (30 June) of their current certification.

2. Continuing Medical Education (CME): A minimum of 50 hours each year of approved CME, as outlined below, is required for recertification. An additional 2 hours each year must be training in infectious disease prevention to meet chapter 70.24 RCW and will be provided by the employer (as per WAC 246-976).

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CME Required by MPD

- A minimum of 50 hours of approved CME each year
- 12 hours of Tuesday Series successful attendance, 6 or more of those hours must be in person at Harborview Medical Center. The remaining 6 hours should be from the current recertification year.
- Formal MPD approved ACLS & PALS courses every other year
- Public Health – Seattle & King County EMS Division Bloodborne Pathogens every year
- 2 hours per year must be devoted to pediatric medical education, of which PALS covers one year.

Additional CME hours currently approved by MPD

- Tuesday Series lectures may be viewed for credit (a maximum of 18 hours). This includes completing the cognitive exam hosted by EMS Online with a passing score.
- Current CME offered by the Public Health – Seattle & King County EMS Division.
- Physical attendance at scheduled Paramedic Training Core Curriculum classes at HMC
- Formal lectures or instruction related to health care and classes taught by hospital physicians and documented with notes and approved by MPD or their delegate
- PHTLS, ATLS, PEPP, EMSC Instructors/Training Courses every other year
- National or Regional EMS seminars, with certification of attendance.
- Teaching of emergency care subjects to EMS personnel, if it serves to maintain or improve paramedic skills (with a maximum of 20 hours/year).
- Medical Director run reviews and approved training sessions.
- EMS continuing medical education and ongoing training programs approved by national accreditation organizations (e.g., CAPCE) are recognized by the department
- National Association of EMS Educators
- West Region EMS and Trauma Care Council Conference
- JEMS Annual Conference

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Skills Maintenance: The following skills procedures must be performed annually:

1. Vascular access proficiency will be demonstrated annually to the satisfaction of the MPD or MPD delegate. This training includes the mandated annual training of advanced-level vascular access, infusion, and monitoring as well as other relevant skills identified in DOH 530-173.

2. Airway Management Course: Annual demonstration of psychomotor skills in compliance with Paramedic Training requirements.

   An intense lecture and lab utilizing a Medical Program Director (MPD) or MPD delegate approved high-fidelity simulator (currently the AJAMS) will cover all aspects of the surgical airway, with courses offered year-round by provider groups using materials approved by the MPD or delegate.

3. Recertification Examination: This examination will be developed, conducted, and scored by Paramedic Training.

4. MPD Recommendation: Upon completion of all recertification criteria, the MPD shall authorize submission of the application for recertification by signature. Applications will be reviewed and validated or returned for corrections by Paramedic Training.

5. Paramedics will align with Paramedic Training as their primary agency by creating and using the State of Washington's SAW account. The recertifying paramedic will complete the recertification process in their SAW account using the Ongoing Training Evaluation Program (OTEP) option, at a minimum, 6 weeks before the expiration date. Using the Continuing Medical Education option requires approval from the MPD or their delegate, as well as Paramedic Training.

6. Record Keeping
   Each employer is required to maintain files on members' CME hours and other recertification requirements for a period of 7 years. Files shall be maintained in yearly blocks that coincide with the recertification cycle and will be made available for review by a representative of Paramedic Training. However, it is the paramedic's responsibility to submit this information in a timely manner so that the files are up to date. The paramedic is

Docusign Envelope ID: 1CC72FBE-3732-4B2E-81C8-02BC5A7593E1

responsible for accomplishing the recertification requirements before the deadline in June. All classes, lectures, and seminars outside the University system must be pre-approved by the MPD or delegate to validate their use for their CME hours.

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2026 ALS Allocation Contract
Redmond Fire Department

Exhibit B

ALS Funding	
Units	*3*
ALS Unit Cost	$8,404,536
ALS Program/Supv	$2,526,581
ALS System Allocation	$1,119,093
ALS Equipment	$455,463
SUBTOTAL	**$12,505,673**
Other ALS Funding	
ALS Support for BLS Activities	$196,268
Initial Paramedic Training NTE	$83,000
EMD Program Support	$40,000
Training Program Support	$25,000
Program Balances	$3,435,770
SUBTOTAL	**$3,780,038**
TOTAL	**$16,285,711**

Docusign Envelope ID: 1CC72FBE-3732-4B2E-81C8-02BC5A7593E1

EXHIBIT C

EMERGENCY MEDICAL SERVICES FUND

2020-2025 ADVANCED LIFE SUPPORT SERVICES INVOICE

Agency Name: **Redmond/NEKC Medic One**

For Period: _____

% of year remaining _____

Start _____

Finish _____

	Budget	This Invoice	Previous Totals	Expenses To Date	Budget Remaining	% Remaining
UNIT ALLOCATION						
Salaries & Benefits:						
Paramedic Salaries				$ -	$ -	
Paramedic Overtime						
Paramedic Employee Benefits				$ -	$ -	
Subtotal Employee Salaries & Benefits:	$ -	$ -	$ -	$ -	$ -	
Other Costs:						
Pharmaceuticals, Medical Supplies & Minor Equipment				$ -	$ -	
Information Technology/Communications				$ -	$ -	
Uniforms, Fire & Safety Supplies & Services				$ -	$ -	
Vehicle Costs				$ -	$ -	
Facility Costs				$ -	$ -	
Training				$ -	$ -	
Administrative and Other Costs				$ -	$ -	
Misc.				$ -	$ -	
Subtotal Other Costs:	$ -	$ -	$ -	$ -	$ -	
Indirect/Overhead Costs:(1)				$ -	$ -	
Subtotal Indirect/Overhead Costs:	$ -	$ -	$ -	$ -	$ -	
SUBTOTAL OPERATIONAL ALLOCATION:	$ -	$ -	$ -	$ -	$ -	
PROGRAM/SUPERVISORY ALLOCATION						
Salaries & Benefits:						
Field MSO Salaries (including Acting MSOs)				$ -	$ -	
Overtime				$ -	$ -	
Office/Support MSO Salaries				$ -	$ -	
MSA/Chief & Admin Support staff				$ -	$ -	
Other non-uniformed Support Services				$ -	$ -	
Subtotal Salaries:	$ -	$ -	$ -	$ -	$ -	
Subtotal Employee Benefits:					$ -	
Subtotal Employee Salaries & Benefits:	$ -	$ -	$ -	$ -	$ -	

Docusign Envelope ID: 1CC72FBE-3732-4B2E-81C8-02BC5A7593E1

	Budget	This Invoice	Previous Totals	Expenses To Date	Budget Remaining	% Remaining
Other Costs:						
Administrative Expenses				$ -	$ -	
Information Technology/Computers				$ -	$ -	
Uniforms, Fire & Safety Supplies & Services				$ -	$ -	
Vehicle Costs (as appropriate)				$ -	$ -	
Facility Costs (headquarters)				$ -	$ -	
Training				$ -	$ -	
Misc.				$ -	$ -	
Subtotal Other Costs:	$ -	$ -	$ -	$ -	$ -	
Indirect/Overhead Costs:(1)				$ -	$ -	
Subtotal Indirect/Overhead Costs:	$ -	$ -	$ -	$ -	$ -	
SUBTOTAL PROGRAM/SUPERVISORY ALLOCATION:	$ -	$ -	$ -	$ -	$ -	
SYSTEM ALLOCATION						
Paramedic Students (salary, OT, Benefits)				$ -	$ -	
Paramedic Student Recruitment				$ -	$ -	
Medical Direction (salary or contract)				$ -	$ -	
Dispatch				$ -	$ -	
Regional Paramedic CE trainer				$ -	$ -	
Field Blood Transfusions				$ -	$ -	
Indirect/Overhead (1)				$ -	$ -	
Other (as approved)				$ -	$ -	
SUBTOTAL SYSTEM ALLOCATION:	$ -	$ -	$ -	$ -	$ -	
Use of approved contingency, reserves or program balances:						
Program Balances				$ -	$ -	
Approved Contingency/Reserves*				$ -	$ -	
SUBTOTAL CONTINGENCY/ RESERVES:	$ -	$ -	$ -	$ -	$ -	
TOTAL OPERATIONAL:	$ -	$ -	$ -	$ -	$ -	
Equipment ALLOCATION*						
				$ -	$ -	
TOTAL Equipment ALLOCATION:	$ -	$ -	$ -	$ -	$ -	
TOTAL ALS:	$ -	$ -	$ -	$ -	$ -	

Comments: (*please comment on issues and address labor lines that are at a 10% variance and other items at a 20% variance with % of year completed)* :

*Describe approved use of contingency or reserves:

**Agencies will submit asset management plan showing use of funds and reserve levels sufficient for replacements prior to invoicing equipment allocation.

Updated December 2025

Docusign Envelope ID: 1CC72FBE-3732-4B2E-81C8-02BC5A7593E1

Public Health
Seattle & King County

INVOICE

Contract Number:
Exhibit: C1 ALS Support Initial Paramedic Training
Contract Period of Performance:

[ALS Agency Name]
[contact name]
[address 1]
[address 2]

[email}

Submit signed invoice to:
Becky Ellis
Emergency Medical Services
401 5th Ave., Suite 1200
Seattle, WA 98104
becky.ellis@kingcounty.gov

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	
Supplier #	
Supplier Pay Site	
Remit to Address	
Invoice Date	
Invoice #	
Amount to be Paid	
Note to AP	
Payment Type	(Circle One) CHECK or ACH
Print on Remittance	
PH Program name & phone	

Invoice for services rendered under this contract for the period of:	Start Date	End Date

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	CFDA	Amount
1145222	830313	53180		101752			N/A	

Attach sheet for multiple POETAs

Direct Costs	Budget	Previously Billed	Current	Cumulative	Balance
Training Support	$ -	$ -	$ -	$ -	$ -
Drills	$ -	$ -	$ -	$ -	$ -
Other requests	$ -	$ -	$ -	$ -	$ -
Total Direct Costs	$ -	$ -	$ -	$ -	$ -
Grand Total	$ -	$ -	**$ -** **Amount Due**	$ -	$ -

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed Date

PH Program Manager Approval Date

Print Name

For Public Health Use Only					
	Received	Entered	CM/PM Review	FM Review	Official Copy Rcvd
Date					
Initial					

Docusign Envelope ID: 1CC72FBE-3732-4B2E-81C8-02BC5A7593E1

EXHIBIT C-2

EMERGENCY MEDICAL SERVICES FUND

2026-2031 - ALS SUPPORT OF BLS ACTIVITIES INVOICE REPORT

Purchase Order #	PH Program Name
Supplier Name	PH Program #
Supplier #	Oracle CPA
Supplier Pay Site	Description to print
Invoice Date	on remittance:
Invoice #	Note:
Amount to be Paid	

ALS Agency Name: _____

Invoice Period: _____ % of year remaining _____

	Budget	This Invoice	Previous Totals	Expenses To Date	Budget Remaining	% Remaining
Run Review						
Admin Run Review & Follow-up				$ -	$ -	
Clinical Run Review & Follow-up				$ -	$ -	
Subtotal Run Review:	$ -	$ -	$ -	$ -	$ -	
Training						
BLS/ALS Interaction Drills				$ -	$ -	
Enhanced BLS Training				$ -	$ -	
Subtotal Training:	$ -	$ -	$ -	$ -	$ -	
ALS Agency Management, Coordination/Oversight				$ -	$ -	
Subtotal Management Costs:	$ -		$ -	$ -	$ -	
TOTAL ALS Support for BLS Activities:	$ -	$ -	$ -	$ -	$ -	

Comments: *Significant findings and training for current invoice*

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Provider Signature _____ Title _____ Date _____

Eligible costs include expenses related to run review & QI, follow-up from reviews, and enhanced BLS Training. Costs associated with State minimum OTEP CE are responsibility of BLS agencies.

Updated: 9/25/2025

Docusign Envelope ID: 1CC72FBE-3732-4B2E-81C8-02BC5A7593E1

Public Health
Seattle & King County

INVOICE

Contract Number:
Exhibit: C3 ALS Support of EMD
Contract Period of Performance:

[ALS Agency Name]
[contact name]
[address 1]
[address 2]
[email]

Submit signed invoice to:
Chris Drucker
Emergency Medical Services
401 5th Ave., Suite 1200
Seattle, WA 98104
CDRUCKER@kingcounty.gpv

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	
Supplier #	
Supplier Pay Site	
Remit to Address	
Invoice Date	
Invoice #	
Amount to be Paid	
Note to AP	
Payment Type	(Circle One) CHECK or ACH
PH Program name & phone	

Invoice for services rendered under this contract for the period of:

Start Date	**End Date**

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	Program	Amount
1048253	830404	53180	150	101752			Training	$ -
1048264	830404	53180	110	101752			SME	$ -
		53180		101752			Other	$ -

Attach sheet for multiple POETAs

Direct Costs	**Budget**	**Previously Billed**	**Current**	**Cumulative**	**Balance**
Training Support	$ -	$ -	$ -	$ -	$ -
Subject Matter Experts (S	$ -	$ -	$ -	$ -	$ -
Other requests	$ -	$ -	$ -	$ -	$ -
Total Direct Costs	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Grand Total	$ -	$ -	**$ -** **Amount Due**	$ -	$ -

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed Date

PH Program Manager Approval Date

Print Name

For Public Health Use Only					
	Received	Entered	CM/PM Review	FM Review	Official Copy Rcvd
Date					
Initial					

Docusign Envelope ID: 1CC72FBE-3732-4B2E-81C8-02BC5A7593E1

Public Health
Seattle & King County

INVOICE

Contract Number:
Exhibit: C4 ALS Support of Training
Contract Period of Performance:

[ALS Agency Name]
[contact name]
[address 1]
[address 2]
[email]

Submit signed invoice to:
Jason Hammond
Emergency Medical Services
401 5th Ave., Suite 1200
Seattle, WA 98104
jhammond@kingcounty.gov

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	
Supplier #	
Supplier Pay Site	
Remit to Address	
Invoice Date	
Invoice #	
Amount to be Paid	
Note to AP	
Payment Type	(Circle One) CHECK or ACH
PH Program name & phone	

Invoice for services rendered under this contract for the period of:

Start Date	**End Date**

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	Program	Amount
	830311	53180		101752			Training	$ -
	830311	53180		101752			SME	$ -
	830311	53180		101752			Other	$ -

Attach sheet for multiple POETAs

Direct Costs	**Budget**	**Previously Billed**	**Current**	**Cumulative**	**Balance**
Training Support	$ -	$ -	$ -	$ -	$ -
Subject Matter Experts (S	$ -	$ -	$ -	$ -	$ -
Other requests	$ -	$ -	$ -	$ -	$ -
Total Direct Costs	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Grand Total	$ -	$ -	**$ -** **Amount Due**	$ -	$ -

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed Date

PH Program Manager Approval Date

Print Name

For Public Health Use Only					
	Received	Entered	CM/PM Review	FM Review	Official Copy Rcvd
Date					
Initial					

Memorandum

Date: 6/2/2026
Meeting of: City Council

File No. AM No. 26-085
Type: Consent Item

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

Fire	Adrian Shepard, Fire Chief	425-556-2200

DEPARTMENT STAFF:

Fire	Jim Whitney	Deputy Fire Chief
Fire	Amy Moorhead	Medical Services Administrator

TITLE:
Approval of the King County Emergency Medical Services (EMS) Basic Life Support Services and Mobile Integrated Health Services Contract (PHSKC Agreement #14807 EMS) for the 2026-2031 King County EMS Levy

OVERVIEW STATEMENT:
The Fire Department is seeking approval of the King County EMS Contract for Basic Life Support Services (BLS) and Mobile Integrated Health Services (MIH) for the January 1, 2026 through December 31, 2031 King County EMS Levy period and to authorize the Mayor to sign the contract.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  - Redmond's Fire Department Strategic Plan for 2022-2027
  - Redmond Fire Department's Community Risk Assessment & Standards of Cover for 2022-2027
- **Required:**
  RCW 84.52.069
- **Council Request:**
  N/A
- **Other Key Facts:**
  On May 20, 2025, City Council approved resolution No. 1603: Placement of a Countywide Ballot Measure Before Voters in 2025 for a Funding Levy to Support Medic One/Emergency Medical Services (EMS) for the Period from January 1, 2026, through December 31, 2031. The levy was then approved by voters in November 2025 to set a

countywide rate of 25 cents per $1,000 of assessed property value for the 2026-2031 period. The City Council previously approved a resolution supporting the 2020-2025 King County Medic One/Emergency Medical Services levy on June 4, 2019. The levy was later approved by voters in the November 2019 election at a rate of 26.5 cents per $1,000 of assessed property value.

OUTCOMES:

The contract for the period of January 1, 2026 through December 31, 2031 will provide stable and predictable revenue to the City of Redmond, consistent with the King County EMS Levy financial policy and the voter-approved November 2025 levy. This funding supports the full cost of basic life support (BLS) services and is critical to maintaining the City's overall fiscal stability.

King County manages training, education, and quality assurance to ensure consistent standards across jurisdictions, supporting high-quality patient care and regional interoperability.

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:
A rate of 25-cents per $1,000 of assessed value for 2026-2031.

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

Budget Offer Number:
277

Budget Priority:
Safe & 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
5/19/2026	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 current EMS levy expired at the end of 2025. In order to receive funding starting in 2026, the contract must be executed by the City.

ANTICIPATED RESULT IF NOT APPROVED:
Limited or discontinued funding for several essential services that the City of Redmond provides to its community and the broader region.

ATTACHMENTS:
Attachment A: King County Contract for Basic Life Support Services 2026-2031 (PHSKC Agreement #14807 EMS)

Docusign Envelope ID: 2CD051D1-3831-44E7-8137-A1B0D149BCD9

Public Health Seattle & King County	**COMMUNITY SERVICES AGREEMENT – OTHER GOVERNMENT**	**PHSKC Agreement #** 14807 EMS

This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).

RECIPIENT NAME	**RECIPIENT FEDERAL TAX ID #**
City of Redmond	91-6001492
RECIPIENT ADDRESS	**RECIPIENT CONTACT & EMAIL ADDRESS**
8450 161st Ave NE, Redmond, WA 98052	Kelley Cochran; Mayorscontracts@redmond.gov

PHSKC DIVISION	**PROJECT TITLE**
EMS	Basic Life Support Services

AGREEMENT START DATE	**AGREEMENT END DATE**	**AGREEMENT MAXIMUM AMOUNT**
January 01, 2026	December 31, 2031	$2,566,174.00

FUNDING DETAILS

Funding Source	PHSKC Contract #	Amount	Effective Dates
EMS Levy		$2,566,174.00	Jan 01 2026 TO Dec 31 2031

FUNDING SUMMARY FEDERAL:	COUNTY: $2,566,174.00	STATE:	OTHER:

IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? No

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:
Appendix 1- Insurance Requirements
Exhibit A – BLS Scope of Work
Exhibit B1 – Basic BLS Allocation invoice
Exhibit B2 – BLS Core Services invoice
Exhibit B3.1 – MIH Agency Invoice
Exhibit B3.2 – MIH Supporting Agency Invoice
Exhibit B5 – Support of EMS Training Section Invoice
Exhibit C – MIH Scope of Work

In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (https://kingcounty.gov/en/dept/dph/about-king-county/about-public-health/working-with-public-health/contracts), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

RECIPIENT SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
PHSKC SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**

Docusign Envelope ID: 2CD051D1-3831-44E7-8137-A1B0D149BCD9

KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.

B. This Agreement may be terminated by the County without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.

C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

E. County funds must supplement, not replace (supplant) non-county funds. Recipient must ensure that County funds do not supplant funds that have been budgeted for the same purpose through non-County sources. Recipient may be required to demonstrate and document that a reduction in non-County resources occurred for reasons other than the receipt of expected receipt of County funds.

F. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. Compensation and Method of Payment

A. The total Agreement compensation shall be determined annually by King County. The amount allocated for the first year shall be: **$ 1.972,240** (BLS), **$ 70,316** (Core), **$ 488,618** (MIH), and **$35,000** (EMT). Subsequent allocations shall be determined by the County consistent with the following allocation method in the form of a letter signed by the Public Health Director or designee.

1. **BLS Basic Allocation:** As identified in the EMS 2026-2031 Medic One/EMS Strategic Plan, each BLS recipient's annual BLS Basic allocation is determined by adding the proportion of the total increase, 60% based on call volumes, and 40% based on assessed valuation to the previous year's allocation.
2. **BLS Core Services:** Recipients may submit a BLS Core Services Program request to the EMS Division to help cover unanticipated costs that cannot be accommodated within an agency's current budget. Each BLS recipient's annual Core Services Program allocation is determined by adding the proportion of the total increase, 60% based on call volume and 40% based on assessed valuation, to the previous year's allocation.
3. **Mobile Integrated Healthcare (MIH):** BLS Recipients will receive funding for participation in Mobile Integrated Healthcare efforts as identified by the EMS Division and regional partners and defined in Exhibit C-MIH Scope of Work. Each BLS recipient's annual MIH funding allocation is determined by adding the proportion of the total increase, 60% based on call volume and 40% based on assessed valuation to the previous year's allocation
4. Additional compensation may be awarded by the County in its sole discretion as follows:
    a) **Regionalization of Initial EMT Training:** To support an expanded set of training forums as defined in Exhibit D.
5. **Support of Regional Programs**: Additional compensation may be awarded by the County in its sole discretion as follows:
    a) **Training and Education**: Based on written agreement and direction by the responsible EMS Division Training and Education Supervisor, recipients may support and be reimbursed for supporting regional training and education programs.
    b) **Other Regional Services programs**: Based on written agreement and direction by the responsible EMS Division Supervisor, recipients may support and be reimbursed for supporting regional services programs.

B. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable in the following manner:

1. **BLS Basic Allocation**: Upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit B1. The Recipient may bill up to the full amount of the annual allocation at any time during the specified contract year if it can certify and document that its total expenditures have equaled or exceeded the full amount of the annual contract.
2. **BLS Core Services**: Upon receipt and approval by the County of a signed invoice as set forth in Exhibit B2.
3. **Mobile Integrated Healthcare (MIH):** Upon receipt and approval by the County of a signed invoice as set forth in Exhibit B3.1 and B3.2.
4. **Regionalization of Initial EMT Training:** Upon receipt and approval by the County of a signed invoice as set forth in Exhibit B4.
5. **Support of Regional Programs.** Reimbursement of costs supporting EMS Regional Programs, specifically related to training and education, will be based on written agreement and direction by the responsible EMS Division program manager, using signed invoice as set forth in Exhibit B5.

C. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits or agreed upon alternatives not more than 60 working days after the close of each indicated

reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

D. The Recipient shall submit its final invoice and all outstanding reports within 90 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.

E. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components and allocations. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement allocation amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.

F. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprograming of under expenditures.

G. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.

1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: http://www.gsa.gov.

2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference http://www.gsa.gov for the current host city per diem rates.

3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.

4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable generally accepted government accounting standards (GAGAS).

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify

King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.

B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents.

C. Except as provided in Section 6 of this Agreement, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.

D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.

E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at https://kingcounty.gov/en/dept/dph/about-king-county/about-public-health/working-with-public-health/contracts.

7. Audits

A. If the Recipient is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.

B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

A. The County will notify the Recipient in writing of the nature of the breach;

The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;

C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;

D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

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B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.

C. The Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.

D. The County shall defend, indemnify, and hold harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. <u>Insurance Requirements</u>

The Recipient, unless expressly waived in Appendix 1, shall procure and maintain for the term of this Agreement, insurance covering King County as an additional insured, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages required by this contract are contained in Appendix 1.

A. Municipal or state agency provisions

If the Contractor is a Municipal Corporation or an agency of the State of Washington or any other Public Agency and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached and be incorporated by reference and shall constitute compliance with this section.

B. Deductibles and self-insured retentions

Any deductibles or self-insured retentions shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor or its Subcontractor.

C. Other insurance provisions: The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain, the following provisions

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1. All Liability Policies (except Employers Liability, Workers Compensation and Professional Liability (Errors and Omissions):
    a. King County, its officers, officials, employees and agents are to be covered as additional insureds, for full coverage and policy limits, as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured Endorsement(s) shall be included with the certificate of insurance, "CG 2010 11/85" or its substantive equivalent is required. The County requires these Endorsement(s) to complete the Contract.
    b. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.
    c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. All policies
    a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after thirty (30) days prior written notice has been given to the County.
    b. Each insurance policy shall be written on an "occurrence" basis/form; except that insurance on a "claims made" basis/form may be acceptable with prior County approval.

       If coverage is approved and purchased on a "claims made" basis/form, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of Contract termination and/or conversion from a "claims made" form to an "occurrence" coverage form.

D. Acceptability of Insurers

1. Insurance coverage is to be placed with insurers with an AM Bests' rating of no less than A: VIII, or, if not rated with an AM Bests', with minimum surpluses the equivalent of an AM Bests' surplus size VIII.
2. Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with an AM Bests' rating of B+:VII. Any exception must be approved by the County.
3. If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Verification of coverage

1. The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. In the event of a claim, the County reserves the right to require complete, certified copies of all required insurance policies at any time, which may be redacted of confidential and proprietary information.
2. If the Agency/Contracting Party is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA) or any other self-insurance risk pool, a written acknowledgement/certification of current membership will be attached to the Agreement as Exhibit I and satisfies the insurance requirements specified above.
3. County's receipt or acceptance of Contractor's evidence of insurance without comment or objection, or County's failure to request certified copies of such insurance does not waive, alter, modify or invalidate any of the insurance requirements set forth above or, consequently, constitute County's acceptance of the adequacy of Contractor's insurance or preclude or prevent any action by County against Contractor for breach of the insurance requirements.

F. Insurance for subcontractors

1. If the Contractor subcontracts any portion of this Contract pursuant to Section XIII, the Contractor shall include all subcontractors as insureds under its policies or shall require reasonable and appropriate insurance coverage and insurance limits to cover each of the subcontractors liabilities given the subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any subcontractor must comply with the specified insurance requirements, including the requirements under "Other insurance provisions".

2. Contractor is obligated to require and verify that each subcontractor maintains the required insurance and ensure that King County is included as additional insured. Upon request by King County, and within five (5) business days, Contractor must provide evidence of each subcontractor's insurance coverage, including endorsements.

G. All coverages and requirements

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

12. Sub-agreements

A. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.

B. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.

C. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination and Equal Employment Opportunity

The Recipient shall comply with all requirements found at https://kingcounty.gov/en/dept/dph/about-king-county/about-public-health/working-with-public-health/contracts.

14. Conflict of Interest

A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.

B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph,

its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.

C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

A. The Recipient agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of ,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, shall be treated as a capital asset, including tagging. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.

B. In the event Recipient no longer provides services under a contract with the County, equipment and the equipment allocation funds/reserves are to be returned to the King County EMS Fund or transferred to a new Recipient, as determined by the County.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

22. Notices

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at https://www.docusign.com/company/terms-of-use.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS

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APPENDIX 1 – INSURANCE REQUIREMENTS

PHSKC Agreement # 14807 EMS

Unless waived under section A below, the following insurance requirements are hereby incorporated into the referenced Agreement's terms and conditions.

Section A.

The requirement that Contractor maintains insurance coverage as specified for this Agreement is not waived.

Section B. Specific Requirements

General Liability Insurance:

$3,000,000 per occurrence and $3,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, ongoing operations, and contractual liability. Limits may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County.

Products and Completed Liability Insurance:

The General Liability policy shall include coverage for products and completed operations.

Sexual Abuse and Misconduct Liability Insurance:
1. Reserved.
2. Reserved.

Automobile Liability Insurance:

If a vehicle will be used in the performance of the Scope of Work, the Contractor shall maintain Automobile Liability coverage for $3,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering BUSINESS AUTO COVERAGE, symbol 1 'any auto'; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

Professional Liability Insurance (Errors and Omissions):

1. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, $3,000,000 per claim and in the aggregate. 'Professional Services'

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for the purpose of this Contract Section, shall mean any services provided by a licensed professional or those services that require professional standards of care.
2. Reserved.

Cyber Liability/Technology Insurance:

1. If Scope of Work involves access to, handling, and/or storage of sensitive data, to include but not limited to payment card information, personally identifiable information (PII), and personal health information (PHI) of 1,000 or more records, Cyber Liability coverage shall be maintained. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.
$3,000,000 per claim and in the aggregate.

Workers' Compensation Insurance and Employer's Liability ("Stop Gap") Insurance:

1. Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable Federal or 'Other States' State Law. When statutorily required to have Workers' Compensation coverage, Contractor shall maintain Employers Liability or Stop Gap coverage with a limit no less than $1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability), or, in monopolistic states, including but not limited to Washington, the protection provided by the 'Stop Gap' endorsement to the Commercial General Liability policy.

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Public Health—Seattle & King County

Emergency Medical Services (EMS) Division

Exhibit A –Scope of Work

Basic Life Support (BLS) Services

A. The Recipient shall provide Basic Life Support (BLS) services within their geographic boundaries consistent with the following requirements, and in other geographic areas consistent with any mutual aid agreement.

B. BLS services shall comply with the requirements adopted by King County pursuant to Chapter 2.35A.030 of the King County Code or by the King County Medical Program Director (MPD) pursuant to Chapter 18.73 RCW and shall be consistent with the scope of work, EMS Strategic Plan, and EMS Policies.

C. Service Requirements: The Recipient shall ensure that BLS services provided under this Contract are consistent with the following requirements:

I. Personnel: All emergency medical services personnel providing basic life support services supported by King County funds must be certified as Emergency Medical Technicians (EMTs) as defined by RCW 18.73. Basic EMT training will be provided in coordination with the EMS Division and the King County MPD, and in accordance with Washington state regulations.

II. Continuing Medical Education: EMTs will remain certified as required by WAC 246- 976. Quarterly continuing education and proficiency standards designed to meet the King County BLS OTEP will be set by the EMS Division and the King County MPD. The Recipient must report ongoing completion of education and skill proficiency updates to the EMS Division.

a. The Recipient must maintain training records for a minimum of seven years or in accordance with the records retention requirements of their organization, whichever is greater. WAC 246-976-026.

b. The EMS Division Training and Education Section may occasionally review agency training records and/or support EMS Division's acquisition of training records as requested by the King County MPD and/or Washington State Department of Health. WAC 246-976-026.

III. Medical Standards: The Recipient shall adhere to standards of medical care for the triage, treatment and transport of patient as authorized by the King County MPD pursuant to RCW 18.73 and

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18.71. Standards of medical care are delineated in the EMS Division training curriculum approved by the Washington State Department of Health, "Seattle and King County EMT Patient Care Guidelines."

a. Scope of Practice: Evaluation and treatment activities by EMTs from agencies not described in the standards of medical care are deemed outside the scope of practice. Changes or additions to this scope of practice will be issued periodically by the King County MPD and any revisions shall be incorporated into this requirement.

b. Patient Confidentiality: Information concerning the evaluation and treatment of a patient by BLS personnel in the performance of their duties is to be handled as confidential material, including patient name, medical history, incident location, or any other confidential information. Confidential medical information may not be released unless the patient, or his/her court-appointed representative, completes and signs an Authorization for Release of Information form in accordance with Washington RCW 70.02 and the federal Health Insurance Protection and Portability Act.

c. Equipment:

1. The Recipient will maintain an ongoing inventory of four to six-month supply of infectious disease personal protective equipment (PPE).
2. All vehicles used to deliver emergency medical services must meet vehicle standards as established by the Washington State Department of Health pursuant to RCW 18.73, unless waived by the State Department of Health Office of EMS Trauma Prevention Licensing. Medical equipment used by personnel must meet appropriate federal or state standards or county protocols.

d. Transportation Policy: The Recipient is responsible for developing a policy for the transport of patients from the incident scene to the treatment scene. The decision to transport a patient seen by BLS personnel will be determined by the patient's medical condition as described in the Basic EMT core curriculum and any mitigating circumstances. The mode of transport will be consistent with the patient's medical condition and provide humane, efficient and expedient care. Transport destinations should be consistent with the State Trauma System Activation Guidelines.

e. Record Keeping and Record Submission: An electronic healthcare record (EHR) must be created to document a response to an emergency medical incident, including cancelled calls. An EHR must be completed as accurately and

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thoroughly as possible. Completed patient care reports must be submitted to the EMS Division. In the case of cardiac arrest events (or other events, such as research protocols, or as defined by the King County MPD), notification must be provided to the EMS Division within 24 hours and completed records within the specified time (i.e., 2 days of the event in 2020~~06~~) by the King County MPD. Agencies are responsible for retention of the patient care record per Washington state records retention requirements.

f. Service Modifications: Review and modifications of BLS requirements may be conducted on a regular basis. BLS services shall be consistent with any modifications to protocols or procedures as defined by the King County Medical Program Director.

IV. Mutual Aid Agreements: A specific plan for mutual aid with adjacent BLS and ALS agencies shall be established and available for review by the EMS Division by December 31, 2026.

V. Assignment/Sub-agreements: The recipient will not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without written mutual agreement between the EMS Division Director and Recipient. The recipient must notify the EMS Division Director in writing of a proposed assignment or sub-award within a reasonable amount of time but at least sixty (60) days prior to the date of any proposed assignment or sub-award. After providing such notice the recipient must provide the EMS Division Director with periodic updates

VI. Joint EMS Agency Activities: The Recipient may conduct joint non-response related activities, such as trainings or drills, with Advanced Life Support (ALS) providers in the region.

VII. Quality Improvement Program: The Recipient agrees to actively participate in an ongoing program of Quality Improvement consistent with the regional standards and approach established by the King County MPD, the EMS Division and regional EMS agencies. Elements of the program should include: 1) EMT assessment and oversight, 2) sentinel event and inquiry, 3) BLS patient care record review, and 4) EMT certification and recertification maintenance and oversight. The Recipient must have a written Quality Improvement Plan that specifies the BLS agency's internal quality review activities and should be available for review by the EMS Division by December 31, 2026.

VIII. Performance Measurement and Review: The Recipient agrees to participate in an ongoing program of regional performance measurement and review. Performance indicators will be reported by the EMS Division on an annual basis and updated as needed.

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Standards for each agency will be monitored in the following major areas: total call volume and average unit response time. Mitigation activities will be initiated with agencies if needed.

IX. Proposed Research and Evaluation Activities: Recipient shall request and receive prior review and written approval from the King County MPD and the EMS Division Director for any proposed clinical research or evaluation activities involving personnel, equipment or data supported directly or indirectly by King County funds. All such clinical research and evaluation must be in compliance with State, County and local regulations and laws.

X. Emergency Medical Technician (EMT) Training Program: Recipient employees, at the EMS Division's sole discretion, may participate in the EMS Division's EMT Training Program (Program) to include the following elements:

a. Participation: The EMS Division will solicit interested career service firefighters from regional agencies to participate in EMS Division hosted Initial EMT Training classes. Agencies provide completed applications for potential candidates to the EMS Division to be reviewed for participation. The EMS Division will confirm candidates' selection with their sponsoring agency.

b. Specific Learning Objectives: To provide training and information on basic State and National Requirements for Emergency Medical Technicians and to provide clinical observation of acutely ill patients in an emergency room setting. Students will have the opportunity to observe patients' history and exams, treatments and perform vital signs if applicable.

c. Clinical Observation: The Program includes a 10-hour clinical rotation at Harborview Medical Center whereby the Recipient employee's primary duty will be to observe, however they may be called upon to perform the following activities: Take vital signs, blood pressure, pulse, respiratory rates, temperatures and other duties as assigned by clinical staff.

d. Ride along: Observe patient care and treatment on a Fire Department Aid car. Main objective is to allow students the opportunity to observe a variety of career EMT skills and techniques including, but not limited to scene assessment, EMT patient interaction, patient exam, medical documentation and hospital staff interaction.

e. The Recipient and the EMS Division will instruct their respective staff and employees participating in the Program to maintain confidentiality of patient information as required

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by law and by the policies and procedures of the Recipient and the EMS Division.

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2026 FINAL Allocations for BLS Agencies

Agency	BLS Allocation	Core Allocation	BLS Allocation TOTAL	MIH	TOTAL	2025 Total Allocation (BLS/MIH)	Difference	Reg'l EMT Trng	EMS Training Section Support	Amendment Total
Bellevue Fire Department	$4,710,760	$169,181	**$4,879,941**	$1,165,674	**$6,045,615**	$5,164,084	$881,531	$218,921	$60,000	$278,921
Eastside Fire & Rescue	$2,576,655	$89,169	**$2,665,824**	$624,718	**$3,290,542**	$2,782,593	$507,949		$75,000	$75,000
Woodinville Fire & Rescue	$865,476	$26,451	**$891,927**	$182,202	**$1,074,129**	$933,637	$140,492		$5,000	$5,000
Mercer Island Fire Department(8)	$768,975	$27,611	**$796,586**	$189,252	**$985,838**	$846,649	$139,189		$5,000	$5,000
Fire District #45 - Duvall (9)	$252,819	$6,715	**$259,534**	$46,972	**$306,506**	$266,890	$39,616		$10,000	$10,000
Redmond Fire Department	$1,972,240	$70,316	**$2,042,556**	$488,618	**$2,531,174**	$2,144,772	$386,402		$35,000	$35,000
Kirkland Fire Department	$1,942,184	$68,986	**$2,011,170**	$482,257	**$2,493,427**	$2,101,870	$391,557		$60,000	$60,000
Puget Sound Regional Fire Authority (1)	$2,979,500	$104,208	**$3,083,708**	$752,128	**$3,835,836**	$3,179,803	$656,033	$562,967	$60,000	$622,967
SeaTac Fire Department (1)	$676,216	$22,760	**$698,976**	$162,323	**$861,299**	$724,999	$136,300		$5,000	$5,000
Fire District #43 - Maple Valley(1)	$684,129	$19,248	**$703,377**	$135,020	**$838,397**	$726,514	$111,883		$5,000	$5,000
Tukwila Fire Department(7)	$740,112	$24,696	**$764,808**	$177,607	**$942,415**	$786,842	$155,573		$5,000	$5,000
Renton Regional Fire Authority(2)	$2,240,755	$78,602	**$2,319,357**	$564,306	**$2,883,663**	$2,401,404	$482,259		$85,000	$85,000
Fire District #40(2)	$363,154	$11,265	**$374,419**	$76,174	**$450,593**	$384,532	$66,061			$0
South King Fire	$2,769,759	$96,635	**$2,866,394**	$698,964	**$3,565,358**	$2,950,357	$615,001		$20,000	$20,000
Shoreline Fire Department	$1,257,299	$44,051	**$1,301,350**	$317,364	**$1,618,714**	$1,350,106	$268,608	$218,921	$60,000	$278,921
Fire District #16 - Northshore	$653,691	$22,873	**$676,564**	$160,212	**$836,776**	$708,290	$128,486		$5,000	$5,000
Valley Regional Fire Authority	$1,597,891	$55,386	**$1,653,277**	$400,201	**$2,053,478**	$1,688,138	$365,340		$20,000	$20,000
Fire District #2 - Burien(4)	$1,129,011	$39,431	**$1,168,442**	$281,000	**$1,449,442**	$1,206,294	$243,148		$5,000	$5,000
Fire District #11 - North Highline(4)	$609,090	$11,670	**$620,760**	$83,161	**$703,921**	$631,927	$71,994		$5,000	$5,000
Bothell Fire Department	$610,671	$18,799	**$629,470**	$134,532	**$764,002**	$644,359	$119,643		$20,000	$20,000
Snoqualmie Fire Department	$219,343	$7,662	**$227,005**	$53,503	**$280,508**	$238,385	$42,123		$20,000	$20,000
Fire District #13 - Vashon/Maury	$321,455	$9,852	**$331,307**	$70,858	**$402,165**	$345,099	$57,066		$20,000	$20,000
Mountain View(3)	$438,094	$9,668	**$447,762**	$69,516	**$517,278**	$454,152	$63,126		$10,000	$10,000
City of Black Diamond(3)	$90,868	$2,361	**$93,229**	$17,544	**$110,773**	$91,643	$19,130		$5,000	$5,000
Enumclaw Fire Department	$465,217	$12,342	**$477,559**	$87,960	**$565,519**	$491,798	$73,721		$10,000	$10,000
Fire District #20 -Bryn Mawr /Skyway	$326,390	$10,311	**$336,701**	$73,423	**$410,124**	$346,744	$63,380		$10,000	$10,000
Fire District #27 - Fall City	$160,116	$4,165	**$164,281**	$28,932	**$193,213**	$170,096	$23,117		$10,000	$10,000
Fire District #47 - Palmer/Selleck	$39,825	$896	**$40,721**	$6,326	**$47,047**	$42,062	$4,985		$5,000	$5,000
Fire District #50 - Skykomish	$64,056	$1,084	**$65,140**	$7,667	**$72,807**	$66,927	$5,880		$5,000	$5,000
Fire District #51 - Snoqualmie Pass	$37,079	$400	**$37,479**	$2,660	**$40,139**	$38,308	$1,831		$10,000	$10,000
Total	**$31,562,830**	**$1,066,794**	**$32,629,624**	**$7,541,074**	**$40,170,698**	**$33,909,274**	**$6,261,424**	**$1,000,809**	**$650,000**	**$1,650,809**

Notes 1, 2, 3, 4, 5, 6, 8 and 9 indicate contract agencies.

Bellevue Fire Department
Eastside Fire & Rescue
Woodinville Fire & Rescue
Mercer Island Fire Department(8)
Fire District #45 - Duvall (9)
Redmond Fire Department
Kirkland Fire Department
Puget Sound Regional Fire Authority (1)
SeaTac Fire Department (1)
Fire District #43 - Maple Valley(1)
Tukwila Fire Department(7)
Renton Regional Fire Authority(2)
Fire District #40(2)
South King Fire
Shoreline Fire Department
Fire District #16 - Northshore
Valley Regional Fire Authority
Fire District #2 - Burien(4)
Fire District #11 - North Highline(4)
Bothell Fire Department
Snoqualmie Fire Department
Fire District #13 - Vashon/Maury
Mountain View(3)
City of Black Diamond(3)
Enumclaw Fire Department
Fire District #20 -Bryn Mawr /Skyway
Fire District #27 - Fall City
Fire District #47 - Palmer/Selleck
Fire District #50 - Skykomish
Fire District #51 – Snoqualmie Pass

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EXHIBIT B1

Public Health
Seattle & King County

2026-2031 BLS Invoice - Basic Allocation

Contract Number:
Exhibit: B1 - BLS Basic Allocation Invoice
Contract Period of Performance: 2026-2031

Agency Name:
Address:_____

_____

Contact Person:_____
Phone:_____
email: _____

Please submit signed PDF of invoice to:
mary.won@kingcounty.gov

Invoice for services rendered under this contract for the period of:

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	
Supplier #	
Supplier Pay Site	
Remit to Address	
Req # and Receipt #	
Invoice Date	
Invoice #	
Amount to be Paid	
Note to AP	
Payment Type	(Circle One) CHECK or ACH
Print on Remittance	
PH Program name & phone	

Start Date	End Date

MM/DD/YY

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	CFDA	Amount
1045572	830000	53180	002	101752				$ -

Attach sheet for multiple POETAs

OPERATIONAL FUNDS	2026 Budget	Invoice Amount	Previous Total	Expense To Date	Budget Remaining
Salaries & Benefits					
EMT Salaries	$ -	$ -	$ -	$ -	$ -
Other Salaries	$ -	$ -	$ -	$ -	$ -
Overtime	$ -	$ -	$ -	$ -	$ -
Employee Benefits	$ -	$ -	$ -	$ -	$ -
Subtotal Salaries	$ -	$ -	$ -	$ -	$ -
Subtotal Employee Benefits:	$ -	$ -	$ -	$ -	$ -
Subtotal Employee Salaries & Benefits:	**$ -**	$ -	**$ -**	$ -	$ -
Other Costs:					
Medical Supplies & Equipment	$ -	$ -	$ -	$ -	$ -
Office & Computer Supplies & Equipment	$ -	$ -	$ -	$ -	$ -
Uniforms, Fire & Safety Supplies	$ -	$ -	$ -	$ -	$ -
Dispatch	$ -	$ -	$ -	$ -	$ -
Communications	$ -	$ -	$ -	$ -	$ -
Vehicle Maintenance	$ -	$ -	$ -	$ -	$ -
Facility Costs	$ -	$ -	$ -	$ -	$ -
Training	$ -	$ -	$ -	$ -	$ -
Misc.	$ -	$ -	$ -	$ -	$ -
Subtotal Other Costs:	$ -	$ -	$ -	$ -	$ -
Basic BLS Allocation Grand Total	$ -	$ -	**$ -**	$ -	$ -

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed _____ Date _____

Print Name _____

PH Program Manager Approval _____ Date _____

For Public Health Use Only					
	Received	Entered	CM/PM Review	FM Review	Official Copy Rcvd
Date					
Initial					

Docusign Envelope ID: 2CD051D1-3831-44E7-8137-A1B0D149BCD9

EXHIBIT B2

Public Health
Seattle & King County

2026-2031 BLS Invoice - BLS Core Services

Contract Number:
Exhibit: B2 - BLS Core Services Invoice
Contract Period of Performance: 2025

Agency Name:
Address:_____
_____
Contact Person:_____
Phone:_____
email: _____

Please submit signed PDF of invoice to:
becky.ellis@kingcounty.gov

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	
Supplier #	
Supplier Pay Site	
Remit to Address	
Req # and Receipt #	
Invoice Date	
Invoice #	
Amount to be Paid	
Note to AP	
Payment Type	(Circle One) CHECK or ACH
Print on Remittance	
PH Program name & phone	

Invoice for services rendered under this contract for the period of:

Start Date	End Date

MM/DD/YY

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	CFDA	Amount
1127515	830000	53180		101752				$ -

Attach sheet for multiple POETAs

OPERATIONAL FUNDS	2026 Budget	Invoice Amount	Previous Total	Expense To Date	Budget Remaining
Operations					
Dispatch/Communications	$ -	$ -	$ -	$ -	$ -
EMS Student Training	$ -	$ -	$ -	$ -	$ -
Operational Supplies	$ -	$ -	$ -	$ -	$ -
Other Unplanned Expense	$ -	$ -	$ -	$ -	$ -
Subtotal Operations	$ -	$ -	$ -	$ -	$ -
Capacity					
Facilities	$ -	$ -	$ -	$ -	$ -
Call Valume/Utiliation	$ -	$ -	$ -	$ -	$ -
Expanded Capacity to meet added demand	$ -	$ -	$ -	$ -	$ -
Unplanned Event	$ -	$ -	$ -	$ -	$ -
Aid Car Hours	$ -	$ -	$ -	$ -	$ -
Consumable Supplies	$ -	$ -	$ -	$ -	$ -
Other Unplanned Expense	$ -	$ -	$ -	$ -	$ -
Subtotal Capacity	$ -	$ -	$ -	$ -	$ -
Equipment					
Vehicle	$ -	$ -	$ -	$ -	$ -
Communications	$ -	$ -	$ -	$ -	$ -
Medical & Other	$ -	$ -	$ -	$ -	$ -
Stretchers	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -
Subtotal Equipment	$ -	$ -	$ -	$ -	$ -
BLS Core Services Grand Total	$ -	$ -	$ -	$ -	$ -

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed _____ Date _____

PH Program Manager Approval _____ Date _____

Print Name _____

For Public Health Use Only					
	Received	Entered	CM/PM Review	FM Review	Official C
Date					
Initial					

Docusign Envelope ID: 2CD051D1-3831-44E7-8137-A1B0D149BCD9

EXHIBIT B3.1

Public Health
Seattle & King County

2026-2031 BLS Invoice - Agencies that operate an MIH program

Contract Number:

Exhibit: B3.1 - Agencies that operate an MIH program

Contract Period of Performance: 2026

Agency Name:

Address:_____

_____

Contact Person:_____

Phone:_____

email: _____

Please submit signed PDF of invoice to:

cdrucker@kingcounty.gov

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	
Supplier #	
Supplier Pay Site	
Remit to Address	
Req # and Receipt #	
Invoice Date	
Invoice #	
Amount to be Paid	
Note to AP	
Payment Type	(Circle One) CHECK or ACH
Print on Remittance	
PH Program name & phone	

Invoice for services rendered under this contract for the period of:

Start Date	End Date

MM/DD/YY

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	CFDA	Amount
1137930	830500	53180	002	101752				$ -

Attach sheet for multiple POETAs

Direct Costs	2026 Budget	Invoice Amount	Previous Total	Expense To Date	Budget Remaining
Personnel Costs					
Salaries	$ -	$ -	$ -	$ -	$ -
Overtime	$ -	$ -	$ -	$ -	$ -
Benefits	$ -	$ -	$ -	$ -	$ -
Subtotal Personnel	$ -	$ -	$ -	$ -	$ -
Program Support					
Supplies & Uniforms	$ -	$ -	$ -	$ -	$ -
Planning	$ -	$ -	$ -	$ -	$ -
Training	$ -	$ -	$ -	$ -	$ -
Subtotal Support	$ -	$ -	$ -	$ -	$ -
Vehicle/Vehicle Support	$ -	$ -	$ -	$ -	$ -
Technology/Reporting	$ -	$ -	$ -	$ -	$ -
Professional Services	$ -	$ -	$ -	$ -	$ -
Subtotal Veh/Tech/Pros Srvs	$ -	$ -	$ -	$ -	$ -
Grand Total	$ -	$ -	**$ -**	$ -	$ -

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed Date

PH Program Manager Approval Date

Print Name

For Public Health Use Only					
	Received	Entered	CM/PM Review	FM Review	Official Copy F
Date					
Initial					

Docusign Envelope ID: 2CD051D1-3831-44E7-8137-A1B0D149BCD9

EXHIBIT B3.2

Public Health
Seattle & King County

2026-2031 BLS Invoice - Agencies that contract for MIH program

Contract Number:

Exhibit: B3.2 - Agencies that contract for MIH program

Contract Period of Performance: 2026

Agency Name:

Address:_____

_____

Contact Person:_____

Phone:_____

email: _____

Please submit signed PDF of invoice to:

cdrucker@kingcounty.gov

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	
Supplier #	
Supplier Pay Site	
Remit to Address	
Req # and Receipt #	
Invoice Date	
Invoice #	
Amount to be Paid	
Note to AP	
Payment Type	(Circle One) CHECK or ACH
Print on Remittance	
PH Program name & phone	

Invoice for services rendered under this contract for the period of:

Start Date	End Date

MM/DD/YY

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	CFDA	Amount
1137930	830500	53180	002	101752				$ -

Attach sheet for multiple POETAs

Direct Costs	2026 Budget	Invoice Amount	Previous Total	Expense To Date	Budget Remaining
MIH Agency Cost	$ -	$ -	$ -	$ -	$ -
Grand Total	$ -	$ -	$ -	$ -	$ -

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed _____ Date _____

PH Program Manager Approval _____ Date _____

Print Name _____

For Public Health Use Only					
	Received	Entered	CM/PM Review	FM Review	Official Copy F
Date					
Initial					

Docusign Envelope ID: 2CD051D1-3831-44E7-8137-A1B0D149BCD9

Public Health
Seattle & King County

INVOICE

Contract Number:
Exhibit: B5 -- Training Section Support
Contract Period of Performance:

Agency
Who/where
address
city, state
email

Submit signed PDF of invoice to:
Jason Hammond
401 5th Ave., Suite 1200
Seattle, WA 98104
jhammond@kingcounty.gov

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	
Supplier #	
Supplier Pay Site	
Remit to Address	
Invoice Date	
Invoice #	
Amount to be Paid	
Note to AP	
Payment Type	(Circle One) CHECK or ACH
Program name & phone	

Invoice for services rendered under this contract for the period of:

Start Date	End Date

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	Alloc	Amount	check
1137853	830311	53180	150.1	101752			Training	$ -	0.00
1137852	830311	53180	150	101752			CBT	$ -	0.00
	830311	53180		101752			Other	$ -	0.00

Attach sheet for multiple POETAs

Direct Costs	Budget	Previously Billed	Current	Cumulative	Balance	
Initial EMT Class		$ -	$ -	$ -	$ -	
CBT Train the Trainer			$ -	$ -	$ -	
Other			$ -	$ -	$ -	
Total Direct Costs	$ -	$ -	$ -	$ -	$ -	
Grand Total	$ -	$ -	$ - **Amount Due**	$ -	$ -	0.00

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed Date

PH Program Manager Approval Date

Print Name

For Public Health Use Only					
	Received	Entered	CM/PM Review	FM Review	Official Copy Rcvd
Date					
Initial					

Include cents

EXHIBIT B5

EMERGENCY MEDICAL SERVICES FUND

BLS SUPPORT of EMS Training Section

BLS Agency Name: _____

Class/Activity & Dates: _____

Category	Description (based on request)	Dates	Hours	Contract Authority	This Invoice	Previous Totals	Expenses To Date	Authority Remaining	% Remaining
Initial EMT Training	Role*								
							$ -	$ -	
							$ -	$ -	
							$ -	$ -	
							$ -	$ -	
							$ -	$ -	
	15% Indirect Costs				$ -		$ -	$ -	
	Subtotal Training Support:		-	$ -	$ -	$ -	$ -	$ -	
CBT Train the Trainer									
							$ -	$ -	
							$ -	$ -	
							$ -	$ -	
	15% Indirect Costs				$ -		$ -	$ -	
	Subtotal SME:		-	$ -	$ -	$ -	$ -	$ -	
Other requests									
							$ -	$ -	
							$ -	$ -	
	15% Indirect Costs				$ -		$ -	$ -	
	Subtotal Other Costs:		-	$ -	$ -	$ -	$ -	$ -	
TOTAL BLS Support for EMS Training Section:			-	$ -	$ -	$ -	$ -	$ -	

*Role: indicate roll in class - ESE/CBT Training (State certification = ESE); SEI; SEI Development

Reimbursement is for underlying agency wages, benefits and optional 10% to cover indirect costs.

Attach list of dates, names, role, and hours with appropriate costing information

Updated: 12/28/2025

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Support for KCEMS EMT Courses

Type of course: *[date]*

Course dates:

XXX Agency/Department: Costing Template for Invoice

Course Support

SEI
ESE/Evaluator (EMT or Paramedic)
SEI Candidate
SEI Development (1st course after certification)
SME (Subject Matter Expert)
Other

TOTAL	**$0.00**

Instructor Costs:

Date	Name	Role	Dept.	Hours	Pay Type	Hourly Rate	Total	Notes
							$0.00	

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Public Health—Seattle & King County, Emergency

Medical Services Division Exhibit C – Scope of Work

Mobile Integrated Healthcare

1. Purpose:

Agencies will receive funding for participation in Mobile Integrated Healthcare (MIH) efforts. The EMS Division will make available the guidelines, aims, objectives, metrics, and reporting requirements of MIH programs. Agencies must register their MIH program with the EMS Division and identify their MIH program as a "Response" model, "Referral" model, or both.

The EMS Division and its regional partners will collaboratively identify major components of the MIH efforts, including minimum standards for "Response" and "Referral" models of providing MIH services, costs eligible for reimbursement, and reporting methods.

Costs eligible for reimbursement through this contract include expenses related to personnel, program support, vehicle/vehicle support, technology/reporting, and professional services. More details about these categories are made available by the EMS Division.

Agencies will provide the MIH services and submit invoices for reimbursement at least annually (monthly or quarterly are also allowable).

Reimbursement requested via this scope of work should also not be requested for reimbursement under the current Basic Life Support or Advanced Life Support (where applicable) contracts with the EMS Division.

2. *The Agency shall:*

A. General:

i. Comply with all requirements as specified in current Basic Life Support (BLS) contracts with the EMS Division.

ii. Where applicable, comply with all requirements as specified in current Advanced Life Support (ALS) contracts with the EMS Division.

iii. Register their MIH program with the EMS Division.

iv. Assist with regional MIH assessment and report key indicators to the EMS Division, King County EMS Advisory Committee (EMSAC), and other entities as requested. Provide EMS Division with case management data for regional evaluation and assessment.

v. Establish and keep updated an Agency Contact person or persons for the purposes of MIH efforts.

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B. Response (where applicable):
   i. Staff the MIH "Response" unit with at least one EMT-trained and certified responder.
   ii. MIH unit may serve as a dispatched response unit to low acuity medical 9-1-1 incidents in lieu of the traditional BLS response.
   iii. Respond in a non-code status (with flow of traffic), without lights and sirens.
   iv. At scene on all dispatched incidents, a trained and certified EMT will perform the initial assessment and evaluation using standard King County EMT Patient Care Guidelines. Activities following the initial medical assessment or for any non-dispatched interaction may include non-EMT personnel in an effort to seek the optimal patient care and appropriate disposition, including identifying if a patient could benefit from referral to follow-up treatment, care, or social service assistance and initiating that care.

C. Liability and Medical Oversight
   i. King County Medical Program Direction and medical oversight remains in place for EMT personnel. Agency should ensure liability coverage and appropriate medical direction and oversight is in place for non-EMT personnel participating in activities described in this Scope.

D. Invoices:
   i. Submit an invoice (monthly, quarterly, or annually) along with proper documentation to justify expenses requested for reimbursement.

3. *Public Health—Seattle & King County, Emergency Medical Services Division, shall:*

A. Reimburse Agency for expenses related to the Agency MIH Program.

B. Facilitate meetings of the EMS Division and Regional MIH Network (i.e., MIH stakeholder group) to maintain communication and partnership with the Agency regarding all contract funded activities.

C. Assist with regional MIH assessment and report key indicators to the Agency, King County EMS Advisory Committee (EMSAC), and other entities as requested.

D. Establish and keep updated an EMS Division Contact person or persons for the purposes of MIH efforts.

Mobile Integrated Healthcare | Reimbursement Guidelines

The following expenses are eligible for reimbursement under the EMS Levy as they relate to the EMS system and activities:

Expense Categories	Eligible Expenses	Supporting Documentation (to retain for your records)*
Personnel Costs	- Wages, benefits, associated costs for personnel providing direct services for the MIH program, either as agency employees, partner-agency personnel, or contracted personnel	- Reports from Telestaff for internal employees, invoice for partnering agencies or other contracted personnel
Program Support	- Books or materials, printing, etc.	- Invoice and packing slips
	- Reasonable costs for planning	- If including travel costs, King County will only reimburse at per diem rates, and tolls/parking should have receipt
	- Reasonable costs for training	- If including travel costs, King County will only reimburse at per diem rates, and tolls/parking should have receipt
	- Uniforms	- Receipts
Vehicle/Vehicle Support	- Vehicle purchase and/or long-term rental (e.g., light-duty SUV or sedan)	- Invoice or other relevant purchasing documents
	- Fuel/electric car charging port	- Invoice or Fleet management report
	- Replacement vehicle plan (internal financial system must support this ability to invoice for future vehicle purchase)	- Invoice outlining invoiced amount as well as cumulative total collected
Technology/Reporting	- Software purchase for MIH documentation (e.g., Julota)	- Invoice or other appropriate documentation
	- Laptops or other computer systems for documentation	- Invoice and packing slips
	- Software, maintenance agreements, or IT solutions for purposes of developing reporting tools to the EMS Division or for program-specific, internal reporting	- Scope of work, invoices, other relevant documentation of work completed
	- Evaluation support	- Scope of work, invoices, other relevant documentation of work completed
Professional Services	- Dispatch costs directly related to MIH program	- Invoice
	- Interpretation (e.g., in person or over the phone)	- Invoice

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Expenses ineligible for reimbursement:
Expenses that are otherwise included and covered by non-MIH contracts and budgets should also not be requested for reimbursement via the MIH invoice.

Documenting in-kind costs:
Agencies may list costs incurred but not included in request for reimbursement (in-kind); these may include costs associated with the line items noted above or other costs not listed above but related to the MIH program or efforts. No supporting documentation is required for the in-kind costs.

Questions? Pease contact Chris Drucker, cdrucker@kingcounty.gov, 206-477-7263.

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Memorandum

Date: 6/2/2026
Meeting of: City Council

File No. AM No. 26-086
Type: Consent Item

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

Fire	Adrian Sheppard, Fire Chief	425-556-2200

DEPARTMENT STAFF:

Fire	Jim Whitney	Deputy Fire Chief

TITLE:
Authorization to Execute Interagency Agreement with Washington State Department of Natural Resources (DNR) for Wildfire and Emergency Response Support

OVERVIEW STATEMENT:
The Redmond Fire Department requests Council authorization for the Mayor to execute an Interagency Agreement with the Washington State Department of Natural Resources (DNR) to allow Redmond Fire personnel and resources to support wildfire and other emergency response incidents throughout Washington State when requested. Participation under this agreement is voluntary and only occurs when staffing and operational conditions allow Redmond Fire to maintain appropriate service levels within the City.

This agreement establishes reimbursement procedures, operational expectations, and deployment parameters for personnel, equipment, and Incident Management Team (IMT) resources provided by Redmond Fire in support of statewide emergency incidents. The agreement extends through July 13, 2031.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  This agreement supports the City's Community Strategic Plan priorities related to public safety, preparedness, emergency response, and regional resilience, as well as the City's Comprehensive Emergency Management Plan framework for coordinated interagency emergency response activities.
- **Required:**
  Council approval is required for interagency agreements.
- **Council Request:**

N/A

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

OUTCOMES:

This agreement formalizes Redmond Fire Department participation in those response efforts and establishes the framework for:

- Deployment of qualified personnel and equipment;
- Reimbursement for personnel, travel, equipment, and approved incident-related costs;
- Incident qualification and resource tracking requirements;
- Operational and insurance requirements associated with emergency mobilizations.

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:
If Redmond Fire personnel or resources are mobilized under the agreement, costs incurred by the City are reimbursable by DNR in accordance with the agreement terms.

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

Budget Offer Number:
N/A

Budget Priority:
Safe and Resilient; Strategic and Responsive

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
5/19/2026	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:
If not approved, Redmond Fire Department personnel and resources would be unable to participate in or support Washington State Department of Natural Resources wildfire and emergency mobilization requests under this agreement framework. This would limit the department's ability to assist with statewide emergency response efforts, participate in Incident Management Team deployments, and receive reimbursement for eligible personnel and equipment costs associated with such mobilizations.

ATTACHMENTS:
Attachment A: Interagency Agreement with DNR

INTERAGENCY AGREEMENT

WASHINGTON STATE

DEPARTMENT OF NATURAL RESOURCES

CONTRACT NO. 93-110894

PI: 221, 222, 223, 224
Funding Source: State
Grant Funded: N/A
DES Supplier Diversity: Not Applicable
Procurement Method: Exempt per DES Policy
Exemption Type: RCW 39.26.125(10) Intergovernmental agreements awarded to any governmental entity, whether federal, state, or local and any department, division, or subdivision thereof

This contract is made and entered into by and between the Washington State Department of Natural Resources, hereinafter referred to as "**DNR**", and the below named firm, hereinafter referred to as "**CONTRACTOR**".

City of Redmond

P.O. Box 97010

Redmond, WA, 98073

Phone: 425-556-2200

Email: RedmondFire@redmond.gov

Statewide Vendor # (SWV): SWV0003729-01

1. PURPOSE

The purpose of this contract is for the CONTRACTOR to provide employees, referred to as single resources, equipment, material and/or services in support of wildfire or other emergency response and to establish DNR's payment and reimbursement procedures to the CONTRACTOR for providing such single resources, equipment material and/or services. Dispatches under this agreement are limited to the State of Washington, unless the single resource is rostered on a Pacific Northwest Incident Management Team (IMT) type 1, 2 or 3.

2. SCOPE OF WORK

A. CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit A – Scope of Work.

All written reports and deliverables under this contract must be delivered to Jim Whitney, the DNR Project Manager, in accordance with the schedule above.

3. SUBCONTRACTORS

Prior authorization is required by DNR if any subcontractor(s) will be used to perform any part of the work under this contract.

4. PERIOD OF PERFORMANCE

The period of performance under this contract will be from date of execution through July 13, 2031, unless terminated sooner as provided herein.

5. COMPENSATION

The compensation payable to the CONTRACTOR shall be based on the rates and terms described in Exhibit B - Budget. Compensation shall not be rendered to the CONTRACTOR unless they are called upon to provide the services outlined herein.

6. BILLING PROCEDURES AND PAYMENT

DNR will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the DNR Project Manager within sixty (60) days of the last date of demobilization.

The invoices shall describe and document, to DNR's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number 93-110894. If expenses are invoiced, a detailed breakdown of each type shall be provided. Supporting documentation must accompany any expense (unless noted otherwise above) in order to receive reimbursement.

Payment shall be considered timely if made by DNR within thirty (30) calendar days after receipt of properly completed invoices.

CONTRACTOR shall only submit invoices for completed activities, tasks, and/or deliverables clearly identified in Exhibit A – Scope of Work. Invoices containing partially completed work will be rejected.

DNR may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or goods to be provided under this contract shall be made by DNR.

Fiscal/Biennial Closures: Under fiscal/biennial closing procedures, CONTRACTOR must submit all invoices and/or billings for services or material supplied under this contract through June 30 to DNR no later than July 10 of the same year. If DNR does not receive invoices and bills by July 10, a considerable delay in payment may result.

7. SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS

If subcontractors are used, this contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at https://omwbe.diversitycompliance.com/.

CONTRACTOR and all subcontractors shall report and confirm receipt of payments made to CONTRACTOR and each subcontractor through Access Equity. CONTRACTOR may contact the Contract Manager listed in this contract or reach out to DNR's Procurement of Goods and Services Office servicescontracts@dnr.wa.gov for technical assistance in using the Access Equity system. User guides and documentation related to CONTRACTOR and subcontractor access to and use of Access Equity are available online at https://omwbe.wa.gov/access-equity-help-center. DNR reserves the right to withhold payments from CONTRACTOR for non-compliance with this section. For purposes of this section, subcontractor means any subcontractor working on the contract, at any tier and regardless of status as a certified WMBE or Non-WMBE.

CONTRACTOR shall:

1. Register and enter all required subcontractor information into Access Equity no later than fifteen (15) days after DNR creates the Contract Record.
2. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after DNR creates the Contract Record.
3. Report the amount and date of all payments (i) received from DNR and (ii) paid to subcontractors, no later than a date mutually agreed to by the parties, issuance of each payment made by DNR to CONTRACTOR, unless otherwise specified in writing by DNR, except that CONTRACTOR shall mark as "Final" and report the final subcontractor payments into Access Equity no later than thirty (30) days after the final payment is due

the subcontractor(s) under the contract, with all payment information entered no later than sixty (60) days after end of fiscal year.

4. Monitor contract payments and respond promptly to any requests or instructions from DNR or system-generated messages to check or provide information in Access Equity.
5. Coordinate with subcontractors, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.
6. Require each subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from CONTRACTOR or a higher tier subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from CONTRACTOR or system-generated messages to check or provide information in Access Equity; and (v) coordinate with CONTRACTOR, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.

CONTRACTOR (also called Prime Contractor) is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at https://omwbe.diversitycompliance.com/ or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: https://omwbe.wa.gov/.

Each month during the contract, CONTRACTOR will report payments to ALL subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the subcontractor, payment dates, and any additional information required to verify payment to subcontractors. CONTRACT OR will enter this payment information into the Access Equity system, and the subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both contractors and subcontractors.

8. RECORDS MAINTENANCE

CONTRACTOR shall maintain books, records, documents, data, and other evidence relating to this contract and performance of services rendered and/or delivery of goods as described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six (6) years following the date of contract expiration. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by DNR, personnel duly

authorized by DNR, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.
If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

All contracts issued by DNR are subject to the provisions of the Washington State Public Records Act, RCW 42.56. Any contracts issued with federal dollars are also subject to the US Freedom of Information Act, Office of Information Policy | The Freedom of Information Act, 5 U.S.C. § 552.

9. RIGHTS TO DATA

Unless otherwise agreed, data originating from this agreement shall be 'works for hire' as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register, and the ability to transfer these rights.

10. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

11. AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

12. TERMINATION FOR CONVENIENCE

Either party may terminate this agreement upon thirty (30) calendar days' prior written (including email) notice to the other party. If this agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

13. TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party fifteen (15) working days to correct the violation or failure. If the failure or violation is not corrected within fifteen (15) days, the aggrieved party may immediately terminate this agreement by notifying the other party in writing (including email).

14. DISPUTES

If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises that cannot be resolved as described in the preceding paragraph, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

15. GOVERNANCE

This contract is entered into by the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations.
2. State of Washington statutes and regulations.
3. Special terms and conditions as contained in this basic contract instrument.
4. Any other provision, term, or material incorporated herein by reference or otherwise incorporated.

16. ASSIGNMENT

The work to be provided under this agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party.

17. WAIVER

A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

18. HARASSMENT

CONTRACTOR hereby has access to the following DNR's policies:

Per RCW 43.01.135, DNR Policy PO01-052, Sexual Harassment, linked below, outlines DNR's commitment and expectations for contractors:
https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

DNR Policy PO01-051, Safe and Respectful Workplace, linked below, outlines DNR's commitment and the expectations for contractors:
www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf

DNR Policy PO01-037, Harassment Prevention, linked below, outlines DNR's commitment and expectations for contractors:
www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf

19. NONDISCRIMINATION

During the performance of this contract, CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations, and policies.

1. Nondiscrimination Requirement. During the term of this contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this contract pursuant to RCW 49.60.530(3).
3. Default. Notwithstanding any provision to the contrary, DNR may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DNR receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DNR may terminate this contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DNR shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe DNR for default under this provision.

20. SEVERABILITY

The provisions of this agreement are severable. If any provision of this agreement or any provision of any document incorporated by reference should be held invalid for any reason whatsoever by court of competent jurisdiction or other legally binding authority, such illegality or invalidity shall not affect the validity of the remainder of the contract.

21. RESPONSIBILITIES OF THE PARTIES/INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including, but not limited to, attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. CONTRACTOR's obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR's employees, representatives, any subcontractor or its employees, or any third party.

However, CONTRACTOR shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) CONTRACTOR, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then CONTRACTOR's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of CONTRACTOR, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

22. CONTRACT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

CONTRACTOR Contract Manager	DNR Contract Manager
Jim Whitney	Enter Contract Manager Name
City of Redmond Fire Department	Department of Natural Resources
8450 161st Ave NE	Enter Agency Address
Redmond, WA, 98052	Enter City, State & Zip
Phone: 425-556-2202	*Phone:* Enter Phone Number
Email address: jwhitney@redmond.gov	*Email address:* Enter Email Address

CONTRACTOR Project Manager	DNR Project Manager
Jim Whitney	Enter Project Manager Name
City of Redmond Fire Department	Department of Natural Resources
8450 161st Ave NE	Enter Agency Address
Redmond, WA, 98052	Enter City, State & Zip
Phone: 425-556-2202	*Phone:* Enter Phone Number
Email address: jwhitney@redmond.gov	*Email address:* Enter Email Address

23. INSURANCE

Before using any of said rights granted herein and at its own expense, CONTRACTOR shall purchase and maintain, [or require its agent(s)/subcontractor to purchase and maintain,] the insurance described below for the entire duration of this agreement. Failure to purchase and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance provided in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

CONTRACTOR shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. CONTRACTOR shall also provide renewal certificates as appropriate during the term of this agreement.

CONTRACTOR shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of CONTRACTOR to have its subcontractors and agents comply with the insurance requirements contained herein does not limit CONTRACTOR's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: CONTRACTOR shall purchase and maintain commercial general liability insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of

another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: CONTRACTOR shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: CONTRACTOR shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." CONTRACTOR waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): CONTRACTOR shall comply with or provide Federal Workers Compensation insurance, out of state workers compensation insurance, or coverage under Title 51 RCW by maintaining workers compensation insurance for its employees. CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. CONTRACTOR waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this agreement.

If CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DNR may collect from CONTRACTOR the full amount payable to the Industrial Insurance accident fund. DNR may deduct the amount owed by CONTRACTOR to the accident fund from the amount payable to CONTRACTOR by DNR under this contract and transmit the deducted amount to the Washington Department of Labor & Industries (L&I), Division of Insurance Services.

Errors and Omissions (Professional Liability) Insurance: CONTRACTOR shall purchase and maintain errors and omissions insurance including coverage for professional liability with limits of not less than $1,000,000 per claim and $2,000,000 in the aggregate.

ADDITIONAL PROVISIONS:

Additional Insured: DNR, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State forty-five (45) days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given ten (10) days advance notice of cancellation.

2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given twenty (20) days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given ten (10) days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in Washington State, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If CONTRACTOR is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that CONTRACTOR's self-insurance meets all of the required insurance coverage of this agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of CONTRACTOR is inadequate, then State may require the purchase of additional commercial insurance to comply with this agreement.

Waiver: CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this agreement.

24. ASSURANCES

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

25. ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

26. CONFORMANCE

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

27. APPROVAL

By signature below, the parties certify that the individuals listed in this document, as representatives of the parties, are authorized to act in their respective areas for matters related to this instrument. IN WITNESS WHEREOF, the parties have executed this agreement.

CITY OF REDMOND		**WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES**	
Signature	**Date**	**Signature**	**Date**
Angela Birney		Russ Lane	
Name		**Name**	
Mayor		Wildland Fire Management Division Manager	
Title		**Title**	
PO Box 97010 Redmond, WA 98073		1111 Washington Street SE Olympia, WA, 98504	
Address		**Address**	
425-556-2900		360-902-1308	
Telephone		**Telephone**	

EXHIBIT A

SCOPE OF WORK

This agreement is to allow the CONTRACTOR to provide personnel and support to DNR for wildfire or emergency response within the State of Washington and to define DNR's procedure to pay and reimburse the CONTRACTOR. This includes IMT members and wildland resources (personnel, equipment, services and supplies available, or potentially available, for assignment to incidents) Personnel and equipment are described by kind and type, e.g., ground, water, air, etc., and may be used in tactical, support or overhead capacities at an incident. This agreement will not be an avenue for dispatches to fires outside of the State of Washington with the exception of rostered Type 1, 2 and 3 IMT members.

If the CONTRACTOR has a Forest land Response Agreement (FLRA) it will take precedence over this agreement for dispatches to wildfire incidents, and this agreement will only be used for dispatching of IMT members to non-wildfire incidents.

This agreement extends to all District/Department members as defined below:

- Washington Fire Service (WFS) personnel that are full-time and part-time paid employees, and personnel under contract/agreement with the District/Department will be paid by the District/Department. DNR will reimburse District/Department costs as outlined in this agreement. Personnel covered under this section are regularly paid by WFS for performed work and are compensated the same for work including if assigned to an incident covered by this agreement "Full and Part Time Personnel."

- Members dispatched by DNR from WFS that have contracts for the sole purpose of responding to wildfire or non-wildfire incidents outside of the WFS jurisdictional boundaries are paid by WFS and reimbursed in accordance with the Washington State Wage & Equipment Rate Guide "Temporary Personnel."

- Members of WFS who are identified as volunteers will need to be hired by DNR via the DNR casual hire process and paid directly by DNR. This may be completed pre-season, and shall be completed prior to the first dispatch. The local DNR Region office will handle the casual hire process.

EXHIBIT B

BUDGET

CONTRACTOR agrees that/to:

1. All personnel dispatched will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in PMS 310-1.

2. Provide a copy of the Master IQS Record for each participating employee (needed to update status in Interagency Resource Ordering Capability (IROC).

3. Provide local DNR Dispatch with status of each employee who is listed as a rostered IMT member or other appropriate resource every Monday by 1200 hours. Dispatch will then update their status in IROC for that week (0800 Tuesday to 0800 Tuesday).

4. All personnel and equipment dispatched will be paid by the District/Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR).

5. All Equipment and Personnel dispatched under this agreement will arrive at each incident with a copy of their current agreement.

6. Invoice for personnel, equipment, & travel cost billed to DNR shall be submitted within sixty (60) days and will include the following:
    a. DNR Personnel Reimbursement Request Worksheet
    b. Original Emergency Fire Time Report (OF-288); hourly wage rate including salaries & benefit (regular and OT) for personnel hours on the OF-288.
    c. Original Shift Ticket (OF-297) documenting mileage to/from incident as well as daily mileage incurred on the incident signed by incident supervisor.
    d. Original Emergency Equipment Use Invoice (OF-286) signed by finance section on the incident.
    e. Copy of district/department shift schedule.
    f. Earning statements showing hourly wage for each employee and a copy of appropriate employment contract.
    g. Receipts or Copy of Employee travel reimbursement for travel expenses.
    h. Copy of Resource Order.

7. Volunteers shall submit original copies of payment documents directly to the DNR region office for payment.

8. For fire line or off-road use, only utilize District/Department owned vehicles or procured rental vehicles. If District/Department owned vehicles are available, they shall be used prior to procuring a rental vehicle.
    a. Rental vehicles for off-road use must be procured using the National Emergency Rental Vehicle BPA.
    b. Off-road rental vehicles procured from alternative sources other than the agreement listed above are not compensable.
    c. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information.
    d. In order to provide appropriate tracking for all rental vehicles, rentals ordered for overhead shall be ordered using the resource's O#. They do not require their separate resource order number.
    e. The use of the National Emergency rental vehicle BPA is specific to off-road use. Rental vehicles used for non-fire line positions must be approved on the resource order, and shall be rented through alternative sources other than the National Emergency Rental Vehicle BPA.

DNR agrees that/to:

1. Dispatch resources on preseason IMT rosters, and alternate pool list.

2. Reimburse the CONTRACTOR within 30 days of receipt of complete & accurate invoice and required documentation.

3. Reimburse the CONTRACTOR for Temporary Personnel under contract or agreement with the CONTRACTOR, as defined above, per the Interagency Wildfire Resource Wage Rates in the Washington State Wage & Equipment Rate Guide.

4. Reimburse the CONTRACTOR for Full and Part Time Personnel (as defined above) to the resource provider at the resource provider's actual total cost. This will include backfill cost for the Full-time Personnel as outlined in the State Mobilization Plan.
    a. DNR will reimburse CONTRACTOR of all regular scheduled hours for the personnel assigned to the incident.
    b. The DNR will not pay for muster time, wildland premium pay, portal to portal, or other unspecified pay provisions.
    c. Sleeping Periods, Meal Breaks, Time required for vehicle/equipment maintenance, Crew Change Time, Out of Service Time are considered non-compensable.

5. Reimburse Fire Service District/Department for approved travel expenses. The following guidelines apply:

a. Per diem is authorized for resources while traveling to an incident for meals that they are in travel status for the entire DNR designated meal period, and will be based on where the resource stops to sleep.
    i. Breakfast: 7AM – 8AM
    ii. Lunch: 12PM – 1PM
    iii. Dinner: 6PM – 7PM
b. Upon arrival at an incident all resources shall stay and eat in camp. Resources may not seek reimbursement for meals or lodging unless services are not provided by the incident.
c. Approval for per diem shall be documented on the resource order card, or through written approval including justification, from the Incident Commander.
d. Reimbursement for approved per-diem for incidents in Washington will be paid in accordance with Washington State Office of Financial Management (OFM) rates. Receipts are not required.
e. Reimbursement for approved per-diem for incidents outside Washington, will be paid using the U.S. General Service Administration (GSA) daily per diem rates, applying the following breakdown: 25% for Breakfast, 30% for Lunch, 45% for Dinner, applied to daily totals including meals & incidental rates. Receipts are not required.
f. Local resources who return home each night, and do not remain in camp overnight will not be entitled to per diem.
g. Hotels will only be reimbursed at actual expenses including daily rate and applicable taxes, not to exceed the government rates established in (GSA). All hotel reimbursements require an itemized receipt, and must be approved with a resource order or written approval from the Incident Commander. Booking fees associated with online travel agents are non-compensable.
h. Alternate accommodations may be utilized at the expense of the user. The cost for alternative accommodations is not reimbursable.
i. For travel home if sack lunches are provided, per diem claims will not be reimbursed.
j. Travel time to and from the incident will be paid according to the DNR pay provisions in the Washington State Wage & Equipment Rate Guide.
k. Travel time and cost associated with picking up and dropping off rental vehicles will be paid according to the DNR pay provision in the Washington State Wage & Equipment Rate Guide.

6. Reimburse the CONTRACTOR for all approved supply expenses approved at the incident. The following guidelines apply:
    a. All supply expenses, with the exception of rental car fuel, require a resource order from the incident in order to be reimbursable.

b. Itemized receipts must be included for all supply purchases in order to be eligible for reimbursement.

7. To pay all volunteers directly, unless otherwise requested in writing by the Chief. Volunteers will be paid for hours worked at the rates in the Washington State Wage & Equipment Rate Guide.

8. Reimburse CONTRACTOR for Equipment Cost at the rates published in the Washington State Wage & Equipment Rate Guide.
    a. All equipment will be paid at the wet rate.
    b. All equipment will be paid based on the resource order.
    c. All equipment will be paid according to the DNR provisions in the Washington State Wage & Equipment Rate Guide.

Memorandum

Date: 6/2/2026
Meeting of: City Council

File No. AM No. 26-087
Type: Consent Item

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

Fire	Adrian Sheppard, Fire Chief	425-556-2200

DEPARTMENT STAFF:

Fire	Jim Whitney	Deputy Fire Chief

TITLE:
Authorization to Execute Fire Mobilization Interagency Agreement with the Washington State Patrol (WSP)

OVERVIEW STATEMENT:
The Redmond Fire Department requests Council authorization for the Mayor to execute a Fire Mobilization Interagency Agreement with the Washington State Patrol to allow participation in the Washington State Fire Services Resource Mobilization Plan. Participation under this agreement is voluntary and deployments occur only when operational conditions permit the department to maintain appropriate service levels within the City of Redmond.

This agreement establishes the process for reimbursement of eligible costs incurred when Redmond Fire Department personnel and equipment are mobilized in support of statewide emergency incidents where local and mutual aid resources have been exhausted. The agreement term extends through January 1, 2029.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  This agreement supports the City's Community Strategic Plan priorities related to public safety, preparedness, emergency response, and regional resilience, as well as the City's Comprehensive Emergency Management Plan framework for coordinated interagency emergency response activities.
- **Required:**
  Council approval is required for interagency agreements.
- **Council Request:**
  N/A
- **Other Key Facts:**

N/A

OUTCOMES:
Execution of this agreement allows Redmond Fire Department to participate in mobilization activities coordinated through the Washington State Patrol and establishes reimbursement procedures for eligible personnel, apparatus, equipment, and associated response costs incurred during mobilizations.

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:
Costs associated with approved mobilization responses are reimbursable through the Washington State Fire Services Resource Mobilization Plan in accordance with state mobilization procedures and requirements.

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

Budget Offer Number:
N/A

Budget Priority:
Safe and Resilient; Strategic and Responsive

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
5/19/2026	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:
If not approved, Redmond Fire Department would be unable to participate in state fire mobilization responses under the Washington State Fire Services Resource Mobilization Plan and would not be eligible for reimbursement of mobilization-related costs through the State mobilization system. This would limit the department's ability to support statewide emergency incidents and regional mutual aid efforts during large-scale emergencies and disasters.

ATTACHMENTS:
Attachment A: Fire Mobilization Interagency Agreement with Washington State Patrol

FIRE MOBILIZATION INTERAGENCY AGREEMENT
BETWEEN

STATE OF WASHINGTON
WASHINGTON STATE PATROL

AND

REDMOND FIRE DEPARTMENT

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and Redmond Fire Department, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference and can be found at: https://www.wsp.wa.gov/all-risk-mobilization/

Therefore, it is mutually agreed that:

1. Mobilization Plan. The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.

2. Period of Performance. The period of performance of this Agreement begins on 1/01/2026 and ends on 1/01/2029 unless terminated sooner as provided herein. The parties agree that this Agreement begins on 1/01/2026 regardless of the date of execution.

3. Billing Procedures. WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Payee Registration System; to obtain registration materials go to https://ofm.wa.gov/it-systems/statewide-vendorpayee-services

4. Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.

5. Records Maintenance. Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

6. Agreement Management. The work described herein shall be performed under the coordination of the parties' Contract Managers listed below, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement. The parties shall notify each other within ten (10) business days of a change in Contract Manager.

Contract Manager for REDMOND FIRE DEPARTMENT	Contract Manager for the WASHINGTON STATE PATROL:
Adrian Sheppard Chief 8450 161st Ave NE Redmond WA 98052 425-556-2288 asheppard@redmond.gov	Brian Briscoe State Deputy Fire Marshal PO Box 42642 Olympia WA 98504-2642 360-596-3925 Brian.Briscoe@wsp.wa.gov

7. Hold Harmless. Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.

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

9. Termination. Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.

10. Appeals of Denied Claims. In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.

11. Order of Precedence. In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and regulations;
2. Terms and Conditions contained in this Agreement
3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.

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

13. Electronic Signatures. A signed copy of this contract or any other ancillary document transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed document for all purposes. Electronic signatures must be certified to be considered valid signatures.

14. Authority. The parties signing below warrant that they have read, understand, and have the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Redmond Fire Department		***WASHINGTON STATE PATROL***	
Signature	Date	Signature	Date
		For: John R. Batiste, Chief	
Print Name and Title		Name and Title	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

15670 NE 85th Street
Redmond, WA

City of Redmond

Memorandum

Date: 6/2/2026
Meeting of: City Council

File No. AM No. 26-088
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336

DEPARTMENT STAFF:

Parks	Cameron Zapata	Senior Parks Planner
Parks	Lindsey Falkenburg	Parks Planning Manager

TITLE:
Approval of a Resolution for the Perrigo Park Turf Replacement Youth Athletic Facility Grant

a. Resolution No. 1628: A Resolution of the City Council of the City of Redmond, Washington, Authorizing the Mayor to Legally Bind the City With Respect to the Perrigo Park Turf Replacement Project for Which the City Seeks Grant Funding Assistance Managed Through the Recreation and Conservation Office

OVERVIEW STATEMENT:
Approve a resolution (Attachment A) authorizing the application for the 2026 Recreation Conservation Office Youth Athletic Facilities (YAF) grant for $1.5 million to assist in funding the turf replacement at Perrigo Park fields 1 and 2.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  2023 Park, Arts, Recreation, Culture and Conservation (PARCC) Plan
- **Required:**
  Council approval of the resolution is part of the grant application package
- **Council Request:**
  N/A
- **Other Key Facts:**
  Final application submittal is July 15, 2026

OUTCOMES:
With this grant, the City of Redmond will replace the synthetic turf at Perrigo Park. The goal is to replace the turf to avoid having to close the fields due to unsafe conditions.

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:
There is no cost beyond staff time for grant proposal, the overall project budget for the Perrigo Turf Replacement is $3,229,450.

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:
This project has been proposed for the upcoming CIP process. RCO grant cycles only come every two years, and staff identified this cycle for application.

Funding source(s):
Parks CIP

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action

5/26/2026	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
The Authorizing Resolution is a requirement of the application for the YAF RCO grant and is due July 15, 2026.

ANTICIPATED RESULT IF NOT APPROVED:
Staff would need to withdraw RCO grant application.

ATTACHMENTS:
Attachment A: RCO Applicant Authorization Resolution
Attachment B: RCO Sample Project Agreement

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AUTHORIZING THE MAYOR TO LEGALLY BIND THE CITY WITH RESPECT TO THE PERRIGO PARK TURF REPLACEMENT PROJECT FOR WHICH THE CITY SEEKS GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE

WHEREAS, State grant assistance is requested by the City of Redmond to aid in financing the cost of the Perrigo Park Turf Replacement Project("Project") referenced above.

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

1. The City of Redmond ("City") has applied for or intends to apply for funding assistance managed by the Washington State Recreation and Conservation Office ("Office") for the Project.

2. The Mayor of Redmond is authorized to act as a representative/agent for the City with full authority to bind the City regarding all Office related grant matters related to the Project, including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a grant agreement(s) on behalf of the City extended by the Office (3) sign any amendments thereto on behalf of the City d, (4) make any decisions and submissions required with respect to the Project, and (5) designate a project contact(s) to implement the day-to-day management of the grant.

3. The City of Redmond has reviewed the sample project agreement on the Recreation and Conservation Office's Website at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. The City of Redmond understands and acknowledges that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

4. The City of Redmond acknowledges and warrants, after conferring with its legal counsel, that the Mayor has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, stipulated legal venue for lawsuits, and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.

5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on the City's part.

6. The City of Redmond understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

7. The City of Redmond further understands that prior to the Mayor executing any of the documents listed above, the Office may make revisions to its sample project agreement and that such revisions could include the indemnification, and the legal venue stipulation. The City of Redmond accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. The City of Redmond acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to

Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.

10. (Recreation and Conservation Funding Board Grant Programs Only) If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

11. The City of Redmond acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

12. The City of Redmond acknowledges that any property owned by Redmond that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.

13. This resolution/authorization is deemed to be part of the formal grant application to the Office.

14. The City of Redmond warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of the City, Council approval herein, and applicable laws and policies, and that our Mayor, through Council authorization, has full legal authority to commit the City to the warranties, certifications, promises, and obligations set forth herein.

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

APPROVED:

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

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

WASHINGTON STATE
Recreation and
Conservation Office

Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name_____

Project(s) Number(s), and Name(s)_____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–<u>If our organization owns the project property</u>]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–<u>If your organization DOES NOT own the property</u>]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date_____

On File at:_____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____Date:_____

Washington State Attorney General's Office

Approved as to form Brian Fuller 2/13/2020
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.

Memorandum

Date: 6/2/2026
Meeting of: City Council

File No. AM No. 26-089
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Jeff Churchill	Long-Range Planning Manager
Planning and Community Development	Glenn Coil	Senior Planner
Planning and Community Development	Seraphie Allen	Deputy Director

TITLE:
Adoption of a Resolution Rejecting the Proposed Land Use Map and Zoning Map Amendments for 6900 188th Ave NE and Referring Policy Questions to the SB 6026 Work Program

a. Resolution No. 1629: A Resolution of the City Council of the City of Redmond, Washington, Denying a Proposal to Amend the Redmond Comprehensive Plan Land Use Map and Zoning Map that Was Included as Part of the 2025-26 Annual Docket of Comprehensive Plan Amendments and Referring the Associated Policy Issues to the Planning Commission for Further Study as Part of a Future Work Program

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

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

The two concurrent proposals are to:

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

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

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

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

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

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

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

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Outreach occurred in 2025 and into 2026 as part of the Annual Docket process.
- **Outreach Methods and Results:**
  - Planning Commission held study sessions and a public hearing.
  - Provided 21-day notice of public hearing.
  - Sent public notifications and letters to interested parties as part of the State Environmental Policy Act (SEPA) requirements.

- Posted extraordinary notice sign per RZC 21.76.080.F.5.b

- **Feedback Summary:**
  - Community comments supported the change that would increase housing capacity in Redmond, but also noted site-specific environmental concerns, as well as the need for a mixed-use development that would include retail to serve the neighborhood.
  - The Planning Commission voiced concern about losing capacity for the types of business and jobs found in Business Park zones.

BUDGET IMPACT:
Total Cost:
$5,350,743

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

Budget Offer Number:
0000304 - Community & Economic Development

Budget Priority:
Vibrant and Connected

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

Funding source(s):
General Fund, development fees

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/3/2026	Committee of the Whole - Planning and Public Works	Provide Direction
4/28/2026	Study Session	Provide Direction
5/5/2026	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:
Council must take action on proposed docket amendments no later than August 31, 2026.

ANTICIPATED RESULT IF NOT APPROVED:
If the resolution fails to pass, the docketed amendment will not have been acted upon, and the City Council will need to provide staff with alternative direction.

ATTACHMENTS:
Attachment A: Planning Commission Report and Recommendation
Attachment B: Planning Commission Report Appendices
Attachment C: Council Issues Matrix
Attachment D: Resolution to Deny Comprehensive Plan Amendment

Docusign Envelope ID: 632CC3C8-2D7C-4607-BDF3-B33BB43A911E

Redmond
WASHINGTON

PLANNING COMMISSION REPORT AND RECOMMENDATION TO CITY COUNCIL

February 11, 2025

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

FINDINGS OF FACT

Public Hearing and Notice

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

b. Notice and Public Involvement
   The public hearing notice was published in the Seattle Times on Nov. 26, 2025 in accordance with RZC 21.76.080 Review Procedures. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies. Additional public outreach included:
   i. Posting of an extraordinary sign per RZC 21.76.080.F.5.b;
   ii. Posting on the City Comprehensive Plan Docket webpage; and
   iii. Notice of the public hearing and study sessions sent through the "Plans, Policies, and Regulations" e-newsletter.

Redmond Comprehensive Plan Amendment Summary and Criteria Evaluation

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

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

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

Docusign Envelope ID: 632CC3C8-2D7C-4607-BDF3-B33BB43A911E

Current and proposed Land Use Designations adopted in the Redmond 2050 Comprehensive Plan – Land Use Chapter:

Citywide Mixed-Use

LU-36
Maintain and enhance a well-distributed system of mixed-use areas at a variety of scales outside of Redmond's centers. Encourage land uses that support or provide services to adjacent land uses and that encourage accessible and active transportation and transit use.

LU-37
Ensure that mixed-use areas are located, designed, and developed to:

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

LU-38 - Citywide Mixed-Use Designation

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

Business Park

LU-39 - Business Park Designation

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

Docusign Envelope ID: 632CC3C8-2D7C-4607-BDF3-B33BB43A911E

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

Redmond Zoning Code Map Amendment Summary

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

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

Docusign Envelope ID: 632CC3C8-2D7C-4607-BDF3-B33BB43A911E

Purpose Statements for Current and Proposed Zones:

RZC 21.08.100.C. Mixed-Use Zones.

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

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

RZC 21.14.030 Business Park.

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

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

Docusign Envelope ID: 632CC3C8-2D7C-4607-BDF3-B33BB43A911E

Staff Analysis

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

Recommended Conclusions of the Technical Committee

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

RECOMMENDED CONCLUSIONS

The Planning Commission has reviewed:

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

Summary of Planning Commission Discussion Issues

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

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

Recommendation

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

Vote to DENY recommendation: 5-2.

Docusign Envelope ID: 632CC3C8-2D7C-4607-BDF3-B33BB43A911E

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

Carol Helland
Planning and Community Development Director

Signed by:
Susan Weston
2E66B184628E4A6...

Susan Weston
Planning Commission Chair

Attachments

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

Appendices

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

Docusign Envelope ID: 632CC3C8-2D7C-4607-BDF3-B33BB43A911E

Attachment A

Comp Plan LU Map & Zoning Map Amendments: 6900 188th Ave. NE













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

A. Planning Commission Issues Matrix - Final

B. Letters from Individual Commissioners

C. Public Hearing Notice

D. Public Hearing Minutes – Dec. 17, 2025

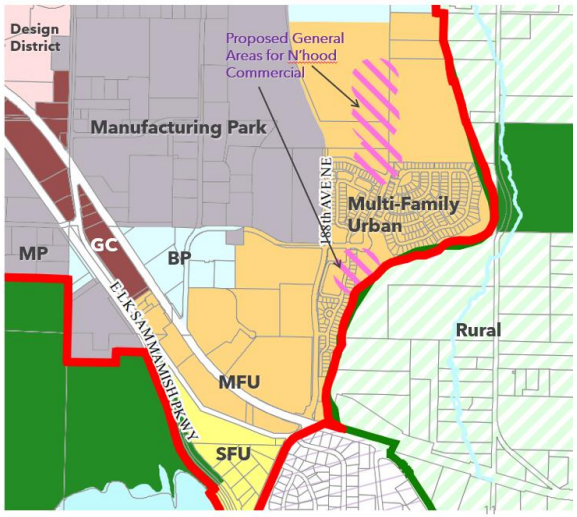
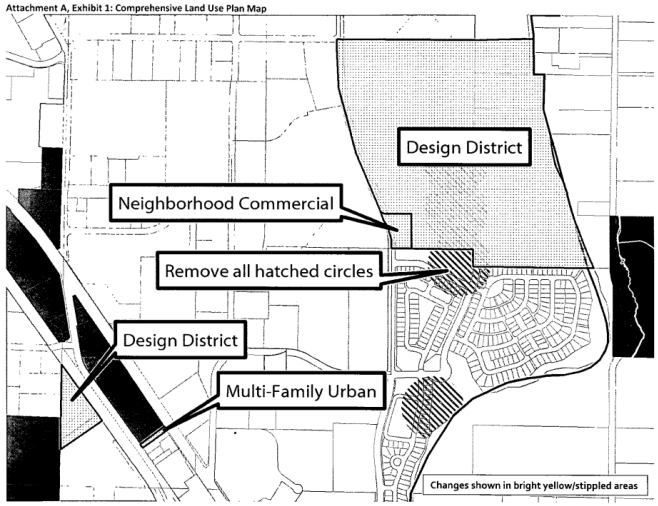
E. Written Public Comments

F. Technical Committee Report with Attachments

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

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

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

Item		Discussion Notes	Issue Status
3.	Background on the existing split designation, origin of the CMU on 1 acre? Coleman	**Commission Discussion** Commissioner asked why the property has a Mixed-Use designation and the property is split zoned. **Staff Comments** This is documented in the Technical Committee Report – Attachment A, criteria c. of the Zoning Map Amendment criteria. Staff was able to add some additional context and history. The 2007 Land Use Map for the City designated this parcel as **Multi-Family Urban** (MFU). The Redmond 2030 Comp plan, adopted in 2011, continued this designation. These maps included areas designated as "proposed" general areas for neighborhood commercial.  *Figure 1 - 2011 Land Use Map*  *Figure 2 - 2014 Land Use Map* In 2014, per Ordinance 2752, the Southeast Redmond Neighborhood Plan was updated. This update also included a Land Use and Zoning map amendment. This changed the zoning for the site from **MFU** to **Design District,** which allowed flexibility for residential and formalized a one-acre area of land as **Neighborhood**	Opened 11/17/2025 Closed 12/17/2025

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

Item		Discussion Notes	Issue Status
5.	Facility demands Woodyear	Commission Discussion How do we determine if we have capacity to accommodate changes? Staff Comments All land use amendments, including comprehensive plan policy and land use map amendments, require a land use application and a State Environmental Policy Act (SEPA) application. Staff from utilities, transportation, environmental, and planning review the applications to identify issues, including capacity to serve said proposal. As a Type VI process as defined in RZC 21.76, staff provides an analysis, and the Technical Committee makes a recommendation to Planning Commission. Planning Commission reviews this Technical Committee Report to inform its deliberations.	Opened 11/17/2025 Closed 12/17/2025
6.	Outreach to community, local neighborhood Coleman	Commission Discussion Has outreach to the community and local neighbors been conducted? Staff Comments Community outreach efforts adhere to the process proscribed for Comprehensive Plan and Zoning Map amendments as noted in RZC 21.76. This includes: • Planning Commission holding study sessions and a public hearing. • Providing a 21-day notice for the public hearing. • Public notifications and letters to interested parties as part of the State Environmental Policy Act (SEPA) requirements. • Posting of an extraordinary sign per https://redmond.municipal.codes/RZC/21.76.080.F.5.b.	Opened 11/17/2025 Closed 12/17/2025

Item		Discussion Notes	Issue Status
		 Additional efforts include: • Maintaining a webpage for this proposal at 2025-26 Comprehensive Plan Docket | Redmond, WA. • Posting materials on the Planning Commission webpage. • Articles in the City's "Plans, Policies, and Regulations" newsletter.	
7.	Zoning code question Weston	**Commission Discussion** Impact on change to BP have on SE Redmond noise overlay? Move north, impact to properties to the north. Concerned on MF zones? Transition overlays – what uses can be next to each other? What impacts on, impacts by overlays? Worried about multifamily – is it isolated? Are we limiting multifamily future? How does this affect the manufacturing and industrial center designation? **Staff Comments** The subject property is located near two Zoning Overlays, as noted in RZC 21.05.100. The SE Redmond noise overlay is intended to protect new residential development from potential significant noise impacts from nonresidential uses, specifically operations at Genie Industries to the west and Heidelberg (Cadman) recycling and quarry-related operations to the north. It is intended to shift as the area redevelops and land uses change, such as for future residential and school development. The noise overlay was recently modified to accommodate the Woodside Townhomes development.	Opened 11/17/2025 Closed 12/17/2025

Item		Discussion Notes	Issue Status
		The City is working on a Manufacturing-Industrial Center (MIC) designation for the Manufacturing Park and Industrial zones to the north and west of the subject parcel. More information can be found at https://www.redmond.gov/2347/Southeast-Redmond-Manufacturing-and-Indu. The subject property is outside the proposed designated MIC and would not have any impacts to the uses in the MIC.	
8.	How many housing units allowed if rezoned? Copley	Commission Discussion What is the possible maximum amount of housing units that could be allowed if rezoned? Staff Comments An approximation of the maximum housing unit count that could be achieved can be determined by looking at the size of the parcel and the Floor Area Ratio (FAR) allowed in the zone. Using these variables with a commonly accepted average size of a housing unit can provide an estimate for land use planning purposes. Currently, the 5.84 acre parcel could potentially yield **109 housing units at 800 sq ft each**. (One acre of the parcel is zoned Corridor Mixed-Use). If the whole parcel is rezoned to Corridor Mixed Use, it could potentially yield **637 housing units at 800 sq ft. each.** This is based on the assumptions: Parcel size: 5.84 acres (254,687 sq ft) Base Max FAR (w/o incentives) - 2.0 Average housing unit size - 800 sq ft	Opened 11/17/2025 Closed 1/14/2026
9.	Zoning and land uses and projections Aparna	Commission Discussion Comm Aparna submitted the following questions to provide additional context: 1. Corridor Mixed Use: As currently defined, does it involve office space? Are there prescribed ratios to qualify as mixed use?	Opened 11/17/2025 Closed 12/17/2025

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

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

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

Item		Discussion Notes	Issue Status
		 Pure Redmond Apartments (Photo – Google Maps)	
12.	Gagner Potential redevelopment of BP lands	Commission Discussion Comm. Gagner asked how much of the BP land is undeveloped or could be redeveloped? Staff Comments Staff reviewed the 2020 Buildable Lands analysis conducted for Redmond 2050 update, as well as current property records and aerial maps and found the following: • The largest acreage of developable lands in the BP zone occurred in the Willows Rd area. Since the 2020 report those areas have: o Redeveloped as the Gehry-designed Building X owned by Meta (680,000 sq ft) o Maintained the same use by the owner (Aerojet Campus) • In SE Redmond: o A property on Union Hill Rd identified as developable has maintained the same use as a daycare/preschool o Lot 7 was identified as "vacant"	Opened 12/14/2025 Closed 1/14/2026
13.	Property ownership/sales history Woodyear	Commission Discussion Commissioner Woodyear asked about sales history/ownership of the parcel. Staff Comments • Early 1900's – Weyerheauser* Timber Co., then Campbell Lumber Co. • 1930's – area purchased by Horace Cadman for future Cadman Quarry	Opened 12/14/2025 Closed 1/14/2026

Item		Discussion Notes	Issue Status
		• Larger parcel created in 2007, joint ownership by Taylor Union Hill LLC and Cadman-Magnusson LCC • Property short platted in 2012, creating Lot 7, same ownership • Sold in 2022 to Redmond WA 188 LLC * *Earlier spelling of name as recorded in Anderson Map Co's King Co. Atlas, 1907*	
14.	SEPA in-fill exemptions Aparna	Commission Discussion Comm. Aparna asked if this proposal was covered under the Redmond 2050 SEPA Infill Exemption. Staff Comments This proposal falls under the Citywide Infill Exemption, which covers the full extent of the city apart from the Downtown and Marymoor Infill Exemptions, and the Overlake Planned Action. Additional information on the Redmond 2050 SEPA Infill Exemptions can be found at - https://www.redmond.gov/DocumentCenter/View/29620/Appendix_62-Infill-Exemption-2023_0920 and in the Redmond Zoning Code at https://redmond.municipal.codes/RZC/21.70.095.	Opened 12/14/2025 Closed 1/14/2026
15.	Commissioner opinions on proposal Weston Aparna	Commission Discussion Commissioner Aparna submitted the following comment by email: Unless some new information comes to light, I am going to vote to reject the Redmond Flex proposal. Here are my reasons: **Diversity in land-use is important for a vibrant, vital city.** Redmond 2050 does a great job of balancing various land-uses and zoning and allocating land with a long-range vision of growing the city into a vibrant place with all types of buildings and uses. Changing this project land use reduces the land allocated to business/manufacturing uses. We cannot get that land back. Diversity is key to vibrancy and, reducing diversity in land use, reduces the energy and vitality of a city and neighborhoods over the long term. It also builds resilience. **Housing alone cannot be a compelling enough argument given Redmond 2050's complete and competing priorities.** In my view, for a docket item to be approved, the applicant has to make a compelling case for us to change the current land-use for the city. I believe saying we need more housing is not a strong enough argument as it	Opened 12/14/2025 Closed 1/14/2026

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

Item	Discussion Notes	Issue Status

Numbers from the Land Use Element in the 2050 Comp Plan

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

Current Conditions

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

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

Land Use Element – Adoption

›REDMOND 2050

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

Housing: 67.4%

Jobs: 11.3%

Parks, Recreation, Open space: 21.4%

My opinions:

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

Staff Comments

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

Aparna Varadharajan 16-Jan-2026

Dear Redmond City Council,

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

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

These are my reasons for rejecting the docket proposal:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thank you for your attention and consideration.

Sincerely,

Aparna Varadharajan

(Planning Commissioner)

To the Redmond City Council,

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

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

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

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

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

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

NOTICE OF PUBLIC HEARING
CITY OF REDMOND

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

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

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

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

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

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

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

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

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

LEGAL NOTICE: November 26, 2025

Docusign Envelope ID: 746394EB-BEA7-4977-A665-8E944FDE78A9

MEETING MINUTES

REDMOND PLANNING COMMISSION MEETING

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

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

Commissioners Present:	Chair Susan Weston, Vice-Chair Jeannine Woodyear, Commissioners Adam Coleman, Denice Gagner (virtual), Tara Van Niman, and Aparna Varadharajan
Commissioners Absent:	Commissioner Brian Copley (Excused)
Staff Present:	Odra Cardenas, Jeff Chuchill, Glenn Coil, Michael Hintze, Francesca Liburdy, and Chris Wyatt
Recording Secretary:	Carolyn Garza, LLC

2. Approval of the Agenda

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

3. Approval of Meeting Minutes & Summaries

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

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4. Items from the Audience (General)

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

5. Land Use and Zoning Map Amendments – 6900 – 188th Avenue Northeast - Public Hearing & Study Session

Senior Planner Coil presented the topic.

Public Hearing

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

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

Study Session

Senior Planner Coil presented the Issues Matrix.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chair Weston closed the written portion of the Public Hearing.

(Five-Minute Break)

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

Transportation Planning Manager Hintze gave the presentation.

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

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

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

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

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

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

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

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

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

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

- *Motion seconded by Vice-Chair Woodyear*.

Chair Weston stated understanding that additional education is needed.

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

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

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

Commissioner Coleman stated that Issue 16 could be closed.

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

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

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

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

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

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

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

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

7. Staff & Commissioner Updates

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

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

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

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

9. Adjourn

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

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Minutes approved on:

1/29/2026

Planning Commission Chair

Signed by:
Susan Weston
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HCMP Law Offices | Hillis Clark Martin & Peterson P.S.

December 16, 2025

Via Email (PlanningCommission@Redmond.gov)

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

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

Dear Planning Commissioners:

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

A. Proposal Overview.

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

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

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

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

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

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

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

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

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

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

D. Conclusion.

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

Very truly yours,

Rachel Mazur

Rachel Mazur

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CC: Director Carol Helland, chelland@redmond.gov
Long Range Planning Manager Jeff Churchill, jchurchill@redmond.gov
Senior Planner Glenn Coil, gcoil@redmond.gov

ND: 22739.008 4908-9475-2386v3

HCMP Law Offices | Hillis Clark Martin & Peterson P.S.

January 9, 2026

Via Email (PlanningCommission@Redmond.gov)

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

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

Dear Planning Commissioners:

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

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

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

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

Growth Management Act

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

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

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

- MPP-RGS-4: Accommodate the region's growth first and foremost in the urban growth area.

- MPP-RGS-6: Encourage efficient use of urban land by optimizing the development potential of existing urban lands and increasing density in the urban growth area in locations consistent with the Regional Growth Strategy.

- MPP-DP-1: Develop high-quality, compact urban communities throughout the region's urban growth area that impart a sense of place, preserve local character, provide for mixed uses and choices in housing types, and encourage walking, bicycling, and transit use.

- MPP-DP-4: Support the transformation of key underutilized lands, such as surplus public lands or environmentally contaminated lands, to higher-density, mixed-use areas to complement the development of centers and the enhancement of existing neighborhoods.

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

King County Countywide Planning Policies (CPPs)
The Proposal aligns with the following CPPs:

- DP-2: Prioritize housing and employment growth in cities and centers within the Urban Growth Area, where residents and workers have higher access to opportunity and high-capacity transit. Promote a pattern of compact development within the Urban Growth Area that includes housing at a range of urban densities, commercial and industrial development, and other urban facilities, including medical, governmental, institutional, and educational uses and schools, and parks and open space.

- H-15: Increase housing choices for everyone … [e]nsure there are zoning ordinances and development regulations in place that allow and encourage housing production at levels that improve jobs-housing balance throughout the county across all income levels.

- H-16: Expand the supply and range of housing types, including affordable units, at densities sufficient to maximize the benefits of transit investments throughout the county.

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

The following Comprehensive Plan policies support the Proposal:

- FW-LU-2: Ensure that the land use pattern in Redmond meetings the following objectives … [e]ncourages a mix of uses that create complete neighborhoods … [p]romotes sufficient density for development pattern and urban design that enable people to readily use a variety of accessible and active forms of travel[.]

- FW-HO-2: Zone sufficient buildable land to accommodate Redmond's projected housing need and meet allocated housing growth targets.

- FW-HO-3: Increase housing choices in more areas of the city.

- FW-HO-5: Evaluate and refine tools and processes to improve housing related outcomes.

- LU-5: Provide an appropriate level of flexibility through development regulations to promote efficient use of buildable land. Balance this flexibility with other community goals and the need for equity.

- LU-26: Promote walkable, welcoming, attractive, and safe complete neighborhoods with a variety of housing types to serve our culturally and economically diverse community.

- FW-CD-2: Use development regulations and review processes to achieve desired design outcomes for our city, neighborhoods, and public spaces while providing flexibility where appropriate.

c. Potential impacts to vulnerable community members;

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

d. Potential economic impacts;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

k. The proposed amendment addresses significantly changed conditions.

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

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

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

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

diminished by the Proposal to remove a split zoning and land use designation and enable market and affordable housing units to be constructed on the Property.

III. CONCLUSION.

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

Very truly yours,

Rachel Mazur

Rachel Mazur

RMM:smd
E-Mail: rachel.mazur@hcmp.com
Direct Dial: (206) 470-7667
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CC: Director Carol Helland, chelland@redmond.gov
Long Range Planning Manager Jeff Churchill, jchurchill@redmond.gov
Senior Planner Glenn Coil, gcoil@redmond.gov

ND: 22739.008 4927-4430-1701v3

David Morton, PhD
206-909-5680
Redmond 98053

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I'd like to comment on the proposed **Land Use and Zoning Map amendments for 6900 188th Ave NE**.

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

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

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

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

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

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

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

I urge you to recommend **denial of the proposal**. Thank you.

David Morton, PhD
206-909-5680
Redmond 98053

From:	David Morton
To:	Planning Commission; Tara Van Niman (City Volunteer)
Cc:	Odra Cardenas; Glenn Coil; Susan Weston (City Volunteer); Jeannine Woodyear (City Volunteer); Adam Coleman (City Volunteer); Bryan Copley (City Volunteer); Aparna Varadharajan (City Volunteer); Denice Gagner (City Volunteer); Jeff Churchill; Michael Hintze; Francesca Liburdy; Carol Helland; Aaron Bert; Beckye Frey; Sustainability; Jenny Lybeck; Micah Bonkowski; Erin O"Mara; Valeria Cosgrove; Amee Virelle; Micheal Despain (MED Enterprises); Lauren Alpert; Amanda Balzer; Aaron Moldver; Ian Lefcourte; Tim McHarg; Tom W. Hardy; David Lee; Nancy T. Logan; Michael Vermeulen; Rheya Wren; Caitlin Reck; Katie Pratt; Erik Bedell; Zwanzig, Macy; Marilyn Subala; Brandon Leyritz; Brian Buck; Kim Dietz; Haritha Narra; PLAN - Redmond 2050 - Technical Advisory Committee; Cameron Zapata; Todd Rawlings; Lauren Anderson; Josh Mueller; MayorCouncil; Council; Mayor (Internet); Chris Stenger; Malisa Files; Jill E. Smith; Cheryl D. Xanthos; Seraphie Allen; City Clerk; eugene.radcliff@ecy.wa.gov; Oneredmond Info; Patrick Jurney; Andrea Martin; pwilliams@redmond.gov; Mike Brent; Andy Swayne; David Hoffman; jor_mig_santos@hotmail.com; Anastasiya Warhol; James Terwilliger; David Baker; Milton Curtis; Joe Marshall; Nigel Herbig; Mellor Caroline (ECY); Melanie OCain; Andrew McClung; Jon Culver; David Barnes; Brian Stewart; Arielle Dorman; Kim Faust; Tom Hitzroth; Marilyn Lazaro (City Volunteer); Yeni Li; Christy Sanders-Meena; David Bain; Marissa Aho; Claudia Balducci; Sarah Perry; Prideacrossthebridge Info; Axton Burton; Jessica Atlakson; Tess Larson; Brian Coats; Ernest C. Fix; Vanessa Kritzer; gwolff@redmond.gov; Kelley Cochran; Loreen Hamilton; David Tuchek; Gary Smith; Gary Smith; Gary and Kerry Smith; Gary Smith; Tom Markl - Economic Development Board of Directors; Shannon Braddock; Shannon Braddock; frank.winslow@ecy.wa.gov; david.unruh@ecy.wa.gov; dunr461@ecy.wa.gov; kelli.price@ecy.wa.gov; chrisc@soundearthinc.com; treasure.mitchell@ecy.wa.gov
Subject:	Clarification on My Public Comments Regarding 6900 188th Ave NE - Aquifer Protection Priority
Date:	Thursday, December 18, 2025 11:48:19 AM

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

Dear Commissioner Van Niman,

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

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

My Concern About the Staff Analysis

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

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

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

Why I Initially Recommended Denial

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

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

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

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

A Better Approach: Conditional Approval

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

Recommended Motion Language:

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

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

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

Why This Approach is Superior

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

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

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

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

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

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

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

Context: Twelve Contaminated Sites Above Redmond's Aquifer

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

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

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

Addressing Employment Land Concerns

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

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

Conclusion

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

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

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

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

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

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

Respectfully,

David Morton, PhD
206-909-5680
Redmond 98053

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

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

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

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

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

Best,
Aspen Richter
Redmond resident (98052)

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

David Morton, PhD
206-909-5680
Redmond 98053

I'd like to comment on Agenda Item 6.

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

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

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

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

Here's the bottom line.

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

Preserving employment land is indeed a concerning issue. **Conditional approval of the proposed amendment better protects Redmond's drinking water aquifer** and addresses housing needs. Invoking the City's use of its **CARA protection authority** to ensure **full removal of the toxic PAH-contaminated soils, regardless of zoning, is the MOST PROTECTIVE approach.**

Redmond
WASHINGTON

TECHNICAL COMMITTEE REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

November 12, 2025

Project File Number:	**LAND-2025-00259; SEPA-2025--00258**	
Proposal Name:	**Land Use Map and Zoning Map Amendments – 6900 188th Ave NE**	
Applicant:	**City of Redmond**	
Staff Contacts:	Jeff Churchill, Long Range Planning Manager	425-556-2492
	Glenn Coil, Sr. Planner	425-556-2742

TECHNICAL COMMITTEE COMPLIANCE REVIEW AND RECOMMENDATION

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

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

REDMOND COMPREHENSIVE PLAN AMENDMENT SUMMARY

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

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

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

Current and proposed Land Use Designations adopted in the Redmond 2050 Comprehensive Plan – Land Use Chapter:

Citywide Mixed-Use

LU-36
Maintain and enhance a well-distributed system of mixed-use areas at a variety of scales outside of Redmond's centers. Encourage land uses that support or provide services to adjacent land uses and that encourage accessible and active transportation and transit use.

LU-37
Ensure that mixed-use areas are located, designed, and developed to:

- Locate businesses rather than parking areas along the street;

- Provide housing;
- Encourage compact development and use of accessible and active transportation;
- Avoid impacts on adjacent residential uses, including impacts that could result in pressure to convert these adjacent uses to commercial uses.

LU-38 - Citywide Mixed-Use Designation

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

Business Park

LU-39 - Business Park Designation

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

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

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

REDMOND ZONING CODE MAP AMENDMENT SUMMARY

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

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

Current and Proposed Zones:

RZC 21.08.100. C. Mixed-Use Zones.

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

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

RZC 21.14.030 Business Park.

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

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

STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

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

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

STAFF RECOMMENDATION

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

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

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

TECHNICAL COMMITTEE RECOMMENDATION

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

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

REVIEWED AND APPROVED BY

Carol Helland,
Planning and Community Development Director

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

Attachments

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

Comprehensive Plan Amendment Criteria (RZC 21.76.070.J)

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

CRITERIA	ANALYSIS
	Development pattern policies that support housing and walkability, including DP-3, DP-4 and DP-5. Housing policies aimed at increasing housing supply, accessibility to transit and employment, and expanded housing and neighborhood choice, including HO-10, H-12, H-15, H-16, H-18, and H-25. Economic policies such as EC-19 and EC-26. King County CPP's this proposal may not advance as strongly, including those around the economy, providing middle-wage jobs, business development, and an adequate supply of land, include EC-2, EC-6, and EC-22.
b. Consistency with the Comprehensive Plan policies and the designation criteria;	This proposal aligns with the Redmond 2050 Comprehensive Plan's policies. Policies this proposal strongly advance include: • FW-LU-2: "Ensure that the land use pattern in Redmond meets the following objectives … [e]ncourages a mix of uses that create complete neighborhoods … [p]romotes sufficient density for development pattern and urban design that enable people to readily use a variety of accessible and active forms of travel[.]" • FW-HO-2: "Zone sufficient buildable land to accommodate Redmond's projected housing need and meet allocated housing growth targets." • FW-HO-3: "Increase housing choices in more areas of the city." • FW-HO-5: "Evaluate and refine tools and processes to improve housing related outcomes." Policies this proposal may not advance or as strongly include: • EV-2 – Provide for a mix of land uses in a range of zones that enables Redmond to

CRITERIA		ANALYSIS
		meet its job growth targets and attract and retain businesses that meet the needs of the community. • EV-3 – Prioritize efficient use of land and infrastructure by directing economic development within existing retail, office, manufacturing, and mixed-use areas and in designated centers. • EV-26 - Develop and maintain land use, zoning, and design regulations that attract and support a diversified mix of businesses from multinational corporations to small, locally owned and innovative neighborhood shops.
c.	Potential impacts to vulnerable community members;	Proposal may have a positive impact on vulnerable populations, as residential development would increase the city's housing stock and results in affordable housing through mandatory inclusionary zoning provisions. It is also adjacent to a neighborhood park and approximately 1,400 feet (10-minute) walk from a bus stop served by Metro route 269.
d.	Potential economic impacts;	There could be a potential loss of manufacturing/commercial uses, and related jobs, as well as B&O taxes. Some of this loss may be offset if new development includes mixed-use/commercial development.
e.	Potential impacts to the ability of the City to provide equitable access to services;	No impacts have been identified.
f.	Potential impacts to the natural environment, such as impacts to critical areas and other natural resources;	No impacts have been identified, including to the Critical Aquifer Recharge Area. Staff noted that a rezone to mixed use/residential has lower risk to the environment than the current Business Park zoning. Businesses/uses allowed in the BP zone have the potential to use materials and processes in manufacturing that could contaminate the CARA. Businesses/uses associated with mixed

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

CRITERIA	ANALYSIS
	growth, it would also lose land area for business park uses.
j. Consistency with the preferred growth and development pattern in the Land Use Element of the Comprehensive Plan;	The proposal is consistent with the City's preferred growth pattern. This proposal expands an existing Citywide Mixed-Use designation into a Business Park designation. It does not directly impact a nearby manufacturing & industrial growth center.
k. The proposed amendment addresses significantly changed conditions. In making this determination, the following shall be considered: i. Unanticipated consequences of an adopted policy, or ii. Changed conditions on the subject property or its surrounding area, or, iii. Changes related to the pertinent plan map or text; and iv. Where such change of conditions creates conflicts in the Comprehensive Plan of a magnitude that would need to be addressed for the Comprehensive Plan to function as an integrated whole.	This proposal addresses significantly changed conditions on the subject property. The property is split-zoned, with the Business Park share not allowing residential uses. This amendment will allow residential development on the whole 5.82 acre parcel. The previous/current zoning was adopted to ensure adequate capacity for job-producing uses. During the Redmond 2050 update, this was identified as a continuing City priority, along with the need for additional housing. More recently, the property owner identified changed conditions – including less demand for manufacturing/commercial uses, and challenges attracting a viable tenant, as well as increased need and demand for housing. This proposal is intended to satisfy this changed condition.

Zoning Map Amendment Criteria (RZC 21.76.070.AF)

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

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

CRITERIA		MEETS/ DOES NOT MEET
		The proposal may complement properties in the vicinity, such as single and multi-family homes, a city park, trails, as well as a potential school.

f.	Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;	MEETS
		Staff reviewed utilities and services in the area and found all adequate to support the proposed land use and zoning.
		• Transportation: adequate
		• Utilities:
		  o Water – adequate
		  o Wastewater - adequate
		  o Stormwater – adequate
		• Parks/Trails: The property is adjacent to SE Redmond Park, and is also served by dedicated bike lanes on 188th Ave NE. In addition, the property has access to the Evans Creek Trail, located about 500 feet to the east. SE Redmond Park adjacent to the south is planned to be developed in 2027.
		• Schools – served by LWSD and may be served by a future school on a property adjacent to the north.
		• Transit – The property is located about a 10-minute walk from KC metro route 269.

g.	The probable adverse environmental impacts of the types of development allowed by the proposed zone can be mitigated, taking into account all applicable regulations or the unmitigated impacts are acceptable; and	MEETS The property is located in the CARA II designation. The proposed use for the new zone, residential, may have less environmental impact than the current zoning, Business Park on the underlying CARA, which allows uses that may not be compatible or would require mitigation. Staff noted that this proposal is not an issue from the natural resources and CARA perspective, since mixed-use as a land use has lower potential for environmental impacts.
h.	The amendment complies with all other applicable criteria and standards in the RZC.	MEETS

Comp Plan LU Map & Zoning Map Amendments: 6900 188th Ave. NE













Attachment C

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

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

PROJECT INFORMATION

PROJECT NAME: 6900 188th Ave NE Map Amendment

SEPA FILE NUMBER: SEPA-2025-00258

PROJECT DESCRIPTION:
Associated with LAND-2025-00259

PROJECT LOCATION:

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

APPLICANT: Rachel Mazur

LEAD AGENCY: City of Redmond

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

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

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

CITY CONTACT INFORMATION

PROJECT PLANNER NAME: Glenn Coil
PHONE NUMBER: 425-556-2742
EMAIL: gcoil@redmond.gov

IMPORTANT DATES

COMMENT PERIOD

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

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

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

APPEAL PERIOD

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

DATE OF DNS ISSUANCE: November 19, 2025

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

RESPONSIBLE OFFICIAL: Carol V. Helland
Planning Director

SIGNATURE: Carol V Helland

RESPONSIBLE OFFICIAL: Aaron Bert
Public Works Director

SIGNATURE:

Address: 15670 NE 85th Street Redmond, WA 98052

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

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

Item		Discussion Notes	Issue Status
		Master Planned Development. This site has a master plan in conjunction with a development agreement. It is in effect for 10 years, or to 2033, and the property owner is vested even if the zoning is changed during this period. RZC 21.76.070.P defines Master Planned Developments (MPD). For this site, an MPD is allowed as it above 3 acres, but is not required. The previous land use designation, NE Design District, required an MPD for all sites above 3 acres and was negotiated as part of the development agreement. It would be up to the property owner to decide if they wish to submit a new or revised MPD for the site if the zoning changes.	
3.	Impacts of SB 6026 Stuart	Council discussion Council President Stuart asked what impacts SB 6026 has on this proposal, and how it would impact Council's decision on this request. Staff comments SB 6026 was recently signed into law and concerns residential development in commercial and mixed-use zones. At a high level, the bill prevents cities from excluding residential uses in areas zoned for commercial or mixed-use development, with some exceptions. Cities are required to amend their codes in accordance with SB 6026 by December 2027. Impact on current zoning As noted, this proposal is located on a large parcel with mixed land use/zoning designations. • Corridor Mixed Use (CMU) – one acre of the property is zoned Corridor Mixed Use. Although it is designated as a Mixed-Use Zone, this zone does not have a minimum requirement for commercial uses. Thus, SB 6026 has no impact for the portion of the property zoned CMU. • Business Park (BP) – the remaining 4.82 acres is zoned BP, which the owner wants to rezone to CMU. BP allows a range of uses including some retail and restaurants, manufacturing	Opened 3.3.26

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

Item	Discussion Notes	Issue Status
	<u>If amendment is adopted</u> Benefits • Consistent land use designation. • Potential for housing. • Potential for mixed-use development. • Supports goals around Complete Neighborhoods. • Residential or mixed-use development would be more compatible with surrounding uses, including SE Redmond Park, single and multifamily housing, and a potential new school on property to the north. • Less of an environmental impact, including to the CARA. As noted in the Technical Committee Report, the types of businesses/uses allowed in the BP zone have the potential to use materials and processes in manufacturing that could contaminate the CARA. Businesses/uses associated with mixed use/residential are retail and service industry based and pose a low risk to the environment. Costs • Loss of land zoned for Business Park and associated uses and jobs • Potential loss of jobs associated with BP-zoned lands, especially if not redeveloped as mixed-use. • Potential loss of tax revenue associated with BP-zoned land, including business taxes. • Potential loss of sites for advanced manufacturing type businesses that the City is trying to attract. <u>If amendment is not adopted</u> Benefits • Would retain about 4.5 acres for BP associated uses. • Could contribute to the City's job growth goals. Although the actual number of potential jobs it could generate cannot be known at this time, analysis based on the assumption of 10 jobs/acre conducted for the Planning Commission estimated about 58 jobs for this site.	

Item		Discussion Notes	Issue Status
		Another proxy for estimated employment is the amount of parking provided. The Master Plan for Redmond Flex proposes 240 stalls. • Would create more supply for advance manufacturing businesses so they don't compete for spaces against local artisan manufacturing, arts and creative businesses, breweries, and small scale food manufacturing. • Provides an available site for Redmond to promote to site selectors globally through business attraction efforts and Greater Seattle Partners participation. Costs • The property remains undeveloped and does not produce any additional tax revenue. Property owner noted the difficulty of attracting tenants for their currently vested project, and the economic challenges of building a speculative project in a market with elevated industrial and commercial vacancies rates. • May have a higher environment risk, especially to the CARA. As noted in the Technical Committee Report, the types of businesses/uses allowed in the BP zone have the potential to use materials and processes in manufacturing that could contaminate the CARA. Businesses/uses associated with mixed use/residential are retail and service industry based and pose a low risk to the environment. • May be a less compatible land use in the future. With the potential for a future Lake Washington School District high school adjacent to the north, as well as the recent completion of the Woodside Townhomes to the east, and the start of development of SE Redmond Park to the south, a large manufacturing/office type facility may be less compatible with surrounding uses, especially as it relates to goals supporting complete neighborhoods, as well as other impacts, such as noise from large vehicles.	
5.	Future Map amendments Parsi	<u>Council discussion</u> CM Parsi asked if this proposal is approved, could this lead to similar map amendment proposals?	Opened 3.3.26

Item		Discussion Notes	Issue Status
		<u>Staff comments</u> Per the WA Growth Management Act, Cities may amend their Comprehensive Plans once per year. Community members, staff, the Planning Commission, and Council may propose changes. The process is codified in RZC 21.76.070.J and is known as the annual comprehensive plan amendment docket. This proposal is part of the current 2025-26 Annual Docket. Zoning Map amendments can be proposed at any time by community members, staff, the Planning Commission, or the Council and is subject to the process shown in RZC 21.76.070.AF (unless tied to a Comprehensive Plan land use amendment, then it would be part of an annual docket process). Recently approved Land Use/Zoning Map amendments include: • Redmond 2050 Zoning consolidation (2024, 2025) • Rose Hill annexation (2024) • Evans Creek Relocation (2022) • Proctor-Willows Development (2019) • Marymoor/SE Redmond Neighborhood Plan (2017) Other proposals that were not docketed (and thus not approved) include: • CIM Group – SE Redmond – multifamily to Design District (2021) • Onyx Redevelopment – Overlake (2018-21) NOTE – this proposal was incorporated as part of Redmond 2050 Rezone • Avondale Area – single-family urban to multifamily (2018-21)	
6.	Supports economic diversification goals Nuevacamina	<u>Council discussion</u> Council Vice President Nuevacamina noted the Planning Commission discussion on local comparisons to other cities in regards to lands zoned for Business Parks, but wanted a better understanding of how it compares to other non-local cities and the City's long-term economic diversification goals.	Opened 3.3.26

Item	Discussion Notes	Issue Status
	Staff comments Redmond's Business Park zone is unusual in the region. Its purpose historically has been to serve as a transition zone between more urban areas and traditional industrial uses. The Appendix to the Redmond Economic Development Strategic Plan contains a landscape assessment comparing Redmond to other similar tech-orientated suburban cities, including Bellevue and Bothell in Washington state, Mountain View, CA (Silicon Valley), Hillsboro, Oregon, and Raleigh, North Carolina (part of the Research Triangle). The section on the Real Estate Market (starting pdf page 50) contains comparisons on inventory and vacancies. This study has data through 2023 and does not reflect recent data on the market, which has seen increases in the regional and Eastside submarket vacancy rates for the industrial and office segments. The report notes that from 2007-2023: • Industrial inventory has declined slightly to moderately in most benchmark cities, but Redmond has more inventory except for Raleigh and Hillsboro (which experienced inventory growth). • Industrial vacancy rates trend with other benchmark communities. • At 17 million square feet, Redmond's inventory of office space was second only to Raleigh • and Bellevue among benchmark cities in Q4 of 2023. • Office vacancy in Redmond has historically trended lower than all peer cities. The Puget Sound-Eastside Industrial MarketBeat Q4 2025 report also contains information on the industrial market.	

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DENYING A PROPOSAL TO AMEND THE REDMOND COMPREHENSIVE PLAN LAND USE MAP AND ZONING MAP THAT WAS INCLUDED AS PART OF THE 2025-26 ANNUAL DOCKET OF COMPREHENSIVE PLAN AMENDMENTS AND REFERRING THE ASSOCIATED POLICY ISSUES TO THE PLANNING COMMISSION FOR FURTHER STUDY AS PART OF A FUTURE WORK PROGRAM.

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

WHEREAS, the Growth Management Act provides that comprehensive plan amendments can occur no more than once per year with limited exceptions, and shall be considered by the governing body concurrently so that the cumulative effects of amendments can be ascertained; and

WHEREAS, The City Council established the 2025-26 Annual Review Docket ("Docket") on August 4, 2025, through Ord. 3225; and

WHEREAS, the Docket included an amendment to the Land Use Map and a concurrent amendment to the Zoning Map for a 5.82-acre parcel located at 6900 188th Ave, where the western 1 acre was designated

Citywide Mixed-Use on the future land use map and the eastern 4.82 acres were designated Business Park; and

WHEREAS, the proposal would redesignate the 4.82-acre Business Park portion to Citywide Mixed-Use so the whole parcel has consistent land use, and

WHEREAS, the concurrent Zoning Map amendment would redesignate the portion zoned Business Park to Corridor Mixed-Use; and

WHEREAS, the City issued a Determination of Non-Significance (DNS) for this State Environmental Policy Act (SEPA) non-project action on November 19, 2025, with one comment received; and

WHEREAS, the Technical Committee evaluated the applicant's proposal and recommended approval of the amendments on November 12, 2025; and

WHEREAS, the Planning Commission evaluated the applicant's proposal and the Technical Committee Recommendation with consideration of the approval criteria described in Redmond Zoning Code (RZC) sections 21.76.070.J and 21.76.070 AF; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments on December 17, 2025, during which public comments were received; and

WHEREAS, the Planning Commission recommended denial of the proposed amendments on February 11, 2026; and

WHEREAS, the City Council reviewed the Planning Commission recommendation in meetings on March 3, April 28, and May 5, 2026, using the criteria set forth in RZC 21.76.070.J and RZC 21.76.070.AF; and

WHEREAS, the City Council, in consideration of the Commission's recommendation and study of the policy issues raised by the amendment, desires to deny this proposal and refer associated land use, housing, and economic development policy issues raised by this proposal to the Planning Commission as part of a future work program.

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

Section 1. Denial of Comprehensive Plan Land Use Map and Zoning Map Amendments. The Council adopts the Planning Commission's findings, conclusions, and recommendation to deny adoption of these amendments as documented in the Planning Commission's report to the City Council dated February 11, 2026.

Section 2. Referral to the Planning Commission to Further Study Associated Policy Issues. The City Council directs the Planning Commission to further study the land use, housing, and economic development policy issues raised through the review of this

proposal as part of the Planning Commission's work on updates to Manufacturing Park, Business Park, and Industry policies and regulations, expected to be conducted during 2026 and 2027. The Commission may consider allowing residential uses on this site or other sites as part of that work even though two years have not passed since that issue has been considered.

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

APPROVED:

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

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

Memorandum

Date: 6/2/2026
Meeting of: City Council

File No. AM No. 26-090
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Lauren Alpert	Senior Planner

TITLE:
Approval of the 2025 Legislative Conformance, Business Improvement, and Fences Zoning Code Amendments

a. Ordinance No. 3261: An Ordinance of the City of Redmond, Washington, Amending Title 21 of the Redmond Municipal Code, known as the Redmond Zoning Code, Addressing 2025 State Legislation, Conducting Miscellaneous Clean-Up, Improving Business Use of Regulations, Clarifying Fence and Retaining Wall Regulations, Providing for Severability, and Establishing an Effective Date

OVERVIEW STATEMENT:
Staff recommend that the City Council adopt an ordinance (see Attachments A and B) amending the Redmond Zoning Code related to 2025 Legislative Conformance, Business Improvement, and Fences. The recommended ordinance contains the updated language for administrative lot splits shared with the Council on May 19, 2026.

2025 Legislative Conformance
In 2025 the state legislature enacted several new laws affecting local development regulations. This amendment package will result in updates to the Redmond Zoning Code to address new state laws. It will also address several clean-ups related to Redmond 2050. Topics include subdivision regulations, zoning for childcare centers, parking, permitting timelines, building conversions, and miscellaneous corrections.

Business Code Improvements
The City's Economic Development team monitors business interaction with our development regulations. Annually, staff prepared a package of code amendments proposed to improve business use of these regulations. This package includes:

- Ensuring commercial floor area is provided in mixed-use developments by removing opportunity for deviation from adopted code requirements;
- Requiring placement of "Businesses Open" where pedestrian access to businesses are impacted by sidewalk closures;
- Simplifying and clarifying opportunities for Food Truck and Pop-Up Retail Courts and for Publicly Accessible Enhanced Amenity Spaces (PEAS); and

- Improving definitions of allowed business uses.

Fences and Retaining Walls
The fence updates are intended to synchronize and add clarity to fence requirements, and to evaluate the purpose and intent of regulating fence and retaining wall location, dimensions, permit requirements, and design.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  The following Redmond 2050 policies: EV-4, EV-19, EV-21, EV-22, EV-23 TR-11, TR-16, FW-LU-2, LU-2, LU-5, and LU-7.
  The Economic Development Strategic Plan relevant actions include Action 6B.3, Strategy 1B, action 1B.1, and The Tourism Strategic Plan's Goal 1, Initiative 20.
- **Required:**
  Items in this code package were required by several 2025 Legislative session bills: SB 5559, HB 1096, SB 5509, SB 5611, SB 5814, HB 1183, and HB 1757.
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
This code updates local development regulations to address changes from the 2025 state legislative session, clarifies fence and retaining wall regulations, and improves business use of regulations.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Community feedback was completed from November 10, 2025 - January 10, 2026
- **Outreach Methods and Results:**
  Online questionnaire, hybrid office hours with staff, and Planning Commission public hearing.
- **Feedback Summary:**
  A feedback summary is attached

BUDGET IMPACT:

Total Cost:

$5,350,743 is the total cost of the Community and Economic Development budget offer, which includes the staff time for this work.

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

Budget Offer Number:
0000304

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
4/7/2026	Committee of the Whole - Planning and Public Works	Provide Direction
4/28/2026	Study Session	Provide Direction
5/19/2026	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:
2025 state legislation has varying timelines for implementation, the first of which is June 30, 2026.

ANTICIPATED RESULT IF NOT APPROVED:
If not adopted, the benefits of the recommended amendments will not be realized. In addition, local regulations that are inconsistent with state law may be pre-empted.

ATTACHMENTS:

Attachment A: Ordinance Amending the Redmond Zoning Code
Attachment B: Exhibits 1-15
Attachment C: Planning Commission Report with Appendices
Attachment D: Community Feedback Summary
Attachment E: Issue Matrix

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING TITLE 21 OF THE REDMOND MUNICIPAL CODE, KNOWN AS THE REDMOND ZONING CODE, ADDRESSING 2025 STATE LEGISLATION, CONDUCTING MISCELLANEOUS CLEAN-UP, IMPROVING BUSINESS USE OF REGULATIONS, CLARIFYING FENCE AND RETAINING WALL REGULATIONS, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

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

WHEREAS, the GMA requires that development regulations be consistent with comprehensive plan policies; and

WHEREAS, development regulations must be consistent with state law; and

WHEREAS, these amendments address state legislation passed in 2025; and

WHEREAS, these amendments advance comprehensive plan policies for economic vitality, community design, and plan implementation; and

WHEREAS, these amendments address known errors and ambiguities in the code; and

WHEREAS, state agencies were sent 60-day notices of proposed RZC amendments on February 4, 2026; and

WHEREAS, from February 11, 2026, to March 11, 2026, the Planning Commission conducted study sessions and held public hearings for amendments to the RZC and subsequently transmitted recommendations to the City Council for consideration; and

WHEREAS, from April 7, 2026, to May 19, 2026, the City Council held meetings to study the Planning Commission's recommendations; and

WHEREAS, having considered the Planning Commission's recommendations and community input, the City Council desires to amend the Redmond Zoning Code.

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

Section 1. Classification. This is a code ordinance.

Section 2. Findings and Conclusions. The City Council hereby adopts the findings and conclusions contained in the associated Planning Commission Report, including all related attachments and exhibits to those reports, City file nos. LAND-2026-00015 and SEPA 2026-00016.

Section 3. RZC 21.04 Land Uses and General Provisions. RZC 21.04 Land Uses and General Provisions is amended as shown in

Exhibit 1, attached hereto and incorporated herein by this reference as if set forth in full.

Section 4. RZC 21.08 Neighborhood and Mixed-Use Regulations. RZC 21.08 Neighborhood and Mixed-Use Regulations is amended as shown in Exhibit 2, attached hereto and incorporated herein by this reference as if set forth in full.

Section 5. RZC 21.10 Downtown Regulations. RZC 21.10 Downtown Regulations is amended as shown in Exhibit 3, attached hereto and incorporated herein by this reference as if set forth in full.

Section 6. RZC 21.12 Overlake Regulations. RZC 21.12 Overlake Regulations is amended as shown in Exhibit 4, attached hereto and incorporated herein by this reference as if set forth in full.

Section 7. RZC 21.13 Marymoor Village Regulations. RZC 21.13 Marymoor Village Regulations is amended as shown in Exhibit 5, attached hereto and incorporated herein by this reference as if set forth in full.

Section 8. RZC 21.20 Affordable Housing. RZC 21.20 Affordable is amended as shown in Exhibit 6, attached hereto and incorporated herein by this reference as if set forth in full.

Section 9. RZC 21.24 Fences. RZC 21.24 Fences is amended as shown in Exhibit 7, attached hereto and incorporated herein by this reference as if set forth in full.

Section 10. RZC 21.25. RZC 21.25 Retaining Walls is established as shown in Exhibit 8, attached hereto and incorporated herein by this reference as if set forth in full.

Section 11. RZC 21.36 Open Space. RZC 21.36 Open Space is amended as shown in Exhibit 9, attached hereto and incorporated herein by this reference as if set forth in full.

Section 12. RZC 21.40 Parking Standards. RZC 21.40 Parking Standards is amended as shown in Exhibit 10, attached hereto and incorporated herein by this reference as if set forth in full.

Section 13. RZC 21.48 Transfer of Development Rights Program. RZC 21.48 Transfer of Development Rights Program is amended as shown in Exhibit 11, attached hereto and incorporated herein by this reference as if set forth in full.

Section 14. RZC 21.55 Development Incentive Program. RZC 21.55 Development Incentive Program is amended as shown in Exhibit 12, attached hereto and incorporated herein by this reference as if set forth in full.

Section 15. RZC 21.74 Land Division. RZC 21.74 Land Division is amended as shown in Exhibit 13, attached hereto and incorporated herein by this reference as if set forth in full.

Section 16. RZC 21.76 Review Procedures. RZC 21.76 Review Procedures is amended as shown in Exhibit 14, attached hereto and incorporated herein by this reference as if set forth in full.

Section 17. 21.78 Definitions. RZC 21.78 Definitions is amended as shown in Exhibit 15, attached hereto and incorporated herein by this reference as if set forth in full.

Section 18. 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 19. 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 _____, 2026.

CITY OF REDMOND

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

_____
REBECCA MUELLER, CITY ATTORNEY

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

Exhibit 1: Chapter 21.04

LAND USES AND GENERAL PROVISIONS

Sections:

21.04.0010	Land Use Zones Introduction.
21.04.0020	Zoning Map.
21.04.0030	Comprehensive Allowed Uses Tables.
21.04.0100	Residential Use Table.
21.04.0200	Nonresidential Use Table.
21.04.1000	Special Regulations for Residential Uses.
21.04.1110	Accessory Dwelling Units and Tiny Homes.
21.04.1120	Accessory Structures.
21.04.1125	Conversions of Existing Buildings to Residential Uses.
21.04.1130	*Cottage Housing.*
21.04.1140	*Reserved.*
21.04.1150	Home-Based Businesses.
21.04.1160	Manufactured and Mobile Homes.
21.04.1170	Pet Waste Stations.
21.04.1180	*Reserved.*
21.04.1190	Retirement Residences.
21.04.2000	*Special Regulations for Nonresidential Uses.*
21.04.2010	Accessory Commercial.
21.04.2020	Active Retail Uses.
21.04.2030	Adult Entertainment Facilities.
21.04.2040	Animal Boarding, Sales, and Services – Kennels, Shelters, and Equestrian Facilities.
21.04.2050	Arts, Entertainment, Recreation, and Assembly.
21.04.2060	Bed and Breakfast Inn.
21.04.2070	Cannabis-Related Uses.
21.04.2080	Day Care Centers.
21.04.2090	Drive-Up Stand.
21.04.2100	Drive-Through Facilities.
21.04.2110	Educational Facilities.
21.04.2120	Essential Public Facilities.
21.04.2130	Faith-Based and Funerary.
21.04.2140	Food Truck and Pop-Up Retail Court.
21.04.2150	Hazardous Liquid Pipelines.
21.04.2160	Hazardous Waste Treatment and Storage.
21.04.2170	Manufacturing and Wholesale Trade.
21.04.2180	Mining and Extraction Establishments.
21.04.2190	Mini-Warehouses/Self-Storage.
21.04.2200	Outdoor Storage and Retail Display.
21.04.2210	Urban Recreation Special Use Standards.
21.04.2220	Vehicle Sales, Rentals, Repair, and Storage.
21.04.2230	Wireless Communication Facilities.
21.04.3000	*Reserved.*
21.04.4000	Temporary Uses.
21.04.4010	Temporary Encampments.
21.04.4020	Emergency Shelter.
21.04.4030	Food Trucks and Other Mobile Vendors.
21.04.4040	Kiosks and Vending Carts.
21.04.5000	Legal Nonconforming Uses and Structures.

(Ord. 3220)

[No changes to sections 0010. 0020, and 0030]

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21.04.0100 Residential Use Table.

Residential and Lodging Uses by Zone **P = A use class is permitted** **L = Limited use, see note number(s) indicated** **C = A conditional use permit (CUP) is required** **N = Not permitted**	**Neighborhood Zones**			**Citywide Mixed-Use Zones**		**Marymoor Village Zones**			**Downtown Zones**			**Overlake Zones**			**Nonresidential Zones**						**Notes and References**
	NR	**NMF**	**NMU**	**CMU**	**UMU**	**MME**	**MMC**	**MMM**	**DTE**	**DTC**	**TWNC**	**OV**	**OBAT**	**OUMF**	**BP**	**MP**	**I**	**UR**	**RA-5**	**COS**	
Residential																					
Dwelling unit, detached	P	P	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 7	P	N	See RZC 21.04.1160 for manufactured homes
Dwelling unit, attached	P	P	P	P	N	P	N	N	P	P	P	N	N	N	N	N	N	N	N	N	
Accessory dwelling unit	P	P	P	P	N	P	N	N	P	P	P	N	N	N	N	N	N	P	P	N	See RZC 21.04.1110
Tiny home	P	P	P	P	N	P	N	N	P	P	P	N	N	N	N	N	N	L 4	P	N	See RZC 21.04.1110
Dwelling unit, multifamily	N	P	P	P	L 3	P	L 3	N	P	P	P	L 3	L 3	P	N	N	N	N	N	N	
Permanent supportive housing, transitional housing	P	P	P	P	P	P	P	N	P	P	P	P	P	P	N	N	N	N	N	N	See RZC 21.57.010
Mixed-use residential structure	N	L 5	P	P	P	P	P	N	P	P	P	P	P	P	N	N	N	N	N	N	
Group Home/Congregate Housing																					
Dormitory or residential suite	L 8	P	P	L 8	P	P	P	N	P	P	P	L 3	L 3	L 3	N	N	N	N	N	N	
Adult family home	P	P	N	N	N	P	P	N	P	P	P	P	P	N	N	N	N	N	P	N	
Long-term care facility	N	C	N	N	P	P	P	N	P	P	P	P	P	N	N	N	N	N	N	N	
Residential care facility	C	C	N	N	P	P	P	N	P	P	P	P	P	N	N	N	N	N	C	N	
Retirement residence	P / C 6	P / C 6	N	N	P / C 6	P / C 6	P / C 6	N	P / C 6	P / C 6	P / C 6	P / C 6	P / C 6	N	N	N	N	N	N	N	A CUP may be required. See Note 6.
Emergency housing or emergency shelter	N	N	N	N	P	P	P	N	P	P	P	P	P	N	N	N	N	N	N	N	See RZC 21.57.010 and 21.57.020
Lodging																					
Bed and breakfast inn or boarding house	L 2	L 2	L 2	L 2	P	P	N	N	P	P	N	P	N	N	N	N	N	P /C	L 2	N	A CUP is required for bed and breakfast inns with three or more bedrooms

Residential and Lodging Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
Hotel or motel	N	N	N	P	P	N	P	N	N	P	P	P	P	N	N	N	N	N	N	N	

Notes and Limitations:

1 Affordable housing developments are allowed in all land use districts where faith-based uses are allowed, so long as that affordable housing development is located on real property owned or controlled by a faith-based or religious organization at the submittal of a complete building permit application. For affordable housing developed on property owned by a faith-based or religious organization, density bonuses may apply, subject to RZC 21.20.060.D.

2 Limited to bed and breakfast inns: No more than eight rental rooms are permitted.

3 Limited to mixed-use developments: Not permitted as a stand-alone use. Administrator may approve an exception where:

a. Site conditions (including but not limited to parcel size and/or slope) substantially limit mixed-use viability; or

b. The street frontage is to a neighborhood street (see RZC 21.12.510); or

c. Ground floor residential is allowed.

4 One tiny home is allowed for each allowed dwelling unit. Where only one primary dwelling is on a lot, two tiny homes are allowed.

5 Maximum commercial square feet per Table 21.08.200.B.

6 If a development is not to be subdivided or sold as a condominium, then a conditional use permit shall be required for the retirement residence rather than a subdivision or binding site plan.

7 Permitted use only for dwelling units occupied by those engaged in crop production on the property or operating a stable on the property and accessory dwelling units.

8 Dormitories: limited to developments with six or more dormitory rooms. Residential Suites: Limited to developments with six or more residential suite ~~dwelling~~ units per lot. Not permitted for developments with less than six residential suite ~~dwelling units~~ per lot.

(Ord. 3186; Ord. 3220. Formerly 21.04.100)

21.04.0200 Nonresidential Use Table.

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
General Sales or Service																					
Retail sales	N	N	L 1, 2	L 2	L 2	L 1, 2	L 2	L 2, 7J	L 1, 2, 3e	L 2	L 2	L 1, 2	L 1, 2	L 1, 2, 3A, 3B, 3C	L 2, 20 / C	L 2, 15, 16 / C	L 2, 14, 23, 24, 25	N	N	N	Gasoline sales require a CUP. For kiosks and other temporary uses see RZC 21.04.4000 For animal sales, see RZC 21.04.2040 For vehicle sales, see RZC 21.04.2220
Cannabis retail sales	N	N	N	P	P	N	N	N	P	P	P	P	P	N	P	L 15	N	N	N	N	See RZC 21.04.2070
Business and service	N	N	L 1	P	P	P	P	L 7J	P	P	P	L 3E / C	L 3E	L 1, 3A, 3B, 3C, 3E	L 21	L 2, 7F, 7G, 7H, 16	L 2, 23	N	N	N	A CUP is required for auto rental and animal sales and services
Food and beverage	N	N	L 1	P	P	P	P	L 1, 17, 18, 19a	P	P	P	L 4	P	L 1, 4	L 17, 18, 19b	L 10, 17, 18, 19a	L 17, 18, 19b / C	N	N	N	For food carts, food trucks, and other temporary uses see RZC 21.04.4000
Food truck, pop-up retail court	N	L 1	L 1	P	P	P	P	N	P	P	N	P	P	N	P	P	P	N	N	N	See RZC 21.04.2140
Drive-up stand	N	N	N	P	P	P	P	P	P	P	P	P	P	N	P	P	N	N	N	N	See RZC 21.04.2090
Animal kennel/shelter	N	N	N	P	L 1	L 1	L 1	N	L 1	L 1	L 1	L 1	L 1	N	N	L 15	N	L 1 ~~15~~	C	N	See RZC 21.04.2040
Arts, Entertainment, and Recreation																					
Arts, entertainment, recreation, and assembly	L 1, 7a, 7b, 7c / C	L 1, 7a, 7b, 7c / C	L 1 / C	P	P	P	P	C	P	P	P	P	P	L 1, 7 / C	L 22	P	N	C	C	C	A CUP is required for athletic, sports, and play fields, marine recreation, and commercial swimming pools. See RZC 21.04.2210 and 21.04.2050 For special regulation for uses in the UR zone see RZC 21.04.2210
Golf course	L 2 / C	L 2 / C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2 / C	L 2 / C	N	See RZC 21.04.2210

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
Natural and other recreational park	P / C	P / C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P / C	C	A CUP is required for commercial facilities. See RZC 21.04.2210
Adult entertainment facilities	N	N	N	N	C	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	See RZC 21.04.2030
Education, Public, Health, and Other Institutions																					
Education, government, health care and other institution	L 1 / C	L 1 / C	L 1 / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	L 2, 7D, 7E, 16 ~~15~~ / C	N	N	L 26 / C	N	A CUP is required for educational facilities with capacity > 150 full-time-equivalent students. A CUP is required in the RA-5 zoning district.
Day care center	P ~~L 13 / C~~	P ~~L 13 / C~~	P ~~L 13~~	P	P	P	P	P	P	P	P	P	P	P	P	L 15	N	N	P ~~N~~	N	~~A CUP is required in NR and NMF. See RZC~~ 21.04.2080
Family day care provider	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N	P	P	See RZC 21.04.1150
Faith-based	P / C	P / C	N	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	N	N	N	N	A CUP is required for uses with over 250 seats. See RZC 21.04.2130
Funerary	P / C	P / C	N	N	P	N	P	P	P / C	P / C	P / C	P / C	P / C	N	N	P / C	N	N	N	N	A CUP is required for uses with over 250 seats. See RZC 21.04.2130
Secure community transition facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	See RZC 21.76.070.M
Manufacturing and Wholesale Trade																					
Manufacturing and wholesale trade	N	N	N	N	L 2	N	L 1, 2	L 1, 2	N	N	N	L 3D	L 3D	N	L 2	L 2	L 2	N	N	N	See RZC 21.04.2170
Artisanal manufacturing, retail sales, and service	N	N	L 1	L 1	P	L 1	P	P	L 1	L 1	L 1	L 1, 3E	L 1, 3E	N	P	L 2	L 2	N	N	N	
Cannabis processing	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	N	N	See RZC 21.04.2070

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
Transportation, Communication, and Utilities																					
Postal services	N	N	N	N	N	N	N	P	P	P	P	P	P	N	N	P	N	N	N	N	
Automobile parking facility	N	N	N	N	L 27	N	P	N	N	P	P	N	N	N	L 27 ~~P~~	N	N	N	N	N	See also RZC 21.40 and RZC 21.58.5310. In shorelines see RZC 21.68.140.
Truck and freight transportation	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N	L 2	L 2	N	N	N	See RZC 21.04.2220
Towing operators and auto impoundment yards	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	L 2	N	N	N	See RZC 21.04.2220
Road, ground passenger, and transit transportation	N	N	N	N	P	L 1	L 1	P	N	P	P	P	P	N	P	P	P	N	N	N	
Rail transportation	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	
Heliport	L 9 / C	L 9 / C	N	N	P	N	C	C	N	N	N	N	N	N	C	C	C	N	N	N	
Rapid charging station	N	N	N	P	P	L 14	P	P	P	P	P	L 1	L 1	L 1	L 14	L 14	L 14	N	N	N	
Wireless communication facilities	P	P	L 1 / C	P	P	L 1 / C	P	P	L 1 / C	P	P	L 1 / C	L 1 / C	P	P	P	P	N	P	P	See RZC 21.04.2230. A CUP is required for large satellite dishes; amateur radio tower; antenna array, base station, and support structures
Local utilities	P	P	L 1 / C	L 1 / C	P	L 1 / C	L 1 / C	L 1 / C	P	P	P	P / C	P / C	P / C	P	P	P	N	P	P	A CUP is required if 40 feet in height or greater
Regional utilities	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	P / C	P / C	P / C	P	P	P	N	C	C	A CUP is required if 40 feet in height or greater
Solid waste transfer and recycling	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2	L 2	N	N	N	
Hazardous waste treatment and storage, incidental	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2	L 2	L 2	N	N	N	See RZC 21.04.2160
Hazardous waste treatment or storage, primary	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2 / C	L 2	N	N	N	See RZC 21.04.2160

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
Water extraction well	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2	N	N	
Agriculture																					
Animal production	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 11	L 11	N	See RZC 21.04.2040
Crop production	P	P	P	N	N	P	N	N	P	N	N	P	P	P	N	N	N	P	P	N	
Cannabis production	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	See RZC 21.04.2070
Equestrian facility	L 12 /C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	See RZC 21.04.2040
Roadside produce stand	P	P	P	P	P	P	P	N	P	P	P	P	P	N	N	N	N	P	P	N	
Other																					
Construction-related business	N	N	N	N	N	N	N	P	N	N	N	L 3D, 3E, 6	L 3D, 3E, 6	N	P	L 2	L 2	N	N	N	
Mining and extraction establishment	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2/C	N	N	N	See RZC 21.04.2180
Wetland mitigation banking	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	P	

Notes and Limitations

1 Shall not be materially detrimental in terms of noise, truck traffic, vibrations, odors, and other potential operational impacts with neighborhood units or nearby mixed-use/residential developments. Application of this note is limited in the MMC and MMM zoning districts to new structures permitted after June 17, 2017.

2 For properties in a CARA this use may be restricted or prohibited. See RZC 21.64.050.

3 Uses Not Permitted.

a. Gasoline service;

b. Outdoor automobile sales, rental or service;

c. Rental storage and mini-warehouses;

d. Warehouse and storage services;

e. Outdoor storage.

4 Limited to less than 75,000 square feet gross floor area in a single use.

5 Membership wholesale/retail warehouse limited to showroom only with a maximum size of 75,000 square feet gross floor area.

6 Administrative office/business functions only.

7 Is limited to:

a. Athletic, sports, and play fields.

b. Marine recreation.

c. Commercial swimming pools.

d. Education facilities allowed in MP zones outside of MP Overlay but limited to technical, trade, and other specialty schools only.

e. Animal kennels.

f. Real estate services limited to mini-warehouse/self-storage only.

g. Professional services limited to research and development services and other uses that support another permitted use within the MP zone only.

h. Administrative services limited to corporate headquarters and regional offices associated with manufacturing and wholesale trade uses within an MP zone.

i. Athletic club or fitness center.

j. Repair and rental of goods (unless permitted as a supplementary use per 21.04.2220.J).

8 Includes noncommercial indoor recreation uses, such as community clubhouses, indoor swimming pools, and other similar facilities.

9 Permitted only abutting Lake Sammamish. Excludes medical airlift.

10 Limited to mixed-use developments. Not permitted as a stand-alone use.

11 All commercial livestock, dairy and fowl enterprises limited to lots 35,000 square feet in size or larger, and must meet Seattle-King County Health Department regulations and the regulations of Redmond's Municipal Code. Personal, noncommercial livestock, dairy, and fowl activities are considered an accessory use and are allowed; provided, that all Health Department and Municipal Code requirements are met.

12 Limited to lots 35,000 square feet or larger.

13 ~~Day care uses are only permitted in a building or building complex used for other uses, such as a school, church, meeting hall, or some other building used for more than one purpose.~~ *[REPEALED]*

14 Shall not be located on a parcel that abuts a Neighborhood Residential or Neighborhood Multifamily zone.

15 Only allowed in the MP Overlay (see note 7D for educational facilities).

16 The following uses are limited ~~Limited~~ to MP Overlay only: pet and animal sales or services (except veterinary), ambulatory and outpatient health care services, health and personal care, and finance and insurance.

17 Shall be located in multi-tenant buildings or a single building in a multibuilding, multi-tenant complex.

18 Fifty-person seating capacity, except when associated with manufacture of food or kindred products. In that case, maximum is 100-person seating capacity, so long as the seating area does not occupy more than 25 percent of combined gross floor area. The seating limit does not apply when the use is secondary to a winery or brewery, but the 25 percent limit continues to apply.

19 Hours of operation limited to:

a. 6:00 a.m. – 12:00 p.m. in the MMM and MP zoning districts.

b. 6:00 a.m. – 10:00 p.m. in the BP and I zoning districts.

20 Not permitted north of NE 90th Street and west of Willows Road.

21 Finance and insurance, convenience use, and personal services uses:

a. Permitted in Willows/Rose Hill Neighborhood north of NE 95th Street only.

b. Must be closed a minimum of four hours in any 24-hour period.

c. Minimum size per tenant is 1,000 square feet gfa.

d. Maximum size per tenant is 20,000 square feet gfa.

e. Shall be secondary use in multi-tenant building; shall not be located in separate building containing only convenience uses.

22 Maximum size is 30,000 square feet gfa in Willows/Rose Hill Neighborhood north of NE 95th Street.

23 For automobile sales, service, or repair:

a. May occupy up to 25 percent of the combined gross floor area.

b. Vehicle display area shall be outside of required parking and landscape areas.

c. Vehicles shall be stored on paved surfaces.

d. Advertising signs are not permitted on the outside of vehicles. Signs providing information about the vehicle, such as year, make, model, etc., may be displayed on the outside of or in the windows of vehicles.

e. Vehicle repair shall be conducted indoors.

24 Outdoor loudspeaker systems are prohibited.

25 Razor wire, chain link, and barbed wire fences prohibited on street or access frontage.

26 Limited to government and administration uses only.

27 Not allowed within 500 ft of Neighborhood zones.

(Ord. 3186; Ord. 3220. Formerly 21.04.200)

...

[No changes to section 1000]

...

21.04.1110 Accessory Dwelling Units and Tiny Homes.

A. ***Purpose.*** The purpose of the accessory dwelling unit (ADU) and tiny home provisions is to:

1. Provide a housing type that responds to changing needs and lifestyles (e.g., small families, retired couples) and that allows persons of all ages and incomes to live in a neighborhood by promoting diversity in the size, type, and price of new single-family development;

2. Enhance opportunities for ownership housing;

3. Better utilize existing infrastructure and community resources;

4. Add to Redmond's stock of affordable dwelling units; and

5. Ensure that ADUs and tiny homes are compatible with surrounding land uses by appropriately regulating their bulk, size and scale.

B. ***Applicability.*** The provisions of this section apply to all accessory dwelling units and tiny homes.

C. ***Requirements.***

1. *Number of ADUs.* Two ADUs or tiny homes shall be allowed on each residential lot.

2. *Location.*

a. An ADU may be added to or included within the primary unit, or located in a detached structure on the same lot as the primary dwelling unit.

b. Detached ADUs and the primary dwelling unit must each conform to all lot coverage restrictions and any other standards or regulations required of a detached dwelling unit in a residential zone. Detached ADUs may be sited immediately abutting a lot line if the lot line abuts a public alley or right-of-way, overriding other setback regulations.

c. Tiny homes located within public view shall provide landscaping to fully screen the tandem axle trailer or similar configuration of trailer base.

3. *Size/Scale.*

a. The total square footage of an ADU shall not exceed 1,000 square feet.

b. If an ADU occupies an entire single floor of the primary dwelling unit, the Administrator may allow for an increase in the allowed size of the ADU in order to efficiently use all of the floor area, so long as all other standards of this section are met.

c. If the site size is larger than 10,000 square feet, the Administrator may allow for an increase in the allowed size of the ADU so long as all other standards of this section are met and the following criteria are met:

i. The ADU is an affordable housing unit; or

ii. A public benefit is provided as deemed appropriate by the Administrator.

d. A tiny home shall not exceed 400 square feet in size.

4. Home business shall be allowed, subject to existing regulations, in both the ADU and the primary unit.

~~5. *Affordability Requirement.* ADUs shall not be used to meet any requirement to provide affordable dwelling units per RZC Chapter 21.20, Affordable Housing.~~

5. ~~6.~~ *Applicable Codes – ADUs.* The portion of the dwelling in which the accessory dwelling unit is proposed must comply with all standards for health and safety contained in all applicable codes, with the exception of the ceiling height requirements of the International Building Code. The Building Official may waive the ceiling height requirements of this

chapter if it is determined that the structure was built in compliance with past building code requirements. (Ord. 3220)

...

[No changes to Section 1120]

...

21.04.1125 Conversions of Existing Buildings to Residential Uses.

A. ***Purpose.*** The purpose of the conversion provisions is to facilitate the conversion of existing buildings ~~that are zoned for~~ in commercial, ~~or~~ mixed-use, or residential zones ~~uses to residential uses,~~ for the purpose of creating new housing units in existing buildings. These provisions support serving the City's housing needs and compliance with state requirements. The intent of these provisions is to fully comply with state requirements (RCW 35A.21.440, 43.21C.450, and 19.27A.270) related to conversions of existing buildings to residential uses.

B. ***Applicability.*** Existing buildings constructed for commercial or mixed-use uses. For the purpose of this section, "existing building" means a building that received a certificate of occupancy at least three years prior to the permit application to add housing units. "Existing building" has the same meaning as explained in RCW 35A.21.440, and as thereafter amended.

C. ***Special Allowances.*** For compliance with state requirements, for applications related to the conversion of existing buildings that are constructed for commercial or mixed-use uses to residential uses, the City review process shall not restrict or impose the following:

1. A restriction on housing unit density that prevents the addition of housing units at a density up to 50 percent more than what is allowed in the underlying zone if constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing; provided, that generally applicable health and safety standards, including but not limited to building code standards and fire and life safety standards, can be met within the building;

2. Impose parking requirements on the addition of dwelling units or living units added within an existing building; however, cities may require the retention of existing parking

that is required to satisfy existing City residential parking requirements and for nonresidential uses that remain after the new units are added;

3. With the exception of emergency housing and transitional housing uses, impose permitting requirements on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone, including requiring a change of use permit;

4. Impose design standard requirements, including setbacks, lot coverage, and floor area ratio requirements, on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone;

5. Impose exterior design or architectural requirements on the residential use of an existing building beyond those necessary for health and safety of the use of the interior of the building or to preserve character-defining streetscapes, unless the building is a designated landmark or is within a historic district established through a local preservation ordinance;

6. Prohibit the addition of housing units in any specific part of a building except ground floor commercial or retail that is required by RZC standards, unless the addition of the units would violate applicable building codes or health and safety standards;

7. Require unchanged portions of an existing building that have been used for residential or previously permit-approved conditioned space purposes to meet the current energy code solely because of the addition of new dwelling units within the building.~~; however, if any portion of an~~ When any other existing building is converted to new dwelling units, changed portions of each of those new units must meet the requirements of the current energy code~~;~~ except if:

a. The square footage of new dwelling units does not exceed 2,500 square feet or 50 percent of the total building square footage, whichever is greater; or

b. The building owner submits documentation, in a form acceptable to the City, showing the building's residential units' projected energy use intensity is less than or equal to the energy use intensity target in accordance with the clean buildings performance standard in RCW 19.27A.210; or

c. In all areas zoned for residential housing, an additional housing unit is created within an existing home;

8. Deny a building permit application for the addition of housing units within an existing building due to nonconformity regarding parking, height, setbacks, elevator size for gurney transport, or modulation, unless the Administrator makes written findings that the nonconformity is causing a significant detriment to the surrounding area; or

9. Require a transportation concurrency study under RCW 36.70A.070 or an environmental study under RCW Chapter 43.21C based on the addition of residential units within an existing building.

D. ***Life Safety Standards.*** Nothing in this section shall require the City to approve a building permit application for the addition of housing units constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing in cases in which the building cannot satisfy life safety standards. (Ord. 3220)

...

[No changes to sections 1130, 1140, 1150, 1160, 1170, 1180, 1190, 2000, 2010, 2020, 2030, 2040, 2050, 2060, 2070]

...

21.04.2080 Day Care Centers. [RESERVED]

~~A. ***Purpose.*** This section provides development criteria for commercial day care centers in residential zones.~~

~~B. ***Development Standards.***~~

~~1. *Commercial Day Care Centers (Residential Zones).*~~

~~a. Day care centers shall comply with all building, fire, safety, and health codes, and all applicable development standards.~~

~~b. Day care centers shall obtain a business license and maintain the use license as long as the use operates.~~

~~c. Day care centers shall obtain all required state approvals.~~

~~d. In the RA-5 zone, stand-alone day care centers are prohibited.~~

~~e. Day care centers shall not be located closer than 300 feet from another existing day care operation in residential zones.~~

~~f. The minimum lot size shall be 20,000 square feet in all residential zones.~~

~~g. Play equipment used in the day care operations shall be placed no closer than 10 feet from any property line.~~

~~h. Off-street parking for each employee shall be provided.~~

~~i. Building design, site plans and landscaping shall be of a character which is appropriate for the area.~~

~~j. Day care centers may be approved in new or existing churches and other places of worship, and no additional approval will be required, provided all other requirements of this section are met.~~

~~k. Day care centers located in residential zones shall operate within the hours of 5:00 a.m. to 10:00 p.m.~~ ~~(Ord. 3220)~~

...

[No changes to sections 2090, 2100, 2110, 2120, 2130]

...

21.04.2140 Food Truck and Pop-Up Retail Court.

A. ***Purpose.*** Implement the Comprehensive Plan goals for supporting small businesses and complete neighborhoods.

B. ***Location and Uses.***

1. Review Process

a. A Type II permit is required for new sites not previously approved for PEAS (per 21.36.200).

b. An Administrative Modification can be used to add Court uses to a previously approved PEAS location.

c. If a court is part of new development, it may be consolidated in that permit review process and would follow the required permit type for the underlying application.

2. Food truck courts may be used for pop-up retail, kiosks, and other temporary uses including seasonal sales (pumpkins, trees, etc.).

3. Events, including but not limited to concerts, farmers' markets, and flea markets, are allowed if the use is reviewed and approved as part of the court site plan approval.

4. Uses in the court that typically require a temporary use permit (seasonal sales, events, etc.), will not require an individual temporary use permit if the use is reviewed and approved as part of the court site plan approval.

a. The court site plan must include locations for indicated temporary uses, maximum occupancy, and show how the health, safety, and other impacts and considerations are mitigated at the site plan approval.

b. Temporary uses not included as part of the court site plan approval will require a temporary use permit.

C. ***Site Plan.***

1. A site plan must be approved pursuant to RZC Chapter 21.76.

2. The number of spaces available for food trucks must be identified on the site plan.

3. Food truck locations, drive aisles, and seating areas shall be designed and constructed in such a way that all areas can be accessed by emergency vehicles.

4. Seating area with tables and chairs – one table per truck minimum with at least four chairs (or seating spaces if a picnic table or similar) per table.

5. *Event Spaces.* The site plan may include the option of identifying a location and size for a temporary or permanent stage and other event space and size. If planning for events the following requirements shall apply:

a. Stage should be six inches to one foot above grade without fencing. If higher than one foot above grade, fencing shall be provided along sides and back of stage.

b. Stage area shall be provided with electrical outlets, weather coverage with open beams, and lighting.

c. Neighborhood Residential (NR) limitations:

i. No amplification of music is allowed.

ii. Use of generators shall be limited to daylight hours.

iii. Maximum noise levels are limited Class A restrictions identified in RMC 6.36.030.

iv. If outdoor dining or if live music is planned to be provided outdoors, a Type I – Solid Screen shall be provided at property lines where adjacent to NR or NMF zone (see Table 21.32.120). Administrative design flexibility limited to Type I – Solid Screening may be allowed; provided, that the resulting screening design meets or exceeds the purpose of visual screening and sound mitigation.

D. ***Required Facilities and Utilities.***

1. Electrical hookups must be provided to each food truck.

a. Generators shall not be allowed unless such generator operates at less than 60 decibels as measured 10 feet away.

b. Generators shall not be placed adjacent to event stage or eating areas and must be placed to vent away from public gathering spaces to minimize exposure to exhaust fumes.

2. At least one water tap must be provided and accessible to food trucks.

3. Permanent restrooms facilities that comply with Health Department standards and accessibility standards. Facilities may be shared with permanent on-site structure if there is capacity.

4. Permanent parking facilities must be provided: minimum of three parking stalls, including one van-accessible ADA stall.

E. ***Operations.***

1. Mobile food court operators shall be responsible for properly disposing of refuse, recycling, trash, and litter generated by operations of the food trucks as would any business and shall have a contract for refuse and recycling removal.

2. All food truck court operators are responsible for all lessee operations and ordinance compliance and are held responsible for all infractions.

F. ***Noise Management.*** A noise management plan is required. (Ord. 3220)

...

[No changes to sections 2150, 2160, 2170, 2180, 2190, 2200, 2210, 2220, 2230, 3000]

...

21.04.4000 Temporary Uses.

...

C. ***Exemptions.***

1. The following activities and structures are exempt from requirements to obtain temporary use approval. Substantive requirements applicable to any use identified in this subsection shall still be met. Additional land use approvals or other permits may be required.

a. Manufactured homes, portable units, modular structures, travel trailers when used as a dwelling while a residential building on the same lot is being constructed or when a damaged residential building is being repaired, if adequate sewer and water are available.

b. Manufactured homes, portable units, modular structures, or travel trailers when used to support construction or site development.

c. Guests of Redmond residents in recreational vehicles when in compliance with RZC 21.40.010.G, Parking and Storage of Recreational, Utility, and Commercial Vehicles and Vessels in Residential Neighborhoods.

d. Temporary recycling and collection events that meet all of the following requirements:

i. Containers and structures shall be located on private property and not on public rights-of-way. The property owner's approval must be obtained, and the Planning Department notified that the event will be located at that site;

ii. Structures shall not interfere with traffic circulation or visibility at intersections;

iii. The property owner's name and telephone number shall be clearly posted on site; and

iv. If located in a parking area, the structures or containers shall take up no more than three parking stalls. One collection structure and associated staff booth are allowed in parking lots of 200 stalls or less and one additional container and staff booth for every additional 200 stalls.

e. Model homes or apartments and related real estate sales and display activities located within the subdivision or residential development to which they pertain.

f. Garage sales, moving sales, and similar activities for the sale of personal belongings when operated not more than three days in the same week and not more than twice in the same calendar year. Allowed in all residential zoning districts.

g. Fundraising car washes that meet the requirements for discharge of wastewater established by the City of Redmond Environmental and Utility Services Division.

h. Motorized catering that remains at one location for no more than three hours per day.

i. Mobile services that:

i. Are located outside the public right-of-way and not located on on-street parking;

ii. Are located at a site for no more than 14 total days over a period of three months;

iii. Are not located in required drive aisles or any area that would impede emergency or ADA access; and

iv. Are located on a lot with no more than one other mobile service vehicle at any given time.

j. Circuses, carnivals, fairs, or similar transient amusement or recreational activities. Such uses are subject to RMC Chapter 5.28, Carnivals, Circuses and Amusement Activities.

k. Activities, vendors and booths associated with City of Redmond-sponsored or authorized special events which have an approved special events permit.

l. Weekend (Saturday and Sunday) only, warehouse sales in Business Park, Manufacturing Park, and Industry zones, when held no more than once a month in an existing facility.

2. Temporary Uses approved as part of a PEAS (see RZC 21.36.200) or Food Truck and Pop-Up Retail Court (see RZC 21.04.2140) are exempt from a temporary use permit under this section.

D. ***Temporary Use Permit Duration and Administration.***

...

[No changes to sections 4010, 4020, 4030, 4040, 5000]

Exhibit 2: Chapter 21.08
NEIGHBORHOOD AND MIXED-USE REGULATIONS

Sections:

21.08.100 Neighborhood and Mixed-Use Zones.
21.08.110 References.
21.08.150 Mixed-Use Transition Strategy.
21.08.200 Development Standards.
21.08.300 Street Typology and Relationship to Buildings.

Administrative note: there are only changes to Table 21.08.200.B and 21.08.300.A

21.08.200 Development Standards.

A. All legal lots in Citywide Mixed-Use zones are allowed the greater of either the maximum allowed floor area ratio (FAR) or 10,000 square feet of buildings, provided all other applicable site requirements are met.

B. Table 21.08.200.B contains the basic zoning regulations that apply to development within the Neighborhood and Mixed-Use zones.

Table 21.08.200.B. Neighborhood and Mixed-Use Development Standards

Development Standards	Neighborhood Zones			Citywide Mixed-Use		References
	NR[9]	NMF	NMU	CMU	UMU	
Base Maximum Dwelling Units Per Lot	6	N/A	N/A	N/A	N/A	

Development Standards	Neighborhood Zones			Citywide Mixed-Use		References
	NR[9]	NMF	NMU	CMU	UMU	
(w/o one on-site affordable housing unit)						
Base Maximum Dwelling Units Per Lot (with one on-site affordable housing unit)	8	N/A	N/A	N/A	N/A	RZC 21.20.060.A.1, at least one affordable unit, affordable to households earning up to 80 percent AMI, must be provided on site on the same lot.
Base Maximum FAR (w/o Incentives)	N/A	1.1 [1]	0.6 [1]	2.0 [1]	4.5 [1]	
Maximum FAR with incentives (outside TOD Focus Area / inside TOD Focus Area)	N/A	1.5 / N/A	1.0 [2] / N/A	3.0 / N/A	6.5 / 8.0	Portions of UMU zones qualify for Marymoor Village TOD incentives. See RZC Chapters 21.05 and 21.55.
Commercial Square Feet	N/A	N/A	Min. 500 sq. ft.	N/A	No Net Loss [3]	

Development Standards	Neighborhood Zones			Citywide Mixed-Use		References
	NR[9]	NMF	NMU	CMU	UMU	
Ground Floor Ceiling Height (minimum)	N/A	N/A	N/A	16 ft. [4, 5]	20 ft. [4, 5]	Applicable to nonresidential and mixed-use projects.
Base Maximum Height (w/o Incentives)	38 ft.	60 ft.	38 ft.	45 ft. [6]	60 FT [6]	• See RZC Chapter 21.58 for design standards options impacting maximum building height. • Portions of UMU zones qualify for Marymoor Village TOD incentives. See RZC Chapters 21.05 and 21.55. • See RZC Chapter 21.55 for incentive adjustments to building height. • See RZC 21.58.5200, Towers, for
Maximum Height with Incentives (outside TOD Focus Area / inside TOD Focus Area)	N/A	N/A	N/A	65 ft. / N/A [6]	85 ft. / 144 ft. [6]	

Development Standards	Neighborhood Zones			Citywide Mixed-Use		References
	NR[9]	NMF	NMU	CMU	UMU	
						additional regulations regarding building heights and floorplates.
Maximum Impervious Surface	70% [7]	75% [7]	70% [7]	70% [7]	75% [7]	
Lot Coverage	50% / 60% [8]	60%	60%	65%	70%	
Average Minimum Lot Size	3,000 sq. ft.	n/a	3,000 sq. ft.	n/a	n/a	
Lot Frontage Minimum	20 ft.	30 ft.	20 ft.	n/a	n/a	
Minimum Open Space	20%	20%	n/a	n/a	n/a	Measured as percent of total lot area

NOTES:

1 The FAR may be calculated for the entire project then distributed across the site throughout multiple buildings and phases provided the maximum FAR is not exceeded. Where publicly accessible open space and amenities are provided on upper stories or rooftop, and spaces meet all requirements of RZC 21.36.400, the FAR for those spaces may be excluded from maximum FAR calculations when spaces include access to adjacent outdoor spaces designed per RZC 21.36.400, plaza and open space design criteria.

2 Maximum FAR can be increased through incentives if the property contains one or more housing units. Incentives are not available for properties that do not contain housing. See RZC Chapter 21.55.

3 New development must retain or replace existing commercial square footage (excluding hotel and lodging uses). Development may reallocate or modify areas allocated to commercial uses, subject to a minimum floor area and active pedestrian uses requirements to be negotiated as a condition to any development agreement.

4 Exemptions from ground floor ceiling height requirements:

a. Buildings that do not contain nonresidential uses; and

b. Buildings where 100 percent of residential units are affordable housing units meeting the affordability threshold of RZC Chapter 21.20; and

c. Where buildings that are interior to the lot and not adjacent to a public parking garage, an urban pathway or other pedestrian-oriented sidewalks or pathways; and

d. Parcels zoned UMU within the Marymoor Village Center shall have a minimum 16-foot ground floor ceiling height to be consistent with the adjacent Marymoor Core zone.

5 A minimum of 50 percent of the first floor nonresidential space must meet the minimum ceiling height. First floor nonresidential spaces shall have a ceiling height of 16 feet minimum for the entire first floor.

a. Where first floor ceiling height varies, the tallest ceiling heights shall be provided on street frontage, spaces fronting urban pathways and/or mid-block connections, and in parking garage loading/unloading and waste pickup areas.

b. For portions of the building that have a first floor ceiling height greater than 10 feet to meet minimum ground floor ceiling height requirements, the additional ground floor ceiling height may increase the maximum building height. For example, if first floor is 20 feet, the maximum building height increases by 10 feet (20 - 10 = 10 foot increase in max building height).

6 Properties in the CARA

a. In the critical aquifer recharge area (CARA), construction methods for building foundation support will be limited to types that can be constructed to meet temporary construction dewatering (TCD) requirements of RMC Chapter 13.25.

b. Where underground parking is not possible due to RMC Chapter 13.25's TCD limitations, the maximum building height may be exceeded by up to 12 feet if all of the following criteria are met:

i. The additional height is the result of building a maximum of one level of additional above-grade parking; and

ii. Proposed parking added by the additional height shall not exceed the maximum fully dedicated parking ratios in RZC Chapter 21.40; and

iii. The additional height on street frontages meets a 20 foot step-back to limit impacts to the pedestrian realm.

7 Other regulations will impact the impervious surface area and may result in less than the maximum impervious area. These include but are not limited to critical areas requirements, open space and landscaping requirements, parking, mid-block connections, utility easements, and stormwater management.

8 Lot coverage for structures maximum will be 60 percent of total area for lots which meet the following requirements:

a. The lot is 18,000 square feet or less; and

b. The lot contains at least three dwelling units.

9. Developments of Dormitory or Residential Suite land uses, in the Neighborhood Residential zone, are not regulated by the maximum dwelling units per lot metrics. The development must comply with all other Neighborhood Residential development standards (e.g., building height, maximum impervious surface, etc.).

C. Dimensional standards for the Neighborhood Residential zone are as shown on Table 21.08.200.C.

Table 21.08.200C. Maximum Total Gross Floor Area for All Structures Within the Lot

Standards
The maximum for the total square footage for all structures within the lot shall be determined by the quantity of dwelling units provided on the lot. Below grade floor area shall count toward maximum total gross floor area.
Developments of the Dormitory or Residential Suite land uses, in the Neighborhood Residential zone, are exempt from the per-dwelling unit regulations of Table 21.08.200.C. Maximum Total Gross Floor Area for All Structures Within the Lot. Instead, the maximum for the total square footage for all structures within the lot for Dormitory or Co-Living developments is 15,000 square feet.
Provisions for the measuring of gross floor area for all structures within the Neighborhood Residential zone are described in RZC 21.16.200, Building Measurements and Placement Standards.

Total Number of Dwelling Units for All Structures on Lot	Maximum Square Footage for Total Structures

1	4,500
2	6,000
3	7,500
4	9,000
5	10,500
6	12,000
7	13,500
8	15,000

21.08.300 Street Typology and Relationship to Buildings.

A. ***Building and Street Relationships.***

1. The table below sets standards that contribute to an attractive public realm.

2. Improvements less than 30 inches above grade, including decks, patios, walks and driveways are permitted in setbacks. Fences, landscaping, flagpoles, street furniture, transit shelters, and slope stability structures are permitted in setback areas; provided, that all other applicable requirements are met. No other structures, including accessory structures, are permitted in setback areas.

3. Administrative design flexibility for setbacks is allowed for site-specific conditions that limit the ability to place the building at the street level, including but not limited to topography, easements, SR 520 ROW, or trails.

Table 21.08.300.A. Neighborhood and Mixed-Use Building Placement Standards

Development Standards	Neighborhood Zones			Citywide Mixed Use		References
	NR	NMF	NMU	CMU	UMU	
Front Setback Min.	10 feet	30 feet	10 feet	10 feet	10 feet	NMU reduced front setback for commercial spaces (2 feet)
Side (Street) Setback Min.	10 feet [1]	15 feet	10 feet	10 feet	10 feet	
Side (Interior) Setback Min.	3 feet [1]	15 feet	3 feet	10 feet	10 feet	
Rear Setback Min.	5 feet	10 feet	5 feet	10 feet	10 feet	
Garage Setback from main building frontage, Min.[2]	N/A	N/A	3 feet [2]	N/A	N/A	
Alley Setback Min.	2 feet	4 feet	2 feet	N/A	N/A	
Lake Sammamish Setback Min.	35 feet	35 feet	35 feet	N/A	N/A	
Building Separation Min.	5 feet [1]	15 feet	5 feet	N/A	N/A	

NOTE:

1 Zero lot line exception: Standards may vary for developments that comply with the zero lot line regulations in RZC 21.16.200.D.

2 If a residential garage door or carport faces the street front, the minimum driveway depth outside the building – measured from the outer edge of the existing or ultimate sidewalk, or from the right-of-way line, whichever is closer to the building – shall be at least 18 feet, to prevent vehicle parking on the driveway from overhanging into the sidewalk or right-of-way area.

Exhibit 3:

Chapter 21.10 DOWNTOWN REGULATIONS

Sections:

21.10.100 Downtown Zones.
21.10.150 Transition to New Standards.
21.10.200 Downtown Development Standards.
21.10.300 Public Realm Standards.

Administrative note: there are only changes to footnote 4(b) in Table 21.10.200.

21.10.200 Downtown Development Standards.

A. All legal lots are allowed the greater of either the maximum allowed floor area ratio (FAR) or 10,000 square feet of buildings provided all other applicable site requirements are met.

B. Table 21.10.200 contains the basic zoning regulations that apply to development within the Town Center (TWNC), Downtown Core (DTE), and Downtown Edge (DTE) zoning districts.

Table 21.10.200. Downtown Development Standards

Development Standards	Downtown Zones			Notes
	TWNC	DTC	DTE	
Base Max FAR (w/o incentives)	5.0 [1]	4.5 [1]	3.0 [1]	
Max FAR w/ incentives	6.5 / 8.0 [1]	6.5 / 8.0 [1]	3.75 [1] / N/A	Additional floor area can be earned with

Development Standards	Downtown Zones			Notes
	TWNC	DTC	DTE	
(outside TOD focus area/inside TOD focus area)				incentives (see RZC Chapter 21.55) and through the transfer of development rights program (see RZC Chapter 21.48).
Base Max Height (w/o incentives)	60 ft. [2]	60 ft. [2]	45 ft. [2]	• See RZC Chapter 21.58 for building design options with building height impacts. • See RZC Chapter 21.55 for incentive adjustments to building height. • See RZC 21.58.5200, Towers, for additional regulations regarding
Max Height with Incentives (outside TOD Focus Area 144 / inside TOD Focus Area)	85 ft. / 144 ft. [2,3,4,5]	85 ft. / 144 ft. [2,3,4,5]	60 ft. [2,3,4,5] / N/A	

Development Standards	Downtown Zones			Notes
	TWNC	DTC	DTE	
				building heights and floorplates.
Ground Floor Ceiling Height (minimum) in TOD Focus Area	16 ft. [3,4]	16 ft. [3,4]	16 ft. [3,4]	Applicable to nonresidential and mixed-use projects.
Lot Coverage	100% [6]	100% [6]	100% [6]	

Notes:

1 Floor Area Ratio: The FAR may be calculated for the entire project then distributed across the site throughout multiple buildings and phases, provided the maximum FAR is not exceeded.

2 Building Height

a. Building height is limited to three stories for parcels fronting Leary Way from NE 80th Steet to a half-block south of NE 76th Street.

b. Additional height can be earned with incentives (see RZC Chapter 21.55) and through the transfer of development rights program (see RZC Chapter 21.48).

c. Additional height can be earned by utilizing specified architectural techniques in RZC Chapter 21.58 or via incentives in RZC Chapter 21.55.

d. The height limit in the Shoreline Jurisdiction (SMP) is 35 feet (see RZC 21.68.020).

3 Exemptions from ground floor ceiling height requirements:

a. Buildings that do not contain nonresidential uses; and

b. Buildings where 100 percent of residential units are affordable housing units meeting the affordability threshold of RZC Chapter 21.20; and

c. Where buildings that are interior to the lot and not adjacent to a public parking garage, an urban pathway or other pedestrian-oriented sidewalks or pathways.

4 A minimum of 50 percent of the first floor nonresidential space must meet the minimum ceiling height of 16 feet.

a. Where first floor ceiling height varies, the tallest ceiling heights shall be provided on street frontage, spaces fronting urban pathways and/or mid-block connections, and in parking garage loading/unloading and waste pickup areas.

b. For portions of the building that have a first-floor ceiling height greater than 10 feet to meet minimum ground-floor ceiling height requirements, the additional ground floor ceiling height may increase the maximum building height. For example, if first floor is 16 feet, the maximum building height increases by six ~~10~~ feet (16 - 10 = six foot increase in maximum building height).

5 Properties in the CARA

a. In the critical aquifer recharge area (CARA), construction methods for building foundation support will be limited to types that can be constructed to meet temporary construction dewatering (TCD) requirements of RMC Chapter 13.25.

b. Where underground parking is not possible due to RMC Chapter 13.25's TCD limitations, the maximum building height may be exceeded by up to 12 feet if all of the following criteria are met:

i. The additional height is the result of building a maximum of one level of additional above-grade parking; and

ii. Proposed parking added by the additional height shall not exceed the maximum fully dedicated parking ratios in RZC Chapter 21.40; and

iii. The additional height on street frontages meets a 20-foot step-back to limit impacts to the pedestrian realm.

6 Other regulations will impact the maximum lot coverage and may result in less than the maximum, including critical area requirements, open space and landscaping requirements, parking, mid-block connections, utility easements, and stormwater management.

Exhibit 4:

Chapter 21.12 OVERLAKE REGULATIONS

Sections:

21.12.300 Overlake Zoning Districts.

21.12.305 References.

21.12.310 Overlake Master Planning.

21.12.400 Overlake Land Use Regulations.

21.12.500 Overlake Development Standards.

21.12.505 Transition to New Standards.

21.12.510 Street Typology and Relationship to Buildings.

21.12.520 Repealed.

21.12.600 Repealed.

[No edits to sections 300, 305, 310, 400, 505, 510, 520, or 600]

...

21.12.500 Overlake Development Standards.

The following table contains the basic zoning regulations that apply to development within the Overlake Village (OV), Overlake Business and Advanced Technology (OBAT), and Overlake Urban Multifamily (OUMF) zones:

Table 21.12.500. Overlake Development Standards

Development Standards	Overlake Zoning Districts			Notes
	OV	OBAT	OUMF	
Maximum Base FAR [1] (w/o Incentives)	5	3	3	
Maximum FAR With Incentives	FAR maximum waived when maximizing	Outside TOD Focus Area: maximum 9.5 FAR Inside TOD Focus Area: FAR		See RZC Chapter 21.55, Development

Development Standards	Overlake Zoning Districts			Notes
	OV	OBAT	OUMF	
	incentive program	maximum waived when maximizing incentive program		Incentive Program, for incentive related adjustments to FAR [3]
Minimum Height	4 stories or 45 feet, whichever is less [2]	In TOD Focus Area: 4 stories or 45 feet whichever is less [2] Elsewhere: 3 stories or 35 feet, whichever is less [2]	3 stories or 35 feet, whichever is less [2]	
Base Maximum Height (w/o Incentives)	Mixed-use: 14 stories or 150 feet, whichever is less [3, 4] Nonresidential: 8 stories or 120 feet, whichever is less [3, 4]	Mixed-use: 14 stories or 150 feet, whichever is less [3, 4] Nonresidential: 8 stories or 120 feet, whichever is less [3, 4]	8 stories or 85 feet, whichever is less [3]	
Maximum Height With Incentives	300 feet [4b]	Outside TOD Focus Area: 230 feet [4] Inside TOD Focus Area: 300 feet [4b]	160 feet [4]	See RZC 21.12.600 for incentive related adjustments to building height.
Ground Floor Ceiling Height (Minimum) in TOD Focus Area	16 feet [5, 6]	16 feet [5, 6]	14 feet [5]	Ground floor ceiling height not applicable outside of TOD Focus Area
Maximum Impervious Surface	100% [7]	80%[7]	60%[7]	

Notes:

1 The FAR may be calculated for the entire project then distributed across the site throughout multiple buildings and phases provided the maximum FAR is not exceeded and no building is less than the minimum building height. Where publicly accessible open space and amenities are provided on upper stories or rooftop, and spaces meet all requirements of RZC 21.55.600 (see note 1 for Table 21.55.600), the FAR for those spaces may be excluded from maximum FAR calculations when spaces include access to adjacent outdoor spaces designed per RZC 21.36.400 open space design requirements.

2 Minimum building height

a. Portions of a building may be lower than the minimum building height providing that 80 percent of the building meets or exceeds minimum building height. Covered entryway features, including port-cochere pick-up and drop-off zones, are exempt from minimum building height requirements. Sites with multiple buildings may average building heights provided 80 percent of the buildings or portions of buildings on the project site meet or exceed minimum building height.

b. Accessory and temporary building are exempt.

3 Maximum height is limited to three stories or 35 feet, whichever is less, within 150 feet of adjacent Neighborhood Residential zoning districts or equivalent zoning district outside of Redmond.

4 Building Height Exemptions:

a. Maximum building height does not include mechanical equipment (see RZC 21.58.5200.C.4, Tower Rooftop, for rooftop screen design standards).

b. Where rooftop amenities are offered, including restaurants, observation areas, childcare and activity spaces, and services for tenants and/or are publicly accessible, those amenity spaces may exceed the maximum building height by one story or 14 feet, whichever is greater, but may not exceed 30 stories.

c. Maximum building height may be exceeded for ground floor ceiling heights in greater than the minimum required (see note 6b below).

5 Exemptions From Ground Floor Ceiling Height Requirements:

a. Buildings where 100 percent of residential units are affordable housing units meeting the affordability threshold of RZC Chapter 21.20; and

b. Where buildings that are interior to the lot and not adjacent to a public parking garage, an urban pathway or other pedestrian-oriented sidewalks or pathways.

c. Accessory and temporary building are exempt.

6 A minimum of 50 percent of the first-floor space must meet the minimum ceiling height. At no point do the first-floor nonresidential spaces have a ceiling height of less than 14 feet.

a. Where first floor ceiling height varies, the tallest ceiling heights shall be provided on street frontage, spaces fronting urban pathways and/or midblock connections, and in parking garage loading/unloading and waste pickup areas.

b. For portions of the building that have a first-floor ceiling height greater than 14 feet, the additional ground floor ceiling height may increase the maximum building height (example: if first floor is 20 feet, the maximum building height increases by six feet (20 - 14 = 6 additional height).

7 Other regulations will impact the impervious surface area and may result in less than the maximum allowed, including open space and landscaping requirements, parking, midblock connections, utility easements, stormwater management, etc. To meet stormwater management, the infiltration capacity of the soil must be evaluated and the building designed to accommodate full infiltration of roof areas where feasible.

(Ord. 3186; Ord. 3220)

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Exhibit 5:

Chapter 21.13

MARYMOOR VILLAGE REGULATIONS

Sections:

21.13.100 Marymoor Village Center Zones.
21.13.110 References.
21.13.150 Transition to New Standards.
21.13.200 Marymoor Village Development Regulations.
21.13.300 Marymoor Village Street Typology and Relationship to Buildings.

[No edits to sections 100, 110, 150, or 300.]

...

21.13.200 Marymoor Village Development Regulations.

A. All legal lots are allowed the greater of either the maximum allowed floor area ratio (FAR) or 10,000 square feet of buildings, provided all other applicable site requirements are met.

B. Each zone has a minimum FAR; the minimum FAR is the minimum required FAR for a development proposal requiring a land use permit, excluding administrative modifications. In no case shall proposed FAR exceed the maximum combined FAR.

C. Master plans are required for all developments encompassing at least three acres and are optional for sites under three acres.

D. The following table contains the basic zoning regulations that apply to development within the Marymoor Core (MMC), Marymoor Edge (MME), and Marymoor Manufacturing (MMM) zoning districts.

Table 21.13.200.D. Marymoor Village Development Standards

Development Standards	Marymoor Village Districts	Notes

	MMC	MME	MMM	
Min. FAR	1.5	1.5	0.5	
Max. FAR (no incentives / with incentives)	3.0 / 8.0 [1]	2.54 / 8.0 [1]	1.4 / 2.0 [1]	See RZC Chapter 21.55 for incentive adjustments to FAR
Max. Height (no incentives / with incentives)	45 ft. / 144 ft. [2]	38 ft. /144 ft. [2]	38 ft / 45 ft [2]	• See RZC Chapter 21.55 for incentive adjustments to building height. • See RZC 21.13.300.E, upper story step-backs, and RZC 21.58.5200, Towers, for additional regulations regarding building heights and floorplates. • Development above six stories does not qualify for the Marymoor Village Infill Exemption (see RZC 21.70.095).
Ground Floor Ceiling Height (min.) in TOD Focus Area	16 ft [3,4]	16 ft [3,4]	16 ft [3,4]	• Applicable to nonresidential and mixed-use projects. • See RZC 21.13.300.D, Ground Floor Uses.
Max. Impervious Surface	75% [5]	70% [5]	70% [5]	
Min. Land Dedication for Stormwater Infiltration	7%	7%	7%	
Max. Lot Coverage	70%	65%	55%	

Notes:

1 FAR may be calculated for the entire project then distributed across the site throughout multiple buildings and phases provided the maximum FAR is not exceeded. Where publicly accessible open space and amenities are provided on upper stories or rooftop, and spaces meet all requirements of RZC 21.36.200, the FAR for those spaces may be excluded from max FAR calculations when spaces include access to adjacent outdoor spaces designed per RZC Chapter 21.36, Open Space.

2 Properties in the CARA

a. In the critical aquifer recharge area (CARA), construction methods for building foundation support will be limited to types that can be constructed to meet temporary construction dewatering (TCD) requirements of RMC Chapter 13.25.

b. Where underground parking is not possible due to RMC Chapter 13.25's TCD limitations, the maximum building height may be exceeded by up to 12 feet if all the following criteria are met:

i. The additional height is the result of building a maximum of one level of additional above-grade parking; and

ii. Proposed parking added by the additional height shall not exceed the maximum fully dedicated parking ratios in RZC Chapter 21.40; and

iii. The additional height on street frontages meets a 20-foot step-back to limit impacts to the pedestrian realm.

3 Exemptions from ground floor ceiling height requirements:

a. Buildings that do not contain nonresidential uses; and

b. Buildings where 100 percent of residential units are affordable housing units meeting the affordability threshold of RZC Chapter 21.20; and

c. Where buildings that are interior to the lot and not adjacent to a public parking garage, an urban pathway or other pedestrian-oriented sidewalks or pathways.

4 A minimum of 50 percent of the first-floor nonresidential space must meet the minimum ceiling height of 16 feet.

a. Where first floor ceiling height varies, the tallest ceiling heights shall be provided on street frontage, spaces fronting urban pathways and/or mid-block connections, and in parking garage loading/unloading and waste pickup areas.

b. For portions of the building that have a first-floor ceiling height greater than 10 feet to meet minimum ground-floor ceiling height requirements, the additional ground floor ceiling height may increase the maximum building height. For example, if the first floor is 16 ~~20~~ feet, the maximum building height increases by six ~~10~~ feet (16 - 10 = 6 foot increase in max building height).

5 Other regulations will impact the impervious surface area and may result in less than the maximum impervious area. These include but are not limited to critical areas requirements, open space and landscaping requirements, parking, mid-block connections, utility easements, and stormwater management.

(Ord. 3220)

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Exhibit 6:

Chapter 21.20

AFFORDABLE HOUSING

Sections:

21.20.010 Purpose.
21.20.020 Applicability.
21.20.030 General Requirements and Incentives.
21.20.040 Implementation Provisions.
21.20.050 Alternative Compliance Methods.
21.20.060 Supplemental Requirements.
21.20.070 Affordable Senior Housing.
21.20.080 Affordable Housing Agreement.

...

21.20.020 Applicability.

A. This chapter applies to:

1. All new residential and mixed-use developments**, except manufactured homes parks and manufactured homes sited within manufactured home parks**;

2. All new senior housing developments and congregate care dwelling units, not including nursing homes.

B. Payment in lieu applies to qualifying developments in the Neighborhood Residential Zone as defined in RZC 21.20.060.A.1.b. (Ord. 2753; Ord. 3186; Ord. 3220)

21.20.030 General Requirements and Incentives.

A. Pursuant to RCW 36.70A.540, the City finds that the higher income levels specified in the definition of "affordable housing" set forth in the definitions section of this Zoning Code are necessary to address local housing market conditions in the City. The income levels specified in

the definitions section of this Zoning Code are used in lieu of the "low-income household" income levels set forth in RCW 36.70A.540.

B. Certain provisions in RZC 21.20.030 such as affordability levels, quantity of required affordable housing units, payment in lieu obligations, development unit count thresholds for applicability of affordable housing requirements, bonuses, and other considerations, may not apply or may be superseded as otherwise specified in RZC Chapter 21.20, Affordable Housing, or RMC Chapter 3.38, Multifamily Housing Property Tax Exemption.

C. Unless superseded in RZC Chapter 21.20, Affordable Housing, or elsewhere in the Redmond Zoning Code, at least 10 percent of the units in new housing developments in those areas specified in RZC 21.20.020, Applicability, of 10 units or greater must be affordable housing units made affordable to households earning up to 80 percent AMI, adjusted for household size. RZC Chapter 21.20 requirements pertaining to affordable unit household earnings must be adjusted for household size.

D. There are no bonus market rate units or density bonuses for affordable housing units unless otherwise specified.

E. ~~Reserved.~~ **Substitutions of 50 percent AMI units. Unless superseded by other provisions in RZC 21.20, Affordable Housing, developments may provide 50 percent AMI affordable housing units to satisfy affordable housing unit requirements of 80 percent AMI affordable housing units. Each 50 percent AMI affordable housing unit provided counts as two 80 percent AMI affordable housing units for the purpose of satisfying the affordable unit requirements associated with that development.**

F. ***Rounding.*** The number of required affordable housing units is determined by rounding fractional numbers up to the nearest whole number from 0.5. Certain provisions in RZC 21.20.030 on rounding may not apply or may be superseded as otherwise specified in RZC Chapter 21.20, Affordable Housing, or RMC Chapter 3.38, Multifamily Housing Property Tax Exemption.

G. *Reserved.*

H. *Reserved.*

I. Depending on the level of affordability provided, the affordable housing units may be eligible for the transportation impact fee exemptions described in RMC 3.10.105.

J. Multifamily properties providing affordable housing may be eligible for property tax exemption as established in RMC Chapter 3.38.

K. Measurement in square feet of floor area of all affordable units is defined by the gross leasable area within the unit.

L. Accessory dwelling units (ADUs) may be used to meet the requirements of RZC 21.20.030 in the Neighborhood Zones; provided, that the ADU is at least 900 square feet~~.~~ **and all other applicable RZC 21.20 requirements are satisfied, including an affordable housing agreement as described in RZC 21.20.080.**

(Ord. 2733; Ord. 2803; Ord. 2883; Ord. 2958; Ord. 2978; Ord. 3186; Ord. 3220)

....

Redmond Zoning Code in effect at the time of the issuance of the land use permit(s). (Ord. 2803; Ord. 3186; Ord. 3220)

The Redmond Zoning Code is current through Ordinance 3226, passed September 2, 2025.

Disclaimer: The City Clerk's Office has the official version of the Redmond Zoning Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: www.redmond.gov

Hosted by General Code.

Exhibit 7:

Chapter

21.24 FENCES

Sections:

21.24.010 Purpose.

21.24.020 Repealed.

21.24.030 Height.

21.24.040 Prohibited Locations.

21.24.050 Electric, Barbed Wire, and Swimming Pool Fences.

21.24.060 Additional Residential Neighborhood Requirements.

21.24.010 Purpose.

A. ~~Protect or enhance property and life and that are compatible with residential neighborhoods while protecting the public from hazardous fences or fences that may blight residential neighborhoods;~~

Allow privacy while maintaining a built environment that is cohesive with the surrounding community.

B. Protecting the public from hazardous fences.

~~B. Increase visibility of front yards by using the principles of the Crime Prevention Through Environmental Design (CPTED) Program to increase public safety and to deter crime;~~

C. Promote and enhance the City's neighborhoods as walkable places and reduce impacts on the pedestrian experience that may result from taller fencing;

D. ~~Maintain the open space character of certain residential neighborhoods and~~ **P**romote public view corridors by encouraging the application of **lower-height fencing,** non-solid styles of fencing, and landscaped screens.

Effective on: 4/16/2011

21.24.020 Permits.

Repealed by Ord. 3153.

Effective on: 4/16/2011

21.24.030 Height.

A. ***Maximum Height.*** The maximum height of fences shall be as follows; provided, that the requirements of RZC 21.52.040, *Sight Clearance at Intersections*, are met:

Table 21.24.030.A
Maximum Fence Height

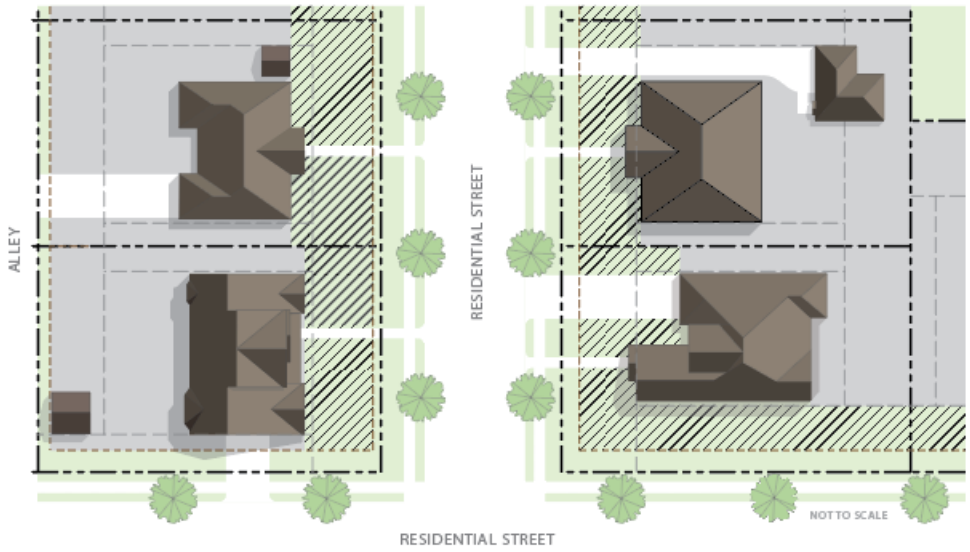
Zones	Permitted Height Permitted Height (1)(2)(3)
UR, RA-5, NR, NMF, Centers (Downtown, Marymoor, Overlake)	~~Six feet anywhere on the lot (see RZC 21.24.060, *Additional Residential Neighborhood Requirements*, for additional information)~~  **A Walls and fences located in any front yard must be 4 feet or less otherwise** **B 6 feet**

Table 21.24.030.A
Maximum Fence Height

Zones	Permitted Height Permitted Height (1)(2)(3)
All other zones	Eight feet anywhere on the lot, subject to landscaping requirements in RZC Chapter 21.32, *Landscaping*

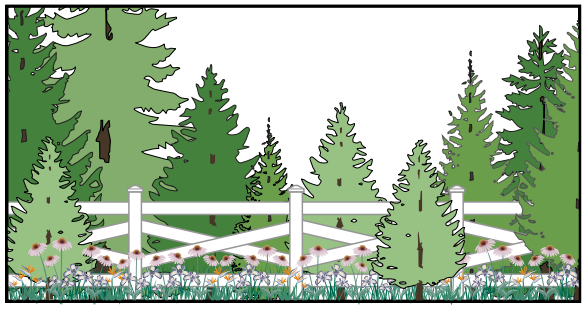
(1) This excludes areas of a lot regulated by RZC 21.52.040 – Sight Clearance at Intersections, where the height limit may be lower.

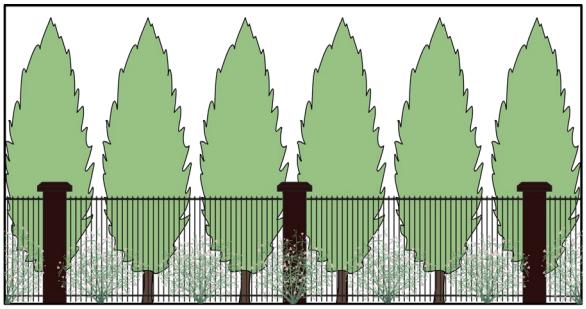
(2) Maximum fence height may be exceeded without the requirement for a variance when specified in federal or state requirements due to safety and security. Documentation of this requirement shall be provided by the applicant and approved by the Administrator.

(3) When the City's Building Code has requirements, such as where a guard rail is required to be placed atop a retaining wall or rockery, additional height is permitted but additional height must not exceed the minimum required to meet the building code.

Figure 21.24.030 B

Examples of **Low See-Through Fences**





Low, see-through fences (maximum height 42 inches) can add variety and human scale.

~~B. Fences Adjacent to Rockeries or Retaining Walls.~~

~~1. Where a fence and a rockery or retaining wall lying within a building setback area are within five feet of each other, the combined height of the fence and rockery or retaining wall shall not exceed a maximum of eight feet except as provided in RZC 21.24.030.B.2 and B.3.~~

~~2. Staff may approve a modification to the combined height limit for fences and rockeries or retaining walls if either:~~

~~a. The City's Building Code requires additional height, such as where a guard rail is required to be placed atop a retaining wall or rockery; or~~

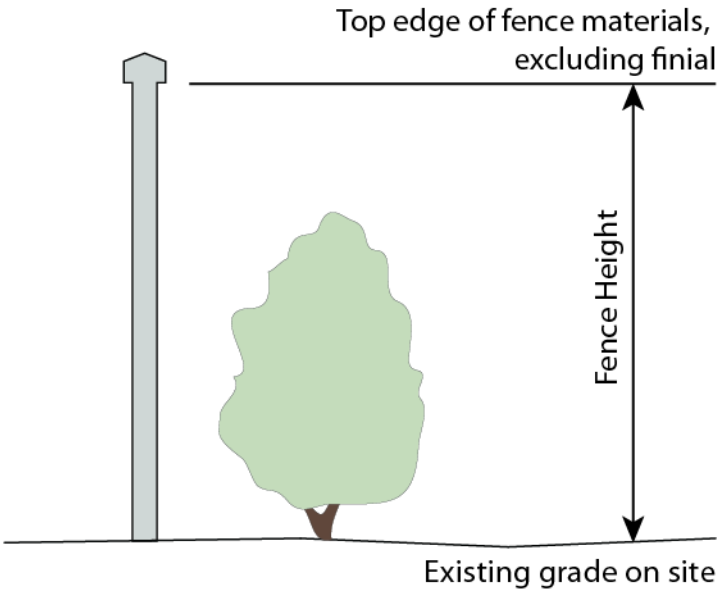
~~b. The design of the rockery or retaining wall includes terraces that are deep enough to incorporate landscaping or other techniques that reduce the visual mass of the wall, and the fence is designed to be no more than 50 percent solid.~~

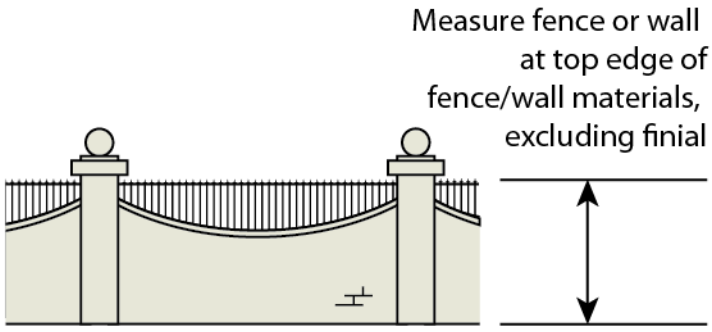
~~3. The Technical Committee may approve a modification to the combined height limit for fences and rockeries or retaining walls if the modification is necessary because of the size, configuration, topography, or location of the subject property, to provide the property with the use rights and privileges permitted to other properties in the vicinity or zone in which the property is located, and the modification will not be materially detrimental to the public welfare or to abutting properties:~~

B. Fences combined with Rockeries and Retaining Walls Height. Fence and wall height shall be measured as follows:

1. Fence height shall be measured as the vertical distance between the existing grade on the site at the base of the fence and the top edge of the slats or other fence material (exclusive of fence posts). See Figure 21.24.030 B1

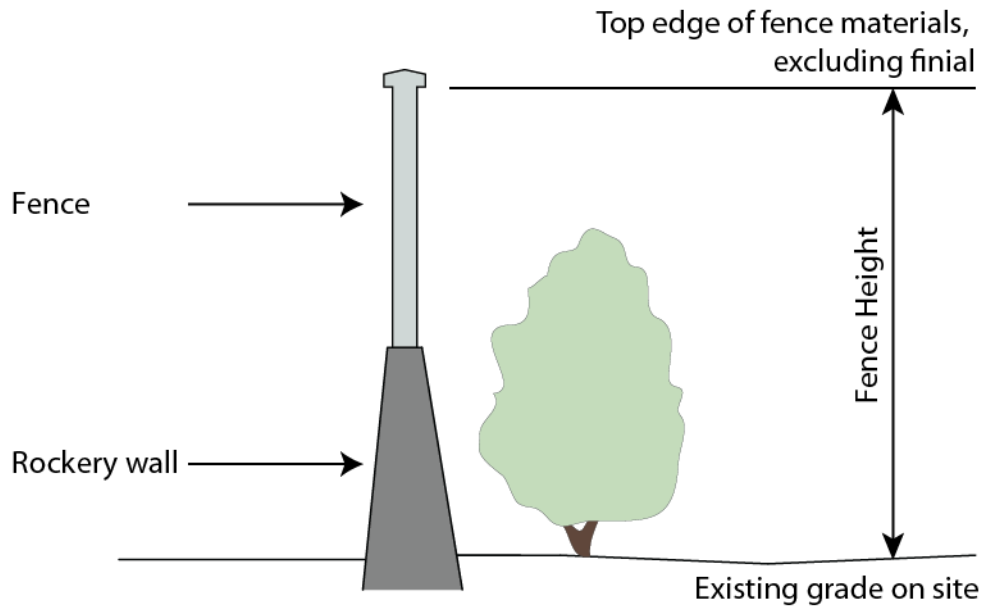
Figure 21.24.030B1
Measurement of Fence and Wall Height





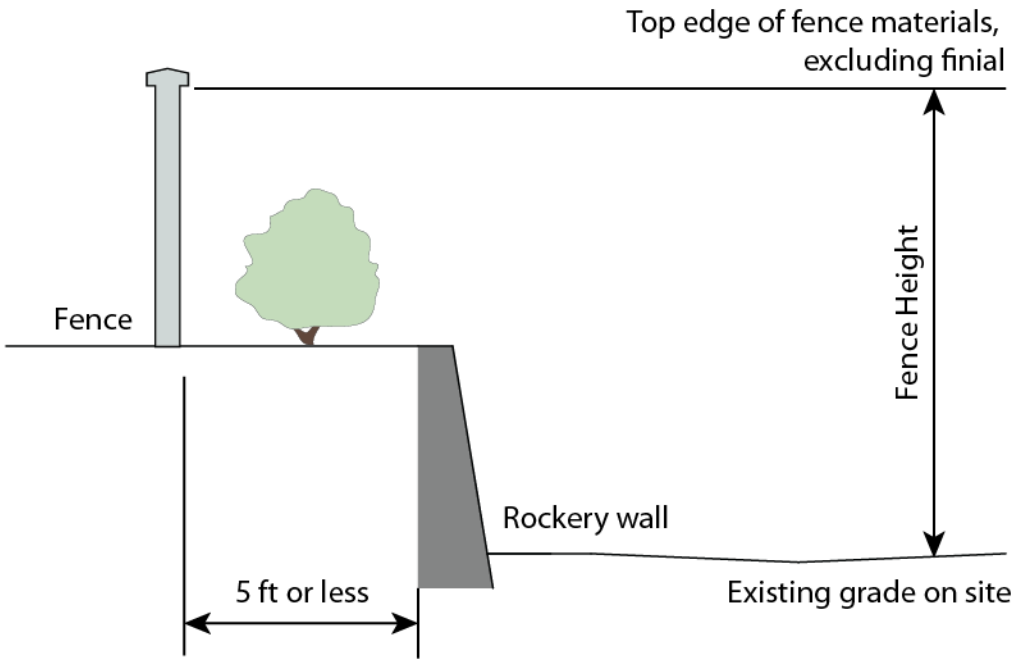
2. Fence height when fences are on top of a wall/rockery must not exceed fence heights in Table 21.24.030A.

Figure 21.24.030B.2
Measurement of Fence and Wall Height



3, A fence and a rockery or retaining wall within five feet of each other, the combined height of the fence and rockery or retaining wall shall not exceed fence heights in Table 21.24.030.A

Figure 21.24.030B.3
Measurement of Fence and Wall Height



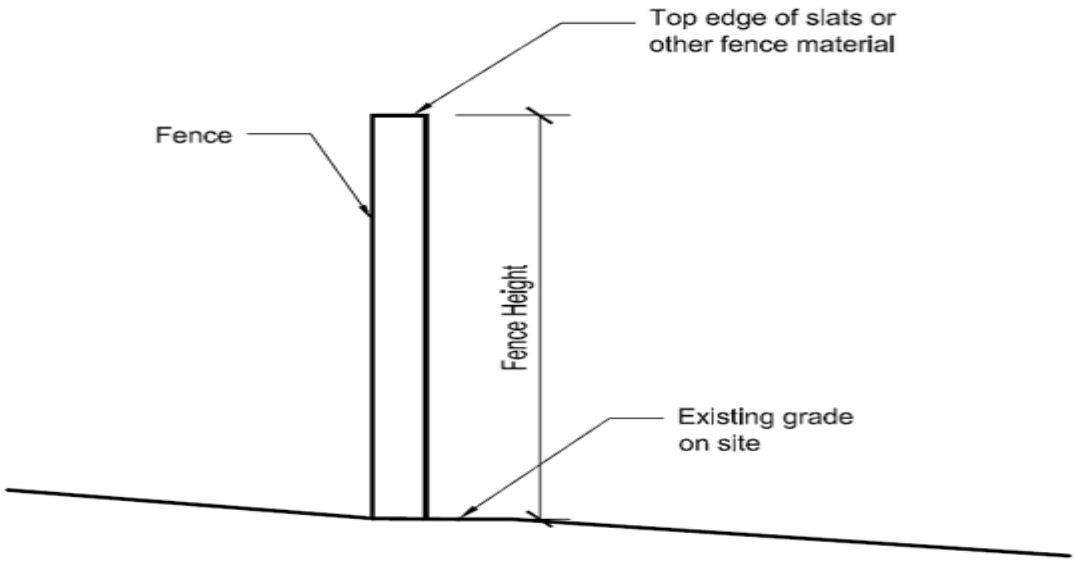
~~Where a fence and a rockery or retaining wall lying within a building setback area are within five feet of each other, the combined height of fence and wall are used to measure fence height~~

***shall not exceed fence heights in Table 21.24.030A

~~C. ***Measurement of Fence and Wall Height.*** For purposes of this chapter, fence and wall height shall be measured as follows:~~

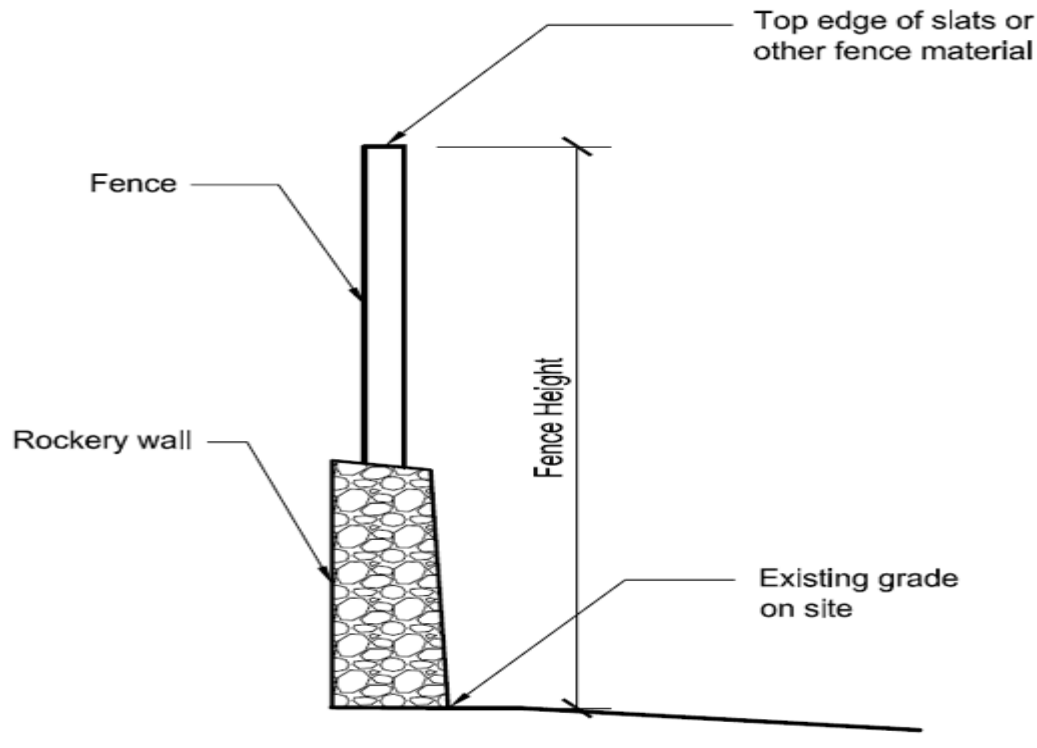
~~1. Fence height shall be measured as the vertical distance between the existing grade on the site at the base of the fence and the top edge of the slats or other fence material (exclusive of fence posts).~~

~~Figure 21.24.030A~~
~~Measurement of Fence and Wall Height~~



~~2. The combined height of fencing placed on top of a wall or rockery shall be measured as the vertical distance between the existing grade on the site at the base of the wall and the top edge of the slats or other fence material (exclusive of posts).~~

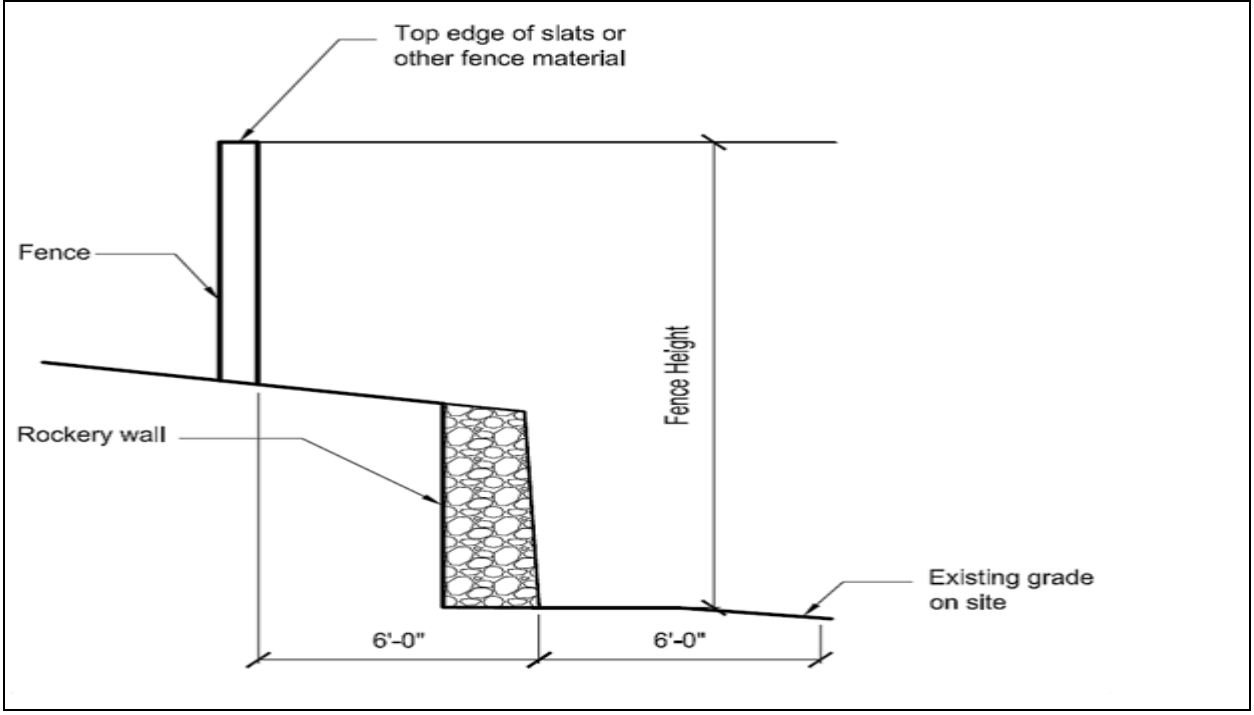
~~Figure 21.24.030B~~
~~Measurement of Fence and Wall Height~~



~~3. Where the grade within six feet of the base of a fence or wall differs from one side of the fence or wall to the other (as~~

~~when a fence is placed at the top or bottom of a slope or at the top of a rockery or retaining wall), the height shall be measured from the side with the lowest existing grade.~~

~~Figure 21.24.030C~~
~~Measurement of Fence and Wall Height~~



~~(Ord. 3153; Ord. 3220)~~
Effective on: 6/18/2018

21.24.040 Prohibited Locations.

Fences are prohibited in critical areas, critical area buffers, native growth protection areas, designated greenbelts, and designated open space, except as required by RZC 21.64.010.R.2.

Effective on: 4/16/2011

21.24.050 Electric, Barbed Wire, and Swimming Pool Fences.

Electric, barbed wire, and swimming pool fences are permitted or required as follows:

Table 21.24.050
Electric, Barbed Wire, and Swimming Pool Fences

Fence Type	Permitted Zones	Special Requirements	Other Code Requirements
(A) Electric Fences	UR, RA-5 May be used in conjunction with the keeping of large domestic animals where allowed in NR through NMF zones.	A. Permanent signs must be posted every 50 feet stating that the fence is electrified. B. Fences, appliances, equipment, and materials must be listed or labeled by a qualified testing agency and be installed in accord with manufacturer's specifications. C. Except in the UR zone, all electric fences must be set back at least two feet from property lines adjacent to public rights-of-way and NR through NMF zones, and a second and more substantial fence with a mesh size small enough to prevent a child from reaching through, shall be located along the property line. D. Prohibited when fronting shoreline public access areas (Shoreline Public Access System Map, Figure S-1 of the Shoreline Master Program).	All electric fences must comply with RMC Chapter 15.12, *Electrical Code*.
(B) Barbed or Razor Wire Fences	UR, RA-5, but not along property lines adjacent to other residential and commercial zones **and parks, open**	A. Commercial storage, utility and public uses may use barbed wire only on top of a fence at least six feet in height. The barbed wire shall not extend more than 18 inches above the top of the fence. B. Prohibited when fronting shoreline public access areas (Shoreline Public Access System	None

Table 21.24.050 Electric, Barbed Wire, and Swimming Pool Fences			
Fence Type	**Permitted Zones**	**Special Requirements**	**Other Code Requirements**
	space, trails, and gardens.	Map, Figure S-1 of the Shoreline Master Program).	
(C) Swimming Pool Fences	All zones	All outdoor swimming pools must be surrounded with a fence at least five feet in height.	All swimming pool fencing must comply with King County Health Department requirements.

(Ord. 3220)

Effective on: 6/18/2018

~~21.24.060 Additional Residential Neighborhood Requirements.~~

~~A. The following additional fence, rockery wall, and retaining wall requirements apply to properties located in the neighborhoods listed. The boundaries of each neighborhood are set forth in the Redmond Comprehensive Plan, Map LU-1. Where a conflict exists between the neighborhood requirements in RZC 21.24.060 and the other provisions of this chapter, the requirements of RZC 21.24.060 shall control. Where there is no specific regulation listed for the neighborhood, the other provisions of this chapter control.~~

~~Table 21.24.060 Additional Neighborhood Requirements~~				
~~Neighborhood~~	~~Applicability~~	~~Fence or Wall Height~~	~~Design Requirements~~	~~Other Requirements~~
~~Education Hill~~	~~Applies to fences and walls in the front yard setback or adjacent to public recreational trails.~~	~~42 inches when built in the front setback (See Figure 21.24.060, except where home fronts onto arterial street.)~~	~~A. No sight-obscuring fencing materials allowed. B. Fence must be of a non-solid type, such as split rail fencing or split rail fencing combined with dark-colored vinyl or powder-coated chain link fence.~~	~~New gated communities in short subdivisions and subdivisions with security fencing are prohibited.~~

Table 21.24.060
Additional Neighborhood Requirements

Neighborhood	Applicability	Fence or Wall Height	Design Requirements	Other Requirements
North Redmond (except Wedge Subarea)	Applies to fences and walls in the front yard setback or adjacent to public view corridors, and public recreational trails.	42 inches in any front setback area, and 42 inches in any street side or rear setback area adjacent to an identified pedestrian or public view corridor. (See Figure 21.24.060)	A. No sight-obscuring fencing materials allowed. B. Fence must be of a non-solid type, such as split rail fencing or split rail fencing combined with dark-colored vinyl or powder-coated chain link fence.	None
North Redmond Wedge Subarea	Applies to the Wedge Subarea defined in the Neighborhoods Element of the Comprehensive Plan.	No special height requirements	Private residential fences may be constructed and maintained along and west of the western edge of the required maintenance easement for retaining systems on the west side of Redmond-Woodinville Road.	
Willows/Rose Hill	Applies to fences in the front yard setback.	42 inches	No special design requirements	New gated communities in short subdivisions and subdivisions with security fencing are prohibited.

B. The Administrator may approve alternative materials or a combination of materials for the fences and walls described above when such alternative materials or combinations are demonstrated to better meet the intent of this chapter.

C. The Administrator may also approve deviations from the maximum fence height requirements set forth in the above table in the North Redmond and Willows/Rose Hill Neighborhoods for fencing associated with swimming pools, landscaping alternatives (such as landscaped berms), or other designs that clearly meet the intent of this chapter.

~~Figure 21.24.060~~
~~Low See-Through Fences~~



~~Low, see-through fences (maximum height 42 inches) can add variety and human scale.~~

(Ord. 3220)

Effective on: 6/18/2018

The Redmond Zoning Code is current through Ordinance 3226, passed September 2, 2025.

Disclaimer: The City Clerk's Office has the official version of the Redmond Zoning Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: www.redmond.gov

Hosted by General Code.

Exhibit 8:

Chapter 21.25 RETAINING WALLS

21.25.010 Purpose

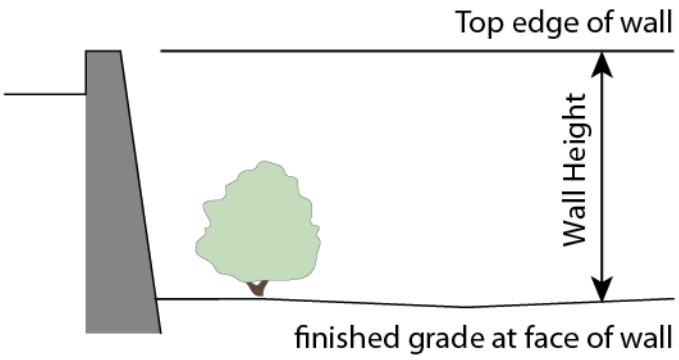
The purpose of this chapter is to provide for retaining walls and rockeries that:

A. Minimize modification of the existing topography of properties in the City, by minimizing the amount of earth being exported or imported to a site, and to minimize the height of walls related to development.
B. Minimize the visual impact of retaining walls having excessive heights that may be detrimental to the aesthetics of neighborhoods or nearby properties.
C. Maintain compatibility with the nearby properties by minimizing changes in topography and excessive excavation.

21.25.100 Height

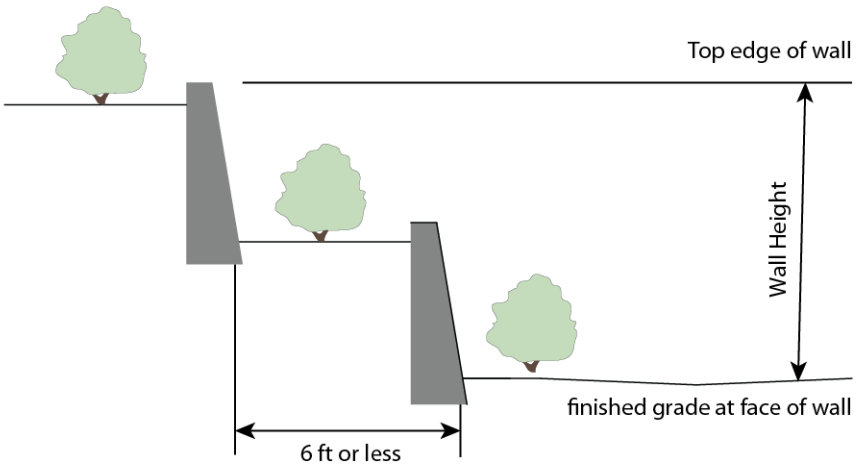
A. Retaining wall and rockeries shall have a maximum wall height of 8 feet. Deviation requests may be approved subject to provisions of 21.25.300
B. Measurement of Wall Height. For purposes of this chapter, retaining wall and rockery height shall be measured as follows:
    1. Retaining walls and rockeries height shall be measured as the vertical distance between finished grade at the face of wall to the top of the wall.

Figure 21.25.100.B.1. Retaining wall measurement



2. Retaining walls and rockeries with 6 feet or less horizontal separation between tiers, shall be measured as one retaining structure for determining the wall height. Horizontal separation shall be measured as the distance between the face of the lower wall to the face of the upper wall.

Figure 21.25.100.B.2. Measurement for retaining walls closer than 6 ft apart



21.25.200 Terraced RETAINING WALLS [RESERVED]

21.25.300 Deviations

A. The Technical Committee may approve a deviation to the height limit for rockeries and retaining walls if the deviation is necessary because of the size, configuration, topography, or location of the subject property, to provide the property with the use rights and privileges permitted to other properties in the vicinity or zone in which the property is located, and the modification will not be materially detrimental to the public welfare or to abutting properties.

B. The deviation will not be granted for the purposes of increasing building area or usable lot space.

21.25.400 Prohibited Locations

A. Retaining walls and rockeries are prohibited in critical areas (except critical aquifer recharge areas), critical area buffers, native growth protection areas, designated greenbelts, and designated open space, and public and private easements except as required by RZC 21.64.010.R.2.

B. Private retaining walls and rockeries and their associated wall drain(s) and backfill shall be entirely within the private property in which they are installed and shall be placed outside of the public right-of-way.

21.25.500 Additional Requirements

A. Planner and Engineer approval is required prior to Technical Committee approval.

B. All retaining walls and rockeries constructed to support land used for new private development shall be placed outside of the public right-of-way and public and private easements.

C. Retaining wall reinforcements such as tiebacks, soil nails, and geogrid mesh must not extend into the public right-of-way and public easements. Tiebacks and soils nails are allowed to extend into public right-of-way with an approved Right-of-Way Use Agreement.

D. Retaining wall reinforcements such as tiebacks, soil nails, and geogrid mesh **extending into private property require a private easement on that property.**

E. Retaining walls within the street section that are necessary for the street, that will be visible to the general public, and above 4 feet in height shall be constructed of either cast-in-place concrete or shotcrete, with a finish that reproduces the look of stone or masonry or having geometric patterns on the wall face. Allowable finish methods will be either stamped finish, sponge finish, troweled patterns, or modular blocks. Wall type and aesthetic pattern shall be approved by the Administrator.

F. Install rockeries **and retaining walls** per **City Standard Specifications and Standard Details.**

G. All retaining walls and rockeries must also meet the design standards in Section 5.6.7 "Rockeries/Retaining Walls" in the Stormwater Technical Notebook 2025 -- Issue 9A, **or its successor**.

H. Retaining walls above 4-feet in height in the lot frontage ~~and~~ must have landscaping for visual screening according RZC 21.32 Landscaping with approval by Planning and Engineering.

Figure 21.25.500.H. Retaining wall landscape screening example

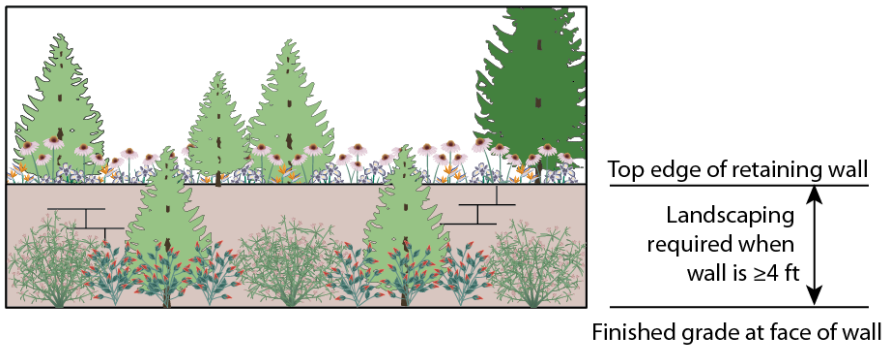


Exhibit 9:

Chapter 21.36

OPEN SPACE

Sections:

21.36.010	**Purpose.**
21.36.020	**Applicability.**
21.36.030	**Types of Open Space.**
21.36.040	***Repealed.***
21.36.050	***Repealed.***
21.36.100	**Mixed-Use and Urban Residential Open Space Requirements.**
21.36.200	**Publicly Accessible Enhanced Amenities Spaces (PEAS).**
21.36.300	**Residential Open Space Requirements.**
21.36.400	**Design Requirements.**
21.36.500	**Open Space Disposition and Maintenance.**

Administrative note: there are changes only to section 200.

21.36.200 Publicly Accessible Enhanced Amenities Spaces (PEAS).

A. ***Purpose.*** ... *Administrative note: there are no changes to subsections A through D.*

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E. ***PEAS Uses.***

1. PEAS may be designed to take advantage of incentive options such as child-friendly amenities and small business support, including but not limited to pop-up retail, kiosks, and performance stage, etc. Recommended child-friendly features include, but are not limited to:

a. Adjacent or nearby public restroom facilities that are open at minimum for the same duration as the amenities. Restroom facilities must provide child changing

stations (if providing restrooms by gender, changing tables must be provided in restrooms for all genders).

b. Seating for parents and caregivers that is integrated into or adjacent to the amenity provided, with the number of seats provided in scale with the occupancy load of the amenity space.

2. PEAS spaces may be used for Food Truck and Pop-Up Retail Court if the site meets the requirement in RZC 21.04.2140 and are included on the PEAS site plan.

a. Court uses can be approved with the site plan for PEAS as a consolidated review.

b. An Administrative Modification can be used to add Court uses to a previously approved PEAS location.

3. Uses in the PEAS space that typically require a temporary use permit (seasonal sales, events, etc.), will not require an individual temporary use permit if the use is reviewed and approved as part of the court site plan approval.

a. The PEAS site plan must include locations for indicated temporary uses, maximum occupancy, and show how the health, safety, and other impacts and considerations are mitigated at the site plan approval.

b. Temporary uses not included as part of the court site plan approval will require a temporary use permit.

Exhibit 10:

Chapter 21.40

PARKING STANDARDS

Sections:

21.40.010 Vehicle Parking. Revised

21.40.020 Bicycle Parking Requirements and Standards.

21.40.030 Electric Vehicle Charging Stations.

Administrative note: there are only changes to section 010.

21.40.010 Vehicle Parking.

A. ***Purpose.*** … *Administrative note: there are no changes to subsection A.*

B. ***Scope.*** … *Administrative note: there are no changes to subsection B.*

C. ***Administration.*** In the administration of RZC 21.40.010, the following rules shall be used:

1. *Nonconforming Parking.*

a. A development that met the parking requirements in effect at the time it was approved but that does not have sufficient parking spaces to meet the current requirements of RZC Chapter 21.40 may continue to operate with the parking deficiency as long as no enlargement is made that would require additional parking spaces;

b. When a development with nonconforming parking is enlarged so as to require additional parking spaces, the requirements of RZC Chapter 21.40 shall apply only to the enlargement;

c. When a preexisting building with nonconforming parking is remodeled or rehabilitated but not enlarged, the existing use of the building may continue without

providing additional parking. In the event that the land use is increased by an addition of building square footage, the minimum level of parking required, including bicycle parking required by RZC Chapter 21.40, consistent with the increased land use affected by the change must be provided, or an approved Mobility Management Program, as provided in RZC 21.52.020, Mobility Management Program, must be implemented for the site that effectively reduces parking demand;

d. When additional uses are placed on the same lot with the nonconforming parking or an enlarged lot of which the lot with nonconforming parking is a part, the requirements of this chapter shall apply only to the additional use; and

e. Developments with nonconforming parking shall not be required to provide additional parking spaces when a change of use occurs, either from non-residential to residential or non-residential to another non-residential use, or minor improvements are performed; provided, that the change of use or minor improvement does not enlarge the structure or increase the amount of nonconformity;

f. Developments, sites, and structures in Downtown, Overlake, and Marymoor Village where a portion of the sites and/or structures have been obtained under threat of condemnation shall not be required to provide additional parking spaces than that which was sufficient to meet the requirements in place during the most recent development or construction of the site.

2. *Separate Parking Facilities.* A parking facility that is required for one establishment shall not be considered as part of the parking facility required for any other enterprise, except for cooperative parking as provided in RZC 21.40.010.F, General Parking Requirements.

3. *Site Plan Entitlement Required.* All proposed parking facilities are subject to the site plan entitlement process of RZC 21.76.070.Y, Site Plan Entitlement.

4. *Car-Sharing Parking.* In all zones except Neighborhood Residential, required parking spaces may be occupied by car-sharing vehicles.

D. ***Required Off-Street Parking.***

1. The minimum required and maximum permitted number of off-street parking spaces for each land use is noted in the Parking Ratio Column of each zone. Where calculations of parking requirements result in fractional amounts, they shall be rounded up if 0.5 or over.

Table 21.40.010D. Required Off-Street Parking

	Parking Ratio: Unit of Measure (Minimum Required, Maximum Allowed)[3]		
Use Class	**Within 1/4 Mile of Frequent Transit or in a TOD Focus Area**	**In a Center, Not Within 1/4 Mile[1] of Frequent Transit, Not in a TOD Focus Area**	**All Other Locations**
Residential [1] [2]			
Dwelling unit, detached	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (1.0, –)
Dwelling unit, attached	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (1.0, –)
Accessory dwelling unit	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (0, –)
Tiny home	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (0, –)
Cottage	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (0, –)
Dwelling unit, multifamily	Dwelling unit (0, 1.0)	Dwelling unit (0.5, 1.25)	Dwelling unit (0.5, 2.0)
Mixed-use residential structure	Dwelling unit (0, 1.0)	Dwelling unit (0.5, 1.25)	Dwelling unit (0.5, 2.0)
Permanent supportive housing, transitional housing	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (0.5, –)
Group Home/Congregate Housing			
Dormitory or residential suite	Bed (0, 1.0)	Bed (0, 1.0)	Bed (0, 1.0)
Adult family home	Dwelling unit (0, 2.0)	Dwelling unit (0, 2.0)	Dwelling unit (1.0, 2.0)
Long-term care facility	Patient bed (0, 0.25)	Patient bed (0, 0.25)	Patient bed (0, 0.25)
Residential care facility	Patient bed (0, 0.25)	Patient bed (0, 0.25)	Patient bed (0, 0.25)

	Parking Ratio: Unit of Measure (Minimum Required, Maximum Allowed)[3]		
Use Class	**Within 1/4 Mile of Frequent Transit or in a TOD Focus Area**	**In a Center, Not Within 1/4 Mile[1] of Frequent Transit, Not in a TOD Focus Area**	**All Other Locations**
Retirement residence	Without skilled nursing: unit (0, 1.0) With skilled nursing: worker on largest shift (0, 1.0)	Without skilled nursing: unit (0, 1.0) With skilled nursing: worker on largest shift (0, 1.0)	Without skilled nursing: unit (0, 1.0) With skilled nursing: worker on largest shift (0, 1.25)
Emergency housing or emergency shelter	Bed (0, 1.0)	Bed (0, 1.0)	Bed (0, 1.0)
Lodging			
Bed and breakfast inn or boarding house	Rental room (0, 1.0)	Rental room (0, 1.0)	Rental room (0, 1.0)
Hotel or motel	Rental room (0, 1.0)	Rental room (0, 1.0)	Rental room (0, 1.0)
General Sales or Service			
Retail sales	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
Cannabis retail sales	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
Business and service	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
Food and beverage	1,000 sq. ft. gfa (0, 5.0) No requirement for kiosks and vending carts	1,000 sq. ft. gfa (0, 7.5) No requirement for kiosks and vending carts	1,000 sq. ft. gfa (0, 9.0)
Drive-up stand	No requirement	No requirement	No requirement
Animal kennel/shelter	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)

	Parking Ratio: Unit of Measure (Minimum Required, Maximum Allowed)[3]		
Use Class	**Within 1/4 Mile of Frequent Transit or in a TOD Focus Area**	**In a Center, Not Within 1/4 Mile[1] of Frequent Transit, Not in a TOD Focus Area**	**All Other Locations**
All other general sales or service	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
Arts, Entertainment, and Recreation			
Arts, entertainment, recreation, and assembly	1,000 sq. ft. gfa (1.0, adequate to accommodate typical use)	1,000 sq. ft. gfa (2.0, adequate to accommodate typical use)	1,000 sq. ft. gfa (2.0, adequate to accommodate typical use)
Golf course			Adequate to accommodate typical use
Natural and other recreational parks	1,000 sq. ft. land area (0, adequate to accommodate typical use)	1,000 sq. ft. land area (0, adequate to accommodate typical use)	1,000 sq. ft. land area (0, adequate to accommodate typical use)
Adult entertainment facilities	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Water enjoyment use	No requirement	No requirement	No requirement
Piers, docks, floats, and other water-oriented accessory structures	No requirement	No requirement	No requirement
Education, Public, Health, and Other Institutions			
Education, government, health care and other institutions	1,000 sq. ft. gfa (0, adequate to	1,000 sq. ft. gfa (0, adequate to	1,000 sq. ft. gfa (2.0, adequate to accommodate typical use)

	Parking Ratio: Unit of Measure (Minimum Required, Maximum Allowed)[3]		
Use Class	**Within 1/4 Mile of Frequent Transit or in a TOD Focus Area**	**In a Center, Not Within 1/4 Mile[1] of Frequent Transit, Not in a TOD Focus Area**	**All Other Locations**
	accommodate typical use)	accommodate typical use)	
Day care center	Employee on maximum shift (0, 1.0)	Employee on maximum shift (0 ~~0.5~~, 1.0)	Employee on maximum shift (0 ~~0.5~~, 1.0)
Family day care provider	No requirement	No requirement	No requirement
Faith-based and funerary	Assembly uses: 1,000 sq. ft. gfa (5.0, 10.0) or fixed seats (0.1, 0.2) All other uses: 1,000 sq. ft. gfa (1.0, 3.0)	Assembly uses: 1,000 sq. ft. gfa (5.0, 10.0) or fixed seats (0.1, 0.2) All other uses: 1,000 sq. ft. gfa (2.0, 3.0)	Assembly uses: 1,000 sq. ft. gfa (7.5, 10.0) or fixed seats (0.1, 0.2) All other uses: 1,000 sq. ft. gfa (2.0, 5.0)
Secure community transition facility	Adequate to accommodate typical use	Adequate to accommodate typical use	Adequate to accommodate typical use
All other uses	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Manufacturing and Wholesale Trade			
Manufacturing and wholesale trade	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)

	Parking Ratio: Unit of Measure (Minimum Required, Maximum Allowed)[3]		
Use Class	**Within 1/4 Mile of Frequent Transit or in a TOD Focus Area**	**In a Center, Not Within 1/4 Mile[1] of Frequent Transit, Not in a TOD Focus Area**	**All Other Locations**
Artisanal manufacturing, retail sales, and service	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
Cannabis processing	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
All other uses	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Transportation, Communication, and Utilities			
All uses except those below	1,000 sq. ft. fga (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)	1,000 sq. ft. gfa (2.0, 5.0)
Rapid charging station; local utilities; regional utilities; wireless communication facilities; automobile parking facilities; heliport; float plane facility	No requirement	No requirement	No requirement
Agriculture			
All uses	No requirement	No requirement	No requirement
Other			
Construction-related business	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Mining and extraction establishment	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)

	Parking Ratio: Unit of Measure (Minimum Required, Maximum Allowed)[3]		
Use Class	**Within 1/4 Mile of Frequent Transit or in a TOD Focus Area**	**In a Center, Not Within 1/4 Mile[1] of Frequent Transit, Not in a TOD Focus Area**	**All Other Locations**
Wetland mitigation banking	No requirement	No requirement	No requirement

1 Distance to frequent transit is measured as the walking distance from the nearest property edge to the nearest station or stop with frequent transit.

~~1~~ 2 There is no minimum off-street parking requirement for middle housing located within one-half mile of a major transit stop as defined in RCW 36.70A.030 or its successor.

3 There is no minimum off-street parking requirement for the following uses or structure types in accordance with RCW 35A.21.445 and RCW 36.70A.817 or their successors:

a. Single-family or middle housing residences under 1,200 square feet.

b. Affordable housing as defined in RCW 36.70A.030 or its successor.

c. Senior housing (defined as retirement residence in RZC 21.78.270).

d. Ground-level non-residential spaces in mixed-use buildings.

e. Buildings that meet passive house requirements as defined in RCW 36.70A.817 or its successor.

f. Modular construction as defined in RCW 36.70A.817 or its successor.

g. Mass timber construction as defined in RCW 36.70A.817 and RCW 19.27.570 or their successors.

2. All multifamily and nonresidential development over 1,000 square feet of gross floor area must include at least two accessible parking spaces, even if doing so would exceed the required off-street parking minimums or maximums or exceed Americans with Disabilities Act (ADA) requirements. In the case where an accessible space would exceed ADA requirements, the Administrator may approve designating adjacent on-street parking as a designated accessible space in lieu of providing an on-site space. Existing on-street spaces that are designated as accessible can be counted toward the requirements of this subsection. The Administrator may waive the requirements to provide accessible parking in excess of ADA requirements if the Administrator determines that requiring the spaces would (a) not meet the nexus and rough proportionality tests as described in RZC 21.17.010.B.2, or (b) substantially impact the feasibility of the project.

3. The Administrator may approve alternative minimum parking requirements for specific uses on specific development sites where the land use permit applicant demonstrates, through a parking study prepared by a qualified expert, that the alternative requirement will provide sufficient parking to serve the specific use without adversely impacting other uses and streets in the vicinity. The Administrator may require the recording of a covenant or other instrument restricting the use of the property to the specific use for which the alternative minimum parking requirement was approved. Where a parking study does not demonstrate that available parking stalls will adequately serve the proposed use, reductions below the minimum requirement may be approved if a mobility management program that effectively reduces parking demand as provided in RZC 21.52.020, Mobility Management Program, is approved and recorded with the property.

The Technical Committee may require alternative parking programs if there is a need to reduce overall parking to alleviate significant adverse environmental impacts.

4. Required parking may be provided off site within 600 feet of the site, unless otherwise approved by the Administrator, when secured by an easement.

E. ***Design Requirements for Parking Facilities.*** … *Administrative note: there are no changes to subsections E through H.*

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H. ***Construction Parking Requirements and Contact Information.*** …

Exhibit 11:Chapter 21.48

TRANSFER OF DEVELOPMENT RIGHTS (TDR) PROGRAM

Sections:

21.48.010 Transfer of Development Rights Program.

21.48.020 Transfer of Development Rights Procedures.

Administrative note: there are only changes to section 010.

21.48.010 Transfer of Development Rights Program.

A. ***Purpose.*** The purpose of Redmond's Transfer of Development Rights (TDR) Program is to advance Comprehensive Plan goals and policies that address the protection of environmentally critical areas, historic resources (including archeological resources), and open spaces~~, and the ability to provide affordable housing,~~ by transferring the right to develop on the land needing protection to land more suitable for urban development.

B. ***Explanation of TDRs.*** … *Administrative note: there are no changes to subsection B.*

C. ***Sending Area Properties.***

1. Land is eligible if it complies with all of the criteria for at least one of the eligibility categories as described in Table 21.48.010A, Eligibility Categories and Criteria, and with all of the criteria in RZC 21.48.010.C.2.

Table 21.48.010.A
Eligibility Categories and Criteria

Eligibility Category	Eligibility Criteria
Urban Recreation	A. Located in the UR zone; and B. Wholly undeveloped or in agricultural or recreational use.

Table 21.48.010.A
Eligibility Categories and Criteria

Eligibility Category	Eligibility Criteria
Historic	A. Listed on the Redmond Historic Resource Register; or B. Otherwise eligible under RZC Chapter 21.30, Historic and Archeological Resources.
Environmentally Critical Area	A. Located in one or more of the following areas: 1. Species Protection Area; 2. Category I or Category II wetland or wetland buffer; 3. Class I or Class II stream or stream buffer; 4. Landslide hazard area or buffer; 5. Contiguous forest community characterized by a qualified arborist or ecologist as: a. Having three layers of vegetation – canopy, subcanopy/shrub, and herb – dominated by native species; and b. Having at least 20 percent of canopy trees estimated to be at least 50 years of age; and c. Measuring at least one acre; and B. Wholly undeveloped, or partially undeveloped or vacant, where the Administrator determines that eligible environmentally critical areas listed in (A) above could be maintained without compromising the ecological functions and values of those critical areas.

Table 21.48.010.A Eligibility Categories and Criteria	
Eligibility Category	**Eligibility Criteria**
~~Affordable Housing~~	

2. The following criteria must also be met:

a. The land's development rights or development capacity shall not have been exhausted, sold, or transferred; or limited by easements, deed restrictions, equitable servitudes, or similar measures to any of the following:

i. Agriculture, recreation, open space; or

ii. Preservation of environmentally critical areas and their buffers, as described in Table 21.48.010A, through means including, but not limited to, a Native Growth Protection Area or open space easement.

b. The land shall not have been granted a reasonable use exception under RZC 21.76.070.U, Reasonable Use Exception (Critical Areas/Hazardous Liquid Pipelines, etc.). Nothing in this chapter shall require that a reasonable use exception granted under the reasonable use provision equal the economic value of the TDRs granted under this chapter.

c. The land shall not be part of any property the Comprehensive Plan designates for use as a collector, arterial street, or highway.

D. ***Receiving Area Properties.*** … *Administrative note: there are no changes to subsection D.*

E. ***Calculating Development Rights.*** … *Administrative note: there are no changes to subsection E.*

F. ***Use of Development Rights.***

1. Each development right may be used as a right for any one of the following, subject to the limitations of this chapter and other zoning code chapters:

a. To authorize an additional 8,712 square feet of gross floor area;

b. To increase the maximum impervious surface or maximum lot coverage by 8,712 square feet; provided, that the total increase does not exceed 10 percent of the allowed maximum square footage for the site; or

c. To increase the height of a structure, including above-ground structured parking, by one story across each 8,712-square-foot increment of gross floor area or parking floor plate, except as permitted in RZC 21.48.010.F.2. ~~or by two stories in a TOD focus area. In no case shall total building height be greater than two stories above the height allowed by the underlying zone except as permitted as part of the Overlake incentive package (RZC Chapter 21.55); the~~ The height bonus shall not apply to structures within the shoreline jurisdiction or within the Downtown height limit overlay areas (Table 21.10.200, note 2).

2. In TOD focus areas (see RZC Chapter 21.05), maximum height may be increased by up to two stories above the height allowed by the underlying zone using development rights. Additional height can also be earned by combining development rights with the incentives available in RZC Chapter 21.55.

3 ~~2~~. A fraction of a development right shall be entitled to the corresponding fraction of any of the above.

4 ~~3~~. A land use application using transferred development rights shall contain a statement describing the amount of the development rights proposed to be used and how the development rights are proposed to be used. (Ord. 2614; Ord. 2709; Ord. 2803; Ord. 3186; Ord. 3220)

Exhibit 12:

Chapter 21.55

DEVELOPMENT INCENTIVE PROGRAM

Sections:

21.55.0050 Purpose.
21.55.0100 Applicability and Implementation.
21.55.0150 Incentive Review Procedures.
21.55.200 Affordable Housing.
21.55.300 Green Building Incentives.
21.55.400 Inclusive Design.
21.55.500 Building Site, Form, Uses.
21.55.600 Open Space, Public Art, and Public Amenities.
21.55.1000 Catalyst Projects.
21.55.2000 Community Priority Bonus Tracks.
21.55.3000 Development Agreement.
21.55.4000 Bonuses Earned.
21.55.4100 Overlake Bonuses.
21.55.4200 Bonuses By Zone.
21.55.5000 Supplemental Requirements.
21.55.6000 Restrictions and Penalties.

[Edits in Section 4100 only. No other section with edits.]

...

21.55.4100 Overlake Bonuses.

A. Thresholds for bonuses earned are discounted for the first five years after adoption to help facilitate the transition to mass timber and tower developments, as well as accelerating the implementation of the Redmond 2050 vision established in the Redmond Comprehensive Plan. The maximum bonus is achievable at 200 points during this initial phase but will be raised incrementally over time to no more than 400 points.

B. ***Outside the Overlake TOD Focus Area and in OUMF Zone.*** Bonuses earned outside the TOD Focus Area and in the OUMF zone have the following threshold and maximums. Where points earned are fractional, they shall be rounded to the nearest whole number to determine bonuses earned.

Table 21.55.4100.B. Bonuses in Overlake, Outside of TOD Focus Area or ~~and~~ in OUMF Zone

Points Earned	FAR	Max Building Height		OTHER BONUSES EARNED
		OBAT (mixed-use/non-residential)	OUMF	
1 – 50	0.02 ~~Per calculation~~	160 ft./135 ft.	100 ft.	
51 – 100	0.02 ~~Per calculation~~	175 ft./150 ft.	115 ft.	
101 – 150	0.02 ~~Per calculation~~	190 ft./165 ft.	130 ft.	Projects earning over 100 points may combine the transfer of development rights program with the incentive program
151 – 200	0.02 ~~Per calculation~~	210 ft./180 ft.	145 ft.	
Over 200 points	0.02 Max FAR of 9.5	230 ft./200 ft.	160 ft.	

C. Inside the Overlake TOD Focus Area.

Table 21.55.4100.C. Bonuses in Overlake, Inside the TOD Focus Area

Points Earned	FAR	Max Building Height	Other Bonus Earned
1 – 50	0.02	180 ft.	

Points Earned	FAR	Max Building Height	Other Bonus Earned
	~~Per calculation~~		
51 – 100	0.02 ~~Per calculation~~	200 ft.	
101 – 150	0.02 ~~Per calculation~~	240 ft.	Projects earning over 100 points may combine the transfer of development rights program with the incentive program
151 – 200	0.02 ~~Per calculation~~	280 ft.	
Over 200 points	No FAR restrictions	300 ft.	If top floor is amenity space, may exceed 320 ft. by one additional story (see note 4 of Table 21.55.500), not to exceed 30 stories

(Ord. 3220)

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Exhibit 13:

Chapter 21.74

LAND DIVISION

Sections:

21.74.010 General Provisions.

21.74.020 Land Division Standards.

21.74.030 Decision Criteria and Procedures.

21.74.010 General Provisions.

A. ***Purpose.*** ... *Administrative note: no changes to subsection A*

B. ***Scope.***

1. *Compliance.* All division and redivision of land into lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership shall comply with the requirements of this chapter except where specifically exempted herein. Subdivisions, short subdivisions, administrative lot splits, binding site plans, boundary line adjustments, unit lot subdivisions, plat alterations, and plat vacations are all considered divisions or redivisions of land for purposes of this chapter.

2. *Exemptions.* The following divisions of land are exempt from the provisions of this chapter except where expressly indicated.

a. *Cemeteries.* Cemeteries and other burial plots, while used for that purpose;

b. *Testamentary Divisions.* Divisions made by testamentary provisions or the laws of descent; provided, that a map is recorded with King County Records and Elections at the time the land is divided and that all lots created must meet all requirements of this chapter;

c. *Right-of-Way Acquisition and Condemnation.*

i. A division of land relating to the acquisition or exchange of land by public agencies, for public use except human occupancy, including but not limited to subdivisions made for road construction purposes;

ii. A division of land for the sole use of the installation of linear utility facilities, such as electric power lines, telephone lines, water supply lines, sewer service lines, cable lines, or other utility facilities of a similar or related nature;

iii. Division of land due to condemnation or sale under threat thereof by an agency or division of government vested with the power of condemnation; if sale is made under threat of condemnation, such threat must be evidenced by the government agency filing an affidavit so stating with the King County Auditor;

d. A division for the purpose of leasing land for facilities providing personal wireless services while used for this purpose.

e. A division of land into lots or tracts of less than three acres that is recorded in accordance with RCW Chapter 58.09, and is used or to be used for the purpose of establishing a site for construction and operation of consumer-owned or investor-owned electric utility facilities. This subsection does not exempt a division of land for electric utility facilities from any other provision of this chapter. Furthermore, this subsection only applies to electric utility facilities that will be placed into service to meet the electrical needs of a utility's existing and new customers.

C. ***Compliance.*** … *Administrative note: no changes to subsection C*.

21.74.020 Land Division Standards.

A. ***Lot Standards.*** … *Administrative note: no changes to subsections A through M.*

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M. ***Transfer and Development of Lots Not Divided According to This Chapter.*** …

N. ***Administrative Lot Split Standards.*** Eligibility standards unique to Administrative Lot Splits are found in RZC 21.74.030.D.

21.74.030 Decision Criteria and Procedures.

A. ***Application Submittal Requirements.***

1. *Scope.* This section sets forth the requirements that must be met in order for applications for approvals governed by this chapter to be considered complete.

2. *Preliminary Subdivisions.* In order to be considered complete, each application for preliminary subdivision approval shall contain the following:

a. A completed general application form and project contact form;

b. The required application fees;

c. A small-scale vicinity map (suitable for public notice purposes);

d. A completed SEPA/CAO fee worksheet;

e. A CAO report, if required in RZC Chapter 21.64, Critical Areas Regulations;

f. For large sites, key plat map showing the entire site on one large sheet;

g. A set of preliminary plat plans showing the proposed layout of all lots, tracts, parcels, and streets;

h. A preliminary stormwater report;

i. A SEPA application form, together with a completed City of Redmond SEPA checklist;

j. A traffic study, if required by the City ~~Public Works Department~~;

k. A title report or plat certificate for all parcels involved;

l. Density calculations indicating maximum and minimum density requirements for the proposal and including density bonus calculations, if applicable;

m. A transportation certificate of concurrency or, if no such certificate has been issued at the time of application, a transportation concurrency application that contains all information required for a transportation concurrency determination under RZC 21.52.010, Transportation Concurrency;

n. A reduced site plan showing proposed lot layout (suitable for public notice purposes); and

o. A tree preservation plan if trees are proposed to be removed as part of the proposal.

3. *Short Subdivisions.* In order to be considered complete, each application for short subdivision approval shall contain all of the items listed in RZC 21.74.030.A.2 for a preliminary subdivision application, except that the key plat map referred to in RZC 21.74.030.A.2.f and the traffic study referred to in RZC 21.74.030.A.2.j shall not be required.

4. *Binding Site Plans.* In order to be considered complete, each application for binding site plan approval shall contain all of the items listed in RZC 21.74.030.A.2 for a preliminary subdivision application. In addition, the binding site plan application shall contain the following:

a. A topography map, labeled "Topography Map";

b. A written explanation of any modification sought from code standards, labeled "Modification Sought from Code Standards";

c. Draft covenants, conditions and restrictions labeled "CC&Rs" or any other restrictions or easements that may apply; and

d. A drawing showing all existing and proposed utilities.

5. *Authority of Administrator.* The Administrator is hereby authorized and directed to provide more detailed requirements for each of the items required for the submittal of complete preliminary subdivision, short subdivision, and binding site plan applications, including size, scale, number of copies, and content. The Administrator shall administratively adopt application submittal requirements for all other applications made under this chapter, including but not limited to applications for boundary line adjustments, final plat approval, final short plat approval, plat alterations, and plat vacations.

B. ***Decision Criteria for Approval of Short Subdivisions, Binding Site Plans, Unit Lot Subdivisions, and Preliminary Subdivisions.*** *... Administrative note: no changes to subsection B.*

C. ***Decision Criteria for Approval of Final Subdivisions.*** *... Administrative note: no changes to subsection C.*

D. Administrative Lot Split Procedures

1. Approval Process. Administrative Lot Splits must follow the procedures established in RZC 21.76.050.F, for a Type I review, and criteria established by RCW 58.17.145.

2. Decision by the Administrator. The Administrative Lot Split may be approved by the Administrator provided the following criteria is met:

a. Exactly one newly created lot results from the split.

b. Both the parent lot and the newly created lot meet the minimum lot size of the applicable zone (see RZC Article II).

c. The parent lot is in a zone that allows residential use.

d. If demolition/alteration would displace an existing residential tenant renter, the application must include a displacement mitigation strategy (e.g., relocation assistance).

e. Prior to recording, access and utility rights are granted or conveyed as necessary to serve the maximum number of dwellings allowed, acknowledging that rights may be reduced at building-permit stage if fewer units are built.

f. The newly created lot meets minimum density requirements if located in a zone with a minimum density requirement.

g. The lot is buildable under all applicable regulation. Lots rendered unbuildable by critical areas, shoreline, stormwater, setbacks, impervious surface, or building coverage standards are not eligible for administrative lot split.

h. If a lot split results in a newly created lot or lots with a lot size that would allow for further land division, any lot with sufficient lot size is not eligible to be divided through a lot split under this section but may be eligible for further division through another applicable land-division process under RZC 21.74.

i. Any construction on the newly created lot is subject to all existing state and local laws including those specified in this section. Nothing in this section modifies the requirements for approval of residential building permits in chapter 19.27 RCW.

j. Where an application does not meet the eligibility criteria of this section, the applicant may seek approval under other land division processes under RZC 21.74.

3. Recording. All administrative lot splits shall be recorded in compliance with the following:

a. All Administrative Lot Splits must be recorded surveys consistent with the requirements of RCW Chapter 58.09 and WAC Chapter 332-130, with a notation that future Administrative Lot Splits on either lot are prohibited.

b. Fees and Recording Procedure. Prior to recording, the applicant shall submit the original short subdivision drawings to the City for signatures.

c. Recording Required. No short subdivision shall be recorded unless approved as provided in this chapter. Further, recording shall not be authorized unless and until the required short subdivision improvements have been completed or a performance assurance has been posted to ensure completion as provided in RZC 21.76.090.F, Performance Assurance. A copy of an approved short subdivision shall be filed for record with the King County Department of Records and Elections, and one reproducible copy shall be furnished to the City Engineer.

Administrative note: the remaining subsections of section 030 are re-lettered to accommodate new subsection D above. All references to re-lettered subsections throughout the RZC are updated.

E ~~D~~. ***Short Subdivision Procedures.***

1. *Approval Process.* Short subdivisions shall follow the procedures established in RZC 21.76.050.G, for a Type II review.

2. *Decision by the Technical Committee.* Each final decision of the Technical Committee shall be in writing and shall include findings and conclusions based on the record to support the decision. The decision made by the Technical Committee shall be given the effect of an

administrative decision and may be appealed in accordance with RZC 21.76.060.E, Technical Committee Decisions on Type II Reviews.

3. *Effect of Approval.* Approval of the short subdivision shall constitute authorization for the applicant to develop the short subdivision facilities and improvements, upon review and approval of construction drawings by the City ~~Public Works Department~~. All such facilities and improvements shall be completed or have a performance assurance posted to assure completion as provided in RZC 21.76.090.F, Performance Assurance, prior to recording of the short subdivision. All development of a short subdivision shall be subject to any conditions imposed by the City on the short subdivision approval.

4. Short subdivision approval shall expire pursuant to the following:

   a. Two years from the date of the Technical Committee notice of decision if the short plat has not been recorded. A single one-year extension may be granted by the Technical Committee if the applicant has attempted in good faith to submit the final short plat within the two-year period; provided, however, that the applicant must file a written request for extension at least 30 days prior to expiration of the two-year period.

5. *Recording.* All short subdivisions shall be recorded in compliance with the following:

   a. *Fees and Recording Procedure.* Prior to recording, the applicant shall submit the original short subdivision drawings to the City ~~Public Works Engineering Department~~ for signatures.

   b. *Recording Required.* No short subdivision shall be recorded unless approved as provided in this chapter. Further, recording shall not be authorized unless and until the required short subdivision improvements have been completed or a performance assurance has been posted to ensure completion as provided in RZC 21.76.090.F, Performance Assurance. A copy of an approved short subdivision shall be filed for record with the King County Department of Records and Elections, and one reproducible copy shall be furnished to the City Engineer.

6. *Restriction on Further Division.* Land within an approved and recorded short subdivision may not be further subdivided within a period of five years from the date of final approval if such further division would result in more than nine lots within the original short

subdivision boundaries. Any division that would result in more than nine lots within the original short subdivision within the five-year period may be accomplished only by following the process for preliminary and final subdivision approval set forth in RZC 21.74.030.E, Preliminary Subdivision Procedures, and RZC 21.74.030.G, Final Subdivision Procedures.

F ~~E~~. ***Preliminary Subdivision Procedures.***

1. *Approval Process.* Preliminary subdivisions shall follow the procedures established in RZC 21.76.050.H, Type III Review.

2. *Effect of Preliminary Subdivision Approval.* Approval of the preliminary subdivision shall constitute authorization for the applicant to develop the subdivision facilities and improvements upon review and approval of construction drawings by the City ~~Public Works Department~~. All development shall be subject to any conditions imposed by the Hearing Examiner.

3. *Time Limits – Approval Within 90 Days.* A preliminary subdivision shall be approved, approved with conditions, denied, or returned to the applicant for modification or correction within 90 days from the date of filing of a complete application unless the applicant agrees to an extension of the time period in writing; provided, that should an environmental impact statement (EIS) be required per RCW 43.21C.030, Guidelines for State Agencies, Local Governments, the 90-day period shall not include the time spent in preparing and circulating the EIS by the City. A preliminary subdivision application shall not be deemed "filed" until all of the requirements for a complete application established by RZC 21.74.030.A, Application Submittal Requirements, have been met.

4. *Limitation on Preliminary Approval.*

   a. Final approval of a subdivision must be acquired within seven years of preliminary plat approval if the date of preliminary plat approval is on or before December 31, 2014, and within five years of the date of preliminary plat approval if the date of preliminary plat approval is on or after January 1, 2015, after which time the preliminary plat approval is void.

   b. Final approval of a subdivision must be acquired within 10 years of preliminary plat approval if the date of preliminary plat approval is on or before December 31, 2007,

and not subject to the requirements of RCW Chapter 90.58, the Shoreline Management Act, after which time the preliminary plat approval is void.

c. The Hearing Examiner may grant an extension of the time periods set forth in RZC 21.74.030.E.4.a and E.4.b for one year if the applicant has attempted in good faith to submit the final plat within the required time period; provided, however, the applicant must file a written request with the Planning Department requesting the extension at least 30 days before expiration of the required time period.

G ~~F~~. ***Modifications to Preliminary Subdivisions.*** … *Administrative note: no changes to subsection G.*

H ~~G~~. ***Final Subdivision Procedures.***

1. *Time Limits.* A final plat application shall be approved, denied, or returned to the applicant for modification or correction within 30 days from the date of filing unless the applicant consents to an extension of such time period.

2. *Review by ~~City~~ Engineer.* A ~~The City Engineer or a~~ licensed professional engineer acting on behalf of the City shall review the survey data, layout of lot lines, streets, alleys and other rights-of-way, design of bridges, and utility systems improvements, including storm drainage, water, and sanitary sewer.

3. *Findings by ~~City~~ Engineer.* A ~~The City Engineer or other~~ professional engineer acting on behalf of the City shall convey their findings to the Technical Committee ~~City Council~~. The engineer shall assure that:

a. The proposed final plat meets all standards established by state law and this section relating to the final plat's drawings and subdivision improvements;

b. The proposed final plat bears the certificates and statements of approval required by this section;

c. A current title insurance report furnished by the subdivider confirms the title of the land in the proposed subdivision is vested in the name of the owners whose signatures appear on the final plat;

d. The legal description of the plat boundary on the current title insurance report agrees with the legal description on the final plat;

e. The facilities and improvements required to be provided by the subdivider have been completed or, alternatively, that the subdivider has provided a surety in an amount commensurate with improvements remaining to be completed, as provided in RZC 21.76.090.F, Performance Assurance;

f. The surveyor has certified that all survey monument lot corners are in place and visible; and

g. The final plat contains a dedication to the public of all common improvements, including but not limited to streets, roads, sewage disposal systems, storm drainage systems, and water supply systems which were a condition of approval. The intention to dedicate shall be evidenced by the owner's presentment of a final plat showing the dedication, and the acceptance by the City shall be evidenced by the approval of the final plat.

4. *Review* – Administrative Approval ~~City Council~~. The Technical Committee ~~City Council~~ shall review the final plat ~~at a public meeting~~, according to the decision criteria for final plats set forth in RZC 21.74.030.C, Decision Criteria for Approval of Final Subdivisions. ~~No public hearing shall be required. Notice of the public meeting at which the final plat will be considered will be mailed to the applicant and to any person who was a party of record to the preliminary plat proceedings at least 10 days in advance of the meeting.~~ If the Technical Committee ~~City Council~~ approves the final plat, the Administrator, Public Works Director, and City Engineer ~~Mayor~~ shall be authorized to inscribe and execute the written approval on the face of the plat map. If the Technical Committee ~~City Council~~ denies the final plat, the final plat will be returned to the applicant with reasons for denial and conditions for compliance.

5. *Recording.* All final plats shall be recorded in compliance with the following:

a. *Fees and Performance Assurance.* Prior to recording, the applicant shall submit the original final plat drawings to the City ~~Public Works Department~~ together with the plat checking fees. Unless all required improvements have been constructed prior to final plat approval, the applicant shall also submit all required performance assurances to guarantee completion of the improvements as required by RZC 21.76.090.F, Performance Assurance.

b. *Recording Required.* No final plat shall be recorded unless approved as provided in this section. The original of an approved final plat shall be filed for record with the King County Department of Records and Elections.

c. *Time Limit.* All final plats shall be recorded within 120 days after Technical Committee ~~final~~ approval ~~is granted by the City~~. Approval shall expire if the final plat is not recorded within this period.

6. *Valid Land Use.* As required by RCW 58.17.170, Written Approval of Subdivision, a subdivision shall be governed by the terms of the approval of the final plat, and any lots created shall be a valid land use for a period of not less than five years from date of filing, unless the Technical Committee ~~City Council~~ finds that a change in conditions in the subdivision creates a serious threat to the public health or safety.

I ~~H~~. ***Unit Lot Subdivisions.***

1. *Applicability.* The provisions of this section apply exclusively to the unit lot subdivision of land for existing or new attached or detached dwelling units, in which no dwelling units are stacked on another dwelling unit or other use. The purpose is to allow for the creation of lots for the individual ownership of these types of housing units while applying only those site development standards applicable to the parent lot as a whole. ~~that have land use approval through RZC 21.76.070.Y, Site Plan Entitlement; RZC Chapter 21.67, Green Building Program (GBP); and RZC 21.76.070.P, Master Planned Development.~~

2. *Approval Process.* A unit lot subdivision for new developments shall follow the procedures established in RZC 21.76.050.G, Type II Review~~, if nine or fewer unit lots are proposed~~. ~~Preliminary unit lot subdivisions shall follow the procedures established in RZC 21.76.050.H, Type III Review, if 10 or more unit lots are proposed.~~ Final unit lot subdivisions of 10 or more lots shall follow the procedures established in RZC 21.74.030.G, Final Subdivision Procedures, for final plats. Existing developed lots, where structures comply with all standards applicable to the parent lot, shall follow the procedures established in RZC 21.76.050.F, Type I Review.

a. The approval procedures shall not require any public pre-decision meeting or hearing, nor any design review other than administrative design review.

3. *Compliance With Prior Approvals.* Sites developed or proposed to be developed with single-family attached dwelling units may be subdivided into individual unit lots as provided herein. The development as a whole shall conform to the regulations of the zone

that the site is located in and to the plans that were granted approval through provisions of this code~~, either: RZC 21.76.070.Y, Site Plan Entitlement; RZC Chapter 21.67, Green Building Program (GBP); or RZC 21.76.070.P, Master Planned Development~~.

a. Portions of the parent site not subdivided for individual unit lots shall be owned in common by the owners of the individual unit lots, by a homeowners' association comprised of the owners of the individual unit lots located within the parent site, or by a community land trust.

4. Development on individual unit lots is not required to conform with all development standards that typically apply to individual lots as long as the parent lot conforms to all such development standards. Each unit lot shall comply with applicable building codes. Fire protection for the buildings shall be based on the aggregate square footage on the parent lot.

5. Internal vehicular courts and driveways providing vehicular access to unit lots in the subdivision from public streets shall not be considered public or private streets when considering unit lot subdivisions.

6. Subsequent ~~platting~~ subdivision actions, additions, or modification to the structure(s) may not create or increase any nonconformity of the parent lot as a whole, and shall conform to the approved unit lot housing development project or to the land use and development standards in effect at the time of the proposed actions, additions, or modifications.

~~7. Access easements, joint use and maintenance agreements, and covenants, conditions, and restrictions (CC&Rs) identifying the rights and responsibilities of property owners and/or the homeowners' association shall be executed for use and maintenance of common garage, parking, and vehicle access areas; underground utilities; common open space, such as common courtyard open space; exterior building facades and roofs; and other similar features, shall be recorded with the King County Department of Records and Elections.~~

8. Within the parent lot, required parking for a dwelling unit may be provided on a different unit lot than the lot with the dwelling unit, as long as the right to use the parking is formalized by an easement recorded with the King County Department of Records and Elections.

9. The minimum residential density required for unit lot subdivision in the Downtown Core zone shall be 35 dwelling units per acre. There shall be no minimum residential density requirements for unit lot subdivisions elsewhere in the City unless required by the zone in which the site is located.

10. Notes shall be placed on the face of the plat or short plat as recorded with the King County Department of Records and Elections to acknowledge the following:

a. Approval of the design and layout of the unit~~s on each of the lots~~ lot's housing development project was granted based on detailed ~~by the~~ review of that specific project ~~the development~~, as a whole, on the parent lot, including specific reference to the applicable permit or file number for that specific project. The title of the plat shall include the phrase "Unit Lot Subdivision". ~~by RZC 21.76.070.Y, Site Plan Entitlement; RZC Chapter 21.67, Green Building Program (GBP); or RZC 21.76.070.P, Master Planned Development, stating the subject file application number.~~

b. Development, redevelopment, or rehabilitation of structures on each unit lot is subject to review and approval of plans that are consistent with the design of the surrounding structures on the parent lot as approved by the City through subject file number as stated in RZC 21.74.030.H.10.a.

c. Access easements, joint use and maintenance agreements, and covenants, conditions, and restrictions (CC&Rs) identifying the rights and responsibilities of property owners and/or the homeowners' association shall be executed for use and maintenance of common garage, parking, and vehicle access areas; underground utilities; common open space, such as common courtyard open space; exterior building facades and roofs; and other similar features.

d. Additional development of the individual lots may be limited as a result of the application of development standards to the parent site.

11. *Repealed by Ord. 3220. Repealed.*

J ~~I~~. ***Subdivision Vacations.*** *Administrative note: no changes to subsection J.*

K ~~J~~. ***Subdivision Alterations.***

1. *Scope.* This section establishes the procedures to be used for subdivision alterations under RCW 58.17.215 through 58.17.218.

2. *Approval Process.* Subdivision alterations shall follow the procedures established in RZC 21.76.050.J, Type V Review.

3. *Application Requirements.* An application for alteration of a subdivision shall meet the submittal requirements established by the Administrator, and shall contain the signatures of those persons having an ownership interest in the majority of the lots, tracts, parcels, sites, or divisions in the subject subdivision or portion to be altered, and other application submittal materials as required. If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the alteration would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants; provided, that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the alteration.

4. *Hearing Required.* The City Council shall conduct a public hearing on the application for a subdivision alteration.

5. *Decision Criteria.* The City Council shall approve the application for alteration of the subdivision or approve the application with conditions if it determines that the public use and interest will be served by the alteration. The City Council shall deny the application for alteration if it finds that the public use and interest will not be served by the alteration.

6. After approval of the alteration, the applicant shall submit to the City a revised drawing of the approved alteration of the subdivision, which after signature of the approving authority shall be filed with the King County Department of Records and Elections to become the lawful plat of the property. The revised drawing shall be surveyed and prepared by a Washington State-licensed land surveyor.

7. The procedures set forth in RZC 21.74.030.J.1 through J.3 apply to subdivisions that have been recorded. A subdivision that has not yet been recorded and that has not expired may be altered upon approval by the Administrator as long as the alteration is consistent with the final plat approval granted by the City Council. In the event that the alteration is not consistent with that approval, alteration may be approved only by repeating the final plat approval process.

8. Administrative Easement Release. Notwithstanding the requirements of J.4 (public hearing) and J.5 (Council decision), the City may release an easement administratively if:

a. The easement is no longer needed for public use;

b. The City is the sole beneficiary of the easement; and

c. The release does not adversely affect public health, safety, or welfare.

The release shall be signed by the Mayor or their designee and documented with a revised plat or exhibit filed with the King County Recorder's Office or its successor agency.

L ~~K~~. ***Final Subdivision and Short Subdivision Corrections.***

1. *Public Dedication – Not Involved.* Amendments, alterations, modifications, and changes to recorded final subdivisions and short subdivisions that do not affect a public easement or other public dedication of land shall be accomplished only by one of the following methods:

a. File a new plat for the lots in question by following the full subdivision procedures of this chapter; or

b. File a short plat for lots in question by following the procedures of this chapter; or

c. File an application for an administrative modification or boundary line adjustment.

2. *Public Dedication – Involved.* Amendments, alterations, modifications, and changes to recorded final plats and short plats that do affect a public easement or other public dedication of land shall be accomplished by following the procedures of RZC 21.74.030.I, Subdivision Vacations, or RZC 21.74.030.J, Subdivision Alterations.

3. Administrative Public Easement Release. The City may administratively release a public easement that is no longer needed for public use. The Mayor or their designee is authorized to sign the release. The release requires:

a. Verification by the City that the easement is no longer required for public utilities, access, drainage, or other public purposes.

b. Submission of a revised surveyed plat or easement exhibit, prepared by a licensed Washington State surveyor, showing the easement removed.

c. Recording of a revised plat/exhibit with the King County Recorder's Office or its successor agency.

This process does not require a City Council hearing but may include notice to adjacent property owners at the discretion of the Administrator.

M ~~L~~. ***Binding Site Plans.***

1. *Scope.* This subsection establishes the procedures to be used for the division of land using the binding site plan process pursuant to RCW 58.17.035. For purposes of RZC 21.74.030.L, commercially zoned property includes property that is zoned to permit or conditionally permit any multifamily residential uses. Division of land using the binding site plan process is limited to:

a. Divisions for the sale or lease of commercial or industrial zoned property;

b. Divisions for the purpose of lease when no residential structures other than mobile homes or travel trailers are permitted to be placed on the land; and

c. Divisions of land into lots or tracts made under the provisions of the Horizontal Properties Regimes Act (RCW Chapter 64.32) or the Condominium Act (RCW Chapter 64.34).

2. *Approval Process.* Binding site plans shall follow the procedures established in RZC 21.76.050.G, Type II Review.

3. *Drawing Requirements.* Binding site plans shall be drawn at a scale no smaller than one inch equals 50 feet, unless a different scale is approved by the Administrator, and shall include:

a. The design of any lots and building envelopes and the areas designated for landscaping and vehicle use;

b. The areas and locations of all streets, roads, improvements, utilities, easements, open spaces, critical areas, and any other matters specified by the development regulations;

c. Inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the City of Redmond; and

d. Provisions requiring that any development shall comply with the approved site plan.

4. *Post-Approval Requirements.* The following requirements shall apply to proposals submitted under this subsection:

a. Approved binding site plans shall be submitted for recording with the King County Department of Records and Elections;

b. All provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the purchaser or any person acquiring a lease or other ownership interest of any lot, parcel, or tract created pursuant to the binding site plan. A sale, transfer, or lease of any lot, tract, or parcel that does not conform to the requirements of the binding site plan approval shall be considered a violation of this chapter.

c. All development shall be in conformity with the approved binding site plan and any existing or subsequent applicable permit approval. Each binding site plan document shall reference the requirement for compliance with any existing or subsequent permit approval.

d. Amendments to an approved binding site plan shall follow the process established in RZC 21.76.090.D, Administrative Modifications. Vacations of an approved binding site plan shall be made through the subdivision vacation process; and

e. Approved binding site plans may contain any easements, restrictions, covenants, or conditions as would a subdivision approved by the City.

N ~~M~~. ***Boundary Line Adjustments.*** … *Administrative note: there are no changes to subsection N.*

Exhibit 14:

Chapter 21.76

REVIEW PROCEDURES

Sections:

21.76.010 User Guide.
21.76.020 Overview of the Development Process.
21.76.030 Application Requirements.
21.76.040 Time Frames for Review.
21.76.050 Permit Types and Procedures.
21.76.060 Process Steps and Decision Makers.
21.76.070 Land Use Actions and Decision Criteria.
21.76.080 Notices.
21.76.090 Post-Approval Actions.
21.76.100 Miscellaneous.

Administrative note: there are no changes to sections 010, 020, 030, 040, 080, or 100.

21.76.050 Permit Types and Procedures.

Administrative note: there are no changes to subsections A or B.

A. ...

B. ...

C. ***Classification of Permits and Decisions – Table.*** The following table sets forth the various applications required and classifies each application by the process used to review and decide the application.

Type I – RZC 21.76.050.F:	Administrative Approval, Appropriate Department is Decision Maker

Type II – RZC 21.76.050.G:	Administrative Approval, Review and Decision by Technical Committee or Landmark Commission*
Type III – RZC 21.76.050.H:	Quasi-Judicial, Decision by Hearing Examiner or Landmark Commission*
Type IV – RZC 21.76.050.I:	Quasi-Judicial, Recommendation by Hearing Examiner, Decision by City Council
Type V – RZC 21.76.050.J:	Quasi-Judicial, Decision by City Council
Type VI – RZC 21.76.050.K:	Legislative, recommendation by Planning Commission, Decision by City Council

*For properties with a Designation of Historic Significance, refer to RZC 21.76.060.H,*Landmark Commission Determination/Decisions*.

Table 21.76.050B
Classification of Permits and Decisions

Permit Type	Process Type	RMC Section (if applicable)
Administrative Interpretation	I	
Administrative Lot Split	I	
Administrative Modification	I or II	
Alteration of Geologic Hazard Areas	III	
Binding Site Plan	II	
Boundary Line Adjustment	I	

Building Permit	I	RMC 15.08
Certificate of Appropriateness Level I	I	
Certificate of Appropriateness Level II	II	
Certificate of Appropriateness Level III	III	
Clearing and Grading Permit	I	RMC 15.24
Comprehensive Plan Map and/or Policy Amendment	VI	
Conditional Use Permit	III	
Development Agreement	V	
Electrical Permit	I	RMC 15.12
Essential Public Facility	IV	
Extended Public Area Use Permit	I	RMC 12.08
Flood Zone Permit	I	RMC 15.04
Historic Landmark Designation	III	
Home Business	I	
Hydrant Use Permit	I	RMC 13.16.020
International Fire Code Permit	I	RMC 15.06
Master Planned Development See RZC 21.76.070.P	II, III, IV or V	

Mechanical Permit	I	RMC 15.14
Plat Alteration	V	
Plat Vacation	V	
Plumbing Permit	I	RMC 15.16
Preliminary Plat	III	
Reasonable Use Exception See RZC 21.76.070.U	I, II, III, IV or V	
Right-of-Way Use Permit	I	RMC 12.08
Sewer Permit	I	RMC 13.04
Shoreline Conditional Use Permit	III	
Shoreline Exemption	I	
Shoreline Substantial Development Permit	II	
Shoreline Variance	III	
Short Plat	II	
Sign Permit/Program	I	
Site Plan Entitlement	II	
Special Event Permit	I	RMC 10.60
Structure Movement Permit I-IV	I	RMC 15.22

Temporary Use Permit (Long-Term)	V	
Temporary Use Permit (Short-Term)	I	
Tree Removal Permit	I	
Unit Lot Subdivision	I or II	
Variance	III	
Water Permit	I	RMC 13.08
Willows Rose Hill Demonstration Project	III	
Wireless Communication Facility Permit I	I	
Wireless Communication Facility Permit II	II	
Zoning Code Amendment-Zoning Map (consistent with Comprehensive Plan)	IV	
Zoning Code Amendment (text)	VI	
Zoning Code Amendment (that requires a Comprehensive Plan Amendment)	VI	

Administrative note: there are no changes to the remainder of section 050.

D. ...

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K. …

21.76.060 Process Steps and Decision Makers.

Administrative note: there are no changes to subsections A through C.

A. …

B. …

C. …

D. ***Director Decisions on Type I Reviews.***

1. *Type I Decision Makers.* Decisions on Type I applications are made by the appropriate department director or designee.

2. *Decision Criteria.* The decision of the department director shall be based on the criteria for the application set forth in this code, or in the applicable uniform or international code in the case of building and fire-related permits. The decision shall include any conditions necessary to ensure consistency with the applicable development regulations. The department director may consult with the Technical Committee or the Landmark Commission on any Type I application, but the final decision-making authority on such applications remains with the department director.

3. *Decision.* A written record of the director's decision shall be prepared in each case and may be in the form of a staff report, letter, the permit itself, or other written document indicating approval, approval with conditions, or denial. The decision shall be mailed as provided in RZC 21.76.080.G, *Notice of Final Decision*. See RZC 21.68.200.C.7.a for decisions on Shoreline Exemptions.

4. *Appeal.* Type I decisions may be appealed to the Hearing Examiner as provided in RZC 21.76.060.I, *Appeals to Hearing Examiner on Type I and II Permits*. All decisions are final upon expiration of the appeal period or, if appealed, upon the date of issuance of the Hearing Examiner's final decision on the appeal. Appeal decisions of the Hearing Examiner may be

appealed to the King County Superior Court as provided RZC 21.76.060.M. There are no administrative appeals of Type I Administrative Lot Split decisions pursuant to RCW 58.17.145.

Administrative note: there are no changes the remainder of section 060.

E. ...

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T. ...

21.76.070 Land Use Actions and Decision Criteria.

Administrative note: there are no changes to subsections A or B.

A. ...

B. ...

C. ***Administrative Design Flexibility.***

1. *Purpose.* The purpose of RZC 21.76.070.C is to promote creativity in site design, allow flexibility in the application of standards in certain zones, and to achieve the creation of sites and uses that may benefit the public by the application of flexible standards not otherwise possible under conventional development regulations.

2. *Scope.* Administrative design flexibility shall only be considered for adjusting standards in the categories listed below for each type of land use. Requests for adjustment to

standards not listed shall be processed as a variance as set forth in RZC 21.76.070.AB, *Variances*.

3. *Process Type.* Requests for administrative design flexibility shall be processed and decided as part of the decision on the underlying permit.

4. *Decision Criteria.*

a. *Criteria for Projects Other Than in Downtown, Overlake, or Marymoor Village Zones.*

i. *Criteria for Non-Single-Family Projects.*

A. Superiority in achieving the Comprehensive Plan neighborhood goals and policies, and superior design in terms of architecture, building materials, site design, landscaping, and open space. Projects shall seek to create greater amounts of privacy, maintenance of views, preservation of trees, preservation of historic resources, vegetation and habitat, and provide for adequate security.

B. The applicant must prove that the project meets the criteria outlined above, based on:

1. Measurable improvements, such as an increase in the number of trees saved, increased amount of open space, or increased landscaping area;

2. Objective improvements, such as increased solar access or increased privacy; and

3. Conceptual architectural sketches, showing two sketches (with and without administrative design flexibility), indicating the improvement gained by application of the administrative design flexibility.

ii. *Criteria for Additions or Modifications to Existing Single-Family Structures.*

A. The modification will not have a significant adverse impact on adjoining property owners;

B. The modification shall not be unduly injurious to property owners in the vicinity or their enjoyment of their property;

C. The request is due to special physical circumstances relating to the size, shape, topography, location, or surroundings of the subject property;

D. The project otherwise complies with the requirements of the Redmond Zoning Code.

5. *Residential Flexible Standards.* Administrative design flexibility in Neighborhood zones is limited to the following development standards:

a. *Setbacks.* Front, side, and rear setbacks may be reduced up to 20 percent; provided, that setbacks from Lake Sammamish shall not be eligible for design flexibility.

i. Setbacks may be reduced to five feet for legal nonconforming residential structures in the Neighborhood Multifamily zone that were constructed under the provisions of the Redmond Zoning Code in effect on or before December 31, 2024.

b. *Impervious Surface.* In the Neighborhood Multifamily zone, the impervious surface area can be increased an additional five percent.

6. *Commercial Flexible Standards.* Administrative design flexibility is limited to the Neighborhood Mixed-Use and Corridor Mixed-Use zoning districts. Administrative design flexibility is further limited to the following standards:

a. Lot coverage/impervious surface may be increased an additional five percent.

b. Minimum building setbacks may be reduced up to 20 percent.

7. *Business and Manufacturing Park Flexible Standards.* Administrative design flexibility is limited to the Business Park (BP), Manufacturing (MP) and Industrial (I) zones. Administrative design flexibility is further limited to the following standards:

a. Lot coverage/impervious surface may be increased an additional five percent.

b. Minimum building setbacks may be reduced up to 20 percent.

8. *Decision Criteria for Downtown, Overlake, and the Marymoor Village.*

a. Deviation from standards listed in RZC 21.76.070.C.8.b may be allowed if an applicant demonstrates that the deviations would result in a development that:

i. Better meets the intent of the goals and policies for the zone in which the site is located;

ii. Is superior in design in terms of architecture, building materials, site design, landscaping, and open space; and

iii. Provides benefit in terms of desired use and activity.

b. Standards that may be modified by application of administrative design flexibility are as follows:

i. *Parking Lot Location.* Requirements for the location of on-site parking may be modified within the development (except for parking within residential yard areas) to provide for greater joint-use and quasi-public parking opportunities and uses which are highly desirable in the subject design area.

ii. For Downtown, mid-block pedestrian walkways and vehicular lanes, per RZC 21.10.300, Public Realm Standards, and RZC Appendix 2A, Downtown Street Requirements, may be modified to allow variations in locations and minimum widths for these items to provide superiority in site design and function which benefits both the property owner and public.

iii. Street standards for attached dwelling unit subdivision developments.

iv. *Other Site Requirements and Standards.* All other site requirements and standards except **the following** ~~density, number of stories, and FAR~~ may be modified within the development to provide superiority in site design**:**

A. **Density**
B. **Number of stories**
C. **Required ground-level non-residential floor area in mixed-use zones; and**
D. **FAR.**

~~; i.e., greater~~

v. Examples of Superiority in Site Design. Examples of superiority in site design include but are not limited to the following:

A. ~~a~~ Amounts of privacy~~,~~

B. ~~m~~ Maintenance of views~~,~~

C. ~~g~~ Greater environmental benefit~~,~~

D. ~~d~~ Distinctive and high quality of design~~,~~

E. ~~i~~ Improved pedestrian access~~,~~

F. ~~p~~ Preservation of vegetation~~,~~

G. ~~p~~ Provision of usable open space~~, and~~

H. ~~a~~ Adequate light, air, and security~~.~~

D. ***Administrative Lot Splits.*** Decision criteria for administrative lot splits are found in RZC Article V.

Administrative note: with a new subsection D added above, the remainder of the subsections of section 070 are re-lettered. There are no changes to the remainder of section 070 except for re-lettering.

E ~~D.~~ ...

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AH. ~~AG.~~ ...

21.76.090 Post-Approval Actions.

Administrative note: there are no changes to subsections A or B.

A. ...

B. ...

C. ***Expiration of Vested Status of Type I, II, III, IV and V Permits and Approvals.***

1. *Type I, II, and III Permits and Approvals.*

a. The vested status of a Type I, II, or III permit or approval will expire as provided in RZC 21.76.090.C.1.b; provided, that:

i. Variances run with the land in perpetuity if recorded with the King County Recorder's Office, or its successor agency, within 90 days following the final decision of the City;

ii. Preliminary plats are subject to expiration under the terms of RZC 21.74.030.E, Preliminary Subdivision Procedures;

iii. Shoreline substantial development permits, shoreline conditional use permits, and shoreline variances are subject to expiration under the terms of RZC 21.68.200.C.9, Termination of Approval; and

iv. When permit expiration time lines apply pursuant to the terms of RMC Title 15, Buildings and Construction, the provisions of RZC 21.76.090.C do not apply.

b. Approval of a Type I, II, or III application shall expire two years from the date approval was final unless:

i. A complete building permit application is filed before the end of the two-year term. In such cases, the vested status of the Type I, II, or III permit or approval shall be automatically extended for the time period during which the building permit application is pending prior to issuance; provided, that if the building permit application expires pursuant to RMC 15.08.050, Amendments to the International Building Code, the vested status of a Type I, II, or III permit or approval shall also expire;

ii. For administrative lot splits, short plats and binding site plans, the lot split survey, final plat or approved binding site plan is recorded;

iii. For projects which do not require a building permit, the use allowed by the permit or approval has been established prior to the expiration of the vested

status of the Type I, II, or III permit or approval and is not terminated by abandonment or otherwise;

iv. When a building permit is issued, the vested status of a Type I, II, or III permit or approval shall be automatically extended for the life of the building permit. If the building permit expires or is revoked or canceled pursuant to RMC 15.08.050 or otherwise, then the vested status of a Type I,II, or III permit or approval shall also expire, or be revoked or canceled.

v. A single one-year extension may be granted by the decision maker of the permit if the applicant documents proper justification and a good faith effort. Proper justification consists of one or more of the following conditions:

A. Economic hardship;

B. Change of ownership;

C. Unanticipated construction and/or site design problems;

D. Other circumstances beyond the control of the applicant determined acceptable by the Technical Committee.

vi. Once the time period and any extensions have expired, approval shall terminate; and the application is void and deemed withdrawn.

2. *Type IV and V Permits and Approvals.* Type IV and V permits and approvals are subject to expiration under the terms of the City Council final decision.

Administrative note: there are no changes to the remainder of section 090.

D. ...

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F. ...

Exhibit 15:

RZC 21.78 Definitions

Administrative note: there are only changes to those definitions shown.

21.78.100 A Definitions

Arts, Entertainment, Recreation and Assembly. An establishment that provides facilities or services for cultural, recreational, and entertainment uses, including, but not limited to, craft and fine art lessons, performing arts establishments and studios, theaters, museums, arcades, escape rooms, and marinas, but specifically excluding adult entertainment facilities. Kiosks are included as accessory to arts, entertainment, recreation, and assembly.

21.78.130 D Definitions

Dwelling Unit. A single unit providing complete, independent living facilities for not more than one family and permitted roomers and boarders, including permanent provisions for living, sleeping, eating, cooking, and sanitation. An efficiency unit with access to a shared kitchen on the same floor shared by no more than eight units that do not have private kitchens is considered to be a dwelling unit. A mobile home, manufactured home, modular home, middle housing home, apartment, condominium, single-family detached house, accessory dwelling unit, or tiny home is considered to be a dwelling unit.

21.76.160 G Definitions

General Sales or Services. An establishment engaging in the retail sale, rental, or lease of goods or the provision of services, including but not limited to automobile sales or service; heavy consumer goods sale or service; durable consumer goods or service; the sale or service of other consumer goods, grocery, food and beverage sales; health and personal care services; finance and insurance services; real estate services; personal and professional services; administrative services; and restaurant and food services. “General sales or services” does not include hotels, motels, and other accommodation services; mail order or direct sales establishments; membership wholesale/retail warehouses; and packing, crating, and convention and trade show services; and cannabis retail sales.

21.78.210 L Definitions

Lot Split. The administrative process of dividing an existing lot into two lots for the purpose of sale, lease, or transfer of ownership pursuant to RCW 58.17.145 and as hereafter amended.

21.78.250 P Definitions

Parent Lot. *A* residential lot that is subdivided into unit lots through the unit lot subdivision process.

21.78.270 R Definitions

***Residential Suite*.** ~~A dwelling unit that is limited in size and shares common facilities such as a kitchen.~~ A residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building. This definition is inclusive of other names to refer to residential suite housing including, but not limited to, congregate living facilities, single room occupancy, rooming house, boarding house, lodging house, co-living housing, efficiency unit, and eco-suite. Residential suite units are considered "dwelling units" for the purposes of affordable housing provisions of RMC 3.38 and RZC 21.20.

21.78.290 T Definitions

***Technical, Trade, and Specialty Schools*.** Schools that offer vocational and technical training in a variety of technical subjects and trades and that may lead to job-specific certification. This definition includes beauty schools, business management schools, computer training schools, driving education schools, fine arts and performance arts schools and conservatories, flight training schools, and sports and recreation schools.

21.78.300 U Definitions

Unit lot. A subdivided lot within a residential development as created from a parent lot and approved through the unit lot subdivision process.

***Unit Lot Subdivision*.** ~~A division or redivision of land in which one or more boundaries of the individual lots coincide with the interior walls of a structure which separate individual attached single-family dwelling units.~~ A subdivision or short subdivision proposed as part of a residential development project that meets the development standards applicable to the parent lot at the time the application is vested, but which may result in development on one or more individual unit lots becoming nonconforming as to specified land use and development standards based on the analysis of the individual unit lot.

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Redmond
WASHINGTON

PLANNING COMMISSION REPORT AND RECOMMENDATION TO CITY COUNCIL

March 11, 2026

Project File Number:	**LAND-2026-00015 | SEPA-2015-00016**	
Proposal Name:	**2025 Legislative Conformance, Business Improvement, and Fences Zoning Code Amendments**	
Applicant:	**City of Redmond**	
Staff Contacts:	Lauren Alpert, Senior Planner	425-556-2460
	Kimberly Dietz, Principal Planner	425-556-2415
	Jeff Churchill, Long Range Planning Manager	425-556-2492

FINDINGS OF FACT

Public Hearing and Notice

a. Planning Commission Study Sessions and Public Hearing Dates
   i. The City of Redmond Planning Commission held study sessions on Feb. 11, 25, and March 11, 2026.
   ii. The City of Redmond Planning Commission held a public hearing on the proposed amendments on Feb. 25, 2026. Comments were received and are provided in Appendix C and Appendix D.

b. Notice and Public Involvement
   The public hearing notice was published in the Seattle Times on Feb. 4, 2026, in accordance with RZC 21.76.080 Review Procedures. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies. Additional public outreach included email to the Plans, Policies, and Regulations email list and posting on the City's website.

Redmond Zoning Code Amendment Summary and Criteria Evaluation

These zoning code text amendments are organized in three different categories: 2025 legislative conformance, business code improvements, and fences.

2025 Legislative Conformance

In 2025 the state legislature enacted several new laws affecting local development regulations. This amendment package will result in updates to the Redmond Zoning Code to address new state laws. It will also address several clean-ups related to Redmond 2050. Topics include subdivision regulations,

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zoning for child care centers, parking, permitting timelines, building conversions, and miscellaneous corrections.

Business Code Improvements

The City's Economic Development team monitors business interaction with our development regulations. Annually, staff prepares a package of code amendments proposed to improve business use of these regulations. The 2025-2026 package includes:

- Ensuring commercial floor area is provided in mixed-use developments by removing opportunity for deviation from adopted code requirements;
- Requiring placement of "Businesses Open" where pedestrian access to businesses are impacted by sidewalk closures;
- Simplifying and clarifying opportunities for Food Truck and Pop-Up Retail Courts and for Publicly Accessible Enhanced Amenity Spaces (PEAS); and
- Improving definitions of allowed business uses.

Fences and Retaining Walls

The fence updates are intended to synchronize and add clarity to fence requirements, and to evaluate the purpose and intent of regulating fence and retaining wall location, dimensions, permit requirements, and design.

RZC 21.76.070.AE – TEXT AMENDMENT CRITERIA	MEETS/ DOES NOT MEET
All amendments to the RZC processed under this section shall be in conformance with the Comprehensive Plan.	MEETS

Staff Analysis

The staff analysis for this proposal can be found in Attachment A to the Technical Committee Report.

Recommended Conclusions of the Technical Committee

On Feb. 4, 2026, the Technical Committee reviewed amendments to the Redmond Zoning Code, as documented in Appendix E, and found the amendments to be consistent with applicable review criteria and therefore recommended approval with no additional conditions.

RECOMMENDED CONCLUSIONS

The Planning Commission has reviewed:

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

Recommendation

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The Planning Commission finds the amendments to the Redmond Zoning Code to be consistent with applicable review criteria and therefore recommended approval with no additional conditions as shown in Attachment A. A summary of the Commission's discussion can be found in Appendix A.

DocuSigned by:
Carol Helland
DA525C34AC764BC...

Carol Helland
Planning and Community Development Director

Signed by:
Susan Weston
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Susan Weston
Planning Commission Chair

Attachments

A. Recommended Amendments to the Redmond Zoning Code

Appendices

A. Planning Commission Issues Matrix
B. Public Hearing Notice
C. Planning Commission Meeting Minutes for Feb. 25, 2026
D. Written Public Comments
E. Technical Committee Report with Attachments

2025 – 2026 BUSINESS CODE IMPROVEMENT AMENDMENTS

Economic Development

Amendment Summary
Jan. 29, 2026

Business-Oriented Pedestrian Wayfinding Signage During Construction

Subject Matter Experts	Yuri Bergeron, Right-of-Way Program Administrator Beckye Frey, Principal Planner
Author	Kimberly Dietz, Principal Planner
Policy Basis for Amendment	Comprehensive Plan EV-4 Focus local investments to maintain and expand infrastructure and services that support local and regional economic development strategies, encourage growth in designated centers, and help achieve employment and housing targets. EV-21 Invest in a well-connected, safe, accessible, and efficient multi-modal transportation network that is responsive to innovations and changing demands. TR-11 Use signage and other wayfinding techniques that meet regulatory requirements while reaching those with limited English proficiency or limited sight, especially near transit stations and stops. TR-16 Prioritize the comfort, safety, and convenience of people using pedestrian and bicycle facilities over other users of the transportation system. Establish standards for bicycle and pedestrian facilities to attract users of all ages and abilities. Prioritize improvements that address safety concerns, connect to centers or transit, create safe routes to school, and improve independent mobility for those who rely disproportionately on the pedestrian and bicycle network. Economic Development Strategic Plan Action 6B.3. Support the development of district design guidelines, including signage, wayfinding, banners, lighting, and other urban design elements to reinforce visual district identity.
Relevant Code Portions	RZC Appendix 2.A.7.f Streets – Intersection Design: Temporary Pedestrian Access During Construction Additional Relevant Codes: RZC 21.52.030.F Street and Access Standards – Traffic Control, Safety Devices, and Street Lights RZC 21.52.050 Pedestrian, Bicycle, and Other Nonmotorized Connections.

Proposed Amendment Overview

Provide wayfinding signage for pedestrians to access businesses when regular access is restricted by construction or other temporary sidewalk closures.

Rationale

Businesses can be impacted negatively when regular pedestrian access is restricted for lengthy periods of time. To support business vitality, signage indicating clear pedestrian access routes would be provided at accessible locations, as indicated for City review in Traffic Control Plans.

Key Decision Points (as applicable)

Staff reviewed to confirm the proposed sign template.

Stakeholder Feedback to Date

- One commenter requested that the amendments should also address parking access, regulations and infrastructure required.
    - Staff response: this amendment, addressing temporary signage, is intended to ensure pedestrian-level wayfinding when sidewalk closures create impacts to pedestrians accessing businesses. Parking access and infrastructure are not within the scope of this amendment.

PROPOSED AMENDMENT:

RZC Appendix 2.A..7.f, Intersection Design - Temporary Pedestrian Access During Construction.

f. Temporary Pedestrian Access During Construction.

i. A temporary pedestrian access plan is required as part of the civil construction plan set. This plan needs to show how pedestrian traffic passing by the proposed development will be accommodated during the entire length of the construction phase. The plan is required to work in conjunction with pedestrian and vehicle detours already in place for other public and private projects, and may need to be adjusted to respond to changing conditions as the development is constructed.

ii. For construction of new structures adjacent to existing sidewalks with pedestrian traffic, a covered walkway will be required to protect pedestrians from falling debris. Covered walkways should be designed to provide sturdiness, adequate light for nighttime use and safety, and proper sight distance at intersections and crosswalks.

iii. Short term closures of sidewalks or pathways for utility construction work may be allowed upon review and approval of the pedestrian access plan by the Public Works Department as per RZC 21.52.030.F.3. The pedestrian access plan should show the duration of the short term

closure and provide temporary routes with barricades and cones that parallel existing facilities. These routes must be accessible for persons with disabilities, including the provision of ramps, minimum widths, and smooth surfaces for wheelchair access. When a parallel route is not available, pedestrians must be detoured with advance signing in accordance with the Manual on Uniform Traffic Control Devices. See MUTCD 2009 (or latest revision) sections 6D.01, 6D.02, 6D.05 for guidance.

iv. When pedestrian access to businesses is impacted by short-term or long-term closures of sidewalks or pathways, informational wayfinding signs must be indicated on the pedestrian access plan and installed at the approved locations to provide all of the following details:

A. Sign title: Businesses Are Open During Construction.

B. Sign subtitle: We appreciate your continued support.

C. Section text: Routes to Access Businesses:

D. Aerial or map indicating all of the following:

1. North arrow

2. Symbol legend

3. Sidewalks open with directional routing

4. Sidewalks closed for construction

5. The construction area

6. Business areas

E. Sign text: While visiting businesses in Redmond, you may occasionally be impacted by construction projects. Stay up to date on projects as they are planned and under construction by visiting the City of Redmond's Project Viewer webpage at gis.redmond.gov/CPV.

F. Construction contact information including name, phone number, email address, and webpage.

G. Construction company logo and City of Redmond logo.

H. Accessible information.

1. Braille plaque for visually impaired; and

2. Web url to information for translation.

I. Example sign:

BUSINESSES ARE OPEN DURING CONSTRUCTION

We appreciate your continued support.

Routes to Access Businesses:

Braille plaque of sign information





While visiting businesses in Redmond, you may occasionally be impacted by construction projects. Stay up to date on projects as they are planned and under construction by visiting the City of Redmond's Project Viewer webpage at **gis.redmond.gov/CPV.**

Planning and Community Development
– Economic Development
redmond.gov/SmallBusiness

Web URL to translation of sign information

Redmond
WASHINGTON

2025 – 2026 BUSINESS CODE IMPROVEMENT AMENDMENTS

Economic Development

Amendment Summary
Jan. 29, 2026

Definitions

Subject Matter Experts	Beckye Frey, Principal Planner David Lee, Principal Planner Jenny Nelson, Supervisor, Development Services
Author	Kimberly Dietz, Principal Planner
Policy Basis for Amendment	FW-LU-2 Ensure that the land use pattern in Redmond meets the following objectives: • Reflects the community values of sustainability, resilience, and equity and inclusion; • Advances sustainable land development and best management practices and a high-quality natural environment; • Reduces and protects against disproportionate negative impacts from land development and exposure to environmental injustice. • Promotes development sufficiently away from environmentally critical areas; • Encourages a mix of uses that create complete neighborhoods; • Maintains and enhances an extensive system of parks, trails, and open space; • Supports and encourages flexible places for a resilient and adaptive economy that includes a mix of research, retail, health, technology, and manufacturing uses; • Ensure the siting and delivery of public infrastructure and community services to support preferred land use pattern; and • Promotes sufficient density for development pattern and urban design that enable people to readily use a variety of accessible and active forms of travel including but not limited to walking, rolling, bicycling, transit. LU-2 Ensure that development regulations, including the allowed density, uses, and site requirements, support Redmond's preferred land use pattern. LU-5 Provide an appropriate level of flexibility through development regulations to promote efficient use of buildable land. Balance this flexibility with other community goals and the need for equity. LU-7 Provide opportunities for shops, services, recreation, and access to healthy food sources within walking or bicycling distance of homes, workplaces, and other gathering places.
Relevant Code Portions	RZC 21.78 Definitions RZC Article I. Zone-Based Regulations

Proposed Amendment Overview

Amendments to land use definitions are necessary to clarify the classification of businesses. Amendments include clarifications specific to:

- Dance studios and craft and fine art lessons in the Arts, Entertainment, Recreation, and Assembly class versus fine arts and performance art schools and conservatories in the Technical, Trade, and Specialty Schools class.
- Spas, massage, and similar personal services within the General Sales or Services land use class.

Rationale

Clarity of land use classifications ensures that businesses can align their activities operations with the City's development regulations including allowed uses by zoning district. The business owner's experience with the Redmond Zoning Code can be enhanced and streamlined by creating this type of clarity.

Key Decision Points (as applicable)

Internal review of the refined definitions has confirmed the accuracy and policy consistency for each of the amendments proposed below.

Stakeholder Feedback to Date

- One commenter requested the amendments to include any additional infrastructure and parking access in addressed.
    - Staff response: In the case of proposed definitions, staff is not recommending amendments that impact infrastructure and parking access.

PROPOSED AMENDMENT:

Arts, Entertainment, Recreation and Assembly. An establishment that provides facilities or services for cultural, recreational, and entertainment uses, including, but not limited to, **craft and fine art lessons,** performing arts establishments **and studios**, theaters, museums, arcades, **escape rooms,** and marinas, but specifically excluding adult entertainment facilities. Kiosks are included as accessory to arts, entertainment, recreation, and assembly.

Technical, Trade, and Specialty Schools. Schools that offer vocational and technical training in a variety of technical subjects and trades and that may lead to job-specific certification. This definition includes beauty schools, business management schools, computer training schools, driving education schools, fine arts and performance arts schools **and conservatories**, flight training schools, and sports and recreation schools.

General Sales or Services. An establishment engaging in the retail sale, rental, or lease of goods or the provision of services, including but not limited to automobile sales or service; heavy consumer goods sale or service; durable consumer goods or service; the sale or service of other consumer goods, grocery, food and beverage sales; health and personal care services; finance and insurance services; real estate services; **personal and** professional services; administrative services; and restaurant and food services. “General sales or services” does not include hotels, motels, and other accommodation services; mail order or direct sales establishments; membership wholesale/retail warehouses; and packing, crating, and convention and trade show services; and cannabis retail sales.

2025 – 2026 BUSINESS CODE IMPROVEMENT AMENDMENTS

Economic Development

Amendment Summary
Jan. 29, 2026

Active Use Retail Deviation Prohibition

Subject Matter Experts	Kim Dietz, Principal Planner and Special Projects Program Manager Beckye Frey, Principal Planner Philly Marsh, Economic Development Manager Domonique Meeks, Small Business Program Manager
Author	Kimberly Dietz
Policy Basis for Amendment	From 2014 to 2024, the city lost approximately 50 percent of its retail, goods and services, and food and beverage floor area. Retail, restaurants, and other small business displacement continues as new develop occurs and fewer opportunities for business relocation within the city are provided. By locating retail, goods and services, and food and beverage businesses in Redmond's centers, in close proximity to where large numbers of people live, work, travel, and visit, the city's economic vitality also strengthens priorities such as access and mobility, climate impact reductions, and equity for all. By clarifying regulations, applicants for development will receive clear and predictable information regarding the importance of retail, goods and services, and food and beverage floor area in relevant locations throughout the city. Precise language and messaging, prohibiting deviations regarding these commercial spaces, will ensure timeliness for project designers and financiers of developments proposed in Downtown, Marymoor, and Overlake. Implementation of the amended regulations will ensure quality, livable standards while promoting a vibrant and diverse economic environment. Comprehensive Plan LU-32 Maintain the Downtown, Marymoor Village, and Overlake centers as major retail, service, entertainment, and cultural centers for the city and the greater Eastside. Economic Development Strategic Plan. Strategy 1B, Action 1B.1 Consider development standards and other incentives to produce functional commercial and flexible spaces for industries that report a shortage of space opportunities or are facing displacement risk. Tourism Strategic Plan. Goal 1, Initiative 20 Encourage the development of retail spaces that will attract culinary, beverage, and nightlife businesses to Redmond. Goal 4, Initiative 7 Encourage district development, placemaking, and branding initiatives to enhance tourism assets, with a particular focus on districts accessible via light rail.
Relevant Code Portions	RZC 21.76.070 Land Use Actions and Decision Criteria

Proposed Amendment Overview

From 2014 to 2024, the city lost approximately 50 percent of its retail, goods and services, and food and beverage floor area. Retail, restaurants, and other small business displacement continues as new develop occurs and fewer opportunities for business relocation within the city are provided. By locating retail, goods and services, and food and beverage businesses in Redmond's centers, in close proximity to where large numbers of people live, work, travel, and visit, the city's economic vitality also strengthens priorities such as access and mobility, climate impact reductions, and equity for all.

Rationale

By clarifying regulations, applicants for development will receive clear and predictable information regarding the importance of retail, goods and services, and food and beverage floor area in relevant locations throughout the city. Precise language and messaging, prohibiting deviations regarding these commercial spaces, will ensure timeliness for project designers and financiers of developments proposed in Downtown, Marymoor, and Overlake. Implementation of the amended regulations will ensure quality, livable standards while promoting a vibrant and diverse economic environment.

Key Decision Points (as applicable)

The city continues to receive requests for deviation to avoid the creation of commercial floor area in new mixed-use development. There is a natural loss of commercial floor area when redevelopment occurs based on the need for lobbies, ground floor parking, service areas, elevators, and other space requirements. Strategic and equitable requirement of commercial floor area throughout the city's centers contributes to the potential relocating and rehoming of businesses that have been previously displaced or risk displacement. At the time of this report, staff were monitoring more than 50 businesses that have been displaced or are at risk of near-term displacement.

Stakeholder Feedback to Date

- Developers have expressed that historically there have been challenges with leasing out first floor commercial spaces in mixed-use buildings. They have requested provisions allowing for flex spaces to allow for residential uses or tenant spaces instead of commercial.
- One commenter requested that the amendment's changes should also address parking to support any additional retail additions and provide for any infrastructure required to support access to and from these retail areas.
    - Staff response: No additional retail is proposed via the amendments. Parking and infrastructure would otherwise be addressed via the existing regulations for the individual zoning district and development requirements specific to the form of construction.

      of vegetation, provision of usable open space, and adequate light, air, and security.

PROPOSED AMENDMENT:

RZC 21.76.070 Land Use Actions and Decision Criteria

C. Administrative Design Flexibility.

1. Purpose. The purpose of RZC 21.76.070.C is to promote creativity in site design, allow flexibility in the application of standards in certain zones, and to achieve the creation of sites and uses that may benefit the public by the application of flexible standards not otherwise possible under conventional development regulations.

2. Scope. Administrative design flexibility shall only be considered for adjusting standards in the categories listed below for each type of land use. Requests for adjustment to standards not listed shall be processed as a variance as set forth in RZC 21.76.070.AB, Variances.

3. Process Type. Requests for administrative design flexibility shall be processed and decided as part of the decision on the underlying permit.

4. Decision Criteria.

...

8. Decision Criteria for Downtown, Overlake, and the Marymoor Design District.

a. Deviation from standards listed in RZC 21.76.070.C.8.b may be allowed if an applicant demonstrates that the deviations would result in a development that:

i. Better meets the intent of the goals and policies for the zone in which the site is located;

ii. Is superior in design in terms of architecture, building materials, site design, landscaping, and open space; and

iii. Provides benefit in terms of desired use and activity.

b. Standards that may be modified by application of administrative design flexibility are as follows:

i. Parking Lot Location. Requirements for the location of on-site parking may be modified within the development (except for parking within residential yard areas) to provide for greater joint-use and quasi-public parking opportunities and uses which are highly desirable in the subject design area.

ii. For Downtown, mid-block pedestrian walkways and vehicular lanes, per RZC 21.10.300, Public Realm Standards, and RZC Appendix 2A, Downtown Street Requirements, may be modified to allow variations in locations and minimum widths for these items to provide superiority in site design and function which benefits both the property owner and public.

iii. Street standards for attached dwelling unit subdivision developments.

iv. Other Site Requirements and Standards. All other site requirements and standards except the following ~~density, number of stories, and FAR~~ may be modified within the development to provide superiority in site design:

A. Density;
B. Number of stories;
C. Required ground-level non-residential floor area in mixed-use zones; and
D. FAR.

~~, i.e., greater~~ v. Examples of Superiority in Site Design. Examples of superiority in site design include but are not limited to the following:

A. ~~a~~ Amounts of privacy~~,~~

B. ~~m~~ Maintenance of views~~;~~
C. ~~g~~ Greater environmental benefit~~;~~
D. ~~d~~ Distinctive and high quality of design~~;~~
E. ~~i~~ Improved pedestrian access~~;~~
F. ~~p~~ Preservation of vegetation~~;~~
G. ~~p~~ Provision of usable open space~~; and~~
H. ~~a~~ Adequate light, air, and security~~.~~

2025 – 2026 BUSINESS CODE IMPROVEMENT AMENDMENTS

Economic Development

Amendment Summary
Jan. 29, 2026

Activation in Centers

Subject Matter Experts	Beckye Frey, Principal Planner Kimberly Dietz, Principal Planner
Author	Beckye Frey, Principal Planner
Policy Basis for Amendment	Activation of Redmond's center is an aspect of placemaking and economic vitality. It provides opportunities for small businesses and for members of the creative sector including but not limited to artists, performers, and relevant support businesses and organizations. Policies and strategies that support the proposed amendments include: EV-19 Enhance local arts, culture, recreation, nightlife, and social amenities that promote Redmond as an attractive place to work and live. EV-22 Support Redmond's growth as a tourism destination and foster tourism-related initiatives that bring investment and economic benefit. EV-23 Allow for the equitable and multi-purpose use of public spaces and rights-of-way, including commercial uses such as outdoor dining, food/merchant kiosks, food trucks, and event and performance spaces. Planning Commission previously discussed and recommended amendments but adoption of a code portion did not occur (permit related language removed from 21.04 since permit review types are discussed elsewhere).
Relevant Code Portions	21.04.2140 Food Truck and Pop-Up Retail Court 21.36.200 Publicly Accessible Enhanced Amenities Spaces (PEAS). 21.04.4000 Temporary Uses.

Proposed Amendment Overview

This amendment is intended to encourage the creation of active and lively amenity spaces by removing process and fees on individual users and instead reviewing and approving the uses at the SPE.

This amendment would allow for site plan review of food truck courts and PEAS spaces to identify and pre-approve uses that would typically require the individual business owner to obtain a temp use permit. By eliminating the need for individual vendors to obtain their own temporary use permit it reduces costs significantly and opens doors to smaller vendors, which is especially important for immigrant and other start-up businesses.

In addition, if you have an approved PEAS, no Temp Use or Type II permit is necessary for activation: food truck, kiosks, and pop ups. Admin mod can be used to update for future uses.

Summary of proposed amendments:

21.04.2140. Food Truck and Pop-Up Retail Court	Section B.1. Review Process • Clarified review and approval process, including use of admin modification to add court use to previously approved PEAS space. • Added language about temporary uses not needing a temp use permit if reviewed as part of court site plan approval
21.36.200 Publicly Accessible Enhanced Amenities Spaces (PEAS).	E. PEAS Uses. • Added language to specifically allow food truck and pop-up retail court as a use in PEAS spaces • Added language about temporary uses not needing a temp use permit if reviewed as part of PEAS site plan approval
21.04.4000 Temporary Uses.	C. Exemptions. • Added exemption for temporary uses reviewed and approved as part of PEAS and Courts approval processes.

Rationale

These changes will support small local business and start-ups.

Key Decision Points (as applicable)

Stakeholder Feedback to Date

Interest in food truck court and extremely interested in it being a flex space that makes it easy to rotate users in at low/no cost. Having the space be flexible for uses increases the marketability of the space and helps to justify the investment in the needed infrastructure.

- One commenter requested that in support of tourism and increased use of public spaces and rights-of-way, the amendments need to include in additional infrastructure and parking access to be addressed.
    - Staff response: The code relevant to the proposed amendments previously provided regulations that address infrastructure and parking access to support proposed development of these uses.

PROPOSED AMENDMENTS:

21.04.2140. Food Truck and Pop-Up Retail Court

A. Purpose. Implement the Comprehensive Plan goals for supporting small businesses and complete neighborhoods.

B. Location and Uses.

1. Review Process.

a. A Type II permit is required for new sites not previously approved for PEAS (per 21.36.200).

b. An Administrative Modification can be used to add Court uses to a previously approved PEAS location.

c. If a court is part of new development, it may be consolidated in that permit review process and would follow the required permit type for the underlying application.

2.Food truck courts may be used for pop-up retail, kiosks, and other temporary uses including seasonal sales (pumpkins, trees, etc.).

3. Events, including but not limited to concerts, farmers markets, and flea markets, are allowed if the use is reviewed and approved as part of the court site plan approval.

4. Uses in the court that typically require a temporary use permit (seasonal sales, events, etc.), will not require an individual temporary use permit if the use is reviewed and approved as part of the court site plan approval.

a. The court site plan must include locations for indicated temporary uses, maximum occupancy, and show how the health, safety, and other impacts and considerations are mitigated at the site plan approval.

b. Temporary uses not included as part of the court site plan approval will require a temporary use permit.

21.36.200 Publicly Accessible Enhanced Amenities Spaces (PEAS).

…

E. *PEAS Uses.*

1. PEAS may be designed to take advantage of incentive options such as child-friendly amenities and small business support, including but not limited to pop-up retail, kiosks, and performance stage, etc. Recommended child-friendly features include, but are not limited to:

a. Adjacent or nearby public restroom facilities that are open at minimum for the same duration as the amenities. Restroom facilities must provide child changing stations (if

providing restrooms by gender, changing tables must be provided in restrooms for all genders).

b. Seating for parents and caregivers that is integrated into or adjacent to the amenity provided, with the number of seats provided in scale with the occupancy load of the amenity space. (Ord. 3186)

2. PEAS spaces may be used for Food Truck and Pop-Up Retail Court if the site meets the requirement in RZC 21.04.2140 and are included on the PEAS site plan.

a. Court uses can be approved with the site plan for PEAS as a consolidated review.

b. An Administrative Modification can be used to add Court uses to a previously approved PEAS location.

3. Uses in the PEAS space that typically require a temporary use permit (seasonal sales, events, etc.), will not require an individual temporary use permit if the use is reviewed and approved as part of the court site plan approval.

a. The PEAS site plan must include locations for indicated temporary uses, maximum occupancy, and show how the health, safety, and other impacts and considerations are mitigated at the site plan approval.

b. Temporary uses not included as part of the court site plan approval will require a temporary use permit.

21.04.4000 Temporary Uses.

…

C. *Exemptions.*

1. The following activities and structures are exempt from requirements to obtain temporary use approval. Substantive requirements applicable to any use identified in this subsection shall still be met. Additional land use approvals or other permits may be required.

a. Manufactured homes, portable units, modular structures, travel trailers when used as a dwelling while a residential building on the same lot is being constructed or when a damaged residential building is being repaired, if adequate sewer and water are available.

…

l. Weekend (Saturday and Sunday) only, warehouse sales in Business Park, Manufacturing Park, and Industry zones, when held no more than once a month in an existing facility.

2. Temporary Uses approved as part of a PEAS (see RZC 21.36.200) or Food Truck and Pop-Up Retail Court (see RZC 21.04.2140) are exempt from a temporary use permit under this section.

REDMOND ZONING CODE

Code Amendment Summary

Amendment name: Fences and Retaining Walls

Subject Matter Expert	*Jenny Nelson, Building Plan Review Supervisor, jnelson@redmond.gov* *Andrea Kares, Plans Examiner, akares@redmond.gov* *Cindy Wellborn, Senior Stormwater and Utilities Engineer, cwellborn@redmond.gov* *Matthew Allen, Planner, mallen@redmond.gov* *Kaila Yun, Assistant Planner, kyun@redmond.gov* *Tony Regis, Senior Engineer, tregis@redmond.gov* *Tom Hardy, Senior Environmental Scientist, twhardy@redmond.gov* *Travis Salley, Planning Manager, tsalley@redmond.gov* *Andy Chow, Engineering Manager, kachow@redmond.gov*
Author	*Lauren Alpert, Long Range Planning, lalpert@redmond.gov*
Policy Basis for Amendment	*Consistent and clear language:* • *between 21.24 and other sections of the code* • *Fence height* • *Retaining walls* • *Deviation process*
Relevant Code Portions	• RZC 21.24, • Appendix 2 – Retaining walls • Ch. 21.64 Critical Areas Regulations | Redmond Zoning Code • 21.04 Land Uses and General Provisions • Stormwater-Technical-Notebook-2022-PDF • Fence Tip Sheet

REDMOND ZONING CODE

Code Amendment Summary

Proposed Amendment Overview

This code amendment updates the fence code in RZC 21.24, creates a new code section for retaining walls, RZC 21.25, and removes duplicative language on retaining walls from Appendix 2

Rationale

The purpose of this amendment is to synchronize the zoning code to applicable standards across various codes and consistency with Redmond 2050, manuals, specifications and to evaluate the purpose and intent of regulating fence and retaining wall location, dimensions, permit requirements, and design.

Key Decision Points (as applicable)

- Height of fences
- Tiered retraining walls
- Fence standards in urban centers and neighborhoods

Stakeholder Feedback to Date

- Clarify technical standards: Requests to ensure the code clearly addresses setbacks, property lines, rights-of-way, materials, height, and construction requirements, with attention to adjoining properties.
- Noise-adjacent context: A commenter asks for exceptions for taller fences along major roads (e.g., 140th Ave NE) to help mitigate traffic noise impacts on residential lots.

PROPOSED AMENDMENT:

Chapter 21.24
FENCES

Sections:

21.24.010 Purpose.

21.24.020 Repealed.

21.24.030 Height.

21.24.040 Prohibited Locations.

21.24.050 Electric, Barbed Wire, and Swimming Pool Fences.

21.24.060 Repealed. ~~Additional Residential Neighborhood Requirements.~~

21.24.010 Purpose.

The purpose of this chapter is to provide for fences that:

A. ~~Protect or enhance property and life and that are compatible with residential neighborhoods while protecting the public from hazardous fences or fences that may blight residential neighborhoods;~~

Allow privacy while maintaining a built environment that is cohesive with the surrounding community.

B. Protecting the public from hazardous fences.

~~B. Increase visibility of front yards by using the principles of the Crime Prevention Through Environmental Design (CPTED) Program to increase public safety and to deter crime;~~

C. Promote and enhance the City's neighborhoods as walkable places and reduce impacts on the pedestrian experience that may result from taller fencing;

D. ~~Maintain the open space character of certain residential neighborhoods and~~ **P**romote public view corridors by encouraging the application of **lower-height fencing,** non-solid styles of fencing, and landscaped screens.

Effective on: 4/16/2011

21.24.020 Permits.

Repealed by Ord. 3153.

Effective on: 4/16/2011

21.24.030 Height.

A. ***Maximum Height.*** The maximum height of fences shall be as follows; provided, that the requirements of RZC 21.52.040, *Sight Clearance at Intersections*, are met:

Table 21.24.030.A
Maximum Fence Height

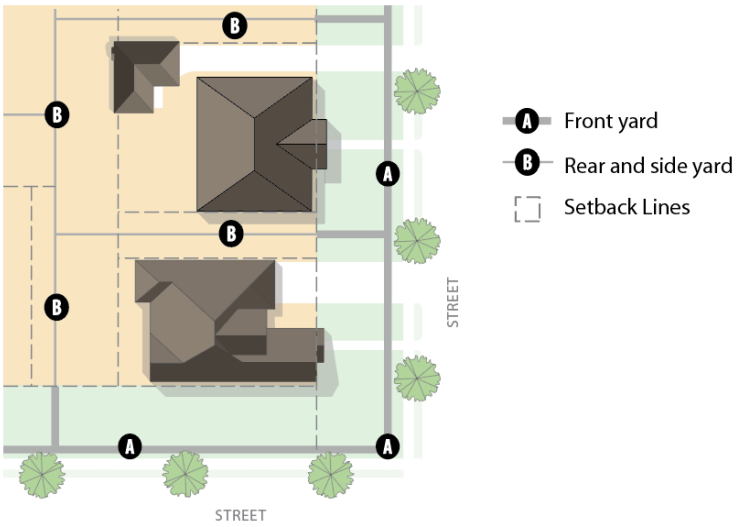
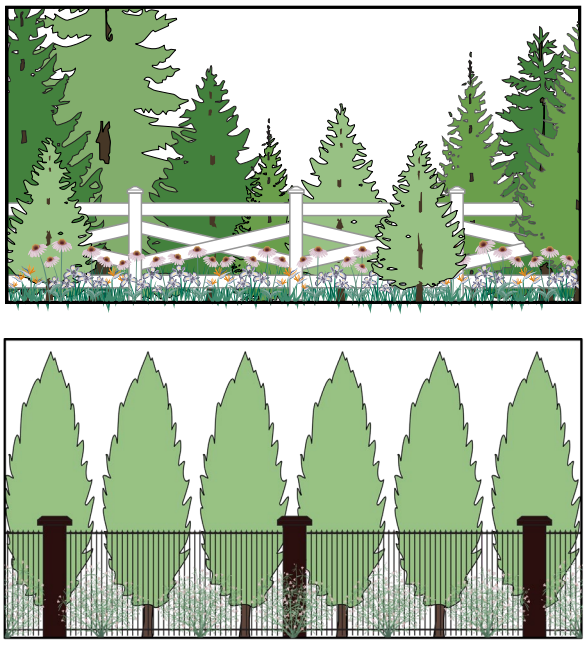
Zones	Permitted Height (1)(2)(3)
UR, RA-5, NR, NMF, and in the Downtown, Overlake, and Marymoor Centers	 ~~Six feet anywhere on the lot (see RZC 21.24.060, *Additional Residential Neighborhood Requirements*, for additional information)~~ A **Walls and fences located in any front yard must be 4 feet or less otherwise** B **6 feet**
All other zones	Eight feet anywhere on the lot, subject to landscaping requirements in RZC 21.32, *Landscaping and 21.58 Community Design*

Table 21.24.030.A Maximum Fence Height	
Zones	**Permitted Height (1)(2)(3)**
(1) This excludes areas of a lot regulated by RZC 21.52.040 – Sight Clearance at Intersections, where the height limit may be lower. **(2) Maximum fence height may be exceeded without the requirement for a variance when specified in federal or state requirements due to safety and security. Documentation of this requirement shall be provided by the applicant and approved by the Administrator.** **(3) When the City's Building Code has requirements, such as where a guard rail is required to be placed atop a retaining wall or rockery, additional height is permitted but additional height must not exceed the minimum required to meet the building code.**	

~~Figure 21.24.060~~

Figure 21.24.030B

Examples of **Low See-Through Fences**



Low, see-through fences (maximum height 42 inches) can add variety and human scale.

~~B. Fences Adjacent to Rockeries or Retaining Walls.~~

~~1. Where a fence and a rockery or retaining wall lying within a building setback area are within five feet of each other, the combined height of the fence and rockery or retaining wall shall not exceed a maximum of eight feet except as provided in subsections B.2 and B.3 below.~~

~~2. Staff may approve a modification to the combined height limit for fences and rockeries or retaining walls if either:~~

~~a. The City's Building Code requires additional height, such as where a guard rail is required to be placed atop a retaining wall or rockery; or~~

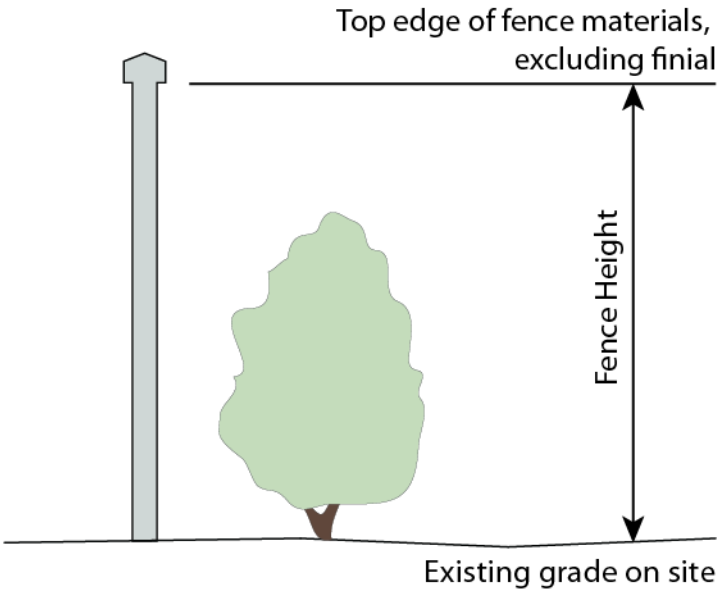
~~b. The design of the rockery or retaining wall includes terraces that are deep enough to incorporate landscaping or other techniques that reduce the visual mass of the wall, and the fence is designed to be no more than 50 percent solid.~~

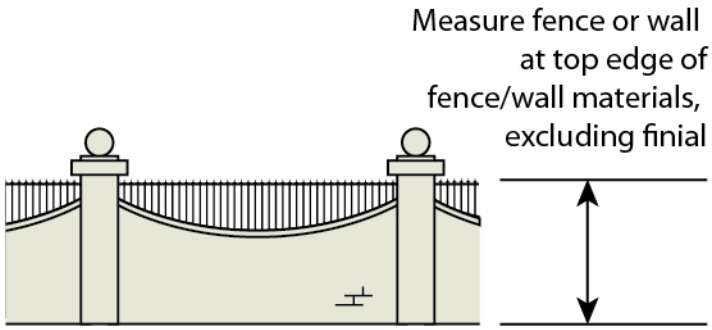
~~3. The Technical Committee may approve a modification to the combined height limit for fences and rockeries or fences and retaining walls if the modification is necessary because of the size, configuration, topography, or location of the subject property, to provide the property with the use rights and privileges permitted to other properties in the vicinity or zone in which the property is located, and the modification will not be materially detrimental to the public welfare or to abutting properties:~~

B. Fences combined with Rockeries and Retaining Walls Height. Fence and wall height shall be measured as follows:

1. Fence height shall be measured as the vertical distance between the existing grade on the site at the base of the fence and the top edge of the slats or other fence material (exclusive of fence posts). See Figure 21.24.030 B1

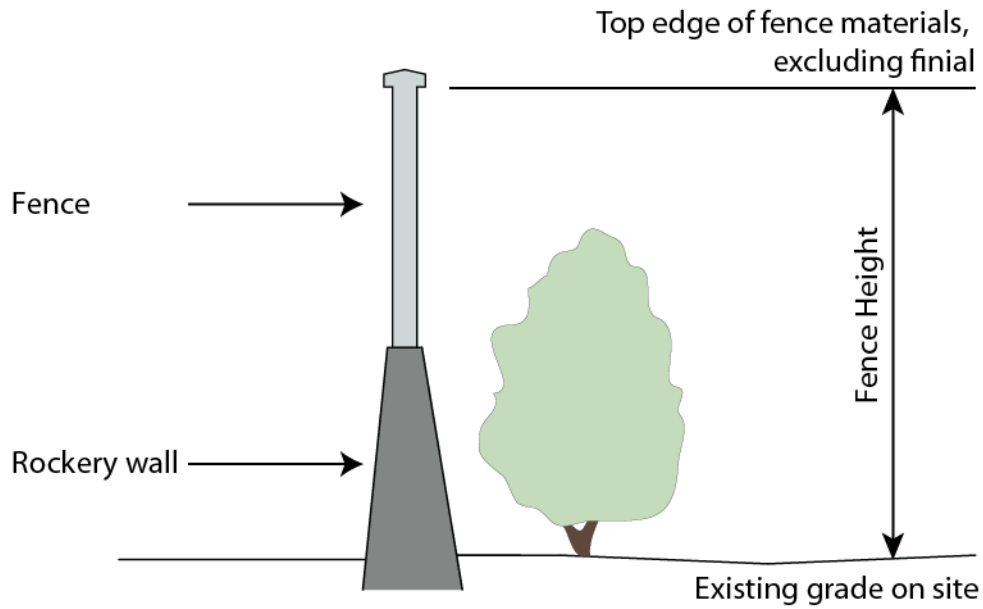
Figure 21.24.030B1
Measurement of Fence and Wall Height





2. Fence height when fences are on top of a wall/rockery must not exceed fence heights in Table 21.24.030A.

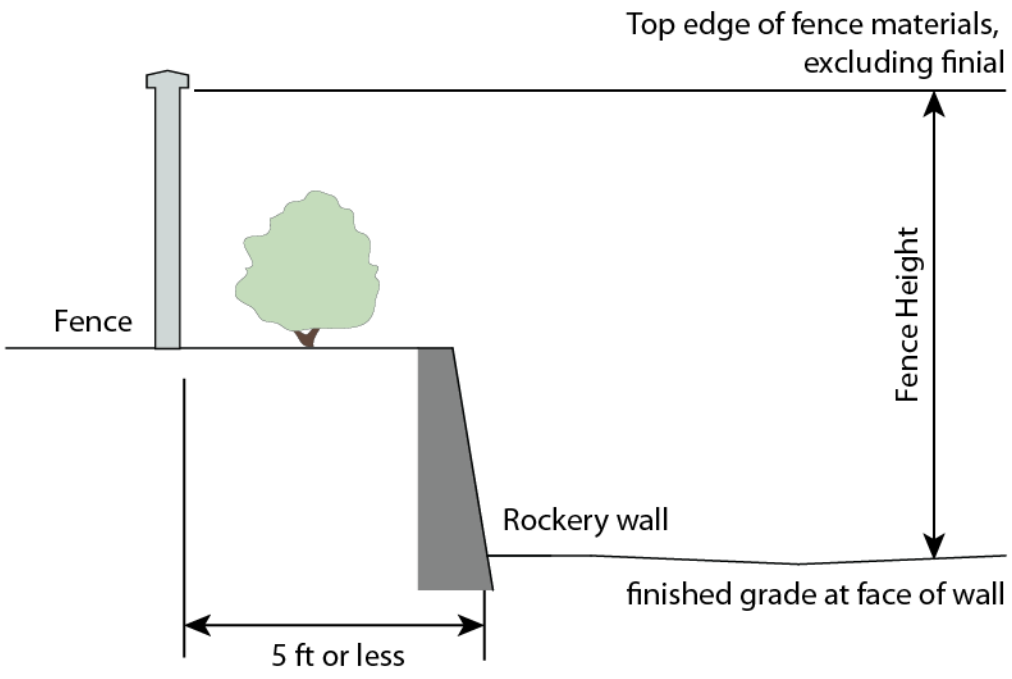
Figure 21.24.030B.2
Measurement of Fence and Wall Height



3, A fence and a rockery or retaining wall within five feet of each other, the combined height of the fence and rockery or retaining wall shall not exceed fence heights in Table 21.24.030.A

Figure 21.24.030B.3

Measurement of Fence and Wall Height



~~Where a fence and a rockery or retaining wall lying within a building setback area are within five feet of each other, the combined height of fence and wall are used to measure fence height~~

Must not exceed fence heights in Table 21.24.030A

~~4. The City's Building Code requires additional height, such as where a guard rail is required to be placed atop a retaining wall or rockery.~~

~~2. The combined height of fencing placed on top of a wall or rockery shall be measured as the vertical distance between the existing grade on the site at the base of the wall and the top edge of the slats or other fence material (exclusive of posts).~~

~~3. Where the grade within six feet of the base of a fence or wall differs from one side of the fence or wall to the other (as when a fence is placed at the top or bottom of a slope or at the top of a rockery or retaining wall), the height shall be measured from the side with the lowest existing grade.~~

(Ord. 3153)

Effective on: 6/18/2018

21.24.040 Prohibited Locations.

Fences are prohibited in critical areas, critical area buffers, native growth protection areas, designated greenbelts, and designated open space, except as required by RZC 21.64.010.R.2.

Effective on: 4/16/2011

21.24.050 Electric, Barbed Wire, and Swimming Pool Fences.

Electric, barbed wire, and swimming pool fences are permitted or required as follows:

Table 21.24.050
Electric, Barbed Wire, and Swimming Pool Fences

Fence Type	Permitted Zones	Special Requirements	Other Code Requirements
(A) Electric Fences	UR, RA-5 May be used in conjunction with the keeping of large domestic animals where allowed in NR through NMF zones.	A. Permanent signs must be posted every 50 feet stating that the fence is electrified. B. Fences, appliances, equipment, and materials must be listed or labeled by a qualified testing agency and be installed in accord with manufacturer's specifications. C. Except in the UR zone, all electric fences must be set back at least two feet from property lines adjacent to public rights-of-way and NR through NMF zones, and a second and more substantial fence with a mesh size small enough to prevent a child from reaching through, shall be located along the property line.	All electric fences must comply with RMC Chapter 15.12, *Electrical Code*.

Table 21.24.050 Electric, Barbed Wire, and Swimming Pool Fences			
Fence Type	**Permitted Zones**	**Special Requirements**	**Other Code Requirements**
		D. Prohibited when fronting shoreline public access areas (Shoreline Public Access System Map, Figure S-1 of the Shoreline Master Program).	
(B) Barbed or Razor Wire Fences	UR, RA-5, but not along property lines adjacent to other residential and commercial zones.	A. Commercial storage, utility and public uses may use barbed wire only on top of a fence at least six feet in height. The barbed wire shall not extend more than 18 inches above the top of the fence. B. Prohibited when fronting shoreline public access areas (Shoreline Public Access System Map, Figure S-1 of the Shoreline Master Program).	None
(C) Swimming Pool Fences	All zones	All outdoor swimming pools must be surrounded with a fence at least five feet in height.	All swimming pool fencing must comply with King County Health Department requirements.

Effective on: 6/18/2018

~~21.24.060 Additional Residential Neighborhood Requirements.~~

~~A. The following additional fence, rockery wall, and retaining wall requirements apply to properties located in the neighborhoods listed. The boundaries of each neighborhood are set forth in the Redmond Comprehensive Plan, Map LU-1. Where a conflict exists between the neighborhood requirements in this section and the other provisions of this chapter, the requirements of this section shall control. Where there is no specific regulation listed for the neighborhood, the other provisions of this chapter control.~~

Table 21.24.060
Additional Neighborhood Requirements

Neighborhood	Applicability	Fence or Wall Height	Design Requirements	Other Requirements
Education Hill	Applies to fences and walls in the front yard setback or adjacent to public recreational trails.	42 inches when built in the front setback (See Figure 21.24.060, except where home fronts onto arterial street.)	A. No sight-obscuring fencing materials allowed. B. Fence must be of a non-solid type, such as split rail fencing or split rail fencing combined with dark-colored vinyl or powder-coated chain link fence.	New gated communities in short subdivisions and subdivisions with security fencing are prohibited.
North Redmond (except Wedge Subarea)	Applies to fences and walls in the front yard setback or adjacent to public view corridors, and public recreational trails.	42 inches in any front setback area, and 42 inches in any street side or rear setback area adjacent to an identified pedestrian or public view corridor. (See Figure 21.24.060)	A. No sight-obscuring fencing materials allowed. B. Fence must be of a non-solid type, such as split rail fencing or split rail fencing combined with dark-colored vinyl or powder-coated chain link fence.	None
North Redmond Wedge Subarea	Applies to the Wedge Subarea defined in the Neighborhoods Element of the Comprehensive Plan.	No special height requirements	Private residential fences may be constructed and maintained along and west of the western edge of the required maintenance easement for retaining systems on the west side of Redmond-Woodinville Road.	
Willows/Rose Hill	Applies to fences in the front yard setback.	42 inches	No special design requirements	New gated communities in short subdivisions and subdivisions with security fencing are prohibited.

B. The Administrator may approve alternative materials or a combination of materials for the fences and walls described above when such alternative materials or combinations are demonstrated to better meet the intent of this chapter.

C. The Administrator may also approve deviations from the maximum fence height requirements set forth in the above table in the North Redmond and Willows/Rose Hill Neighborhoods for fencing associated with swimming pools, landscaping alternatives (such as landscaped berms), or other designs that clearly meet the intent of this chapter.

Effective on: 6/18/2018

CHAPTER 21.25

RETAINING WALLS

21.25.010 PURPOSE

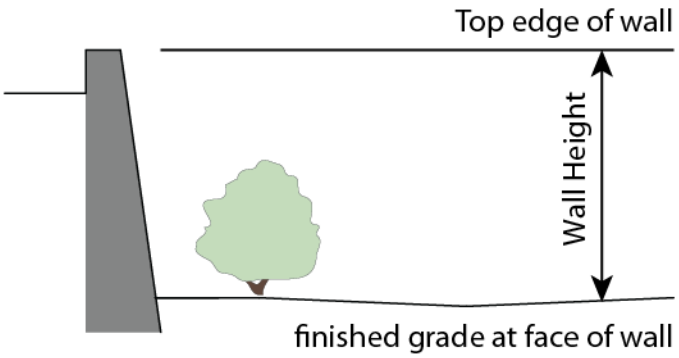
The purpose of this chapter is to provide for retaining walls and rockeries that:

A. Minimize modification of the existing topography of properties in the City, by minimizing the amount of earth being exported or imported to a site, and to minimize the height of walls related to development.
B. Minimize the visual impact of retaining walls having excessive heights that may be detrimental to the aesthetics of neighborhoods or nearby properties.
C. Maintain compatibility with the nearby properties by minimizing changes in topography and excessive excavation.

21.25.100 HEIGHT

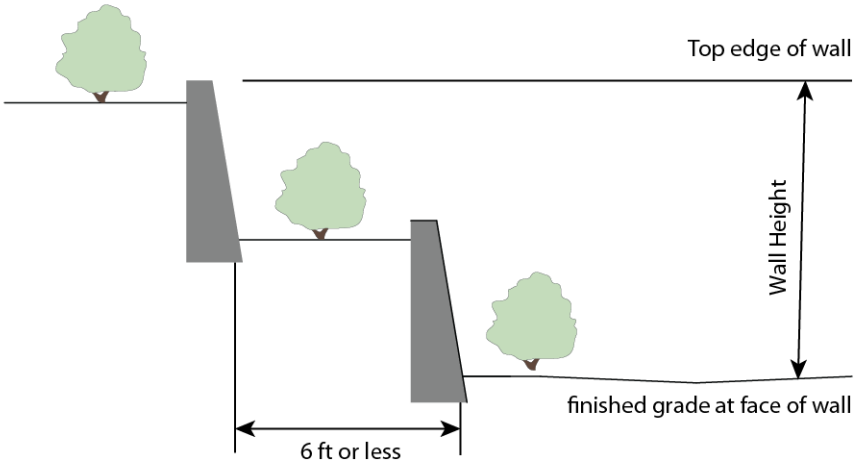
A. Retaining wall and rockeries shall have a maximum wall height of 8 feet. Deviation requests may be approved subject to provisions of 21.25.300
B. Measurement of Wall Height. For purposes of this chapter, retaining wall and rockery height shall be measured as follows:
    1. Retaining walls and rockeries height shall be measured as the vertical distance between finished grade at the face of wall to the top of the wall.

Figure 21.25.100.B.1. Retaining wall measurement



2. Retaining walls and rockeries with 6 feet or less horizontal separation between tiers, shall be measured as one retaining structure for determining the wall height. Horizontal separation shall be measured as the distance between the face of the lower wall to the face of the upper wall.

Figure 21.25.100.B.2. Measurement for retaining walls closer than 6 ft apart



21.25.200 TERRACED RETAINING WALLS [RESERVED]

21.25.300 DEVIATIONS

A. The Technical Committee may approve a deviation to the height limit for rockeries and retaining walls if the deviation is necessary because of the size, configuration, topography, or location of the subject property, to provide the property with the use rights and privileges permitted to other properties in the vicinity or zone in which the property is located, and the modification will not be materially detrimental to the public welfare or to abutting properties.

B. The deviation will not be granted for the purposes of increasing building area or usable lot space.

21.25.400 PROHIBITED LOCATIONS

A. Retaining walls and rockeries are prohibited in critical areas (except critical aquifer recharge areas), critical area buffers, native growth protection areas, designated greenbelts, and designated open space, and public and private easements except as required by RZC 21.64.010.R.2.

B. Private retaining walls and rockeries and their associated wall drain(s) and backfill shall be entirely within the private property in which they are installed and shall be placed outside of the public right-of-way.

21.25.500 ADDITIONAL REQUIREMENTS

A. Planner and Engineer approval is required prior to Technical Committee approval.
B. All retaining walls and rockeries constructed to support land used for new private development shall be placed outside of the public right-of-way and public and private easements.
C. Retaining wall reinforcements such as tiebacks, soil nails, and geogrid mesh must not extend into the public right-of-way and public easements. Tiebacks and soils nails are allowed to extend into public right-of-way with an approved Right-of-Way Use Agreement.
D. Retaining wall reinforcements such as tiebacks, soil nails, and geogrid mesh extending into private property require a private easement on that property.

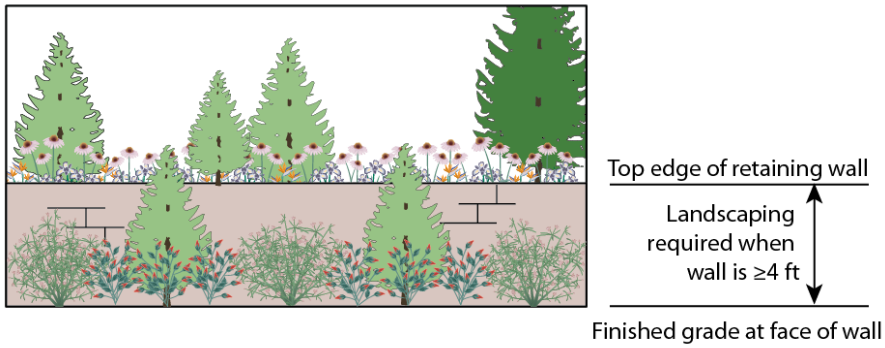
E. Retaining walls within the street section that are necessary for the street, that will be visible to the general public, and above 4 feet in height shall be constructed of either cast-in-place concrete or shotcrete, with a finish that reproduces the look of stone or masonry or having geometric patterns on the wall face. Allowable finish methods will be either stamped finish, sponge finish, troweled patterns, or modular blocks. Wall type and aesthetic pattern shall be approved by the Administrator.

F. Install rockeries and retaining walls per City Standard Specifications and Standard Details.

G. All retaining walls and rockeries must also meet the design standards in Section 5.6.7 "Rockeries/Retaining Walls" in the Stormwater Technical Notebook 2025 -- Issue 9A, or its successor.

H. Retaining walls above 4-feet in height in the lot frontage ~~and~~ must have landscaping for visual screening according RZC 21.32 Landscaping with approval by Planning and Engineering.

Figure 21.25.500.H. Retaining wall landscape screening example



Appendix 2
CONSTRUCTION SPECIFICATION AND DESIGN STANDARDS FOR STREETS AND ACCESS

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13. *Mailbox Stand(s) in Residential Areas.*

a. Mailboxes shall be clustered together in stands when practical and when reasonably convenient to the houses served.

b. Where appropriate, mailbox stand(s) shall be installed in the sidewalk in accordance with the City of Redmond Standard Details.

c. The location of the mailbox stand(s) is determined jointly by the City of Redmond together with the United States Postal Service.

d. Mailbox stand locations should not be placed so vehicles using it would obstruct the required width of an emergency vehicle access road.

e. Replacement and/or repair of mailbox stands is the responsibility of property owners served by the mailbox stand.

14. *Franchise Utilities.* Non-City-owned franchise utilities are required by City code to relocate existing facilities at their own expense when a conflict results between their facilities and public street improvements. The improvement work must be required by the City as part of an adopted plan or study in order for the relocation work to be the financial responsibility of the utility; otherwise all costs shall be the responsibility of the developer.

~~15. Retaining Walls and Rockeries.~~

~~a. All retaining walls and rockeries constructed to support land used for new development shall be placed outside of the public right-of-way and public easements.~~

~~b. Retaining wall reinforcements such as tiebacks, soil nails, and geogrid mesh shall not extend into the public right-of-way and public easements.~~

~~c. Retaining walls that will be visible to the general public and above four feet in height shall be constructed of concrete (cast in place, shotcrete, or modular blocks) with an aesthetic pattern on the wall face. Wall type and aesthetic pattern shall be approved by the Public Works Director or their designee.~~

~~d. Install rockeries per Standard Detail 909 "Rock Wall under 4 feet."~~

~~e. All retaining walls and rockeries must also meet the design standards in Section 5.6.7, "Rockeries/Retaining Walls" in the 2022 Stormwater Technical Notebook, Issue 9.~~

16. *Safety Railings.*

a. *Installation.* Where a sidewalk or other nonmotorized transportation facility is to be constructed above a slope steeper than 3H:1V or adjacent to a rock wall or retaining wall where the lowest finished elevation of the slope, rock wall, or retaining wall is to be 30 inches or more below the finished elevation of the sidewalk or other facility, a safety railing shall be required. Railings shall be erected and adjusted, if necessary, after initially set to assure a continuous line and grade.

b. *Design.* Safety railings shall be constructed per Standard Detail "Typical Pedestrian Railing."

17. *Guard Rails.* For purposes of warrants, design, and location, all guard rails along roadways shall conform to the criteria of Chapter 1610 "Traffic Barriers" of the Washington State Department of Transportation Design Manual.

18. *Survey Control.* Street designs shall reference the City of Redmond's current Vertical and Horizontal Control Systems.

The Redmond Zoning Code is current through Ordinance 3226, passed September 2, 2025.

Disclaimer: The City Clerk's Office has the official version of the Redmond Zoning Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: www.redmond.gov

The Redmond Zoning Code is current through Ordinance 3226, passed September 2, 2025.

Hosted by General Code.

REDMOND ZONING CODE

Code Amendment Summary

Implementing HB 1757

Subject Matter Expert	*Ian Lefcourte*
Author	*Ian Lefcourte*
Policy Basis for Amendment	***HB 1757 of the 2025 state legislative session.***
Relevant Code Portions	RZC 21.04.1125

Proposed Amendment Overview

The proposed amendment implements HB 1757 of the 2025 state legislative session. HB 1757 was codified as edits to RCW 35A.21.440. Both laws require that cities extend the allowances for existing buildings to be used for residential purposes in commercial and mixed-use zones, to existing buildings in residential zones. Further, a city may not require a change of use permit for the conversion of an existing building to residential purposes.

Rationale

Compliance with state law.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

Comment that energy code should allow up to 2,000 Watt solar panels directly plugged into a wall outlet, similar to allowances in other states (Utah) and countries (Germany).

PROPOSED AMENDMENT:

21.04.1125 Conversions of Existing Buildings to Residential Uses.

A. ***Purpose.*** The purpose of the conversion provisions is to facilitate the conversion of existing buildings ~~that are zoned for~~ in commercial, ~~or~~ mixed-use, or residential zones, ~~uses to residential uses,~~ for the purpose of creating new housing units in existing buildings. These provisions support serving the City's housing needs and compliance with state requirements. The intent of these provisions is to fully comply with state requirements (RCW 35A.21.440, 43.21C.450, and 19.27A.270) related to conversions of existing buildings to residential uses.

B. ***Applicability.*** Existing buildings constructed for commercial or mixed-use uses. For the purpose of this section, "existing building" means a building that received a certificate of occupancy at least three years prior to the permit application to add housing units. "Existing building" has the same meaning as explained in RCW 35A.21.440, and as thereafter amended.

C. ***Special Allowances.*** For compliance with state requirements, for applications related to the conversion of existing buildings that are constructed for commercial or mixed-use uses to residential uses, the City review process shall not restrict or impose the following:

1. A restriction on housing unit density that prevents the addition of housing units at a density up to 50 percent more than what is allowed in the underlying zone if constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing; provided, that generally applicable health and safety standards, including but not limited to building code standards and fire and life safety standards, can be met within the building;

2. Impose parking requirements on the addition of dwelling units or living units added within an existing building; however, cities may require the retention of existing parking that is required to satisfy existing City residential parking requirements and for nonresidential uses that remain after the new units are added;

3. With the exception of emergency housing and transitional housing uses, impose permitting requirements on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone**, including requiring a change of use permit**;

4. Impose design standard requirements, including setbacks, lot coverage, and floor area ratio requirements, on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone;

5. Impose exterior design or architectural requirements on the residential use of an existing building beyond those necessary for health and safety of the use of the interior of the building or to preserve character-defining streetscapes, unless the building is a designated landmark or is within a historic district established through a local preservation ordinance;

6. Prohibit the addition of housing units in any specific part of a building except ground floor commercial or retail that is required by RZC standards, unless the addition of the units would violate applicable building codes or health and safety standards;

7. Require unchanged portions of an existing building **that have been** used for residential **or previously permit-approved conditioned space** purposes to meet the current energy code solely because of the addition of new dwelling units within the building**.** ~~; however, if any portion of an~~ **When any other** existing building is converted to new dwelling units**, changed portions of** each of those new units must meet the requirements of the current energy code~~;~~**, except if:**

a. The square footage of new dwelling units does not exceed 2,500 square feet or 50 percent of the total building square footage, whichever is greater; or

b. The building owner submits documentation, in a form acceptable to the code city, showing the building's residential units' projected energy use intensity is less than or equal to the energy use intensity target in accordance with the clean buildings performance standard in RCW 19.27A.210; or

c. In all areas zoned for residential housing, an additional housing unit is created within an existing home;

8. Deny a building permit application for the addition of housing units within an existing building due to nonconformity regarding parking, height, setbacks, elevator size for gurney transport, or

modulation, unless the Administrator makes written findings that the nonconformity is causing a significant detriment to the surrounding area; or

9. Require a transportation concurrency study under RCW 36.70A.070 or an environmental study under RCW Chapter 43.21C based on the addition of residential units within an existing building.

D. ***Life Safety Standards.*** Nothing in this section shall require the City to approve a building permit application for the addition of housing units constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing in cases in which the building cannot satisfy life safety standards.

REDMOND ZONING CODE

Code Amendment Summary

Lot Splitting

Subject Matter Expert	*Josh Mueller, Matthew Allen*
Author	*Glenn Coil*
Policy Basis for Amendment	*HB 1096 - 2025 state legislative session.*
Relevant Code Portions	RZC 21.74 Land Division, 21.76 Review Procedures, and 21.78 Definitions

Proposed Amendment Overview

The proposed amendment implements HB 1096 concerning lot splitting. It would make the final plat process entirely administrative.

Rationale

Consistency with state law: HB 1096

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

The amendment should include the reasoning for "Administrative" addition and how it differs from Subdivisions and short subdivisions lot split.

PROPOSED AMENDMENT:

Add new section to RZC 21.74 on Lot Split

Add Lot Split to 21.76 Permit Type and Procedures

Add Lot Split to Table 21.76.050B

Add new definition to RZC 21.78 – Lot Split - "Lot split" means the administrative process of dividing an existing lot into two lots for the purpose of sale, lease, or transfer of ownership pursuant to this section. (from HB 1096)

21.74.010.B.1

1. Compliance. All division and redivision of land into lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership shall comply with the requirements of this chapter except where specifically exempted herein. Subdivisions, short subdivisions, **administrative lot splits,** binding site plans, boundary line adjustments, unit lot subdivisions, plat alterations, and plat vacations are all considered divisions or redivisions of land for purposes of this chapter.

21.74.020.N [new subsection]

N. Administrative Lot Split Standards.

Eligibility standards unique to Administrative Lot Splits are found in 21.74.030.N.

21.74.030.N [new subsection]

N. Administrative Lot Split Procedures

1. Approval Process. Administrative Lot Splits must follow the procedures established in RZC 21.76.05.F, for a Type I review, and criteria established by RCW 58.17.145.
2. Decision by the Administrator. The Administrative Lot Split may be approved by the Administrator provided the following criteria is met:
    a. Exactly one newly created lot results from the split.
    b. Both the parent lot and the newly created lot meet the minimum lot size of the applicable zone (see RZC Article II).
    c. The parent lot was not itself created by an administrative lot split under this section.
    d. The parent lot is in a zone that allows residential use.
    e. If demolition/alteration would displace an existing residential tenant renter, the application must include a displacement mitigation strategy (e.g., relocation assistance).
    f. Prior to recording, access and utility rights are granted or conveyed as necessary to serve the maximum number of dwellings allowed, acknowledging that rights may be reduced at building-permit stage if fewer units are built.
    g. The newly created lot meets minimum density requirements if located in a zone with a minimum density requirement.
    h. The lot is buildable under all applicable regulation. Lots rendered unbuildable by critical areas, shoreline, stormwater, setbacks, impervious surface, or building coverage standards are not eligible for administrative lot split.
    i. If the split would create a lot size that would allow further land division, the split is not eligible under this section but could be pursued through another applicable land-division processes under RZC 21.74.
    j. Any construction on the newly created lot is subject to all existing state and local laws including those specified in this section. Nothing in this section modifies the requirements for approval of residential building permits in chapter 19.27 RCW.
    k. Where an application does not meet the eligibility criteria of this section, the applicant may seek approval under other land division processes under RZC 21.74.
3. Recording. All administrative lot splits shall be recorded in compliance with the following:
    a. All Administrative Lot Splits must be recorded surveys consistent with the requirements of RCW Chapter 58.09 and WAC Chapter 332-130, with a notation that future Administrative Lot Splits on either lot are prohibited.
    b. Fees and Recording Procedure. Prior to recording, the applicant shall submit the original short subdivision drawings to the City for signatures.
    c. Recording Required. No short subdivision shall be recorded unless approved as provided in this chapter. Further, recording shall not be authorized unless and until the required short subdivision

improvements have been completed or a performance assurance has been posted to ensure completion as provided in RZC 21.76.090.F, Performance Assurance. A copy of an approved short subdivision shall be filed for record with the King County Department of Records and Elections, and one reproducible copy shall be furnished to the City Engineer.

21.76.050.C

In Table 21.76.050B, add row for "Administrative Lot Split" where Process Type is "I".

21.76.060.D.4

Appeal. Type I decisions may be appealed to the Hearing Examiner as provided in RZC 21.76.060.I, Appeals to Hearing Examiner on Type I and II Permits. All decisions are final upon expiration of the appeal period or, if appealed, upon the date of issuance of the Hearing Examiner's final decision on the appeal. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court as provided RZC 21.76.060.M. **There are no administrative appeals of Type I Administrative Lot Split decisions pursuant to RCW 58.17.145.**

21.76.070.# [new subsection]

#. Administrative Lot Splits. Decision criteria for administrative lot splits are found in RZC Article V.

21.76.090.C.1.b

b. Approval of a Type I, II, or III application shall expire two years from the date approval was final unless:

i. A complete building permit application is filed before the end of the two-year term. In such cases, the vested status of the Type I, II, or III permit or approval shall be automatically extended for the time period during which the building permit application is pending prior to issuance; provided, that if the building permit application expires pursuant to RMC 15.08.050, Amendments to the International Building Code, the vested status of a Type I, II, or III permit or approval shall also expire;

ii. For **administrative lot splits,** short plats and binding site plans, the **lot split survey,** final plat or approved binding site plan is recorded;

<<no change to the rest of 21.76.090.C.1.b>>

21.78.210

Lot Split. The administrative process of dividing an existing lot into two lots for the purpose of sale, lease, or transfer of ownership pursuant to RCW 58.17.145 and as hereafter amended.

REDMOND ZONING CODE

Code Amendment Summary

Unit Lot Subdivisions

Subject Matter Expert	*Josh Mueller, Guilherme Motta*
Author	*Glenn Coil*
Policy Basis for Amendment	*SB 5559 of the 2025 state legislative session.*
Relevant Code Portions	RZC 21.74 Land Division, 21.76 Review Procedures, 21.78 Definitions

Proposed Amendment Overview

The proposed amendment implements SB 5559 concerning unit lot subdivisions. It also would make final plat approval administrative.

Rationale

Consistency with state law - SB 5559

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

None to date.

PROPOSED AMENDMENT:

21.74.030 Decision Criteria and Procedures.

A. ***Application Submittal Requirements.***

1. *Scope.* This section sets forth the requirements that must be met in order for applications for approvals governed by this chapter to be considered complete.

2. *Preliminary Subdivisions.* In order to be considered complete, each application for preliminary subdivision approval shall contain the following:

a. A completed general application form and project contact form;

b. The required application fees;

c. A small-scale vicinity map (suitable for public notice purposes);

d. A completed SEPA/CAO fee worksheet;

e. A CAO report, if required in RZC Chapter 21.64, Critical Areas Regulations;

f. For large sites, key plat map showing the entire site on one large sheet;

g. A set of preliminary plat plans showing the proposed layout of all lots, tracts, parcels, and streets;

h. A preliminary stormwater report;

i. A SEPA application form, together with a completed City of Redmond SEPA checklist;

j. A traffic study, if required by the City ~~Public Works Department~~;

k. A title report or plat certificate for all parcels involved;

l. Density calculations indicating maximum and minimum density requirements for the proposal and including density bonus calculations, if applicable;

m. A transportation certificate of concurrency or, if no such certificate has been issued at the time of application, a transportation concurrency application that contains all information required for a transportation concurrency determination under RZC 21.52.010, Transportation Concurrency;

n. A reduced site plan showing proposed lot layout (suitable for public notice purposes); and

o. A tree preservation plan if trees are proposed to be removed as part of the proposal.

D. ***Short Subdivision Procedures.***

1. *Approval Process.* Short subdivisions shall follow the procedures established in RZC 21.76.050.G, for a Type II review.

2. *Decision by the Technical Committee.* Each final decision of the Technical Committee shall be in writing and shall include findings and conclusions based on the record to support the decision. The decision made by the Technical Committee shall be given the effect of an administrative decision and may be appealed in accordance with RZC 21.76.060.E, Technical Committee Decisions on Type II Reviews.

3. *Effect of Approval.* Approval of the short subdivision shall constitute authorization for the applicant to develop the short subdivision facilities and improvements, upon review and approval of construction drawings by the City ~~Public Works Department~~. All such facilities and improvements shall be completed or have a performance assurance posted to assure completion as provided in RZC 21.76.090.F, Performance Assurance, prior to recording of the short subdivision. All development of a short subdivision shall be subject to any conditions imposed by the City on the short subdivision approval.

4. Short subdivision approval shall expire pursuant to the following:

   a. Two years from the date of the Technical Committee notice of decision if the short plat has not been recorded. A single one-year extension may be granted by the Technical Committee if the applicant has attempted in good faith to submit the final short plat within the two-year period; provided, however, that the applicant must file a written request for extension at least 30 days prior to expiration of the two-year period.

5. *Recording.* All short subdivisions shall be recorded in compliance with the following:

   a. *Fees and Recording Procedure.* Prior to recording, the applicant shall submit the original short subdivision drawings to the City ~~Public Works Engineering Department~~ for signatures.

   b. *Recording Required.* No short subdivision shall be recorded unless approved as provided in this chapter. Further, recording shall not be authorized unless and until the required short subdivision improvements have been completed or a performance assurance has been posted to ensure completion as provided in RZC 21.76.090.F, Performance Assurance. A copy of an approved short subdivision shall be filed for record with the King County Department of Records and Elections, and one reproducible copy shall be furnished to the City Engineer.

6. *Restriction on Further Division.* Land within an approved and recorded short subdivision may not be further subdivided within a period of five years from the date of final approval

if such further division would result in more than nine lots within the original short subdivision boundaries. Any division that would result in more than nine lots within the original short subdivision within the five-year period may be accomplished only by following the process for preliminary and final subdivision approval set forth in RZC 21.74.030.E, Preliminary Subdivision Procedures, and RZC 21.74.030.G, Final Subdivision Procedures.

E. ***Preliminary Subdivision Procedures.***

1. *Approval Process.* Preliminary subdivisions shall follow the procedures established in RZC 21.76.050.H, Type III Review.

2. *Effect of Preliminary Subdivision Approval.* Approval of the preliminary subdivision shall constitute authorization for the applicant to develop the subdivision facilities and improvements upon review and approval of construction drawings by the City ~~the Public Works Department~~. All development shall be subject to any conditions imposed by the Hearing Examiner.

3. *Time Limits – Approval Within 90 Days.* A preliminary subdivision shall be approved, approved with conditions, denied, or returned to the applicant for modification or correction within 90 days from the date of filing of a complete application unless the applicant agrees to an extension of the time period in writing; provided, that should an environmental impact statement (EIS) be required per RCW 43.21C.030, Guidelines for State Agencies, Local Governments, the 90-day period shall not include the time spent in preparing and circulating the EIS by the City. A preliminary subdivision application shall not be deemed "filed" until all of the requirements for a complete application established by RZC 21.74.030.A, Application Submittal Requirements, have been met.

4. *Limitation on Preliminary Approval.*

a. Final approval of a subdivision must be acquired within seven years of preliminary plat approval if the date of preliminary plat approval is on or before December 31, 2014, and within five years of the date of preliminary plat approval if the date of preliminary plat approval is on or after January 1, 2015, after which time the preliminary plat approval is void.

b. Final approval of a subdivision must be acquired within 10 years of preliminary plat approval if the date of preliminary plat approval is on or before December 31, 2007,

and not subject to the requirements of RCW Chapter 90.58, the Shoreline Management Act, after which time the preliminary plat approval is void.

c. The Hearing Examiner may grant an extension of the time periods set forth in RZC 21.74.030.E.4.a and E.4.b for one year if the applicant has attempted in good faith to submit the final plat within the required time period; provided, however, the applicant must file a written request with the Planning Department requesting the extension at least 30 days before expiration of the required time period.

G. ***Final Subdivision Procedures.***

1. *Time Limits.* A final plat application shall be approved, denied, or returned to the applicant for modification or correction within 30 days from the date of filing unless the applicant consents to an extension of such time period.

2. *Review by ~~City~~ Engineer.* A ~~The City Engineer or a~~ licensed professional engineer acting on behalf of the City shall review the survey data, layout of lot lines, streets, alleys and other rights-of-way, design of bridges, and utility systems improvements, including storm drainage, water, and sanitary sewer.

3. *Findings by ~~City~~ Engineer.* A ~~The City Engineer or other~~ professional engineer acting on behalf of the City shall convey their findings to the Technical Committee ~~City Council~~. The engineer shall assure that:

a. The proposed final plat meets all standards established by state law and this section relating to the final plat's drawings and subdivision improvements;

b. The proposed final plat bears the certificates and statements of approval required by this section;

c. A current title insurance report furnished by the subdivider confirms the title of the land in the proposed subdivision is vested in the name of the owners whose signatures appear on the final plat;

d. The legal description of the plat boundary on the current title insurance report agrees with the legal description on the final plat;

e. The facilities and improvements required to be provided by the subdivider have been completed or, alternatively, that the subdivider has provided a surety in an

amount commensurate with improvements remaining to be completed, as provided in RZC 21.76.090.F, Performance Assurance;

f. The surveyor has certified that all survey monument lot corners are in place and visible; and

g. The final plat contains a dedication to the public of all common improvements, including but not limited to streets, roads, sewage disposal systems, storm drainage systems, and water supply systems which were a condition of approval. The intention to dedicate shall be evidenced by the owner's presentment of a final plat showing the dedication, and the acceptance by the City shall be evidenced by the approval of the final plat.

4. *Review* – Administrative Approval ~~City Council~~. The Technical Committee ~~City Council~~ shall review the final plat ~~at a public meeting~~, according to the decision criteria for final plats set forth in RZC 21.74.030.C, Decision Criteria for Approval of Final Subdivisions. ~~No public hearing shall be required. Notice of the public meeting at which the final plat will be considered will be mailed to the applicant and to any person who was a party of record to the preliminary plat proceedings at least 10 days in advance of the meeting.~~ If the ~~City Council~~ Technical Committee approves the final plat, the Administrator, Public Works Director, and City Engineer ~~Mayor~~ shall be authorized to inscribe and execute the written approval on the face of the plat map. If the Technical Committee ~~City Council~~ denies the final plat, the final plat will be returned to the applicant with reasons for denial and conditions for compliance.

5. *Recording.* All final plats shall be recorded in compliance with the following:

a. *Fees and Performance Assurance.* Prior to recording, the applicant shall submit the original final plat drawings to the ~~Public Works Department~~ City together with the plat checking fees. Unless all required improvements have been constructed prior to final plat approval, the applicant shall also submit all required performance assurances to guarantee completion of the improvements as required by RZC 21.76.090.F, Performance Assurance.

b. *Recording Required.* No final plat shall be recorded unless approved as provided in this section. The original of an approved final plat shall be filed for record with the King County Department of Records and Elections.

c. *Time Limit.* All final plats shall be recorded within 120 days after Technical Committee ~~final~~ approval ~~is granted by the City~~. Approval shall expire if the final plat is not recorded within this period.

6. *Valid Land Use.* As required by RCW 58.17.170, Written Approval of Subdivision, a subdivision shall be governed by the terms of the approval of the final plat, and any lots created shall be a valid land use for a period of not less than five years from date of filing, unless the ~~City Council~~ Technical Committee finds that a change in conditions in the subdivision creates a serious threat to the public health or safety.

H. ***Unit Lot Subdivisions.***

1. *Applicability.* The provisions of this section apply exclusively to the unit lot subdivision of land for existing or new attached or detached dwelling units, in which no dwelling units are stacked on another dwelling unit or other use. The purpose is to allow for the creation of lots for the individual ownership of these types of housing units while applying only those site development standards applicable to the parent lot as a whole. ~~that have land use approval through RZC 21.76.070.Y, Site Plan Entitlement; RZC Chapter 21.67, Green Building Program (GBP); and RZC 21.76.070.P, Master Planned Development.~~

2. *Approval Process.* A unit lot subdivision for new developments shall follow the procedures established in RZC 21.76.050.G, Type II Review~~, if nine or fewer unit lots are proposed~~. ~~Preliminary unit lot subdivisions shall follow the procedures established in RZC 21.76.050.H, Type III Review, if 10 or more unit lots are proposed.~~ Final unit lot subdivisions of 10 or more lots shall follow the procedures established in RZC 21.74.030.G, Final Subdivision Procedures, for final plats. Existing developed lots, where structures comply with all standards applicable to the parent lot, shall follow the procedures established in RZC 21.76.050.F, Type I Review.

a. The approval procedures shall not require any public pre-decision meeting or hearing, nor any design review other than administrative design review.

3. *Compliance With Prior Approvals.* Sites developed or proposed to be developed with single-family attached or detached dwelling units may be subdivided into individual unit lots as provided herein. The development as a whole shall conform to the regulations of the zone that the site is located in and to the plans that were granted approval through provisions of this code~~, either: RZC 21.76.070.Y, Site Plan Entitlement; RZC Chapter 21.67, Green Building Program (GBP); or RZC 21.76.070.P, Master Planned Development~~.

a. Portions of the parent site not subdivided for individual unit lots shall be owned in common by the owners of the individual unit lots, by a homeowners' association comprised of the owners of the individual unit lots located within the parent site, or by a community land trust.

4. Development on individual unit lots is not required to conform with all development standards that typically apply to individual lots as long as the parent lot conforms to all such development standards. Each unit lot shall comply with applicable building codes. Fire protection for the buildings shall be based on the aggregate square footage on the parent lot.

5. Internal vehicular courts and driveways providing vehicular access to unit lots in the subdivision from public streets shall not be considered public or private streets when considering unit lot subdivisions.

6. Subsequent ~~platting~~ subdivision actions, additions, or modification to the structure(s) may not create or increase any nonconformity of the parent lot as a whole, and shall conform to the approved unit lot housing development project or to the land use and development standards in effect at the time of the proposed actions, additions, or modifications.

~~7. Access easements, joint use and maintenance agreements, and covenants, conditions, and restrictions (CC&Rs) identifying the rights and responsibilities of property owners and/or the homeowners' association shall be executed for use and maintenance of common garage, parking, and vehicle access areas; underground utilities; common open space, such as common courtyard open space; exterior building facades and roofs; and other similar features, shall be recorded with the King County Department of Records and Elections.~~

8. Within the parent lot, required parking for a dwelling unit may be provided on a different unit lot than the lot with the dwelling unit, as long as the right to use the parking is formalized by an easement recorded with the King County Department of Records and Elections.

9. The minimum residential density required for unit lot subdivision in the Downtown Core zone shall be 35 dwelling units per acre. There shall be no minimum residential density requirements for unit lot subdivisions elsewhere in the City unless required by the zone in which the site is located.

10. Notes shall be placed on the face of the plat or short plat as recorded with the King County Department of Records and Elections to acknowledge the following:

a. Approval of the design and layout of the units on each of the lots housing development project was granted based on detailed ~~by the~~ review of that specific project ~~the development~~, as a whole, on the parent lot including specific reference to the applicable permit or file number for that specific. The title of the plat shall include the phrase "Unit Lot Subdivision". ~~project by RZC 21.76.070.Y, Site Plan Entitlement; RZC Chapter 21.67, Green Building Program (GBP), or RZC 21.76.070.P, Master Planned Development.~~

b. Development, redevelopment, or rehabilitation of structures on each unit lot is subject to review and approval of plans that are consistent with the design of the surrounding structures on the parent lot as approved by the City through subject file number as stated in RZC 21.74.030.H.10.a.

c. Access easements, joint use and maintenance agreements, and covenants, conditions, and restrictions (CC&Rs) identifying the rights and responsibilities of property owners and/or the homeowners' association shall be executed for use and maintenance of common garage, parking, and vehicle access areas; underground utilities; common open space, such as common courtyard open space; exterior building facades and roofs; and other similar features. ~~shall be recorded with the King County Department of Records and Elections~~.

d. Additional development of the individual lots may be limited as a result of the application of development standards to the parent site.

J. ***Subdivision Alterations.***

1. *Scope.* This section establishes the procedures to be used for subdivision alterations under RCW 58.17.215 through 58.17.218.

2. *Approval Process.* Subdivision alterations shall follow the procedures established in RZC 21.76.050.J, Type V Review.

3. *Application Requirements.* An application for alteration of a subdivision shall meet the submittal requirements established by the Administrator, and shall contain the signatures of those persons having an ownership interest in the majority of the lots, tracts, parcels, sites, or divisions in the subject subdivision or portion to be altered, and other application submittal materials as required. If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the alteration would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants; provided, that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the alteration.

4. *Hearing Required.* The City Council shall conduct a public hearing on the application for a subdivision alteration.

5. *Decision Criteria.* The City Council shall approve the application for alteration of the subdivision or approve the application with conditions if it determines that the public use and interest will be served by the alteration. The City Council shall deny the application for alteration if it finds that the public use and interest will not be served by the alteration.

6. After approval of the alteration, the applicant shall submit to the City a revised drawing of the approved alteration of the subdivision, which after signature of the approving authority shall be filed with the King County Department of Records and Elections to

become the lawful plat of the property. The revised drawing shall be surveyed and prepared by a Washington State-licensed land surveyor.

7. The procedures set forth in RZC 21.74.030.J.1 through J.3 apply to subdivisions that have been recorded. A subdivision that has not yet been recorded and that has not expired may be altered upon approval by the Administrator as long as the alteration is consistent with the final plat approval granted by the City Council. In the event that the alteration is not consistent with that approval, alteration may be approved only by repeating the final plat approval process.

8. Administrative Easement Release. Notwithstanding the requirements of J.4 (public hearing) and J.5 (Council decision), the City may release an easement administratively if:

a. The easement is no longer needed for public use;

b. The City is the sole beneficiary of the easement; and

c. The release does not adversely affect public health, safety, or welfare.

The release shall be signed by the Mayor or their designee and documented with a revised plat or exhibit filed with the King County Recorder's Office or its successor agency.

K. ***Final Subdivision and Short Subdivision Corrections.***

1. *Public Dedication – Not Involved.* Amendments, alterations, modifications, and changes to recorded final subdivisions and short subdivisions that do not affect a public easement or other public dedication of land shall be accomplished only by one of the following methods:

a. File a new plat for the lots in question by following the full subdivision procedures of this chapter; or

b. File a short plat for lots in question by following the procedures of this chapter; or

c. File an application for an administrative modification or boundary line adjustment.

2. *Public Dedication – Involved.* Amendments, alterations, modifications, and changes to recorded final plats and short plats that do affect a public easement or other public

dedication of land shall be accomplished by following the procedures of RZC 21.74.030.I, Subdivision Vacations, or RZC 21.74.030.J, Subdivision Alterations.

3. Administrative Public Easement Release. The City may administratively release a public easement that is no longer needed for public use. The Mayor or their designee is authorized to sign the release. The release requires:

a. Verification by the City that the easement is no longer required for public utilities, access, drainage, or other public purposes.

b. Submission of a revised surveyed plat or easement exhibit, prepared by a licensed Washington State surveyor, showing the easement removed.

c. Recording of a revised plat/exhibit with the King County Recorder's Office or its successor agency.

This process does not require a City Council hearing but may include notice to adjacent property owners at the discretion of the Administrator.

21.78.250 P Definitions

Parent Lot. *A* residential lot that is subdivided into unit lots through the unit lot subdivision process.

21.78.300 U Definitions

Unit lot. A subdivided lot within a residential development as created from a parent lot and approved through the unit lot subdivision process.

Unit Lot Subdivision. ~~A division or redivision of land in which one or more boundaries of the individual lots coincide with the interior walls of a structure which separate individual attached single-family dwelling units.~~ A subdivision or short subdivision proposed as part of a residential development project that meets the development standards applicable to the parent lot at the time the application is vested, but which may result in development on one or more individual unit lots becoming nonconforming as to specified land use and development standards based on the analysis of the individual unit lot.

21.76.050B Classification of Permits and Decisions

Table 21.76.050B Classification of Permits and Decisions		
Permit Type	**Process Type**	**RMC Section (if applicable)**
Unit Lot Subdivision	I or II	

REDMOND ZONING CODE

Code Amendment Summary

Implementing SB 5509 for Childcare Zoning

Subject Matter Expert	*Kim Dietz, Jenny Nelson*
Author	*Kim Dietz, Jenny Nelson*
Policy Basis for Amendment	*SB 5509 of the 2025 state legislative session.*
Relevant Code Portions	RZC 21.04

Proposed Amendment Overview

The proposed amendment implements SB 5509 concerning childcare zoning. State law limits restrictions cities can place on the location of childcare centers. The proposed amendments would allow daycare centers in the NR, NMF, NMU, and RA-5 zones as required in state law.

Rationale

Compliance with state law. Staff recommends addressing the portions of SB 5509 addressing industrial and light industrial zones when guidance from the Department of Commerce is available.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

None to date.

PROPOSED AMENDMENT:

21.04.0200 Nonresidential Use Table.

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
Education, Public, Health, and Other Institutions																					
Day care center	P ~~L 13 / C~~	P ~~L 13 / C~~	P ~~L 13~~	P	P	P	P	P	P	P	P	P	P	P	P	L 15	N	N	P ~~N~~	N	~~A CUP is required in NR and NMF. See RZC 21.04.2080.~~

Notes and Limitations

1 Shall not be materially detrimental in terms of noise, truck traffic, vibrations, odors, and other potential operational impacts with neighborhood units or nearby mixed-use/residential developments. Application of this note is limited in the MMC and MMM zoning districts to new structures permitted after June 17, 2017.

2 For properties in a CARA this use may be restricted or prohibited. See RZC 21.64.050.

3 Uses Not Permitted.

a. Gasoline service;

b. Outdoor automobile sales, rental or service;

c. Rental storage and mini-warehouses;

d. Warehouse and storage services;

e. Outdoor storage.

4 Limited to less than 75,000 square feet gross floor area in a single use.

5 Membership wholesale/retail warehouse limited to showroom only with a maximum size of 75,000 square feet gross floor area.

6 Administrative office/business functions only.

7 Is limited to:

a. Athletic, sports, and play fields.

b. Marine recreation.

c. Commercial swimming pools.

d. Education facilities allowed in MP zones outside of MP Overlay but limited to technical, trade, and other specialty schools only.

e. Animal kennels.

f. Real estate services limited to mini-warehouse/self-storage only.

g. Professional services limited to research and development services and other uses that support another permitted use within the MP zone only.

h. Administrative services limited to corporate headquarters and regional offices associated with manufacturing and wholesale trade uses within an MP zone.

i. Athletic club or fitness center.

j. Repair and rental of goods.

8 Includes noncommercial indoor recreation uses, such as community clubhouses, indoor swimming pools, and other similar facilities.

9 Permitted only abutting Lake Sammamish. Excludes medical airlift.

10 Limited to mixed-use developments. Not permitted as a stand-alone use.

11 All commercial livestock, dairy and fowl enterprises limited to lots 35,000 square feet in size or larger, and must meet Seattle-King County Health Department regulations and the regulations of Redmond's Municipal Code. Personal, noncommercial livestock, dairy, and fowl activities are considered an accessory use and are allowed; provided, that all Health Department and Municipal Code requirements are met.

12 Limited to lots 35,000 square feet or larger.

~~**13 Day care uses are only permitted in a building or building complex used for other uses, such as a school, church, meeting hall, or some other building used for more than one purpose.**~~

14 Shall not be located on a parcel that abuts a Neighborhood Residential or Neighborhood Multifamily zone.

15 Only allowed in the MP Overlay (see note 7D for educational facilities).

16 Limited to MP Overlay only: pet and animal sales or services (except veterinary), ambulatory and outpatient health care services, health and personal care, and finance and insurance.

17 Shall be located in multi-tenant buildings or a single building in a multibuilding, multi-tenant complex.

18 Fifty-person seating capacity, except when associated with manufacture of food or kindred products. In that case, maximum is 100-person seating capacity, so long as the seating area does not occupy more than 25 percent of combined gross floor area. The seating limit does not apply when the use is secondary to a winery or brewery, but the 25 percent limit continues to apply.

19 Hours of operation limited to:

a. 6:00 a.m. – 12:00 p.m. in the MMM and MP zoning districts.

b. 6:00 a.m. – 10:00 p.m. in the BP and I zoning districts.

20 Not permitted north of NE 90th Street and west of Willows Road.

21 Finance and insurance, convenience use, and personal services uses:

a. Permitted in Willows/Rose Hill Neighborhood north of NE 95th Street only.

b. Must be closed a minimum of four hours in any 24-hour period.

c. Minimum size per tenant is 1,000 square feet gfa.

d. Maximum size per tenant is 20,000 square feet gfa.

e. Shall be secondary use in multi-tenant building; shall not be located in separate building containing only convenience uses.

22 Maximum size is 30,000 square feet gfa in Willows/Rose Hill Neighborhood north of NE 95th Street.

23 For automobile sales, service, or repair:

a. May occupy up to 25 percent of the combined gross floor area.

b. Vehicle display area shall be outside of required parking and landscape areas.

c. Vehicles shall be stored on paved surfaces.

d. Advertising signs are not permitted on the outside of vehicles. Signs providing information about the vehicle, such as year, make, model, etc., may be displayed on the outside of or in the windows of vehicles.

e. Vehicle repair shall be conducted indoors.

24 Outdoor loudspeaker systems are prohibited.

25 Razor wire, chain link, and barbed wire fences prohibited on street or access frontage.

26 Limited to government and administration uses only.

21.04.2080 Day Care Centers.

A. ~~Purpose. This section provides development criteria for commercial day care centers in residential zones.~~ **Reserved.**

~~B. Development Standards.~~

~~1. Commercial Day Care Centers (Residential Zones).~~

~~a. Day care centers shall comply with all building, fire, safety, and health codes, and all applicable development standards.~~

~~b. Day care centers shall obtain a business license and maintain the use license as long as the use operates.~~

~~c. Day care centers shall obtain all required state approvals.~~

~~d. In the RA-5 zone, stand-alone day care centers are prohibited.~~

~~e. Day care centers shall not be located closer than 300 feet from another existing day care operation in residential zones.~~

~~f. The minimum lot size shall be 20,000 square feet in all residential zones.~~

~~g. Play equipment used in the day care operations shall be placed no closer than 10 feet from any property line.~~

~~h. Off-street parking for each employee shall be provided.~~

~~i. Building design, site plans and landscaping shall be of a character which is appropriate for the area.~~

~~j. Day care centers may be approved in new or existing churches and other places of worship, and no additional approval will be required, provided all other requirements of this section are met.~~

~~k. Day care centers located in residential zones shall operate within the hours of 5:00 a.m. to 10:00 p.m.~~

21.78 Definitions.

Day Care Center. ~~An agency which regularly provides temporary care for a group of children between the ages of six weeks to 12 years for periods less than 24 hours in a residence or structure other than the parent's home on a regular recurring basis for pay or other valuable consideration, including but not limited to the furnishing of shelter, sustenance, supervision, education and other supportive services. The term is not intended to include babysitting services of a casual, nonrecurring nature.~~ **"Day Care Center", "Child day care center" and "child care center" mean an agency that regularly provides early childhood education and early learning services for a group of children for periods of less than 24 hours, as defined by RCW 43.216.010 and hereafter amended.**

REDMOND ZONING CODE

Code Amendment Summary

Implementing SB 5184 and Parking Provisions of HB 1183

Subject Matter Expert	*Jeff Churchill*
Author	*Jeff Churchill*
Policy Basis for Amendment	*SB 5184 of the 2025 state legislative session.* *Portions of HB 1183 of the 2025 state legislative session.*
Relevant Code Portions	21.40.010.C, 21.40.010.D

Proposed Amendment Overview

The proposed amendment implements SB 5814 of the 2025 state legislative session and the portions of HB 1183 of the same session related to parking. SB 5184 was codified as RCW 35A.21.445. The portion of HB 1183 related to parking was codified as RCW 36.70A.817. Both laws restrict how cities can regulate off-street parking.

The proposed amendment also codifies an administrative interpretation for measuring the distance to a frequent transit stop.

Rationale

Compliance with state law and clear regulations.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

Concern about sight-obstructing vegetation in parking lots and near crosswalks.

PROPOSED AMENDMENT:

C. ***Administration.*** In the administration of this section, the following rules shall be used:

1. *Nonconforming Parking.*

a. A development that met the parking requirements in effect at the time it was approved but that does not have sufficient parking spaces to meet the current requirements of this chapter, may continue to operate with the parking deficiency as long as no enlargement is made that would require additional parking spaces;

b. When a development with nonconforming parking is enlarged so as to require additional parking spaces, the requirements of this chapter shall apply only to the enlargement;

c. When a preexisting building with nonconforming parking is remodeled or rehabilitated but not enlarged, the existing use of the building may continue without providing additional parking. In the event that the land use is increased by an addition of building square footage, the minimum level of parking required, including bicycle parking required by this chapter, consistent with the increased land use affected by the change must be provided, or an approved Mobility Management Program, as provided in RZC 21.52.020, Mobility Management Program, must be implemented for the site that effectively reduces parking demand;

d. When additional uses are placed on the same lot with the nonconforming parking or an enlarged lot of which the lot with nonconforming parking is a part, the requirements of this chapter shall apply only to the additional use; and

e. *Parking in Downtown, Overlake, and Marymoor Village.*

i. Developments with nonconforming parking shall not be required to provide additional parking spaces when a change of use occurs**, either from non-residential to residential or non-residential to another non-residential use,** or minor improvements are performed, provided that the change of use or minor improvement do not enlarge the structure or increase the amount of nonconformity.

ii. Developments, sites, and structures where a portion of the site and/or structures have been obtained under threat of condemnation shall not be required to provide additional parking spaces than that which was sufficient to meet the requirements in place during the most recent development or construction of the site.

2. *Separate Parking Facilities.* A parking facility that is required for one establishment shall not be considered as part of the parking facility required for any other enterprise, except for cooperative parking as provided in RZC 21.40.010.F, General Parking Requirements.

3. *Site Plan Entitlement Required.* All proposed parking facilities are subject to the site plan entitlement process of RZC 21.76.070.Y, Site Plan Entitlement.

4. *Car-Sharing Parking.* In all zones except Neighborhood Residential, required parking spaces may be occupied by car-sharing vehicles.

D. ***Required Off-Street Parking.***

1. The minimum required and maximum permitted number of off-street parking spaces for each land use is noted in the Parking Ratio Column of each zone. Where calculations of parking requirements result in fractional amounts, they shall be rounded up if 0.5 or over.

Table 21.40.010D. Required Off-Street Parking

	Parking Ratio: Unit of Measure (Minimum Required, Maximum Allowed)		
Use Class	**Within 1/4 Mile of Frequent Transit or in a TOD Focus Area**	**In a Center, Not Within 1/4 Mile[#] of Frequent Transit, Not in a TOD Focus Area**	**All Other Locations**
Residential [1]			
Dwelling unit, detached	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (1.0, –)
Dwelling unit, attached	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (1.0, –)

Accessory dwelling unit	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (0, –)
Tiny home	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (0, –)
Cottage	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (0, –)
Dwelling unit, multifamily	Dwelling unit (0, 1.0)	Dwelling unit (0.5, 1.25)	Dwelling unit (0.5, 2.0)
Mixed-use residential structure	Dwelling unit (0, 1.0)	Dwelling unit (0.5, 1.25)	Dwelling unit (0.5, 2.0)
Permanent supportive housing, transitional housing	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (0.5, –)
Group Home/Congregate Housing			
Dormitory or residential suite	Bed (0, 1.0)	Bed (0, 1.0)	Bed (0, 1.0)
Adult family home	Dwelling unit (0, 2.0)	Dwelling unit (0, 2.0)	Dwelling unit (1.0, 2.0)
Long-term care facility	Patient bed (0, 0.25)	Patient bed (0, 0.25)	Patient bed (0.25)
Residential care facility	Patient bed (0, 0.25)	Patient bed (0, 0.25)	Patient bed (0.25)
Retirement residence	Without skilled nursing: unit (0, 1.0) With skilled nursing: worker on largest shift (0, 1.0)	Without skilled nursing: unit (0, 1.0) With skilled nursing: worker on largest shift (0, 1.0)	Without skilled nursing: unit (0, 1.0) With skilled nursing: worker on largest shift (0, 1.25)
Emergency housing or emergency shelter	Bed (0, 1.0)	Bed (0, 1.0)	Bed (0, 1.0)
Lodging			
Bed and breakfast inn or boarding house	Rental room (0, 1.0)	Rental room (0, 1.0)	Rental room (1.0)
Hotel or motel	Rental room (0, 1.0)	Rental room (0, 1.0)	Rental room (1.0)
General Sales or Service			
Retail sales	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
Cannabis retail sales	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
Business and service	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)

Food and beverage	1,000 sq. ft. gfa (0, 5.0) No requirement for kiosks and vending carts	1,000 sq. ft. gfa (0, 7.5) No requirement for kiosks and vending carts	1,000 sq. ft. gfa (0, 9.0)
Drive-up stand	No requirement	No requirement	No requirement
Animal kennel/shelter	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
All other general sales or service	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
Arts, Entertainment, and Recreation			
Arts, entertainment, recreation, and assembly	1,000 sq. ft. gfa (1.0, adequate to accommodate typical use)	1,000 sq. ft. gfa (2.0, adequate to accommodate typical use)	1,000 sq. ft. gfa (2.0, adequate to accommodate typical use)
Golf course			Adequate to accommodate typical use
Natural and other recreational parks	1,000 sq. ft. land area (0, adequate to accommodate typical use)	1,000 sq. ft. land area (0, adequate to accommodate typical use)	1,000 sq. ft. land area (0, adequate to accommodate typical use)
Adult entertainment facilities	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Water enjoyment use	No requirement	No requirement	No requirement
Piers, docks, floats, and other water-oriented accessory structures	No requirement	No requirement	No requirement
Education, Public, Health, and Other Institutions			
Education, government, health care and other institutions	1,000 sq. ft. gfa (0, adequate to accommodate typical use)	1,000 sq. ft. gfa (0, adequate to accommodate typical use)	1,000 sq. ft. gfa (2.0, adequate to accommodate typical use)
Day care center	Employee on maximum shift (0, 1.0)	Employee on maximum shift (~~0.5~~ 0, 1.0)	Employee on maximum shift (~~0.5~~ 0, 1.0)
Family day care provider	No requirement	No requirement	No requirement
Faith-based and funerary	Assembly uses: 1,000 sq. ft. gfa (5.0, 10.0) or fixed seats (0.1, 0.2)	Assembly uses: 1,000 sq. ft. gfa (5.0, 10.0) or fixed seats (0.1, 0.2)	Assembly uses: 1,000 sq. ft. gfa (7.5, 10.0) or fixed seats (0.2)

	All other uses: 1,000 sq. ft. gfa (1.0, 3.0)	All other uses: 1,000 sq. ft. gfa (2.0, 3.0)	All other uses: 1,000 sq. ft. gfa (2.0, 5.0)
Secure community transition facility	Adequate to accommodate typical use	Adequate to accommodate typical use	Adequate to accommodate typical use
All other uses	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Manufacturing and Wholesale Trade			
Manufacturing and wholesale trade	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Artisanal manufacturing, retail sales, and service	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
Cannabis processing	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
All other uses	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Transportation, Communication, and Utilities			
All uses except those below	1,000 sq. ft. fga (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)	1,000 sq. ft. gfa (2.0, 5.0)
Rapid charging station; local utilities; regional utilities; wireless communication facilities; automobile parking facilities; heliport; float plane facility	No requirement	No requirement	No requirement
Agriculture			
All uses	No requirement	No requirement	No requirement
Other			
Construction-related business	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Mining and extraction establishment	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Wetland mitigation banking	No requirement	No requirement	No requirement

 # Distance to frequent transit is measured as the walking distance from the nearest property edge to the nearest station or stop with frequent transit

1There is no minimum off-street parking requirement for middle housing located within one-half mile of a major transit stop as defined in RCW 36.70A.030 or its successor.

 # There is no minimum off-street parking requirement for the following uses or structure types in accordance with RCW 35A.21.445 and RCW 36.70A.817 or their successors:

a. **Single-family or middle housing residences under 1,200 square feet.**

b. **Affordable housing as defined in RCW 36.70A.030 or its successor.**

c. **Senior housing (defined as retirement residence in RZC 21.78.270).**

d. **Ground-level non-residential spaces in mixed-use buildings.**

e. **Buildings that meet passive house requirements as defined in RCW 36.70A.817 or its successor.**

f. **Modular construction as defined in RCW 36.70A.817 or its successor.**

g. **Mass timber construction as defined in RCW 36.70A.817 and RCW 19.27.570 or their successors.**

2. All multifamily and nonresidential development over 1,000 square feet of gross floor area must include at least two accessible parking spaces, even if doing so would exceed the required off-street parking minimums or maximums or exceed Americans with Disabilities Act (ADA) requirements. In the case where an accessible space would exceed ADA requirements, the Code Administrator may approve designating adjacent on-street parking as a designated accessible space in lieu of providing an on-site space. Existing on-street spaces that are designated as accessible can be counted toward the requirements of this subsection. The Code Administrator may waive the requirements to provide accessible parking in excess of ADA requirements if the Code Administrator determines that requiring the spaces would (a) not meet the nexus and rough proportionality tests as described in RZC 21.17.010.B.2, or (b) substantially impact the feasibility of the project.

3. The Administrator may approve alternative minimum parking requirements for specific uses on specific development sites where the land use permit applicant demonstrates, through a parking study prepared by a qualified expert, that the alternative requirement will provide sufficient parking to serve the specific use without adversely impacting other uses and streets in the vicinity. The Administrator may require the recording of a covenant or other instrument restricting the use of the property to the specific use for which the alternative minimum parking requirement was approved. Where a parking study does not demonstrate that available parking stalls will adequately serve the proposed use, reductions below the minimum requirement may be approved if a mobility management program that effectively reduces parking demand as provided in RZC 21.52.020, Mobility Management Program, is approved and recorded with the property.

The Technical Committee may require alternative parking programs if there is a need to reduce overall parking to alleviate significant adverse environmental impacts.

4. Required parking may be provided off site within 600 feet of the site, unless otherwise approved by the Administrator, when secured by an easement.

REDMOND ZONING CODE

Code Amendment Summary

Implementing SB 5611 for Permitting Timelines and Binding Site Plans

Subject Matter Expert	*David Lee*
Author	*Lauren Alpert*
Policy Basis for Amendment	*SB 5611 of the 2025 state legislative session.*
Relevant Code Portions	21.74.030.L

Proposed Amendment Overview

The proposed amendment implements SB 5611 concerning permitting timelines and binding site plans.

Rationale

The provisions of SB 5611 that require changes to the Redmond Zoning Code are provisions that allow the binding site plan process to be used for multifamily developments. This proposal implements that change in state law.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

None to date.

PROPOSED AMENDMENT:

L. Binding Site Plans.

1. Scope. This subsection establishes the procedures to be used for the division of land using the binding site plan process pursuant to RCW 58.17.035. **For purposes of RZC 21.74.030.L, commercially zoned property includes property that is zoned to permit or conditionally permit any multifamily residential uses.** Division of land using the binding site plan process is limited to:

a. Divisions for the sale or lease of commercial or industrial zoned property;

b. Divisions for the purpose of lease when no residential structures other than mobile homes or travel trailers are permitted to be placed on the land; and

c. Divisions of land into lots or tracts made under the provisions of the Horizontal Properties Regimes Act (RCW Chapter 64.32) or the Condominium Act (RCW Chapter 64.34).

2. Approval Process. Binding site plans shall follow the procedures established in RZC 21.76.050.G, Type II Review.

3. Drawing Requirements. Binding site plans shall be drawn at a scale no smaller than one inch equals 50 feet, unless a different scale is approved by the Administrator, and shall include:

a. The design of any lots and building envelopes and the areas designated for landscaping and vehicle use;

b. The areas and locations of all streets, roads, improvements, utilities, easements, open spaces, critical areas, and any other matters specified by the development regulations;

c. Inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the City of Redmond; and

d. Provisions requiring that any development shall comply with the approved site plan.

4. Post-Approval Requirements. The following requirements shall apply to proposals submitted under this subsection:

a. Approved binding site plans shall be submitted for recording with the King County Department of Records and Elections;

b. All provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the purchaser or any person acquiring a lease or other ownership interest of any lot, parcel, or tract created pursuant to the binding site plan. A sale, transfer, or lease of any lot, tract, or parcel that does not conform to the requirements of the binding site plan approval shall be considered a violation of this chapter.

c. All development shall be in conformity with the approved binding site plan and any existing or subsequent applicable permit approval. Each binding site plan document shall reference the requirement for compliance with any existing or subsequent permit approval.

d. Amendments to an approved binding site plan shall follow the process established in RZC 21.76.090.D, Administrative Modifications. Vacations of an approved binding site plan shall be made through the subdivision vacation process; and

e. Approved binding site plans may contain any easements, restrictions, covenants, or conditions as would a subdivision approved by the City.

REDMOND ZONING CODE

Code Amendment Summary

Co-Living Residential Suites Regulatory Gaps

Subject Matter Expert	*Ian Lefcourte*
Author	*Ian Lefcourte*
Policy Basis for Amendment	*N/A. Changes are clean-ups / alignment with Redmond 2050.*
Relevant Code Portions	RZC 21.04.0100. RESIDENTIAL USE TABLE RZC 21.08.200 DEVELOPMENT STANDARDS RZC 21.78. DEFINITIONS

Proposed Amendment Overview

Amendments are proposed in the residential use table and definitions section concerning residential suites to ensure alignment with Redmond 2050 policy direction.

- RZC 21.78:
  - Strike a portion of the dwelling unit definition.
  - Revise "Residential Suite" definition to:
    - Include synonyms: co-living, single-room occupancy, efficiency suite, etc.
    - Align with RCW definition: Residential Suite housing is a residential development with sleeping units that are independently rented and provide living and sleeping space, in which residents share kitchen facilities with residents of other units in the building.
    - Add text that Residential Suites "count as" dwelling units for the purposes of affordable housing requirements (RZC 21.20 and RMC 3.38)
- RZC 21.04.0100. RESIDENTIAL USE TABLE:
  - Revise "Residential Suite" footnote for the NR zone that RS only allowed if 100% of units in the development are Residential Suites.
- RZC 21.08.200. DEVELOPMENT STANDARDS
  - Clarifies how dormitory and residential suite developments are regulated, for development standards and maximum structure square footage in the Neighborhood Residential zone.

Rationale

The amendments are intended to:

- Ensure that residential suites continue to comply with affordable housing regulations
- Ensure that residential suites are not created in name only as a way of circumventing maximum square footage per lot regulations in the Neighborhood Residential zone.
- Ensure consistency in how residential suites are referenced across the zoning code.
- Clarify development standards for dormitory and residential suite uses in Neighborhood Residential zone.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

None to date.

PROPOSED AMENDMENT:

21.04.0100. RESIDENTIAL USE TABLE

Revise table note 8:

8. Dormitories: limited to developments with six or more dormitory rooms. Residential Suites: Limited to developments with six or more residential suite ~~dwelling~~ units per lot. Not permitted for developments with less than six ~~dwelling~~ residential suite units.

Table 21.08.200.B. Neighborhood and Mixed-Use Development Standards

Development Standards	Neighborhood Zones			Citywide Mixed-Use		References
	NR[10]	NMF	NMU	CMU	UMU	

Add new table note 9, applicable to the Neighborhood Residential zone.

9. Developments of Dormitory or Residential Suite land uses, in the Neighborhood Residential zone, are not regulated by the maximum dwelling units per lot metrics. The development must comply with all other Neighborhood Residential development standards (e.g., building height, maximum impervious surface, etc.).

Table 21.08.200C. Maximum Total Gross Floor Area for All Structures Within the Lot

Standards
The maximum for the total square footage for all structures within the lot shall be determined by the quantity of dwelling units provided on the lot. Below grade floor area shall count toward maximum total gross floor area. Developments of the Dormitory or Residential Suite land uses, in the Neighborhood Residential zone, are exempt from the per-dwelling unit regulations of Table 21.08.200C. Maximum Total Gross Floor Area for All

Standards
Structures Within the Lot. Instead, the maximum for the total square footage for all structures within the lot for Dormitory or Co-Living developments is 15,000 square feet.

Provisions for the measuring of gross floor area for all structures within the Neighborhood Residential zone are described in RZC 21.16.200, Building Measurements and Placement Standards.

Total Number of Dwelling Units for All Structures on Lot	Maximum Square Footage for Total Structures
1	4,500
2	6,000
3	7,500
4	9,000
5	10,500
6	12,000
7	13,500
8	15,000

21.78 Definitions:

Dwelling Unit. A single unit providing complete, independent living facilities for not more than one family and permitted roomers and boarders, including permanent provisions for living, sleeping, eating, cooking, and sanitation. ~~An efficiency unit with access to a shared kitchen on the same floor shared by no more than eight units that do not have private kitchens is considered to be a dwelling unit.~~ A mobile home, manufactured home, modular home, middle housing home, apartment, condominium, single-family detached house, accessory dwelling unit, or tiny home is considered to be a dwelling unit.

Residential Suite. ~~A dwelling unit that is limited in size and shares common facilities such as a kitchen.~~ A residential development with sleeping units that are independently rented and lockable and provide living

and sleeping space, and residents share kitchen facilities with other sleeping units in the building. This definition is inclusive of other names to refer to residential suite housing including, but not limited to, congregate living facilities, single room occupancy, rooming house, boarding house, lodging house, co-living housing, efficiency unit, and eco-suite. Residential suite units are considered "dwelling units" for the purposes of affordable housing provisions of RMC 3.38 and RZC 21.20.

REDMOND ZONING CODE

Code Amendment Summary

Affordability Substitutions

Subject Matter Expert	*Ian Lefcourte*
Author	*Ian Lefcourte*
Policy Basis for Amendment	*N/A. Changes are clean-ups / alignment with Redmond 2050.*
Relevant Code Portions	RZC 21.20

Proposed Amendment Overview

The amendment adds a general substitution provision back to RZC 21.20 that was removed in Redmond 2050. The substitution allowed applicants to provide one 50% AMI affordable housing unit in lieu of providing two 80% AMI affordable housing units. This general substitution provision was removed because the initial Redmond 2050 project approach for RZC 21.20 was for each subarea or zone to be updated with bespoke affordability requirements. However, the project approach was revised such that certain subareas did not receive bespoke affordability requirement updates. As such, a general substitution provision needs to be added back to the code.

Rationale

Alignment with Redmond 2050.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

None to date.

WORKING AMENDMENT:

21.20.030 General Requirements and Incentives.

E. ~~**Reserved.**~~ **Substitutions of 50 percent AMI units. Unless superseded by other provisions in RZC 21.20, Affordable Housing, developments may provide 50 percent AMI affordable housing units to satisfy affordable housing unit requirements of 80 percent AMI affordable housing units. Each 50 percent AMI affordable housing unit provided counts as two 80 percent AMI affordable housing units for the purpose of satisfying the affordable unit requirements associated with that development.**

REDMOND ZONING CODE

Code Amendment Summary

Miscellaneous Corrections in RZC Article I

Subject Matter Expert	*Jeff Churchill, Kimberly Dietz, Beckye Frey, Ian Lefcourte*
Author	*Jeff Churchill*
Policy Basis for Amendment	*PI-17: clear regulations that avoid duplication and inconsistency.*
Relevant Code Portions	RZC Table 21.08.200.B, Table 21.08.300.A, Table 21.10.200, Table 21.13.200.D, Table 21.04.0200, Table 21.12.500

Proposed Amendment Overview

The proposed amendment corrects several errors, inconsistencies, or implementation issues identified after the adoption of the Redmond 2050 Comprehensive Plan and related updates to development regulations. The amendment addresses only RZC Article I and includes:

- Neighborhood Residential zone garage setbacks.
- Neighborhood zones lot standards.
- Maximum building height examples.
- Kennels in the Manufacturing Park zone.
- Minimum height in Overlake.
- Clarification on incentive points for Overlake

Rationale

Clear and consistent regulations. Consistency with the Redmond 2050 Comprehensive Plan.

Neighborhood Residential Zone Garage Setbacks

First, the purpose of the code is to prevent parked vehicles from encroaching into sidewalks or rights of way. This issue is an issue for any of these five zones where driveways are likely to occur and there are residents making use of the sidewalks and rights of way. Second, and related, the City has an obligation under the Americans with Disabilities Act to maintain accessible sidewalks. Vehicles that overhang the sidewalk impair sidewalk accessibility.

Neighborhood Zones Lot Standards

Some lot standards were erroneously omitted from the November 2024 amendments to the June 2025 amendments. Proposed amendments add the relevant lot standards back into the code.

Maximum Building Height Examples

The math in the examples is incorrect and needs to be corrected.

Kennels in MP Zone

Kennels were previously permitted in the MP zone. When uses were "rolled-up" into broader use categories, kennels were inadvertently excluded from being permitted in the MP zone. This proposal corrects that error.

Minimum Building Height in Overlake

Most buildings in Overlake are subject to a minimum building height requirement. There are exemptions for covered entryway features, and there are averaging provisions that apply to single buildings and multibuilding sites. Accessory structures are often small and ancillary to overall site design. Exempting them makes practical sense and does not impede advancing Redmond 2050 goals for density in Overlake.

Clarification on Incentive Points for Overlake

The Overlake points to FAR conversion is not as clear in the code as the new table for the other zones. To provide clarity and transparency, proposing an edit to the Overlake conversion tables. Also providing a minor edit that clarifies which table applies to OUMF zone, based on developer feedback.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

None to date.

EXISTING CODE:

<see proposed amendments section below>

AMENDMENTS SUMMARY:

Chapter	Topic/Purpose of Edit	Description of Edit
21.04 Land Uses and General Provisions	Corrections (a typo and a few limitations from previous code that should have made the conversion but didn't) and clarifications	• **Table 21.04.0200,** correct Animal Kennel note in I zone from ~~L 15~~ to L 1 • **Table 21.04.0200,** add note 7 E to MP zone column in row titled "Education, government, health care and other institution" • **Table 21.04.0200** add to 7j: (unless permitted as a supplementary use per 21.04.2220.J) • **Table 21.04.0200** add cross references to parking facility: See also RZC 21.40 and RZC 21.58.5310. In shorelines see RZC 21.68.140. • **Table 21.04.0200** add note 27: Not allowed within 500 ft of Neighborhood zones • **Table 21.04.0200** add L 27 reference to UMU and BP zones
	Clarify that garage door setbacks apply throughout	Move Note 2 reference in **Table 21.08.300.A** from zone cell to row header cell (apply to all zones)

21.08 Neighborhood and Mixed-Use Zones		
	Reinstate minimum lot sizes and frontage requirements	Add regulations to development standards **Table 21.08.200.B** related to minimum lot sizes and minimum frontages
21.10 Downtown Zones	Correction to building height exemption example	Fix typo in **Table 21.10.200, Note 4**
21.12 Overlake Zones	Exemptions for accessory buildings and temporary structures	Add notes to minimum building height and minimum first floor clearance requirements to allow exemptions: • **Table 21.12.500, Note 2 and 5** that temporary and accessory structures are exempt.
21.13 Marymoor Village Zones	Correction to building height exemption example	Fix typo **in Table 21.13.200.D, Note 4**
21.55 Development Incentives	Clarifications (no change to current processes)	• Edit to tables **Table 21.13.4100.B and 4100.C** to show 0.02 FAR per point • Minor edit to make clear which table applied to OUMF.

PROPOSED AMENDMENTS:

21.04.0200 Nonresidential Use Table.

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
General Sales or Service																					
Retail sales	N	N	L 1, 2	L 2	L 2	L 1, 2	L 2	L 2, 7J	L 1, 2, 3e	L 2	L 2	L 1, 2	L 1, 2	L 1, 2, 3A, 3B, 3C	L 2, 20 / C	L 2, 15, 16 / C	L 2, 14, 23, 24, 25	N	N	N	Gasoline sales require a CUP. For kiosks and other temporary uses see RZC 21.04.4000 For animal sales, see RZC 21.04.2040 For vehicle sales, see RZC 21.04.2220
Cannabis retail sales	N	N	N	P	P	N	N	N	P	P	P	P	P	N	P	L 15	N	N	N	N	See RZC 21.04.2070
Business and service	N	N	L 1	P	P	P	P	L 7J	P	P	P	L 3E / C	L 3E	L 1, 3A, 3B, 3C, 3E	L 21	L 2, 7F, 7G, 7H, 16	L 2, 23	N	N	N	A CUP is required for auto rental and animal sales and services
Food and beverage	N	N	L 1	P	P	P	P	L 1, 17, 18, 19a	P	P	P	L 4	P	L 1, 4	L 17, 18, 19b	L 10, 17, 18, 19a	L 17, 18, 19b / C	N	N	N	For food carts, food trucks, and other temporary uses see RZC 21.04.4000
Food truck, pop-up retail court	N	L 1	L 1	P	P	P	P	N	P	P	N	P	P	N	P	P	P	N	N	N	See RZC 21.04.2140
Drive-up stand	N	N	N	P	P	P	P	P	P	P	P	P	P	N	P	P	N	N	N	N	See RZC 21.04.2090
Animal kennel/shelter	N	N	N	P	L 1	L 1	L 1	N	L 1	L 1	L 1	L 1	L 1	N	N	L 1 ~~15~~	N	L 15	C	N	See RZC 21.04.2040
Arts, Entertainment, and Recreation																					
Arts, entertainment, recreation, and assembly	L 1, 7a, 7b, 7c / C	L 1, 7a, 7b, 7c / C	L 1 / C	P	P	P	P	C	P	P	P	P	P	L 1, 7 / C	L 22	P	N	C	C	C	A CUP is required for athletic, sports, and play fields, marine recreation, and commercial swimming pools. See RZC 21.04.2210 and 21.04.2050 For special regulation for uses in the UR zone see RZC 21.04.2210

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
Golf course	L 2 / C	L 2 / C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2 / C	L 2 / C	N	See RZC 21.04.2210
Natural and other recreational park	P / C	P / C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P / C	C	A CUP is required for commercial facilities. See RZC 21.04.2210
Adult entertainment facilities	N	N	N	N	C	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	See RZC 21.04.2030
Education, Public, Health, and Other Institutions																					
Education, government, health care and other institution	L 1 / C	L 1 / C	L 1 / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	L 2, 7D, 7E, 16 ~~15~~ / C	N	N	L 26 / C	N	A CUP is required for educational facilities with capacity > 150 full-time-equivalent students. A CUP is required in the RA-5 zoning district.
Day care center	L 13 / C	L 13 / C	L 13	P	P	P	P	P	P	P	P	P	P	P	P	L 15	N	N	N	N	A CUP is required in NR and NMF. See RZC 21.04.2080
Family day care provider	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N	P	P	See RZC 21.04.1150
Faith-based	P / C	P / C	N	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	N	N	N	N	A CUP is required for uses with over 250 seats. See RZC 21.04.2130
Funerary	P / C	P / C	N	N	P	N	P	P	P / C	P / C	P / C	P / C	P / C	N	N	P / C	N	N	N	N	A CUP is required for uses with over 250 seats. See RZC 21.04.2130
Secure community transition facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	See RZC 21.76.070.M
Manufacturing and Wholesale Trade																					
Manufacturing and wholesale trade	N	N	N	N	L 2	N	L 1, 2	L 1, 2	N	N	N	L 3D	L 3D	N	L 2	L 2	L 2	N	N	N	See RZC 21.04.2170
Artisanal manufacturing, retail sales, and service	N	N	L 1	L 1	P	L 1	P	P	L 1	L 1	L 1	L 1, 3E	L 1, 3E	N	P	L 2	L 2	N	N	N	

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
Cannabis processing	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	N	N	See RZC 21.04.2070
Transportation, Communication, and Utilities																					
Postal services	N	N	N	N	N	N	N	P	P	P	P	P	P	N	N	P	N	N	N	N	
Automobile parking facility	N	N	N	N	L 27	N	P	N	N	P	P	N	N	N	L 27 ~~P~~	N	N	N	N	N	See RZC 21.40 and RZC 21.58.5310. In shorelines see RZC 21.68.140.
Truck and freight transportation	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N	L 2	L 2	N	N	N	See RZC 21.04.2220
Towing operators and auto impoundment yards	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	L 2	N	N	N	See RZC 21.04.2220
Road, ground passenger, and transit transportation	N	N	N	N	P	L 1	L 1	P	N	P	P	P	P	N	P	P	P	N	N	N	
Rail transportation	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	
Heliport	L 9 / C	L 9 / C	N	N	P	N	C	C	N	N	N	N	N	N	C	C	C	N	N	N	
Rapid charging station	N	N	N	P	P	L 14	P	P	P	P	P	L 1	L 1	L 1	L 14	L 14	L 14	N	N	N	
Wireless communication facilities	P	P	L 1 / C	P	P	L 1 / C	P	P	L 1 / C	P	P	L 1 / C	L 1 / C	P	P	P	P	N	P	P	See RZC 21.04.2230. A CUP is required for large satellite dishes; amateur radio tower; antenna array, base station, and support structures
Local utilities	P	P	L 1 / C	L 1 / C	P	L 1 / C	L 1 / C	L 1 / C	P	P	P	P / C	P / C	P / C	P	P	P	N	P	P	A CUP is required if 40 feet in height or greater
Regional utilities	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	P / C	P / C	P / C	P	P	P	N	C	C	A CUP is required if 40 feet in height or greater
Solid waste transfer and recycling	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2	L 2	N	N	N	

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
Hazardous waste treatment and storage, incidental	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2	L 2	L 2	N	N	N	See RZC 21.04.2160
Hazardous waste treatment or storage, primary	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2 / C	L 2	N	N	N	See RZC 21.04.2160
Water extraction well	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2	N	N	
Agriculture																					
Animal production	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 11	L 11	N	See RZC 21.04.2040
Crop production	P	P	P	N	N	P	N	N	P	N	N	P	P	P	N	N	N	P	P	N	
Cannabis production	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	See RZC 21.04.2070
Equestrian facility	L 12 /C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	See RZC 21.04.2040
Roadside produce stand	P	P	P	P	P	P	P	N	P	P	P	P	P	N	N	N	N	P	P	N	
Other																					
Construction-related business	N	N	N	N	N	N	N	P	N	N	N	L 3D, 3E, 6	L 3D, 3E, 6	N	P	L 2	L 2	N	N	N	
Mining and extraction establishment	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2/C	N	N	N	See RZC 21.04.2180
Wetland mitigation banking	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	P	

Notes and Limitations

1 Shall not be materially detrimental in terms of noise, truck traffic, vibrations, odors, and other potential operational impacts with neighborhood units or nearby mixed-use/residential developments. Application of this note is limited in the MMC and MMM zoning districts to new structures permitted after June 17, 2017.

2 For properties in a CARA this use may be restricted or prohibited. See RZC 21.64.050.

3 Uses Not Permitted:

a. Gasoline service;
b. Outdoor automobile sales, rental or service;
c. Rental storage and mini-warehouses;
d. Warehouse and storage services;

e. Outdoor storage.

4 Limited to less than 75,000 square feet gross floor area in a single use.

5 Membership wholesale/retail warehouse limited to showroom only with a maximum size of 75,000 square feet gross floor area.

6 Administrative office/business functions only.

7 Is limited to:

a. Athletic, sports, and play fields.
b. Marine recreation.
c. Commercial swimming pools.
d. Education facilities allowed in MP zones outside of MP Overlay but limited to technical, trade, and other specialty schools only.
e. Animal kennels.
f. Real estate services limited to mini-warehouse/self-storage only.
g. Professional services limited to research and development services and other uses that support another permitted use within the MP zone only.
h. Administrative services limited to corporate headquarters and regional offices associated with manufacturing and wholesale trade uses within an MP zone.
i. Athletic club or fitness center.
j. Repair and rental of goods **(unless permitted as a supplementary use per 21.04.2220.J)**

8 Includes noncommercial indoor recreation uses, such as community clubhouses, indoor swimming pools, and other similar facilities.

9 Permitted only abutting Lake Sammamish. Excludes medical airlift.

10 Limited to mixed-use developments. Not permitted as a stand-alone use.

11 All commercial livestock, dairy and fowl enterprises limited to lots 35,000 square feet in size or larger, and must meet Seattle-King County Health Department regulations and the regulations of Redmond's Municipal Code. Personal, noncommercial livestock, dairy, and fowl activities are considered an accessory use and are allowed; provided, that all Health Department and Municipal Code requirements are met.

12 Limited to lots 35,000 square feet or larger.

13 Day care uses are only permitted in a building or building complex used for other uses, such as a school, church, meeting hall, or some other building used for more than one purpose.

14 Shall not be located on a parcel that abuts a Neighborhood Residential or Neighborhood Multifamily zone.

15 Only allowed in the MP Overlay (see note 7D for educational facilities).

16 **The following uses are limited** ~~**Limited**~~ to MP Overlay only: pet and animal sales or services (except veterinary), ambulatory and outpatient health care services, health and personal care, and finance and insurance.

17 Shall be located in multi-tenant buildings or a single building in a multibuilding, multi-tenant complex.

18 Fifty-person seating capacity, except when associated with manufacture of food or kindred products. In that case, maximum is 100-person seating capacity, so long as the seating area does not occupy more than 25 percent of combined gross floor area. The seating limit does not apply when the use is secondary to a winery or brewery, but the 25 percent limit continues to apply.

19 Hours of operation limited to:

a. 6:00 a.m. – 12:00 p.m. in the MMM and MP zoning districts.
b. 6:00 a.m. – 10:00 p.m. in the BP and I zoning districts.

20 Not permitted north of NE 90th Street and west of Willows Road.

21 Finance and insurance, convenience use, and personal services uses:

a. Permitted in Willows/Rose Hill Neighborhood north of NE 95th Street only.
b. Must be closed a minimum of four hours in any 24-hour period.
c. Minimum size per tenant is 1,000 square feet gfa.
d. Maximum size per tenant is 20,000 square feet gfa.
e. Shall be secondary use in multi-tenant building; shall not be located in separate building containing only convenience uses.

22 Maximum size is 30,000 square feet gfa in Willows/Rose Hill Neighborhood north of NE 95th Street.

23 For automobile sales, service, or repair:

a. May occupy up to 25 percent of the combined gross floor area.
b. Vehicle display area shall be outside of required parking and landscape areas.
c. Vehicles shall be stored on paved surfaces.
d. Advertising signs are not permitted on the outside of vehicles. Signs providing information about the vehicle, such as year, make, model, etc., may be displayed on the outside of or in the windows of vehicles.
e. Vehicle repair shall be conducted indoors.

24 Outdoor loudspeaker systems are prohibited.

25 Razor wire, chain link, and barbed wire fences prohibited on street or access frontage.

26 Limited to government and administration uses only.

27 Not allowed within 500 ft of Neighborhood zones.

21.08.200 Development Standards.

A. All legal lots in Citywide Mixed-Use zones are allowed the greater of either the maximum allowed floor area ratio (FAR) or 10,000 square feet of buildings, provided all other applicable site requirements are met.

B. Table 21.08.200.B contains the basic zoning regulations that apply to development within the Neighborhood and Mixed-Use zones.

Table 21.08.200.B. Neighborhood and Mixed-Use Development Standards

Development Standards	Neighborhood Zones			Citywide Mixed-Use		References
	NR	NMF	NMU	CMU	UMU	
Base Maximum Dwelling Units Per Lot (w/o one on-site affordable housing unit)	6	N/A	N/A	N/A	N/A	
Base Maximum Dwelling Units Per Lot (with one on-site affordable housing unit)	8	N/A	N/A	N/A	N/A	RZC 21.20.060.A.1, at least one affordable unit, affordable to households earning up to 80 percent AMI, must be provided on site on the same lot.
Base Maximum FAR (w/o Incentives)	N/A	1.1 [1]	0.6 [1]	2.0 [1]	4.5 [1]	
Maximum FAR with incentives (outside TOD Focus Area / inside TOD Focus Area)	N/A	1.5 / N/A	1.0 [2] / N/A	3.0 / N/A	6.5 / 8.0	Portions of UMU zones qualify for Marymoor Village TOD incentives. See RZC Chapters 21.05 and 21.55.
Commercial Square Feet	N/A	N/A	Min. 500 sq. ft.	N/A	No Net Loss [3]	
Ground Floor Ceiling Height (minimum)	N/A	N/A	N/A	16 ft. [4, 5]	20 ft. [4, 5]	Applicable to nonresidential and mixed-use projects.
Base Maximum Height (w/o Incentives)	38 ft.	60 ft.	38 ft.	45 ft. [6]	60 FT [6]	• See RZC Chapter 21.58 for design standards options impacting maximum building height. • Portions of UMU zones qualify for Marymoor Village TOD incentives. See RZC Chapters 21.05 and 21.55. • See RZC Chapter 21.55 for incentive adjustments to building height. • See RZC 21.58.5200, Towers, for additional regulations regarding building heights and floorplates.
Maximum Height with Incentives (outside TOD Focus Area / inside TOD Focus Area)	N/A	N/A	N/A	65 ft. / N/A [6]	85 ft. / 144 ft. [6]	
Maximum Impervious Surface	70% [7]	75% [7]	70% [7]	70% [7]	75% [7]	
Lot Coverage	50% / 60% [8]	60%	60%	65%	70%	
Average Minimum Lot Size	3,000 sq. ft.	n/a	3,000 sq. ft.	n/a	n/a	
Lot Frontage Minimum	20 ft.	30 ft.	20 ft.	n/a	n/a	
Minimum Open Space	20%	20%	n/a	n/a	n/a	Measured as percent of total lot area

NOTES:

1 The FAR may be calculated for the entire project then distributed across the site throughout multiple buildings and phases provided the maximum FAR is not exceeded. Where publicly accessible open space and amenities are provided on upper stories or rooftop, and spaces meet all requirements of RZC 21.36.400, the FAR for those spaces may be excluded

from maximum FAR calculations when spaces include access to adjacent outdoor spaces designed per RZC 21.36.400, plaza and open space design criteria.

2 Maximum FAR can be increased through incentives if the property contains one or more housing units. Incentives are not available for properties that do not contain housing. See RZC Chapter 21.55.

3 New development must retain or replace existing commercial square footage (excluding hotel and lodging uses). Development may reallocate or modify areas allocated to commercial uses, subject to a minimum floor area and active pedestrian uses requirements to be negotiated as a condition to any development agreement.

4 Exemptions from ground floor ceiling height requirements:

a. Buildings that do not contain nonresidential uses; and

b. Buildings where 100 percent of residential units are affordable housing units meeting the affordability threshold of RZC Chapter 21.20; and

c. Where buildings that are interior to the lot and not adjacent to a public parking garage, an urban pathway or other pedestrian-oriented sidewalks or pathways; and

d. Parcels zoned UMU within the Marymoor Village Center shall have a minimum 16-foot ground floor ceiling height to be consistent with the adjacent Marymoor Core zone.

5 A minimum of 50 percent of the first floor nonresidential space must meet the minimum ceiling height. First floor nonresidential spaces shall have a ceiling height of 16 feet minimum for the entire first floor.

a. Where first floor ceiling height varies, the tallest ceiling heights shall be provided on street frontage, spaces fronting urban pathways and/or mid-block connections, and in parking garage loading/unloading and waste pickup areas.

b. For portions of the building that have a first floor ceiling height greater than 10 feet to meet minimum ground floor ceiling height requirements, the additional ground floor ceiling height may increase the maximum building height. For example, if first floor is 20 feet, the maximum building height increases by 10 feet (20 - 10 = 10 foot increase in max building height).

6 Properties in the CARA

a. In the critical aquifer recharge area (CARA), construction methods for building foundation support will be limited to types that can be constructed to meet temporary construction dewatering (TCD) requirements of RMC Chapter 13.25.

b. Where underground parking is not possible due to RMC Chapter 13.25's TCD limitations, the maximum building height may be exceeded by up to 12 feet if all of the following criteria are met:

i. The additional height is the result of building a maximum of one level of additional above-grade parking; and

ii. Proposed parking added by the additional height shall not exceed the maximum fully dedicated parking ratios in RZC Chapter 21.40; and

iii. The additional height on street frontages meets a 20 foot step-back to limit impacts to the pedestrian realm.

7 Other regulations will impact the impervious surface area and may result in less than the maximum impervious area. These include but are not limited to critical areas requirements, open space and landscaping requirements, parking, mid-block connections, utility easements, and stormwater management.

8 Lot coverage for structures maximum will be 60 percent of total area for lots which meet the following requirements:

a. The lot is 18,000 square feet or less; and

b. The lot contains at least three dwelling units.

...

21.08.300 Street Typology and Relationship to Buildings.

A. ***Building and Street Relationships.***

1. The table below sets standards that contribute to an attractive public realm.

2. Improvements less than 30 inches above grade, including decks, patios, walks and driveways are permitted in setbacks. Fences, landscaping, flagpoles, street furniture, transit shelters, and slope stability structures are permitted in setback areas; provided, that all other applicable requirements are met. No other structures, including accessory structures, are permitted in setback areas.

3. Administrative design flexibility for setbacks is allowed for site-specific conditions that limit the ability to place the building at the street level, including but not limited to topography, easements, SR 520 ROW, or trails.

Table 21.08.300.A. Neighborhood and Mixed-Use Building Placement Standards

Development Standards	Neighborhood Zones			Citywide Mixed Use		References
	NR	NMF	NMU	CMU	UMU	
Front Setback Min.	10 feet	30 feet	10 feet	10 feet	10 feet	NMU reduced front setback for commercial spaces (2 feet)
Side (Street) Setback Min.	10 feet [1]	15 feet	10 feet	10 feet	10 feet	
Side (Interior) Setback Min.	3 feet [1]	15 feet	3 feet	10 feet	10 feet	
Rear Setback Min.	5 feet	10 feet	5 feet	10 feet	10 feet	
Garage Setback from main building frontage, Min. [2]	N/A	N/A	3 feet ~~2~~	N/A	N/A	
Alley Setback Min.	2 feet	4 feet	2 feet	N/A	N/A	
Lake Sammamish Setback Min.	35 feet	35 feet	35 feet	N/A	N/A	
Building Separation Min.	5 feet [1]	15 feet	5 feet	N/A	N/A	

NOTES:

1 Zero lot line exception: Standards may vary for developments that comply with the zero lot line regulations in RZC 21.16.200.D.

2 If a residential garage door or carport faces the street front, the minimum driveway depth outside the building – measured from the outer edge of the existing or ultimate sidewalk, or from the right-of-way line, whichever is closer to the building – shall be at least 18 feet, to prevent vehicle parking on the driveway from overhanging into the sidewalk or right-of-way area.

...

21.10.200 Downtown Development Standards.

A. All legal lots are allowed the greater of either the maximum allowed floor area ratio (FAR) or 10,000 square feet of buildings provided all other applicable site requirements are met.

B. Table 21.10.200 contains the basic zoning regulations that apply to development within the Town Center (TWNC), Downtown Core (DTE), and Downtown Edge (DTE) zoning districts.

Table 21.10.200. Downtown Development Standards

Development Standards	Downtown Zones			Notes
	TWNC	DTC	DTE	
Base Max FAR (w/o incentives)	5.0 [1]	4.5 [1]	3.0 [1]	
Max FAR w/ incentives (outside TOD focus area/inside TOD focus area)	6.5 / 8.0 [1]	6.5 / 8.0 [1]	3.75 [1] / N/A	Additional floor area can be earned with incentives (see RZC Chapter 21.55) and through the transfer of development rights program (see RZC Chapter 21.48).
Base Max Height (w/o incentives)	60 ft. [2]	60 ft. [2]	45 ft. [2]	• See RZC Chapter 21.58 for building design options with building height impacts. • See RZC Chapter 21.55 for incentive adjustments to building height. • See RZC 21.58.5200, Towers, for additional regulations regarding building heights and floorplates.
Max Height with Incentives (outside TOD Focus Area 144 / inside TOD Focus Area)	85 ft. / 144 ft. [2,3,4,5]	85 ft. / 144 ft. [2,3,4,5]	60 ft. [2,3,4,5] / N/A	
Ground Floor Ceiling Height (minimum) in TOD Focus Area	16 ft. [3,4]	16 ft. [3,4]	16 ft. [3,4]	Applicable to nonresidential and mixed-use projects.
Lot Coverage	100% [6]	100% [6]	100% [6]	

Notes:

1 Floor Area Ratio: The FAR may be calculated for the entire project then distributed across the site throughout multiple buildings and phases, provided the maximum FAR is not exceeded.

2 Building Height

a. Building height is limited to three stories for parcels fronting Leary Way from NE 80th Steet to a half-block south of NE 76th Street.

b. Additional height can be earned with incentives (see RZC Chapter 21.55) and through the transfer of development rights program (see RZC Chapter 21.48).

c. Additional height can be earned by utilizing specified architectural techniques in RZC Chapter 21.58 or via incentives in RZC Chapter 21.55.

d. The height limit in the Shoreline Jurisdiction (SMP) is 35 feet (see RZC 21.68.020).

3 Exemptions from ground floor ceiling height requirements:

a. Buildings that do not contain nonresidential uses; and

b. Buildings where 100 percent of residential units are affordable housing units meeting the affordability threshold of RZC Chapter 21.20; and

c. Where buildings that are interior to the lot and not adjacent to a public parking garage, an urban pathway or other pedestrian-oriented sidewalks or pathways.

4 A minimum of 50 percent of the first floor nonresidential space must meet the minimum ceiling height of 16 feet.

a. Where first floor ceiling height varies, the tallest ceiling heights shall be provided on street frontage, spaces fronting urban pathways and/or mid-block connections, and in parking garage loading/unloading and waste pickup areas.

b. For portions of the building that have a first-floor ceiling height greater than 10 feet to meet minimum ground-floor ceiling height requirements, the additional ground floor ceiling height may increase the maximum building height. For example, if first floor is 16 feet, the maximum building height increases by **six** ~~10~~ feet (16 - 10 = six foot increase in maximum building height).

5 Properties in the CARA

a. In the critical aquifer recharge area (CARA), construction methods for building foundation support will be limited to types that can be constructed to meet temporary construction dewatering (TCD) requirements of RMC Chapter 13.25.

b. Where underground parking is not possible due to RMC Chapter 13.25's TCD limitations, the maximum building height may be exceeded by up to 12 feet if all of the following criteria are met:

i. The additional height is the result of building a maximum of one level of additional above-grade parking; and

ii. Proposed parking added by the additional height shall not exceed the maximum fully dedicated parking ratios in RZC Chapter 21.40; and

iii. The additional height on street frontages meets a 20-foot step-back to limit impacts to the pedestrian realm.

6 Other regulations will impact the maximum lot coverage and may result in less than the maximum, including critical area requirements, open space and landscaping requirements, parking, mid-block connections, utility easements, and stormwater management.

…

21.12.500 Overlake Development Standards.

The following table contains the basic zoning regulations that apply to development within the Overlake Village (OV), Overlake Business and Advanced Technology (OBAT), and Overlake Urban Multifamily (OUMF) zones:

Table 21.12.500. Overlake Development Standards

Development Standards	Overlake Zoning Districts			Notes
	OV	OBAT	OUMF	
Base FAR [1] (w/o Incentives)	5	3	3	
Maximum FAR With Incentives	FAR maximum waived when maximizing incentive program	Outside TOD Focus Area: maximum 9.5 FAR Inside TOD Focus Area: FAR maximum waived when maximizing incentive program		See RZC 21.12.600 for incentive related adjustments to FAR [3]
Minimum Height	4 stories or 45 feet, whichever is less [2]	In TOD Focus Area: 4 stories or 45 feet whichever is less [2] Elsewhere: 3 stories or 35 feet, whichever is less [2]	3 stories or 35 feet, whichever is less [2]	
Base Maximum Height (w/o Incentives)	Mixed-use: 14 stories or 150 feet, whichever is less [3, 4] Nonresidential: 8 stories or 120 feet, whichever is less [3, 4]	Mixed-use: 14 stories or 150 feet, whichever is less [3, 4] Nonresidential: 8 stories or 120 feet, whichever is less [3, 4]	8 stories or 85 feet, whichever is less [3]	
Maximum Height With Incentives	300 feet [4b]	Outside TOD Focus Area: 230 feet [4] Inside TOD Focus Area: 300 feet [4b]	160 feet [4]	See RZC 21.12.600 for incentive related adjustments to building height.

Development Standards	Overlake Zoning Districts			Notes
	OV	OBAT	OUMF	
Ground Floor Ceiling Height (minimum) in TOD Focus Area	16 feet [5, 6]	16 feet [5, 6]	14 feet [5]	Ground floor ceiling height not applicable outside of TOD Focus Area
Maximum Impervious Surface	100% [7]	80%	60%	

Notes:

1 The FAR may be calculated for the entire project then distributed across the site throughout multiple buildings and phases provided the maximum FAR is not exceeded and no building is less than the minimum building height. Where publicly accessible open space and amenities are provided on upper stories or rooftop, and spaces meet all requirements of RZC 21.12.600.D.5 (see note 1 for Table 21.12.600.D.5.a), the FAR for those spaces may be excluded from maximum FAR calculations when spaces include access to adjacent outdoor spaces designed per RZC 21.36.400 open space design requirements.

2 **Minimum building height:**

a. Portions of a building may be lower than the minimum building height providing that 80 percent of the building meets or exceeds minimum building height. Covered entryway features, including port-cochere pick-up and drop-off zones, are exempt from minimum building height requirements.

b. Accessory and temporary building are exempt.

3 Maximum height is limited to three stories or 35 feet, whichever is less, within 150 feet of adjacent Neighborhood Residential zoning districts or equivalent zoning district outside of Redmond.

4 Building Height Exemptions:

a. Maximum building height does not include mechanical equipment (see RZC 21.60.040.B.7.c for rooftop screen design standards).

b. Where rooftop amenities are offered, including restaurants, observation areas, childcare and activity spaces, and services for tenants and/or are publicly accessible, those amenity spaces may exceed the maximum building height by one story or 14 feet, whichever is greater, but may not exceed 30 stories.

c. Maximum building height may be exceeded for ground floor ceiling heights in greater than the minimum required (see note 6b below).

5 Exemptions From Ground Floor Ceiling Height Requirements:

a. Buildings where 100 percent of residential units are affordable housing units meeting the affordability threshold of RZC Chapter 21.20; and

b. Where buildings that are interior to the lot and not adjacent to a public parking garage, an urban pathway or other pedestrian-oriented sidewalks or pathways.

c. Accessory and temporary building are exempt.

6 A minimum of 50 percent of the first-floor space must meet the minimum ceiling height. At no point do the first-floor nonresidential spaces have a ceiling height of less than 14 feet.

a. Where first floor ceiling height varies, the tallest ceiling heights shall be provided on street frontage, spaces fronting urban pathways and/or midblock connections, and in parking garage loading/unloading and waste pickup areas.

b. For portions of the building that have a first-floor ceiling height greater than 14 feet, the additional ground floor ceiling height may increase the maximum building height (example: if first floor is 20 feet, the maximum building height increases by six feet (20 - 14 = 6).

7 Other regulations will impact the impervious surface area and may result in less than 100 percent, including open space and landscaping requirements, parking, midblock connections, utility easements, stormwater management, etc. To meet stormwater management, you are required to evaluate the infiltration capacity of the soil and design building infrastructure to accommodate full infiltration of roof areas where feasible.

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21.13.200 Marymoor Village Development Regulations.

A. All legal lots are allowed the greater of either the maximum allowed floor area ratio (FAR) or 10,000 square feet of buildings, provided all other applicable site requirements are met.

B. Each zone has a minimum FAR; the minimum FAR is the minimum required FAR for a development proposal requiring a land use permit, excluding administrative modifications. In no case shall proposed FAR exceed the maximum combined FAR.

C. Master plans are required for all developments encompassing at least three acres and are optional for sites under three acres.

D. The following table contains the basic zoning regulations that apply to development within the Marymoor Core (MMC), Marymoor Edge (MME), and Marymoor Manufacturing (MMM) zoning districts.

Table 21.13.200.D. Marymoor Village Development Standards

Development Standards	Marymoor Village Districts			Notes
	MMC	MME	MMM	
Min. FAR	1.5	1.5	0.5	
Max. FAR (no incentives / with incentives)	3.0 / 8.0 [1]	2.54 / 8.0 [1]	1.4 / 2.0 [1]	See RZC Chapter 21.55 for incentive adjustments to FAR
Max. Height (no incentives / with incentives)	45 ft. / 144 ft. [2]	38 ft. / 144 ft. [2]	38 ft / 45 ft [2]	• See RZC Chapter 21.55 for incentive adjustments to building height. • See RZC 21.13.300.E, upper story step-backs, and RZC 21.58.5200, Towers, for additional regulations regarding building heights and floorplates. • Development above six stories does not qualify for the Marymoor Village Infill Exemption (see RZC 21.70.095).
Ground Floor Ceiling Height (min.) in TOD Focus Area	16 ft [3,4]	16 ft [3,4]	16 ft [3,4]	• Applicable to nonresidential and mixed-use projects. • See RZC 21.13.300.D, Ground Floor Uses.
Max. Impervious Surface	75% [5]	70% [5]	70% [5]	
Min. Land Dedication for Stormwater Infiltration	7%	7%	7%	
Max. Lot Coverage	70%	65%	55%	

Notes:

1 FAR may be calculated for the entire project then distributed across the site throughout multiple buildings and phases provided the maximum FAR is not exceeded. Where publicly accessible open space and amenities are provided on upper stories or rooftop, and spaces meet all requirements of RZC 21.36.200, the FAR for those spaces may be excluded from max FAR calculations when spaces include access to adjacent outdoor spaces designed per RZC Chapter 21.36, Open Space.

2 Properties in the CARA

a. In the critical aquifer recharge area (CARA), construction methods for building foundation support will be limited to types that can be constructed to meet temporary construction dewatering (TCD) requirements of RMC Chapter 13.25.

b. Where underground parking is not possible due to RMC Chapter 13.25's TCD limitations, the maximum building

height may be exceeded by up to 12 feet if all the following criteria are met:

i. The additional height is the result of building a maximum of one level of additional above-grade parking; and

ii. Proposed parking added by the additional height shall not exceed the maximum fully dedicated parking ratios in RZC Chapter 21.40; and

iii. The additional height on street frontages meets a 20-foot step-back to limit impacts to the pedestrian realm.

3 Exemptions from ground floor ceiling height requirements:

a. Buildings that do not contain nonresidential uses; and

b. Buildings where 100 percent of residential units are affordable housing units meeting the affordability threshold of RZC Chapter 21.20; and

c. Where buildings that are interior to the lot and not adjacent to a public parking garage, an urban pathway or other pedestrian-oriented sidewalks or pathways.

4 A minimum of 50 percent of the first-floor nonresidential space must meet the minimum ceiling height of 16 feet.

a. Where first floor ceiling height varies, the tallest ceiling heights shall be provided on street frontage, spaces fronting urban pathways and/or mid-block connections, and in parking garage loading/unloading and waste pickup areas.

b. For portions of the building that have a first-floor ceiling height greater than 10 feet to meet minimum ground-floor ceiling height requirements, the additional ground floor ceiling height may increase the maximum building height. For example, if the first floor is ~~20~~ 16 feet, the maximum building height increases by six ~~10~~ feet (16 - 10 = 6 foot increase in max building height).

5 Other regulations will impact the impervious surface area and may result in less than the maximum impervious area. These include but are not limited to critical areas requirements, open space and landscaping requirements, parking, mid-block connections, utility easements, and stormwater management.

…

21.55.4100 Overlake Bonuses.

A. Thresholds for bonuses earned are discounted for the first five years after adoption to help facilitate the transition to mass timber and tower developments, as well as accelerating the implementation of the Redmond 2050 vision established in the Redmond Comprehensive Plan. The maximum bonus is achievable at 200 points during this initial phase but will be raised incrementally over time to no more than 400 points.

B. ***Outside the Overlake TOD Focus Area*** ~~and~~ or ***in OUMF Zone.*** Bonuses earned outside the TOD Focus Area ~~and~~ or in the OUMF zone have the following threshold and maximums. Where points earned are fractional, they shall be rounded to the nearest whole number to determine bonuses earned.

Table 21.55.4100.B. Bonuses in Overlake, Outside of TOD Focus Area ~~and~~ or in OUMF Zone

Points Earned	FAR Earned	Max Building Height	
		OBAT (mixed-use/ non-residential)	OUMF
1 – 50	~~Per calculation~~ 0.02	160 ft./135 ft.	100 ft.
51 – 100	~~Per calculation~~ 0.02	175 ft./150 ft.	115 ft.
101 – 150	~~Per calculation~~ 0.02	190 ft./165 ft.	130 ft.
151 – 200	~~Per calculation~~ 0.02	210 ft./180 ft.	145 ft.
Over 200 points	0.02, Max FAR of 9.5	230 ft./200 ft.	160 ft.

C. Inside the Overlake TOD Focus Area.

Table 21.55.4100.C. Bonuses in Overlake, Inside the TOD Focus Area

Points Earned	FAR Earned	Max Building Height	Other Bonus Earned
1 – 50	~~Per calculation~~ 0.02	180 ft.	
51 – 100	~~Per calculation~~ 0.02	200 ft.	
101 – 150	~~Per calculation~~ 0.02	240 ft.	Projects earning over 100 points may combine the transfer of development rights program with the incentive program
151 – 200	~~Per calculation~~ 0.02	280 ft.	
Over 200 points	No FAR restrictions	300 ft.	If top floor is amenity space, may exceed 320 ft. by one additional story (see note 4 of Table 21.55.500), not to exceed 30 stories

REDMOND ZONING CODE

Code Amendment Summary

Miscellaneous Corrections in RZC Article II

Subject Matter Expert	*Jeff Churchill, Ian Lefcourte*
Author	*Jeff Churchill*
Policy Basis for Amendment	*PI-17: clear regulations that avoid duplication and inconsistency.* *HO-1*
Relevant Code Portions	21.04.1110.C, RZC 21.20.020, 21.20.030.L, 21.48.010, 21.55.4100.B

Proposed Amendment Overview

The proposed amendment updates various provisions in RZC Article II for consistency with the Redmond 2050 Comprehensive Plan and related development regulations. The amendment addresses:

- Exempting manufactured homes sited within manufactured home parks from affordable housing requirements.
- Allowing accessory dwelling units to satisfy affordable housing requirements.
- Correcting various outdated provisions in the transfer of development rights program

Rationale

Manufactured Homes sited within Manufactured Home Parks

Redmond currently has 3 manufactured home parks. It is unlikely that more manufactured home parks will be created in Redmond. Manufactured homes represent one of the rare homeownership opportunities that serves lower-income households. The proposal removes the burden of creating cost-controlled, income-restricted for manufactured home parks.

Accessory Dwelling Units

RZC 21.20, correctly, allows ADUs to satisfy affordability. RZC 21.04.1110.C.5, incorrectly, prohibits ADUs to satisfy affordability. Rationale of amendment is to amend 21.04 to allow ADUs to satisfy affordability.

Transfer of Development Rights

- Pre-Redmond 2050 language about the relationship between TDR's and affordable housing remains and should be repealed for consistency.
- TDR's can be used to gain more than one additional story in certain circumstances. The existing language for this is unclear and suggests that the value of TDR's doubles in these areas, which is not the intention nor how the program has been administered. The proposal clarifies this language.
- For most areas, TDR bonuses can be combined with bonuses earned through the development incentive program in RZC Chapter 21.55. However, this allowance was inadvertently omitted for areas in Overlake outside the TOD focus area. The proposal corrects that.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

Comment that collaboration and communication are more democratic than attempting to impose will.

PROPOSED AMENDMENT:

21.20.020 Applicability.

A. This chapter applies to:

1. All new residential and mixed-use developments**, except manufactured homes parks and manufactured homes sited within manufactured home parks**; …

RZC 21.20.030.L

L. Accessory Dwelling Units (ADUs) may be used to meet the requirements of this section in the Neighborhood Zones, provided that the ADU is at least 900 square feet~~.~~ **and all other applicable RZC 21.20 requirements are satisfied, including an affordable housing agreement as described in RZC 21.20.080.**

RZC 21.04.1110.C

~~**5. Affordability Requirement. ADUs shall not be used to meet any requirement to provide affordable dwelling units per RZC Chapter 21.20, Affordable Housing.**~~

~~**6.**~~ **5.** Applicable Codes - ADUs. The portion of the dwelling in which the accessory dwelling unit is proposed must comply with all standards for health and safety contained in all applicable codes, with the exception of the ceiling height requirements of the International Building Code. The Building Official may waive the ceiling height requirements of this chapter if it is determined that the structure was built in compliance with past building code requirements.

RZC 21.48.010 Transfer of Development Rights Program.

A. ***Purpose.*** The purpose of Redmond's Transfer of Development Rights (TDR) Program is to advance Comprehensive Plan goals and policies that address the protection of environmentally critical areas, historic resources (including archeological resources), **and** open spaces~~**, and the ability to provide affordable housing,**~~ by transferring the right to develop on the land needing protection to land more suitable for urban development.

<<administrative note: no changes to subsection B>>

C. ***Sending Area Properties.***

1. Land is eligible if it complies with all of the criteria for at least one of the eligibility categories as described in Table 21.48.010A, Eligibility Categories and Criteria, and with all of the criteria in RZC 21.48.010.C.2.

Table 21.48.010A
Eligibility Categories and Criteria

Eligibility Category	Eligibility Criteria
Urban Recreation	A. Located in the UR zone; and B. Wholly undeveloped or in agricultural or recreational use.
Historic	A. Listed on the Redmond Historic Resource Register; or B. Otherwise eligible under RZC Chapter 21.30, Historic and Archeological Resources.
Environmentally Critical Area	A. Located in one or more of the following areas: 1. Species Protection Area; 2. Category I or Category II wetland or wetland buffer; 3. Class I or Class II stream or stream buffer; 4. Landslide hazard area or buffer; 5. Contiguous forest community characterized by a qualified arborist or ecologist as: a. Having three layers of vegetation – canopy, subcanopy/shrub, and herb – dominated by native species; and b. Having at least 20 percent of canopy trees estimated to be at least 50 years of age; and c. Measuring at least one acre; and B. Wholly undeveloped, or partially undeveloped or vacant, where the Administrator determines that eligible environmentally critical areas listed in (A) above could be maintained without compromising the ecological functions and values of those critical areas.
~~Affordable Housing~~	~~A. Complies with RZC 21.48.010.G, Affordable Housing Bonus.~~

2. The following criteria must also be met:

a. The land's development rights or development capacity shall not have been exhausted, sold, or transferred; or limited by easements, deed restrictions, equitable servitudes, or similar measures to any of the following:

i. Agriculture, recreation, open space; or

ii. Preservation of environmentally critical areas and their buffers, as described in Table 21.48.010A, through means including, but not limited to, a Native Growth Protection Area or open space easement.

b. The land shall not have been granted a reasonable use exception under RZC 21.76.070.U, Reasonable Use Exception (Critical Areas/Hazardous Liquid Pipelines, etc.). Nothing in this chapter shall require that a reasonable use exception granted under the reasonable use provision equal the economic value of the TDRs granted under this chapter.

c. The land shall not be part of any property the Comprehensive Plan designates for use as a collector, arterial street, or highway.

<<administrative note: no changes to subsections D-E>>

F. ***Use of Development Rights.***

1. Each development right may be used as a right for any one of the following, subject to the limitations of this chapter and other zoning code chapters:

a. To authorize an additional 8,712 square feet of gross floor area;

b. To increase the maximum impervious surface or maximum lot coverage by 8,712 square feet; provided, that the total increase does not exceed 10 percent of the allowed maximum square footage for the site; or

c. To increase the height of a structure, including above-ground structured parking, by one story across each 8,712-square-foot increment of gross floor area or parking floor plate**, except as permitted in RZC 21.48.010.F.2.** ~~**or by two stories in a TOD focus area**~~. ~~**In no case shall total building height be greater than two stories above the height allowed by the underlying zone except as permitted as part of the Overlake incentive package (RZC Chapter 21.55); the**~~ **The** height bonus shall not apply to structures within the shoreline jurisdiction or within the Downtown height limit overlay areas. (Table 21.10.200, note 2).

2. In TOD focus areas (see RZC Chapter 21.05), maximum height may be increased by up to two stories above the height allowed by the underlying zone using development rights. Additional height can also be earned by combining development rights with the incentives available in RZC Chapter 21.55.

3 ~~**2**~~. A fraction of a development right shall be entitled to the corresponding fraction of any of the above.

4 ~~**3**~~. A land use application using transferred development rights shall contain a statement describing the amount of the development rights proposed to be used and how the development rights are proposed to be used.

RZC 21.55.4100.B

B. *Outside the Overlake TOD Focus Area and in OUMF Zone*. Bonuses earned outside the TOD Focus Area and in the OUMF zone have the following threshold and maximums. Where points earned are fractional, they shall be rounded to the nearest whole number to determine bonuses earned.

Table 21.55.4100.B. Bonuses in Overlake, Outside of TOD Focus Area and in OUMF Zone

Points Earned	FAR	Max Building Height		Other Bonuses Earned
		OBAT (mixed-use/non-residential)	OUMF	
1 – 50	Per calculation	160 ft./135 ft.	100 ft.	
51 – 100	Per calculation	175 ft./150 ft.	115 ft.	
101 – 150	Per calculation	190 ft./165 ft.	130 ft.	**Projects earning over 100 points may combine the transfer of development rights program with the incentive program**

Points Earned	FAR	Max Building Height		Other Bonuses Earned
		OBAT (mixed-use/non-residential)	OUMF	
151 – 200	Per calculation	210 ft./180 ft.	145 ft.	
Over 200 points	Max FAR of 9.5	230 ft./200 ft.	160 ft.	

Item		Discussion Notes	Issue Status
1.	Fences: repairing and replacing non-conforming fences. Weston, Coleman, Public Comments	Commission Discussion Commissioners and community members asked about how repair and replacement of legal non-conforming fences would work. Would it make a difference if the legal non-conforming fence was on property owned by King County? 2/25: Chair Weston asked for information about what fence regulations apply to fences in the shoreline jurisdiction. Staff Comments A legal non-conforming use or structure is something that met all requirements at the time it was established/constructed but does not meet current requirements. For example, a building might be built when the setback requirement was 3 feet but the requirement later changed to 5 feet. That building would be considered a legal non-conforming structure. Legal conforming uses and structures are regulated in RZC 21.04.5000. Maintenance is addressed in RZC 21.04.5000.F, Maintenance. The code says, "Ordinary and routine maintenance and repair of a legal nonconforming structure and structures containing a nonconforming use, such as painting or plumbing repair, shall be permitted as necessary to ensure the protection of general health, safety, and welfare. All legal nonconforming uses and structures are subject to all applicable property maintenance and substandard building laws." Additional relevant sections are: RZC 21.04.5000.I, Alteration or Expansion of a Nonconformance. In general, this section says that the degree of nonconformity cannot be increased. It also says that legal nonconforming structures must be brought into compliance with the RZC when alteration or expansion of the structure takes place, and the following takes place within any three-year period: a. The gross floor area of the structure is increased by 100 percent or more; or b. The costs stated on all approved building permit applications for the structure equal or exceed the value of the existing structure at the beginning of that three-year period.	Opened 2/11/2026 Closed 3/11/2026

Item		Discussion Notes	Issue Status
		RZC 21.04.5000.G, Abandonment of Rights to Nonconformities. In general, this section says that the right to continue a legal nonconforming structure is lost when the structure is demolished or rebuilt. Legal nonconforming structures can be repaired or restored in extraordinary circumstances such as following an earthquake, fire, explosion, vandalism, etc., with limitations. (RZC 21.04.5000.H, Restoration) Community members spoke of a specific fence along the Sammamish River. The same regulations would apply whether the fence is on private property, City-owned property, or County-owned property, because all the property is within Redmond city limits and subject to the Redmond Zoning Code. 3/11: Fences are prohibited in stream buffers in the shoreline jurisdiction (RZC 21.68.100). The Sammamish River stream buffer south of the Puget Sound Energy trail is 150 feet (RZC 21.68.060.A.1). Stream buffers are measured perpendicular to the ordinary high water mark (RZC 21.64.020.B.2). A legal non-conforming fence in a stream buffer in the shoreline jurisdiction would be subject to the provisions described above. An unpermitted fence in a stream buffer in the shoreline jurisdiction would be a code violation. Redmond's code enforcement approach is to work collaboratively with property owners to reach compliance.	
2.	Fences: materials. Weston, Coleman	Commission Discussion Barbed wire fence topping is not permitted along residential areas. Can we exclude these fence toppings when they are adjacent to parks, and public spaces? How will this be addressed if a fence exists with this or similar treatment? How can you bring the fence into compliance with the current RZC? Staff Comments If the Planning Commission wishes to further restrict locations for barbed or razor wire fences, staff recommends amending Table 21.24.050 – Electric, Barbed Wire, and Swimming Pool Fences as shown below. "Parks, Open Space, Trails and Gardens" is defined in RZC 21.78.250 as "A variety of outdoor recreation areas including wildlife refuges; wetland, stream, and wildlife mitigation areas; arboretums; pea patches; and play areas. This definition excludes: Athletic, Sports, and Play Fields; and Marine Recreation."	Opened 2/11/2026 Closed 2/25/2026

<table>
<tr><th>Item</th><th></th><th>Discussion Notes</th><th>Issue Status</th></tr>
<tr><td></td><td></td><td>Excerpt from Table 21.24.050
<table><tr><th>Fence Type</th><th>Permitted Zones</th><th>Special Requirements</th><th>Other Code Requirements</th></tr><tr><td>(B) Barbed or Razor Wire Fences</td><td>UR, RA-5, but not along property lines adjacent to other residential and commercial zones, and parks, open space, trails and gardens.</td><td>A. Commercial storage, utility and public uses may use barbed wire only on top of a fence at least six feet in height. The barbed wire shall not extend more than 18 inches above the top of the fence.

B. Prohibited when fronting shoreline public access areas (Shoreline Public Access System Map, Figure S-1 of the Shoreline Master Program).</td><td>None</td></tr></table>
Issue #1 addresses nonconforming structures.</td><td></td></tr>
<tr><td>3.</td><td>Incentive Package

Aparna</td><td>Commission Discussion

Commissioner asked if the Overlake Incentive table was in effect and why changes are part of this package.

Staff Comments

The Overlake Incentive table is adopted and in effect. The point values that equate to FAR and height are in the incentive calculator but not published in the code. The calculator values were included for the incentive tables for Marymoor and Downtown, but not Overlake. This update adds the calculator and values to the code for consistency and transparency. It makes no substantive change to the Overlake incentive program.</td><td>Opened 2/11/2026

Closed 2/25/2026</td></tr>
<tr><td>4.</td><td>Public Feedback

Gagner</td><td>Commission Discussion

Commissioner would like to review community feedback on this package.</td><td>Opened 2/11/2026

Closed</td></tr>
</table>

Item		Discussion Notes	Issue Status
		Staff Comments The feedback summary is available to review and has posted on the zoning amendments webpage.	3/11/2026
5.	Daycare Weston, Coleman	Commission Discussion Commissioners asked for the rationale to not allow daycares closer than 300 feet apart. It appears to be the only old requirement that wasn't removed. The Commissioner's preference is that the City not restrict daycare density. There are some concerns about removing this due to potential traffic impacts. Staff Comments Engrossed Substitute Senate Bill (ESSB) 5509 stipulates that cities may impose reasonable restrictions on the permits for child care centers, with the example of pickup and drop-off areas. Otherwise, ESSB 5509 preempts city regulations by requiring the outright permission of child care centers in all zones except industrial zoning, light industrial zones, and open space zones. The recommended amendments strike a previous restriction that limited the centers from locating closer than 300 feet from an existing operation in residential zones.	Opened 2/11/2026 Closed 2/25/2026
6.	Co-living Copley	Commission Discussion Additional discussion on the co-living clean-up, and the ambiguity on the co-living requirements. What if any were the unintended uses? Staff Comments The purpose of the proposed amendments is to: • Ensuring that residential suites are complying with affordable housing regulations as intended. • Ensure that applicants are not claiming co-living space to circumvent maximum square footage per lot regulations. • Improve consistency in how these types of units are referenced across the RZC. • Clarify development standards for dormitories and residential suites in the Neighborhood Residential zone. More information is on page 72 of the Technical Committee Report	Opened 2/11/2026 Closed 2/25/2026

Item		Discussion Notes	Issue Status
7.	Parking Weston	Commission Discussion Alternative parking minimums are allowed if an applicant has a parking study prepared by a qualified expert. What is considered a qualified expert? Are we allowed to specify what sort of expert does the study? Pleased with the direction that Redmond is moving to reduce surface parking and is concerned that there is an alternative minimum path. Staff response A qualified expert is typically a parking consultant or traffic engineer consultant. As part of the development review process, the consultant shares their credentials, experience, and knowledge in conducting the study. The alternative minimum process is not new, and staff have not experienced challenges in determining who is a qualified expert in parking studies. Staff expect the use of this tool to continue to decrease as minimum parking requirements are decreased or eliminated.	Opened 2/11/2026 Closed 2/25/2026
8.	Uses Weston	Commission Discussion Questions and clarifications on a variety of uses: • Are religious uses qualified in the category of Arts, Entertainment, Recreation and Assembly? • Are non-profits considered in the category of Arts, Entertainment, Recreation and Assembly? • What are cooking classes considered? Does it differ if it's offered by a non-profit or in a retail space? • What do we consider Indoor or outdoor mini golf? Does it differ if they are selling alcohol and/or food? • What do we consider arena soccer? • What do we consider a dance school that also sells equipment on site? • What do we consider adult only recreation like axe throwing? • Is alcohol covered under general sales and services or if only cannabis is in the exclusion? • Are there medical services that are not considered in general sales and services, specifically surgery or MRI equipment, or if chemical storage is on site if that would remove it from that category? • Do animals impact these uses for example, animal shelter, veterinary, puppy training classes, doggy daycare or cat café?	Opened 2/11/2026 Closed 2/25/2026

Item	Discussion Notes	Issue Status

	Staff Response
	
	Redmond's use categories are based on the Land Base Classification System (LBCS) - Function Dimension (pg. 26) that groups land-based classifications for basic organization of similar uses. This standardized system offers flexibility in codified allowed uses – broader categories are used when possible to avoid inadvertent omission of specific uses. Definitions of allowed use categories, often a copy of the LBCS Function, are found in RZC 21.78.
	
	Staff also review the North American Industry Classification System (NAICS) codes as part of the business licensing process. By cross-reference NAICS with LBCS, staff confirm allowed uses by zoning zoning district.
	
	Redmond also developed a Business Use Look Up Tool to help the community and staff answer use-related questions. A video series was also launched to assist businesses in preparing to locate or relocate their business in Redmond. This series walks through individual steps in detail, including how to assess the permission or limitation of a business and its typical activities.
	
	Regarding the uses mentioned above, the following provides the relevant allowed use:
	
	• Are religious uses qualified in the category of Arts, Entertainment, Recreation and Assembly?
	  o Faith-based uses are an individual category
	• Are non-profits considered in the category of Arts, Entertainment, Recreation and Assembly?
	  o The distinction between for-profit and non-profit was previously removed from the RZC as the underlying business activities dictate the predominant use. Thus, different non-profit organizations would fit into different use categories.
	• What are cooking classes considered? Does it differ if it is offered by a non-profit or in a retail space?
	  o Cooking classes, as a stand alone business, would be categorized as technical, trade, and or other specialty school, a subcategory of Educational uses. If the classes were secondary to a primary use such as cooking supply sales, grocery store, or a catering business, that business structure would used to identify the relevant allow use.
	• What do we consider indoor or outdoor mini golf? Does it differ if they are selling alcohol and/or food?
	  o The primary use would be assessed. If mini-golf is the primary use, it would align with the arts, entertainment, recreation, and assembly use category.
	• What do we consider arena soccer?	

Item		Discussion Notes	Issue Status
		○ With soccer being the primary use, the arts, entertainment, recreation, and assembly category would apply. • What do we consider a dance school that also sells equipment on site? ○ Dance schools are a technical, trade, and specialty school based on the use category including fine arts and performance arts schools. A clarification is also recommended to include performing arts studios. • What do we consider adult only recreation like axe throwing? ○ Axe throwing would be consider arts, entertainment, recreation, and assembly. • Is alcohol covered under general sales and services or if only cannabis is in the exclusion? ○ Alcohol sales, as a bar or drinking place, are categorized under food and beverage. Cannabis is regulated as a separate use for alignment with state regulations. • Are there medical services that are not considered in general sales and services, specifically surgery or MRI equipment, or if chemical storage is on site if that would remove it from that category? ○ Medical services are categorized under education, government, health care, and other institutions. • Do animals impact these uses for example, animal shelter, veterinary, puppy training classes, doggy daycare or cat café? ○ The RZC includes several uses involving animals: ▪ Animal Kennel/Shelter use including indoor and outdoor facilities where animals may be housed for more than 24 hours. ▪ Pet and Animal Sales and Services (except Veterinary) such as retail sales, sales of pet supplies, grooming, boarding, caretaking, and training. ▪ Business and services which includes veterinary as a professional service. ▪ A cat café would be assessed as a café, as the primary use.	
9.	Diagrams and Graphics Aparna	Commission Discussion Can we develop more diagrams on how lots can be split? Can we have a visual guide? Staff Response Two good resources exist that explain different methods for subdividing property.	Opened 2/11/2026 Closed 2/25/2026

Item		Discussion Notes	Issue Status
		1. The Municipal Research and Services Center (MRSC) provides a helpful overview of subdivision methods. 2. The Washington State Department of Commerce publishes A Short Course On Local Planning Resource Guide (see section 5.B beginning on page 120). Staff will take the recommendation to develop diagrams under advisement. They may be appropriate as part of a tip sheet or user guide that accompanies the zoning code.	
10.	Fences Public Comment	Fences, concerns about legal non-conforming fences along water shoreline and along Sammamish River Trail Fence is 50+ years old, is there clear direction on legacy fences, and how we can deal with that, and repair fences, doesn't increase legal-nonconforming especially along Sammamish River Trail Staff Response Please see Issue #1.	Opened 2/11/2026 Closed 2/25/2026

Appendix B – Public Hearing Notice

NOTICE OF PUBLIC HEARING
CITY OF REDMOND

Redmond Zoning Code Amendment: 2025 Legislative Conformance, Business Improvement, and Fences
(LAND-2026-00016, SEPA-2026-00015)

The City of Redmond Planning Commission will hold a Public Hearing at Redmond City Hall Council Chambers, 15670 NE 85th Street, Redmond, Washington on **February 25, 2026 at 7 p.m.** or as soon thereafter, on:

SUBJECT: The code package has three categories: legislative conformance, business improvement, and fences.
In 2025 the state legislature enacted several new laws affecting local development regulations. This amendment package will result in updates to the Redmond Zoning Code to address new state laws. It will also address several clean-ups related to Redmond 2050. Legislative conformance package updates the following code chapters: RZC 21.04, 21.08, 21.10, 21.12, 21.13, 21.20, 21.40, 21.48.010, 21.55, 21.74, 21.76, 21.78.

Annually, staff prepares a package of code amendments proposed to improve business use of these regulations. These updates include amendments to the following chapters: RZC 21.04, 21.36, and 21.76.

The fence updates are intended to synchronize and add clarity to fence requirements, and to evaluate the purpose and intent of regulating fence and retaining wall location, dimensions, permit requirements, and design. The following code chapters are proposed to be amended: RZC 21.24 and 21.25 (new chapter).

REQUESTED ACTION: Planning Commission recommendation on the proposed amendment to the Redmond Zoning Code

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

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

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

A copy of the proposal is available at redmond.gov/1480. If you have any comments, questions, or would like to be a Party-of-Record on this proposal, please contact Lauren Alpert, Senior Planner, 425-556-2460, lalpert@redmond.gov.

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

LEGAL NOTICE: February 4, 2026

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MEETING MINUTES

REDMOND PLANNING COMMISSION MEETING

Wednesday, February 25, 2026 – 7:00 p.m.

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

Commissioners Present:	Chair Susan Weston, Vice-Chair Jeannine Woodyear, Commissioners Tara Van Niman (virtual), and Aparna Varadharajan (virtual)
Commissioners Absent:	Commissioners Adam Coleman and Denice Gagner (Excused)
Staff Present:	Jeff Churchill, Glenn Coil, Kim Dietz, and Chris Wyatt
Recording Secretary:	Carolyn Garza, LLC

2. Approval of the Agenda

   - *Motion to approve the Agenda by Vice-Chair Woodyear, seconded by Commissioner Copley. The Motion passed.*

3. Approval of Meeting Minutes & Summaries

   - *Motion by Commissioner Copley to approve the February 11, 2026 Meeting Summary. Motion seconded by Vice-Chair Woodyear. The Motion passed unanimously.*

4. Items from the Audience (General)

   - David Morton, Redmond 98053, asked that there be a recommendation for PFAS soil and groundwater testing at the DTG recycle site, formerly All Wood

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Recycling, before any ground disturbance occurs as part of the Evans Creek Relocation Project and explained reasons.

- Andrew Brown, Redmond 98052, stated having sent a Power Point presentation to the Commission regarding tree-felling and light pollution, explained some of the content, and asked that a thorough review of actions occur to protect environmentally sensitive areas along the river.

5. 2026 Code Amendment Series: Business Improvement, Fences, and Legislative Conformance – Public Hearing and Study Session

Planning Manager Churchill presented the topic.

Public Hearing

- Andrew Brown, Redmond 98052, stated that a part of the previously mentioned Power Point presentation sent to the Commission is regarding non-conforming fences and explained some of the content and possible solutions.
- David Morton, Redmond 98053, asked, regarding Business Improvement amendments, how *Business Open* signage required during sidewalk closures by a contractor can be enforced and for details regarding proposed updates to home-based business allowances; that regarding Fences, stated clarity is still needed; and regarding Legislative Conformance, that removing arbitrary location barriers is positive and that parking changes in real neighborhoods should be examined as minimum requirements are reduced. Public facing materials should remain accessible and easy to understand for residents.

Chair Weston closed the verbal portion of the Public Hearing.

Study Session

Planning Manager Churchill presented the Issues Matrix.

Regarding Issue one, Non-Conforming Fences, Chair Weston asked for more clarification regarding special rules for fences in shoreline areas. The Issue remained open.

Regarding Issue two, Fence Materials, Chair Weston supported the new language and closed the issue.

Regarding Issue three, Commissioner Aparna stated the issue could be closed.

Regarding Issue four, Community Feedback, Chair Weston stated that the issue should remain open for Commissioner Gagner, but that a closure via email might occur before the next meeting.

Regarding Issue five, Daycares, Principal Planner Dietz explained Senate Bill 5509, Chair Weston related historical information in Redmond and stated that the issue could be closed on the behalf of Commissioner Coleman.

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Regarding Issue six, Co-Living, Commissioner Copley stated that the issue could be closed.

Regarding Issue seven, Alternative Parking Minimums, Chair Weston stated that the issue could be closed and that the clarification was appreciated.

Regarding Issue eight, Allowed Uses, Chair Weston stated that the issue could be closed.

Regarding Issue nine, Sub-dividing Property, Commissioner Aparna stated that the issue could be closed. Chair Weston stated that tip sheets or user guides are very useful. Planning Manager Churchill replied that out-of-date guides are to be updated.

Regarding Issue ten, a Public Comment regarding Fences from the last meeting, Chair Weston stated that the issue could be closed.

Commissioner Van Niman asked Chair Weston, regarding Issue ten, if there is a gap in obtaining answers for both staff and the Public Commenter. Chair Weston replied that when zoning code is not quickly clear, something needs to be addressed. Commissioner Van Niman asked for further clarification and Chair Weston stated that Issue one remains open for more clarity.

Planning Manager Churchill asked for clarification that Issue two should be closed, and Chair Weston replied that with the new text the issue is appropriate to close.

Planning Manager Churchill stated that the Amendments will be revisited on March 11, 2026.

6. Staff & Commissioner Updates

Senior Planner Coil stated that the next Planning Commission meeting is on March 11, 2026.

Commissioner Copley stated having spoken with a resident regarding Housing and that broadcasting opportunities to build more types of housing is positive.

Chair Weston stated that the Cascade Water Alliances Water System Plan was approved. The Mayor and the Cascade Water Alliance Board Representative have been reached out to know when Council will receive a briefing, and the Planning Commission are welcome to individually attend the public meeting.

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Chair Weston stated that regarding an email comment received about Housing Displacement, there is a Housing Action Plan and Human Services Strategic Plan on the Redmond website that will benefit from community feedback. If someone is concerned regarding individual displacement, staff has suggested working with ARCH, King County, 211, and the King County Housing Authority for specialized expertise.

7. Adjourn

- *Motion to adjourn at 7:44 p.m. by Commissioner Copley. Motion seconded by Vice-Chair Woodyear. The Motion passed.*

Minutes approved on:

March 11, 2026

Planning Commission Chair

Signed by:
Susan Weston
2E06B184028E4A6...

From: Andrew Brown <andyb12@mac.com>
Sent: Tuesday, February 24, 2026 4:52 PM
To: Planning Commission <planningcommission@redmond.gov>
Subject: Follow up to public comments at February 11th Commission meeting

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

Thanks for all the time and effort commissioners and staff put into ensuring our community is well managed.
At the planning meeting on 2/11/2026 that provided an update on fence codes to better align with Redmond 2050, my neighbor Andrew Kennelly and I made comments about the situation our neighborhood is currently facing as we try to repair a decades old fence that defines the western edge of our association property. The issue being our western border is adjacent to the Sammamish River Trail. The city has asked that we provide evidence of when the fence was installed and its permit prior to giving direction as to what repairs we can do to the fence. This fence was in place long before these properties were developed when this land was used for blueberries or other farming. It is not reasonable to put the onus on an HOA, formed probably decades after the fence was first installed, to find original documentation if it even exists. And what would the purpose of this be? The fence is legally non-conforming. We already know that. We wish to improve the fence and the environment around it by replacing the bent posts, rusted mesh and barbed wire with either new metal posts or a cedar post fence. The fence footprint and other design elements would be similar to our existing fence. These actions would in-fact reduce the non-conformance of our existing fence and most certainly enhance the aesthetics of the fence to all those who use the trail as well as the residents. We'd like some help in trying to find a common sense path forward to getting the required city approval to repair the fence. There are miles of non-conforming fences along the trail, some of which have clearly been improved. So there is a precedent for allowing us to implement these improvements to our fence. We also ask that such fences be given due consideration in any fence code updates being considered as part of Redmond 2050.

The second issue that I brought up at the meeting was the increase in noise and light pollution from lite industrial park buildings along the eastern bank of the river that are

located next to sensitive environmental zones. Landmark tress were recently cut down illegally (without permits) and this has caused a further increase in noise and light pollution. As Redmond City pursues the 2050 Comprehensive plan attention must be given to these increasing sources of pollution that impact the natural environment for our wildlife as well as being disturbing to residents in nearby neighborhoods. I attach some pictures to highlight my issue.

A before and after image showing the cutting down of one of multiple landmark trees that were felled on this day. This was done without permits. The city compliance officers arrived too late to prevent the trees from being felled. The company was issued a warning, retroactively given permits, and had to plant a few saplings. This makes no sense and does not address the environmental damage caused by this illegal tree felling. I also attach an image of how that tree looks today surrounded by garbage. This is adjacent to the environmentally sensitive zone along the river.

As to the light pollution it can clearly be seen in the other images. These were taken from the eastern side of the river facing west. The light from the buildings is so bright it causes shadows on the opposite side of the river. The full extent of the light pollution can be seen in the last picture. On the right hand side of the image is an orange glow that is from residential lights on the east side of the river and barely illuminates the trees in the homes backyard. The bright white light from the buildings on the west side of the river on the other hand indiscriminately illuminates the buildings, trees, trail, and the natural habitat on both sides of the river.

We need to stop illegal felling of trees and destruction of the natural habitat along our sensitive environmental areas such as the banks of the river. Stricter regulations and enforcement are clearly required. In addition, and as a direct consequence of tree felling, we need stringent codes to govern light pollution from buildings that indiscriminately illuminate large tracts of land including these environmentally sensitive areas, and even reaching the trail on the opposite side of the river.

Sincerely,
Andrew Brown, Redmond City Resident.









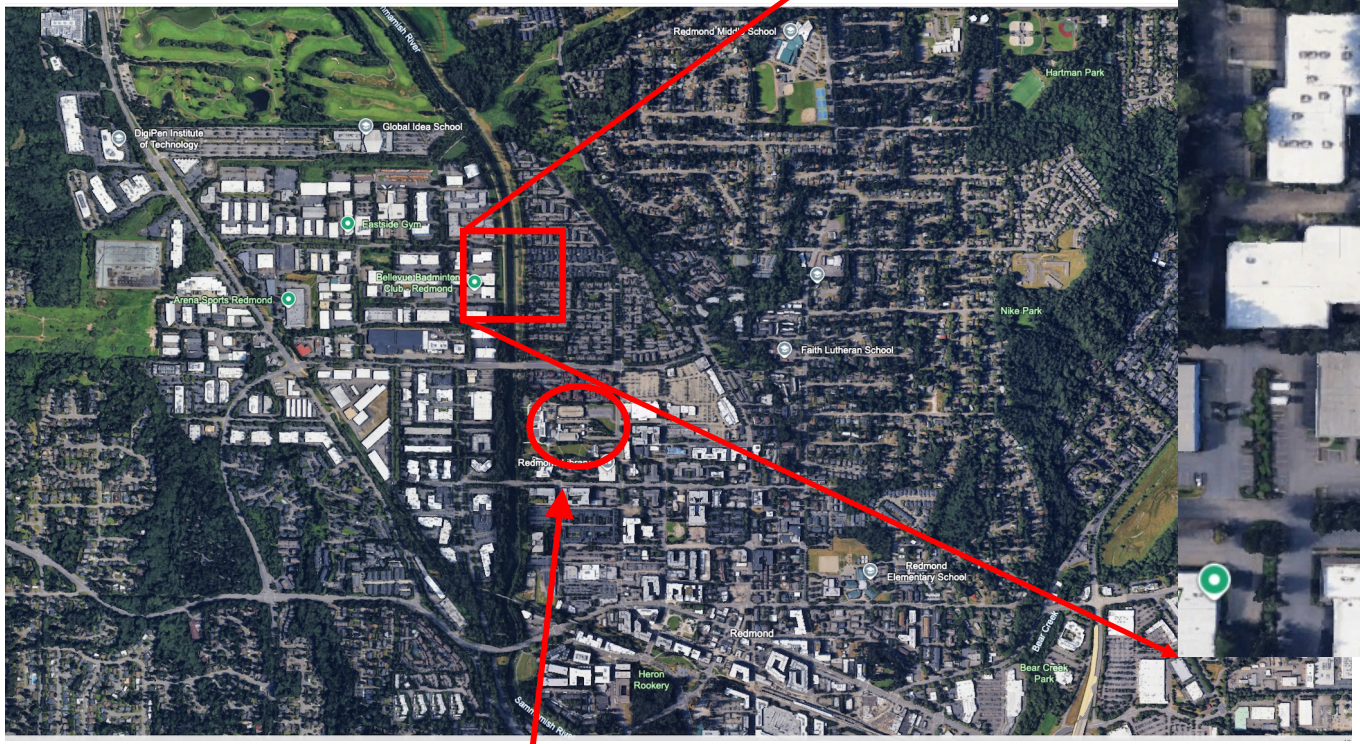




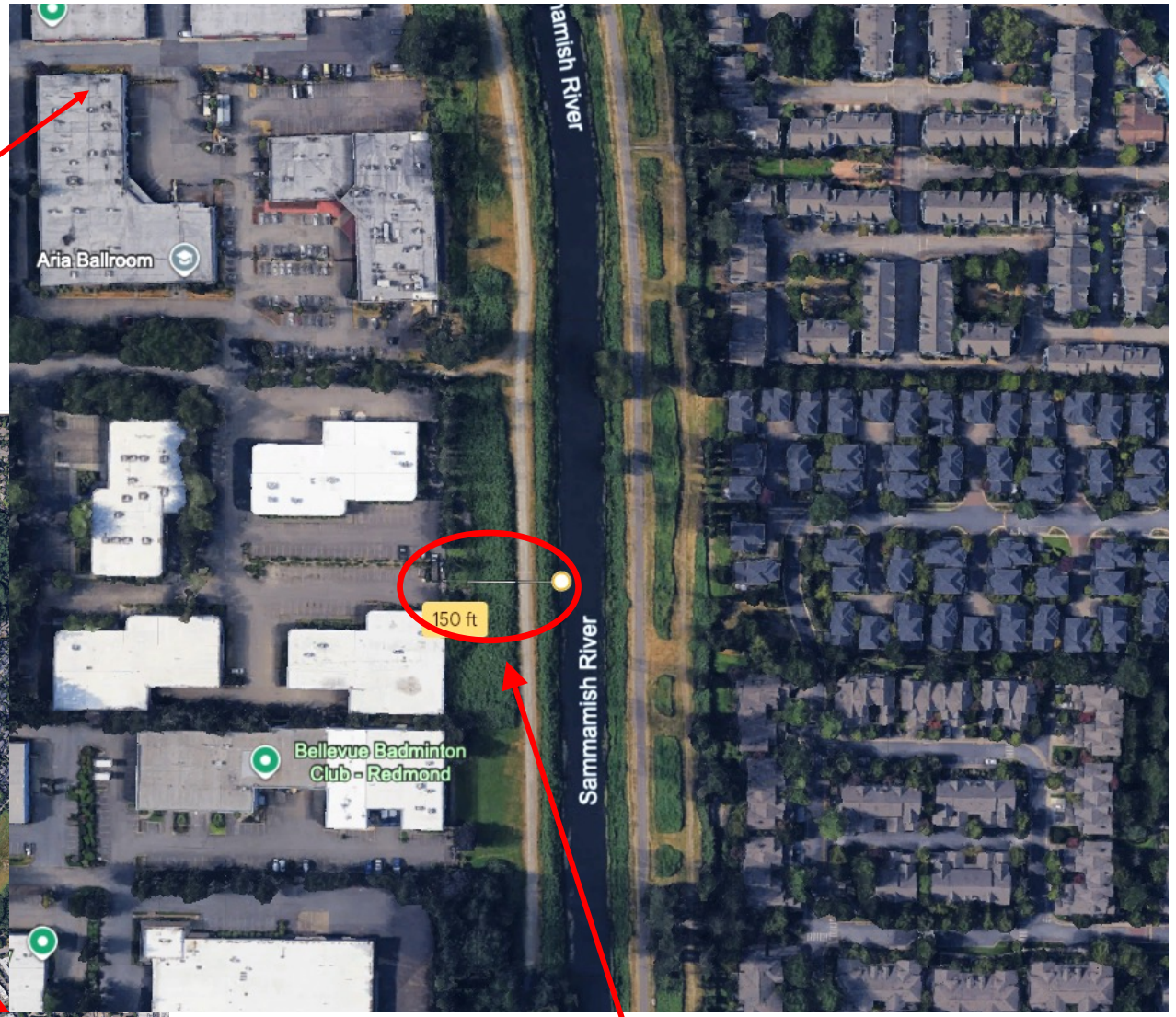
City of Redmond Planning Commission Meeting 2/25/2026

Illegal Tree Felling
Noise and Light Pollution
Fence Permitting

Location: Downtown Redmond



Redmond Community Center



SMA governs land within 200 feet of shoreline - specifically includes Tree Protection

In Washington State, the Shoreline Management Act (SMA) generally governs land within **200 feet** of the Ordinary High Water Mark (OHWM) of designated shorelines, including marine waters, streams….

There are three basic SMA policy areas: shoreline use, environmental protection, and public access.

- Shoreline Use – to control pollution and prevent damage to the natural environment.
- Environmental Protection - to protect shoreline natural resources including the land, vegetation, wildlife, and aquatic habitats against adverse environmental effects. All allowed uses are required to offset these impacts as much as possible and preserve the natural character and aesthetics of the shoreline.
- Public Access - SMPs include a public access element, including provisions for public access to publicly owned areas. The SMA also implements the common law Public Trust Doctrine. This doctrine conveys that the waters of the state are a public resource for the purposes of navigation, conducting commerce, fishing, recreation, and similar uses. The Public Trust Doctrine is not invalidated by private ownership of the underlying land.

21.68.110Tree Protection, Landscaping, and Screening Within Shorelines.

A. ***Tree Protection.*** In addition to RZC 21.32, *Landscaping*, and RZC 21.72, *Tree Preservation*, all development within the Shoreline Jurisdiction shall comply with the additional tree protection, landscaping, and screening requirements of this section. Where there is a conflict between regulations, the more restrictive regulation shall apply.

1. *Tree Protection Requirements.* To maintain the ecological functions that trees provide to the shoreline environment, including air quality, wildlife habitat, temperature and glare attenuation, and aquifer recharge, significant trees shall be retained as follows:

a. Consistent with 21.72.060, *Tree Protection Standards*, a minimum of 35 percent of the existing significant trees shall be preserved on-site. (b) Within the waterfront building setback, significant trees shall be retained, except where the tree is dead, diseased, dying, or hazardous. (c) Within the shoreline buffer, trees shall be removed only where allowed under RZC 21.64.010.Q, *Buffer Areas*, and 21.64.020.B, *Stream Buffers*. (d) Within the Shoreline Jurisdiction, significant trees shall not be removed or topped for the purpose of creating views. Nondestructive thinning of lateral branches to enhance views is allowed.

Non-permitted felling of landmark trees within 200 feet of shoreline on 9/4/2025 – a once beautiful tree now an abandoned stump and a garbage pile





Fully exposed light now visible
from east side of river
No attempt to constrain illumination



Is this what our laws protecting the environment are supposed to achieve?

Google Earth 2024 image shows impact of foliage destruction - as do images of resulting light pollution







Noise pollution also increases as no barrier to dampen the sound from the industrial park

Habitat destruction, and light/noise pollution are directly related



Excessive limb removal (this is not thinning!)





Uncontrolled light cast shadows 400 feet away on the opposite side of the trail

The excessive and misguided use of artificial light at night, acts as a severe environmental threat by disrupting ecosystems, altering animal, flora and fauna behaviors, and wasting energy.



Uncontrolled light from business park illuminates both sides of river

Light from residences

All this is allowed with no permit, but not a simple fence repair/replacement?

Which is more environmentally friendly and aesthetically appropriate for Redmond?

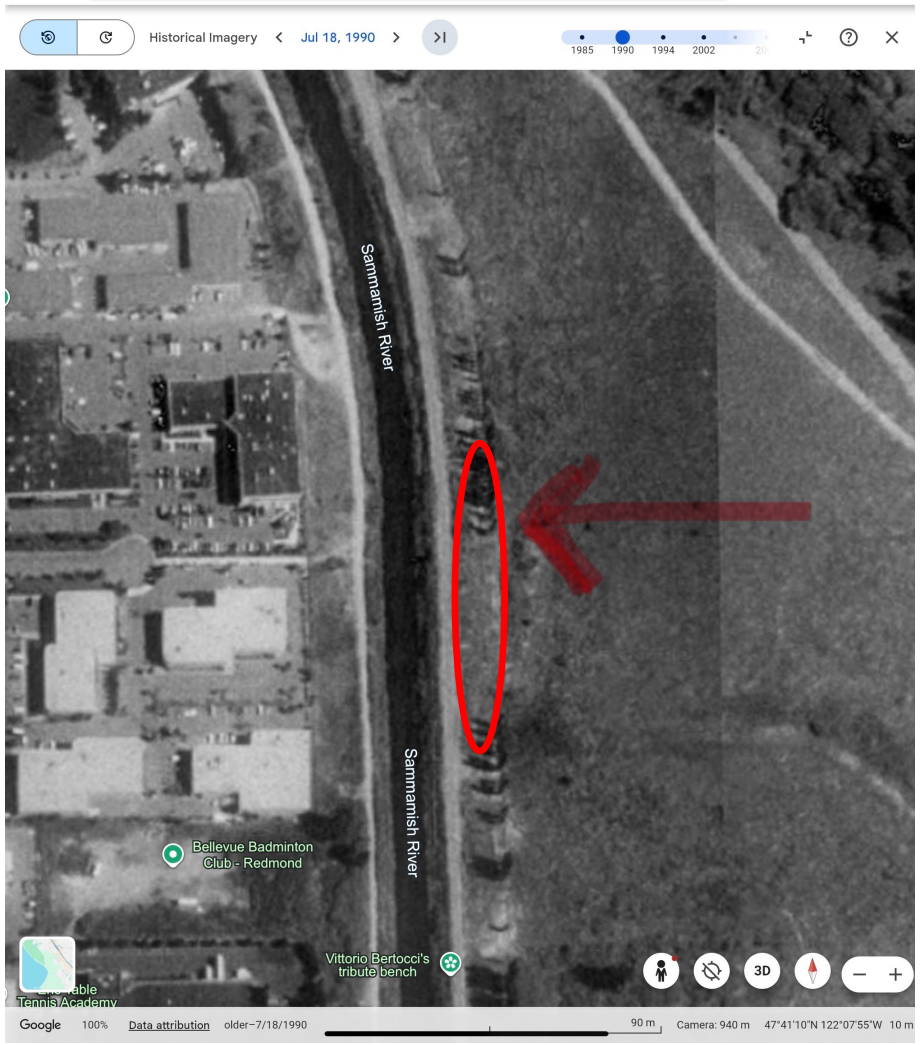


Metal posts and barbed wire



or cedar frame?

Google Earth view: 1990 versus today – existing legacy fence has been in place for ~40+ years

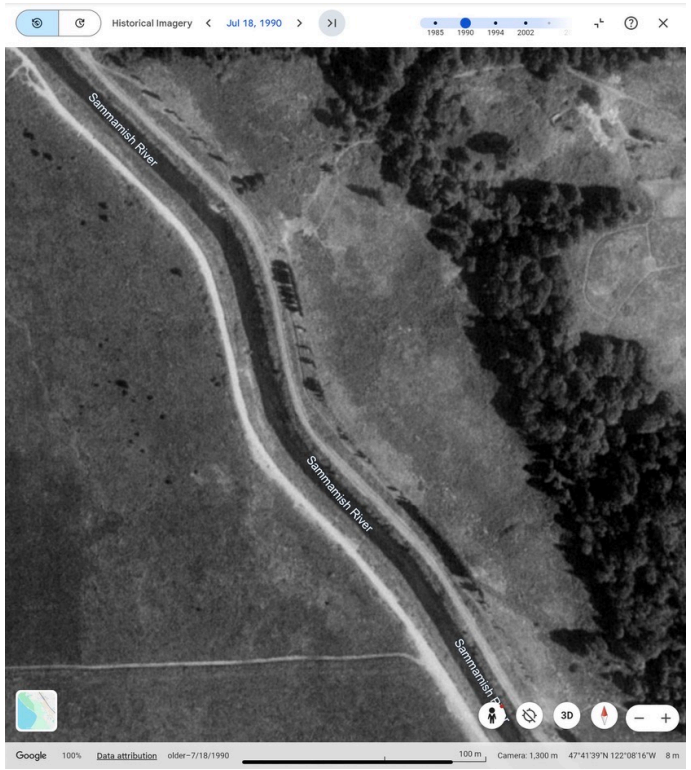




Windwood Village

Poplar trees and legacy fence can be clearly seen extending up and down the trail

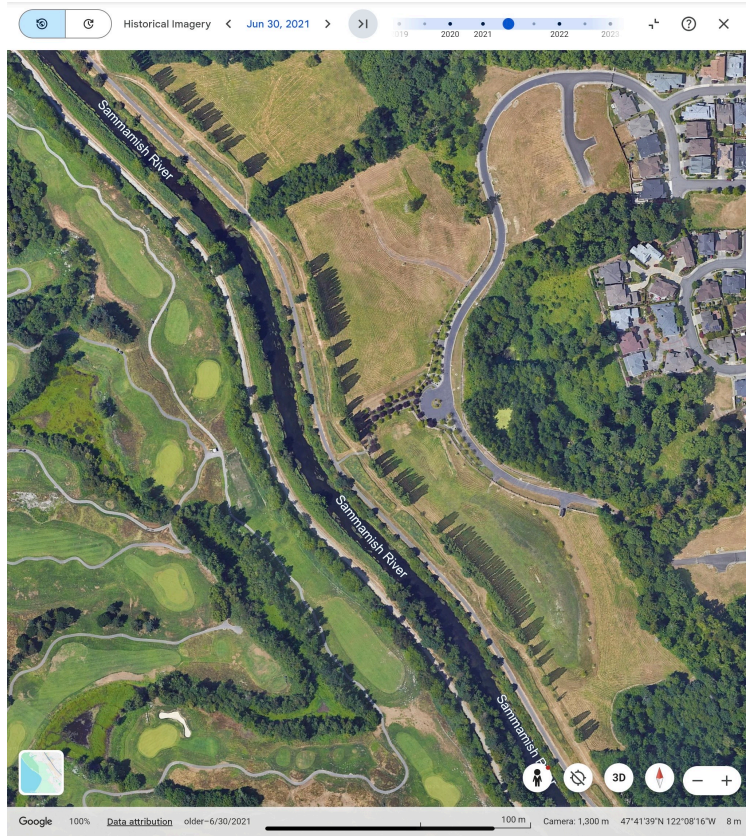
Google Earth shows legacy fence existed at Mondavio Verona prior to 1990 - replaced 2012



1990:Legacy fence and trees visible along the trail



2012: New fence built extending up and down the trail replacing legacy fence



2021: Trail, trees, and new fence cleary visible

City has asked us to find a >40-year-old fence permit - these structures have already replaced sections of the same legacy fence on the trail







Commission Request

- A thorough review of actions to protect the environmentally sensitive areas along the river is urgently required
- Consequences for those who cut down protected vegetation, especially landmark trees.
  - The habitat for animals along the river has been destroyed by these actions and will take decades to regrow.
  - Issuing a warning and retroactive permits makes absolutely no sense for breaking the law. The trees are gone with irreparable environmental damage.
- In addition to destroying natural habitat, tree and foliage removal causes increased noise and light pollution
- Uncontrolled artificial light pollution, especially in environmentally sensitive areas, needs to be addressed
- Common sense needs to apply to the replacement of ageing fences
  - Precedence exists from other fence repairs
  - We have been made aware of a “No permit required” approval for fence repair. Is this available and how would I secure this?

Written testimony from David Morton

I'd like to speak on the proposed **2026 Code Amendment Series**. I want to raise a few questions and make observations across the three amendment categories that I hope the Commission will consider as this process moves forward.

On the **business improvement** amendments, I appreciate the City's ongoing effort to reduce friction for local businesses. The proposed requirement to post **"Businesses Open" signage during sidewalk closures** seems like a practical, low-cost measure that protects small businesses during construction disruptions. I'd like to understand, however, how the City intends to enforce this requirement and what remedies are available if a contractor fails to comply. I'd also welcome more detail on the proposed **updates to home-based business allowances**.

On **fences**, I think the Commission is right to seek clarity here. Several questions came up during the February 11 study session regarding **legal nonconforming fences**, and I share those concerns. Many residents have older fences that predate current code requirements, and it would be helpful to have plain-language guidance — perhaps a simple FAQ or summary sheet — about what homeowners can and cannot do when repairing or replacing a fence that doesn't meet current standards. I'd also encourage the Commission to carefully examine the proposed restrictions on **barbed and razor wire** near **parks and open spaces**, given how many trails and natural areas exist in Redmond where neighbors and families regularly walk.

On **legislative conformance**, I'm glad to see the City aligning with state law by **removing the 300-foot spacing restriction on childcare centers**. Access to childcare is a significant challenge in our region, and removing arbitrary locational barriers is a step in the right direction. And I hope the Commission will closely monitor how parking changes interact with real-world conditions in neighborhoods, particularly as minimum requirements are reduced.

My overall ask is simply this: as these amendments move toward a City Council recommendation, I hope staff will continue making the public-facing materials accessible and easy to understand for everyday residents. Thank you for your service and your thoughtful attention to these proposals.

Redmond
WASHINGTON

TECHNICAL COMMITTEE REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

February 4, 2026

Project File Number:	**LAND-2026-00015; SEPA-2026-00016**	
Proposal Name:	**2025 Legislative Conformance, Business Improvement, and Fences Zoning Code Amendments**	
Applicant:	**City of Redmond**	
Staff Contacts:	Lauren Alpert, Senior Planner	425-556-2460
	Kim Dietz, Principal Planner	425-556-2492
	Jeff Churchill, Long Range Planning Manager	425-556-2415

TECHNICAL COMMITTEE COMPLIANCE REVIEW AND RECOMMENDATION

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

A. *RZC 21.76.070.AE Zoning Code Amendment -Text*

REDMOND ZONING CODE TEXT AMENDMENT SUMMARY

These zoning code text amendments are organized in three different categories: 2025 legislative conformance, business code improvements, and fences.

2025 Legislative Conformance

In 2025 the state legislature enacted several new laws affecting local development regulations. This amendment package will result in updates to the Redmond Zoning Code to address new state laws. It will also address several clean-ups related to Redmond 2050. Topics include subdivision regulations, zoning for child care centers, parking, permitting timelines, building conversions, and miscellaneous corrections.

Business Code Improvements

The City's Economic Development team monitors business interaction with our development regulations. Annually, staff prepares a package of code amendments proposed to improve business use of these regulations. The 2025-2026 package includes:

- Ensuring commercial floor area is provided in mixed-use developments by removing opportunity for deviation from adopted code requirements;

- Requiring placement of "Businesses Open" where pedestrian access to businesses are impacted by sidewalk closures;
- Simplifying and clarifying opportunities for Food Truck and Pop-Up Retail Courts and for Publicly Accessible Enhanced Amenity Spaces (PEAS); and
- Improving definitions of allowed business uses.

Fences and Retaining Walls

The fence updates are intended to synchronize and add clarity to fence requirements, and to evaluate the purpose and intent of regulating fence and retaining wall location, dimensions, permit requirements, and design.

The proposed zoning code amendments are included in Attachment B.

RZC 21.76.070.AE – TEXT AMENDMENT CRITERIA	MEETS/ DOES NOT MEET
All amendments to the RZC processed under this section shall be in conformance with the Comprehensive Plan.	MEETS

STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

- ❖ In accordance with WAC 197-11-340(2) an opportunity for comment period from February 5 – February 19 and appeal period was provided from February 20 to March 3

STAFF RECOMMENDATION

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

A. *RZC 21.76.070.AE Zoning Code Amendment -Text*

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

TECHNICAL COMMITTEE RECOMMENDATION

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

A. RZC 21.76.070.AE Zoning Code Amendment -Text

REVIEWED AND APPROVED BY

Carol Helland,
Planning and Community Development Director

Aaron Bert,
Public Works Director

Attachments

A. Staff Compliance Review and Analysis
B. Proposed Redmond Zoning Code Amendments
C. SEPA Threshold Determination

Redmond Zoning Code Text Amendment Criteria (RZC 21.76.070.AE)

CRITERION	ANALYSIS
All amendments to the RZC processed under this section shall be in conformance with the Comprehensive Plan.	The proposed amendments are consistent with the Redmond Comprehensive Plan as described below. Business Improvement FW-EV-1: Support policies, regulations, services, programs, and infrastructure investments that strengthen an economically diverse, sustainable, and resilient economy. These reforms will strengthen the economy by supporting more commercial uses on the ground floor, make it easier for customers to find open business and when there is construction, and clarify the review process of food truck and pop-up retail courts. EV-2 Provide for a mix of land uses in a range of zones that enables Redmond to meet its job growth targets and attract and retain businesses that meet the needs of the community The proposed amendments for ground-floor commercial use aid in meeting job growth targets. EV-26 Develop and maintain land use, zoning, and design regulations that attract and support a diversified mix of businesses from multinational corporations to small, locally owned and innovative neighborhood shops. Clarifying the review process for food truck and pop-up retail courts supports a diverse mix of businesses. Fences CD-2 Review policies, design standards and requirements, building codes, standard details, and other policies and regulations that impact the built environment to ensure they consider the needs of all community members regardless of their age, gender, language, or ability. To enhance equity and inclusion in the built environment: ○ Remove elements that may be exclusionary; ○ Enhance or consider new provisions that improve accessibility; and ○ Prioritize designs that improve the safety and inclusion of community members.

The updates to the fence code add clarity on fence and retaining wall regulations with updated guidelines on fence height, graphics, and removing additional neighborhood regulations.

2025 Legislative Conformance

FW-AR-1: Develop and support regional policies, strategies, and investments that reflect the vision and policies of the Redmond Comprehensive Plan. Achieve local goals and values by promoting the implementation of the Growth Management Act, VISION 2050, and the King County Countywide Planning Policies.

The Redmond Zoning code needs to promote the implementation of the Growth Management Act and state laws. The legislative conformance package ensures that Redmond's is following statewide regulations on a variety of topics including parking, lot splitting and subdivisions, and child care zoning.

EV-32 Support the availability of affordable and accessible supportive services, such as high-quality childcare and long-term care, to ensure that all community members can participate and thrive in the workforce.

The proposed amendments expand the zones in which daycare centers would be permitted uses.

All Packages

PI-17 Prepare and maintain development regulations that implement Redmond's Comprehensive Plan and include all significant development requirements. Ensure that the regulations are clearly written and can be efficiently and effectively carried out. Avoid duplicative or inconsistent requirements. Ensure that the development regulations can be accessed, understood, and used to the greatest extent possible by all people.

PI-18 Ensure that Redmond's development review process provides applicants and the community a high degree of certainty and clarity that results in timely and predictable decision making on development applications.

One objective of these code amendments is to improve clarity of those sections that are amended so that staff, applicants, and community members enjoy a high degree of certainty about timelines and results.

2025 – 2026 BUSINESS CODE IMPROVEMENT AMENDMENTS

Economic Development

Amendment Summary
Jan. 29, 2026

Business-Oriented Pedestrian Wayfinding Signage During Construction

Subject Matter Experts	Yuri Bergeron, Right-of-Way Program Administrator Beckye Frey, Principal Planner
Author	Kimberly Dietz, Principal Planner
Policy Basis for Amendment	Comprehensive Plan EV-4 Focus local investments to maintain and expand infrastructure and services that support local and regional economic development strategies, encourage growth in designated centers, and help achieve employment and housing targets. EV-21 Invest in a well-connected, safe, accessible, and efficient multi-modal transportation network that is responsive to innovations and changing demands. TR-11 Use signage and other wayfinding techniques that meet regulatory requirements while reaching those with limited English proficiency or limited sight, especially near transit stations and stops. TR-16 Prioritize the comfort, safety, and convenience of people using pedestrian and bicycle facilities over other users of the transportation system. Establish standards for bicycle and pedestrian facilities to attract users of all ages and abilities. Prioritize improvements that address safety concerns, connect to centers or transit, create safe routes to school, and improve independent mobility for those who rely disproportionately on the pedestrian and bicycle network. Economic Development Strategic Plan Action 6B.3. Support the development of district design guidelines, including signage, wayfinding, banners, lighting, and other urban design elements to reinforce visual district identity.
Relevant Code Portions	RZC Appendix 2.A.7.f Streets – Intersection Design: Temporary Pedestrian Access During Construction Additional Relevant Codes: RZC 21.52.030.F Street and Access Standards – Traffic Control, Safety Devices, and Street Lights RZC 21.52.050 Pedestrian, Bicycle, and Other Nonmotorized Connections.

Proposed Amendment Overview

Provide wayfinding signage for pedestrians to access businesses when regular access is restricted by construction or other temporary sidewalk closures.

Rationale

Businesses can be impacted negatively when regular pedestrian access is restricted for lengthy periods of time. To support business vitality, signage indicating clear pedestrian access routes would be provided at accessible locations, as indicated for City review in Traffic Control Plans.

Key Decision Points (as applicable)

Staff reviewed to confirm the proposed sign template.

Stakeholder Feedback to Date

- One commenter requested that the amendments should also address parking access, regulations and infrastructure required.
    - Staff response: this amendment, addressing temporary signage, is intended to ensure pedestrian-level wayfinding when sidewalk closures create impacts to pedestrians accessing businesses. Parking access and infrastructure are not within the scope of this amendment.

PROPOSED AMENDMENT:

RZC Appendix 2.A..7.f, Intersection Design - Temporary Pedestrian Access During Construction.

f. Temporary Pedestrian Access During Construction.

i. A temporary pedestrian access plan is required as part of the civil construction plan set. This plan needs to show how pedestrian traffic passing by the proposed development will be accommodated during the entire length of the construction phase. The plan is required to work in conjunction with pedestrian and vehicle detours already in place for other public and private projects, and may need to be adjusted to respond to changing conditions as the development is constructed.

ii. For construction of new structures adjacent to existing sidewalks with pedestrian traffic, a covered walkway will be required to protect pedestrians from falling debris. Covered walkways should be designed to provide sturdiness, adequate light for nighttime use and safety, and proper sight distance at intersections and crosswalks.

iii. Short term closures of sidewalks or pathways for utility construction work may be allowed upon review and approval of the pedestrian access plan by the Public Works Department as per RZC 21.52.030.F.3. The pedestrian access plan should show the duration of the short term

closure and provide temporary routes with barricades and cones that parallel existing facilities. These routes must be accessible for persons with disabilities, including the provision of ramps, minimum widths, and smooth surfaces for wheelchair access. When a parallel route is not available, pedestrians must be detoured with advance signing in accordance with the Manual on Uniform Traffic Control Devices. See MUTCD 2009 (or latest revision) sections 6D.01, 6D.02, 6D.05 for guidance.

iv. When pedestrian access to businesses is impacted by short-term or long-term closures of sidewalks or pathways, informational wayfinding signs must be indicated on the pedestrian access plan and installed at the approved locations to provide all of the following details:

A. Sign title: Businesses Are Open During Construction.

B. Sign subtitle: We appreciate your continued support.

C. Section text: Routes to Access Businesses:

D. Aerial or map indicating all of the following:

1. North arrow

2. Symbol legend

3. Sidewalks open with directional routing

4. Sidewalks closed for construction

5. The construction area

6. Business areas

E. Sign text: While visiting businesses in Redmond, you may occasionally be impacted by construction projects. Stay up to date on projects as they are planned and under construction by visiting the City of Redmond's Project Viewer webpage at gis.redmond.gov/CPV.

F. Construction contact information including name, phone number, email address, and webpage.

G. Construction company logo and City of Redmond logo.

H. Accessible information.

1. Braille plaque for visually impaired; and

2. Web url to information for translation.

I. Example sign:

BUSINESSES ARE OPEN DURING CONSTRUCTION

We appreciate your continued support.

Routes to Access Businesses:

Braille plaque of sign information





While visiting businesses in Redmond, you may occasionally be impacted by construction projects. Stay up to date on projects as they are planned and under construction by visiting the City of Redmond's Project Viewer webpage at **gis.redmond.gov/CPV.**

Planning and Community Development
– Economic Development
redmond.gov/SmallBusiness

Web URL to translation of sign information

Redmond
WASHINGTON

2025 – 2026 BUSINESS CODE IMPROVEMENT AMENDMENTS

Economic Development

Amendment Summary
Jan. 29, 2026

Definitions

Subject Matter Experts	Beckye Frey, Principal Planner David Lee, Principal Planner Jenny Nelson, Supervisor, Development Services
Author	Kimberly Dietz, Principal Planner
Policy Basis for Amendment	FW-LU-2 Ensure that the land use pattern in Redmond meets the following objectives: • Reflects the community values of sustainability, resilience, and equity and inclusion; • Advances sustainable land development and best management practices and a high-quality natural environment; • Reduces and protects against disproportionate negative impacts from land development and exposure to environmental injustice. • Promotes development sufficiently away from environmentally critical areas; • Encourages a mix of uses that create complete neighborhoods; • Maintains and enhances an extensive system of parks, trails, and open space; • Supports and encourages flexible places for a resilient and adaptive economy that includes a mix of research, retail, health, technology, and manufacturing uses; • Ensure the siting and delivery of public infrastructure and community services to support preferred land use pattern; and • Promotes sufficient density for development pattern and urban design that enable people to readily use a variety of accessible and active forms of travel including but not limited to walking, rolling, bicycling, transit. LU-2 Ensure that development regulations, including the allowed density, uses, and site requirements, support Redmond's preferred land use pattern. LU-5 Provide an appropriate level of flexibility through development regulations to promote efficient use of buildable land. Balance this flexibility with other community goals and the need for equity. LU-7 Provide opportunities for shops, services, recreation, and access to healthy food sources within walking or bicycling distance of homes, workplaces, and other gathering places.
Relevant Code Portions	RZC 21.78 Definitions RZC Article I. Zone-Based Regulations

Proposed Amendment Overview

Amendments to land use definitions are necessary to clarify the classification of businesses. Amendments include clarifications specific to:

- Dance studios and craft and fine art lessons in the Arts, Entertainment, Recreation, and Assembly class versus fine arts and performance art schools and conservatories in the Technical, Trade, and Specialty Schools class.
- Spas, massage, and similar personal services within the General Sales or Services land use class.

Rationale

Clarity of land use classifications ensures that businesses can align their activities operations with the City's development regulations including allowed uses by zoning district. The business owner's experience with the Redmond Zoning Code can be enhanced and streamlined by creating this type of clarity.

Key Decision Points (as applicable)

Internal review of the refined definitions has confirmed the accuracy and policy consistency for each of the amendments proposed below.

Stakeholder Feedback to Date

- One commenter requested the amendments to include any additional infrastructure and parking access in addressed.
    - Staff response: In the case of proposed definitions, staff is not recommending amendments that impact infrastructure and parking access.

PROPOSED AMENDMENT:

Arts, Entertainment, Recreation and Assembly. An establishment that provides facilities or services for cultural, recreational, and entertainment uses, including, but not limited to, **craft and fine art lessons,** performing arts establishments **and studios**, theaters, museums, arcades, **escape rooms,** and marinas, but specifically excluding adult entertainment facilities. Kiosks are included as accessory to arts, entertainment, recreation, and assembly.

Technical, Trade, and Specialty Schools. Schools that offer vocational and technical training in a variety of technical subjects and trades and that may lead to job-specific certification. This definition includes beauty schools, business management schools, computer training schools, driving education schools, fine arts and performance arts schools **and conservatories**, flight training schools, and sports and recreation schools.

General Sales or Services. An establishment engaging in the retail sale, rental, or lease of goods or the provision of services, including but not limited to automobile sales or service; heavy consumer goods sale or service; durable consumer goods or service; the sale or service of other consumer goods, grocery, food and beverage sales; health and personal care services; finance and insurance services; real estate services; **personal and** professional services; administrative services; and restaurant and food services. “General sales or services” does not include hotels, motels, and other accommodation services; mail order or direct sales establishments; membership wholesale/retail warehouses; and packing, crating, and convention and trade show services; and cannabis retail sales.

2025 – 2026 BUSINESS CODE IMPROVEMENT AMENDMENTS

Economic Development

Amendment Summary
Jan. 29, 2026

Active Use Retail Deviation Prohibition

Subject Matter Experts	Kim Dietz, Principal Planner and Special Projects Program Manager Beckye Frey, Principal Planner Philly Marsh, Economic Development Manager Domonique Meeks, Small Business Program Manager
Author	Kimberly Dietz
Policy Basis for Amendment	From 2014 to 2024, the city lost approximately 50 percent of its retail, goods and services, and food and beverage floor area. Retail, restaurants, and other small business displacement continues as new develop occurs and fewer opportunities for business relocation within the city are provided. By locating retail, goods and services, and food and beverage businesses in Redmond's centers, in close proximity to where large numbers of people live, work, travel, and visit, the city's economic vitality also strengthens priorities such as access and mobility, climate impact reductions, and equity for all. By clarifying regulations, applicants for development will receive clear and predictable information regarding the importance of retail, goods and services, and food and beverage floor area in relevant locations throughout the city. Precise language and messaging, prohibiting deviations regarding these commercial spaces, will ensure timeliness for project designers and financiers of developments proposed in Downtown, Marymoor, and Overlake. Implementation of the amended regulations will ensure quality, livable standards while promoting a vibrant and diverse economic environment. Comprehensive Plan LU-32 Maintain the Downtown, Marymoor Village, and Overlake centers as major retail, service, entertainment, and cultural centers for the city and the greater Eastside. Economic Development Strategic Plan. Strategy 1B, Action 1B.1 Consider development standards and other incentives to produce functional commercial and flexible spaces for industries that report a shortage of space opportunities or are facing displacement risk. Tourism Strategic Plan. Goal 1, Initiative 20 Encourage the development of retail spaces that will attract culinary, beverage, and nightlife businesses to Redmond. Goal 4, Initiative 7 Encourage district development, placemaking, and branding initiatives to enhance tourism assets, with a particular focus on districts accessible via light rail.
Relevant Code Portions	RZC 21.76.070 Land Use Actions and Decision Criteria

Proposed Amendment Overview

From 2014 to 2024, the city lost approximately 50 percent of its retail, goods and services, and food and beverage floor area. Retail, restaurants, and other small business displacement continues as new develop occurs and fewer opportunities for business relocation within the city are provided. By locating retail, goods and services, and food and beverage businesses in Redmond's centers, in close proximity to where large numbers of people live, work, travel, and visit, the city's economic vitality also strengthens priorities such as access and mobility, climate impact reductions, and equity for all.

Rationale

By clarifying regulations, applicants for development will receive clear and predictable information regarding the importance of retail, goods and services, and food and beverage floor area in relevant locations throughout the city. Precise language and messaging, prohibiting deviations regarding these commercial spaces, will ensure timeliness for project designers and financiers of developments proposed in Downtown, Marymoor, and Overlake. Implementation of the amended regulations will ensure quality, livable standards while promoting a vibrant and diverse economic environment.

Key Decision Points (as applicable)

The city continues to receive requests for deviation to avoid the creation of commercial floor area in new mixed-use development. There is a natural loss of commercial floor area when redevelopment occurs based on the need for lobbies, ground floor parking, service areas, elevators, and other space requirements. Strategic and equitable requirement of commercial floor area throughout the city's centers contributes to the potential relocating and rehoming of businesses that have been previously displaced or risk displacement. At the time of this report, staff were monitoring more than 50 businesses that have been displaced or are at risk of near-term displacement.

Stakeholder Feedback to Date

- Developers have expressed that historically there have been challenges with leasing out first floor commercial spaces in mixed-use buildings. They have requested provisions allowing for flex spaces to allow for residential uses or tenant spaces instead of commercial.
- One commenter requested that the amendment's changes should also address parking to support any additional retail additions and provide for any infrastructure required to support access to and from these retail areas.
    - Staff response: No additional retail is proposed via the amendments. Parking and infrastructure would otherwise be addressed via the existing regulations for the individual zoning district and development requirements specific to the form of construction.

      of vegetation, provision of usable open space, and adequate light, air, and security.

PROPOSED AMENDMENT:

RZC 21.76.070 Land Use Actions and Decision Criteria

C. Administrative Design Flexibility.

1. Purpose. The purpose of RZC 21.76.070.C is to promote creativity in site design, allow flexibility in the application of standards in certain zones, and to achieve the creation of sites and uses that may benefit the public by the application of flexible standards not otherwise possible under conventional development regulations.

2. Scope. Administrative design flexibility shall only be considered for adjusting standards in the categories listed below for each type of land use. Requests for adjustment to standards not listed shall be processed as a variance as set forth in RZC 21.76.070.AB, Variances.

3. Process Type. Requests for administrative design flexibility shall be processed and decided as part of the decision on the underlying permit.

4. Decision Criteria.

...

8. Decision Criteria for Downtown, Overlake, and the Marymoor Design District.

a. Deviation from standards listed in RZC 21.76.070.C.8.b may be allowed if an applicant demonstrates that the deviations would result in a development that:

i. Better meets the intent of the goals and policies for the zone in which the site is located;

ii. Is superior in design in terms of architecture, building materials, site design, landscaping, and open space; and

iii. Provides benefit in terms of desired use and activity.

b. Standards that may be modified by application of administrative design flexibility are as follows:

i. Parking Lot Location. Requirements for the location of on-site parking may be modified within the development (except for parking within residential yard areas) to provide for greater joint-use and quasi-public parking opportunities and uses which are highly desirable in the subject design area.

ii. For Downtown, mid-block pedestrian walkways and vehicular lanes, per RZC 21.10.300, Public Realm Standards, and RZC Appendix 2A, Downtown Street Requirements, may be modified to allow variations in locations and minimum widths for these items to provide superiority in site design and function which benefits both the property owner and public.

iii. Street standards for attached dwelling unit subdivision developments.

iv. Other Site Requirements and Standards. All other site requirements and standards except the following ~~density, number of stories, and FAR~~ may be modified within the development to provide superiority in site design:

A. Density;
B. Number of stories;
C. Required ground-level non-residential floor area in mixed-use zones; and
D. FAR.

~~, i.e., greater~~ v. Examples of Superiority in Site Design. Examples of superiority in site design include but are not limited to the following:

A. ~~a~~ Amounts of privacy~~,~~

B. ~~m~~ Maintenance of views~~;~~
C. ~~g~~ Greater environmental benefit~~;~~
D. ~~d~~ Distinctive and high quality of design~~;~~
E. ~~i~~ Improved pedestrian access~~;~~
F. ~~p~~ Preservation of vegetation~~;~~
G. ~~p~~ Provision of usable open space~~; and~~
H. ~~a~~ Adequate light, air, and security~~.~~

2025 – 2026 BUSINESS CODE IMPROVEMENT AMENDMENTS

Economic Development

Amendment Summary
Jan. 29, 2026

Activation in Centers

Subject Matter Experts	Beckye Frey, Principal Planner Kimberly Dietz, Principal Planner
Author	Beckye Frey, Principal Planner
Policy Basis for Amendment	Activation of Redmond's center is an aspect of placemaking and economic vitality. It provides opportunities for small businesses and for members of the creative sector including but not limited to artists, performers, and relevant support businesses and organizations. Policies and strategies that support the proposed amendments include: EV-19 Enhance local arts, culture, recreation, nightlife, and social amenities that promote Redmond as an attractive place to work and live. EV-22 Support Redmond's growth as a tourism destination and foster tourism-related initiatives that bring investment and economic benefit. EV-23 Allow for the equitable and multi-purpose use of public spaces and rights-of-way, including commercial uses such as outdoor dining, food/merchant kiosks, food trucks, and event and performance spaces. Planning Commission previously discussed and recommended amendments but adoption of a code portion did not occur (permit related language removed from 21.04 since permit review types are discussed elsewhere).
Relevant Code Portions	21.04.2140 Food Truck and Pop-Up Retail Court 21.36.200 Publicly Accessible Enhanced Amenities Spaces (PEAS). 21.04.4000 Temporary Uses.

Proposed Amendment Overview

This amendment is intended to encourage the creation of active and lively amenity spaces by removing process and fees on individual users and instead reviewing and approving the uses at the SPE.

This amendment would allow for site plan review of food truck courts and PEAS spaces to identify and pre-approve uses that would typically require the individual business owner to obtain a temp use permit. By eliminating the need for individual vendors to obtain their own temporary use permit it reduces costs significantly and opens doors to smaller vendors, which is especially important for immigrant and other start-up businesses.

In addition, if you have an approved PEAS, no Temp Use or Type II permit is necessary for activation: food truck, kiosks, and pop ups. Admin mod can be used to update for future uses.

Summary of proposed amendments:

21.04.2140. Food Truck and Pop-Up Retail Court	Section B.1. Review Process • Clarified review and approval process, including use of admin modification to add court use to previously approved PEAS space. • Added language about temporary uses not needing a temp use permit if reviewed as part of court site plan approval
21.36.200 Publicly Accessible Enhanced Amenities Spaces (PEAS).	E. PEAS Uses. • Added language to specifically allow food truck and pop-up retail court as a use in PEAS spaces • Added language about temporary uses not needing a temp use permit if reviewed as part of PEAS site plan approval
21.04.4000 Temporary Uses.	C. Exemptions. • Added exemption for temporary uses reviewed and approved as part of PEAS and Courts approval processes.

Rationale

These changes will support small local business and start-ups.

Key Decision Points (as applicable)

Stakeholder Feedback to Date

Interest in food truck court and extremely interested in it being a flex space that makes it easy to rotate users in at low/no cost. Having the space be flexible for uses increases the marketability of the space and helps to justify the investment in the needed infrastructure.

- One commenter requested that in support of tourism and increased use of public spaces and rights-of-way, the amendments need to include in additional infrastructure and parking access to be addressed.
    - Staff response: The code relevant to the proposed amendments previously provided regulations that address infrastructure and parking access to support proposed development of these uses.

PROPOSED AMENDMENTS:

21.04.2140. Food Truck and Pop-Up Retail Court

A. Purpose. Implement the Comprehensive Plan goals for supporting small businesses and complete neighborhoods.

B. Location and Uses.

1. Review Process.

a. A Type II permit is required for new sites not previously approved for PEAS (per 21.36.200).

b. An Administrative Modification can be used to add Court uses to a previously approved PEAS location.

c. If a court is part of new development, it may be consolidated in that permit review process and would follow the required permit type for the underlying application.

2.Food truck courts may be used for pop-up retail, kiosks, and other temporary uses including seasonal sales (pumpkins, trees, etc.).

3. Events, including but not limited to concerts, farmers markets, and flea markets, are allowed if the use is reviewed and approved as part of the court site plan approval.

4. Uses in the court that typically require a temporary use permit (seasonal sales, events, etc.), will not require an individual temporary use permit if the use is reviewed and approved as part of the court site plan approval.

a. The court site plan must include locations for indicated temporary uses, maximum occupancy, and show how the health, safety, and other impacts and considerations are mitigated at the site plan approval.

b. Temporary uses not included as part of the court site plan approval will require a temporary use permit.

21.36.200 Publicly Accessible Enhanced Amenities Spaces (PEAS).

…

E. *PEAS Uses.*

1. PEAS may be designed to take advantage of incentive options such as child-friendly amenities and small business support, including but not limited to pop-up retail, kiosks, and performance stage, etc. Recommended child-friendly features include, but are not limited to:

a. Adjacent or nearby public restroom facilities that are open at minimum for the same duration as the amenities. Restroom facilities must provide child changing stations (if

providing restrooms by gender, changing tables must be provided in restrooms for all genders).

b. Seating for parents and caregivers that is integrated into or adjacent to the amenity provided, with the number of seats provided in scale with the occupancy load of the amenity space. (Ord. 3186)

2. PEAS spaces may be used for Food Truck and Pop-Up Retail Court if the site meets the requirement in RZC 21.04.2140 and are included on the PEAS site plan.

a. Court uses can be approved with the site plan for PEAS as a consolidated review.

b. An Administrative Modification can be used to add Court uses to a previously approved PEAS location.

3. Uses in the PEAS space that typically require a temporary use permit (seasonal sales, events, etc.), will not require an individual temporary use permit if the use is reviewed and approved as part of the court site plan approval.

a. The PEAS site plan must include locations for indicated temporary uses, maximum occupancy, and show how the health, safety, and other impacts and considerations are mitigated at the site plan approval.

b. Temporary uses not included as part of the court site plan approval will require a temporary use permit.

21.04.4000 Temporary Uses.

…

C. *Exemptions.*

1. The following activities and structures are exempt from requirements to obtain temporary use approval. Substantive requirements applicable to any use identified in this subsection shall still be met. Additional land use approvals or other permits may be required.

a. Manufactured homes, portable units, modular structures, travel trailers when used as a dwelling while a residential building on the same lot is being constructed or when a damaged residential building is being repaired, if adequate sewer and water are available.

…

l. Weekend (Saturday and Sunday) only, warehouse sales in Business Park, Manufacturing Park, and Industry zones, when held no more than once a month in an existing facility.

2. Temporary Uses approved as part of a PEAS (see RZC 21.36.200) or Food Truck and Pop-Up Retail Court (see RZC 21.04.2140) are exempt from a temporary use permit under this section.

REDMOND ZONING CODE

Code Amendment Summary

Amendment name: Fences and Retaining Walls

Subject Matter Expert	*Jenny Nelson, Building Plan Review Supervisor, jnelson@redmond.gov* *Andrea Kares, Plans Examiner, akares@redmond.gov* *Cindy Wellborn, Senior Stormwater and Utilities Engineer, cwellborn@redmond.gov* *Matthew Allen, Planner, mallen@redmond.gov* *Kaila Yun, Assistant Planner, kyun@redmond.gov* *Tony Regis, Senior Engineer, tregis@redmond.gov* *Tom Hardy, Senior Environmental Scientist, twhardy@redmond.gov* *Travis Salley, Planning Manager, tsalley@redmond.gov* *Andy Chow, Engineering Manager, kachow@redmond.gov*
Author	*Lauren Alpert, Long Range Planning, lalpert@redmond.gov*
Policy Basis for Amendment	*Consistent and clear language:* • *between 21.24 and other sections of the code* • *Fence height* • *Retaining walls* • *Deviation process*
Relevant Code Portions	• RZC 21.24, • Appendix 2 – Retaining walls • Ch. 21.64 Critical Areas Regulations | Redmond Zoning Code • 21.04 Land Uses and General Provisions • Stormwater-Technical-Notebook-2022-PDF • Fence Tip Sheet

REDMOND ZONING CODE

Code Amendment Summary

Proposed Amendment Overview

This code amendment updates the fence code in RZC 21.24, creates a new code section for retaining walls, RZC 21.25, and removes duplicative language on retaining walls from Appendix 2

Rationale

The purpose of this amendment is to synchronize the zoning code to applicable standards across various codes and consistency with Redmond 2050, manuals, specifications and to evaluate the purpose and intent of regulating fence and retaining wall location, dimensions, permit requirements, and design.

Key Decision Points (as applicable)

- Height of fences
- Tiered retraining walls
- Fence standards in urban centers and neighborhoods

Stakeholder Feedback to Date

- Clarify technical standards: Requests to ensure the code clearly addresses setbacks, property lines, rights-of-way, materials, height, and construction requirements, with attention to adjoining properties.
- Noise-adjacent context: A commenter asks for exceptions for taller fences along major roads (e.g., 140th Ave NE) to help mitigate traffic noise impacts on residential lots.

PROPOSED AMENDMENT:

Chapter 21.24
FENCES

Sections:

21.24.010 Purpose.

21.24.020 Repealed.

21.24.030 Height.

21.24.040 Prohibited Locations.

21.24.050 Electric, Barbed Wire, and Swimming Pool Fences.

21.24.060 Repealed. ~~Additional Residential Neighborhood Requirements.~~

21.24.010 Purpose.

The purpose of this chapter is to provide for fences that:

A. ~~Protect or enhance property and life and that are compatible with residential neighborhoods while protecting the public from hazardous fences or fences that may blight residential neighborhoods;~~

Allow privacy while maintaining a built environment that is cohesive with the surrounding community.

B. Protecting the public from hazardous fences.

~~B. Increase visibility of front yards by using the principles of the Crime Prevention Through Environmental Design (CPTED) Program to increase public safety and to deter crime;~~

C. Promote and enhance the City's neighborhoods as walkable places and reduce impacts on the pedestrian experience that may result from taller fencing;

D. ~~Maintain the open space character of certain residential neighborhoods and~~ **P**romote public view corridors by encouraging the application of **lower-height fencing,** non-solid styles of fencing, and landscaped screens.

Effective on: 4/16/2011

21.24.020 Permits.

Repealed by Ord. 3153.

Effective on: 4/16/2011

21.24.030 Height.

A. ***Maximum Height.*** The maximum height of fences shall be as follows; provided, that the requirements of RZC 21.52.040, *Sight Clearance at Intersections*, are met:

Table 21.24.030.A
Maximum Fence Height

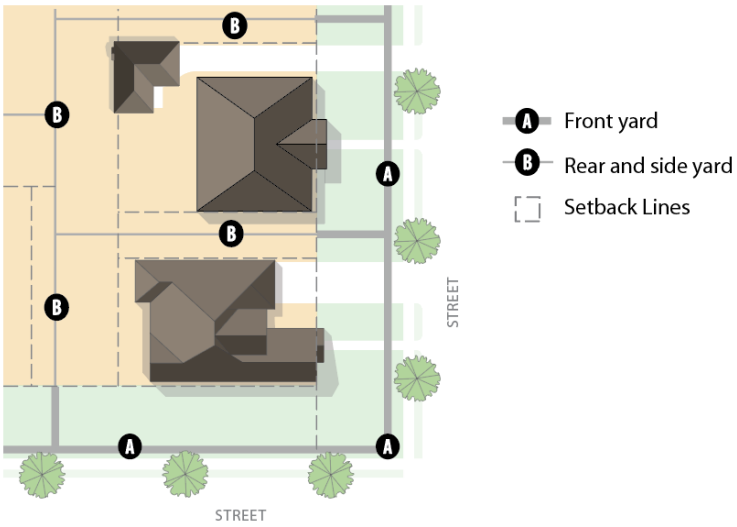
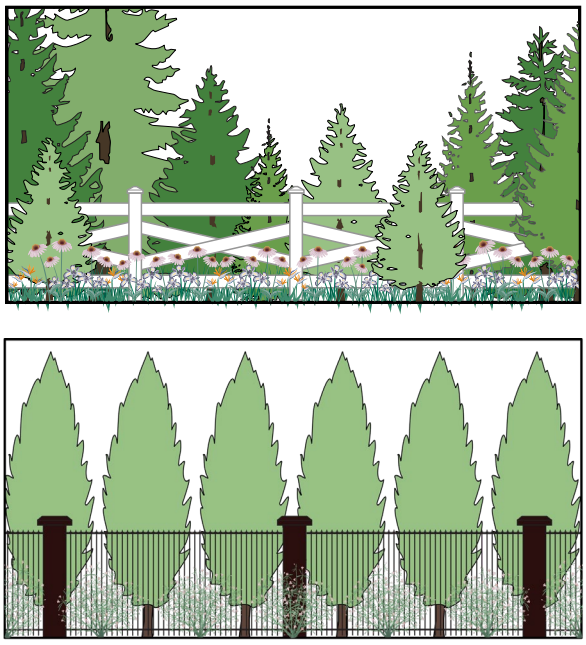
Zones	Permitted Height (1)(2)(3)
UR, RA-5, NR, NMF, and in the Downtown, Overlake, and Marymoor Centers	 ~~Six feet anywhere on the lot (see RZC 21.24.060, *Additional Residential Neighborhood Requirements*, for additional information)~~ A **Walls and fences located in any front yard must be 4 feet or less otherwise** B **6 feet**
All other zones	Eight feet anywhere on the lot, subject to landscaping requirements in RZC 21.32, *Landscaping and 21.58 Community Design*

Table 21.24.030.A Maximum Fence Height	
Zones	**Permitted Height (1)(2)(3)**
(1) This excludes areas of a lot regulated by RZC 21.52.040 – Sight Clearance at Intersections, where the height limit may be lower. **(2) Maximum fence height may be exceeded without the requirement for a variance when specified in federal or state requirements due to safety and security. Documentation of this requirement shall be provided by the applicant and approved by the Administrator.** **(3) When the City's Building Code has requirements, such as where a guard rail is required to be placed atop a retaining wall or rockery, additional height is permitted but additional height must not exceed the minimum required to meet the building code.**	

~~Figure 21.24.060~~

Figure 21.24.030B

Examples of **Low See-Through Fences**



Low, see-through fences (maximum height 42 inches) can add variety and human scale.

~~B. Fences Adjacent to Rockeries or Retaining Walls.~~

~~1. Where a fence and a rockery or retaining wall lying within a building setback area are within five feet of each other, the combined height of the fence and rockery or retaining wall shall not exceed a maximum of eight feet except as provided in subsections B.2 and B.3 below.~~

~~2. Staff may approve a modification to the combined height limit for fences and rockeries or retaining walls if either:~~

~~a. The City's Building Code requires additional height, such as where a guard rail is required to be placed atop a retaining wall or rockery; or~~

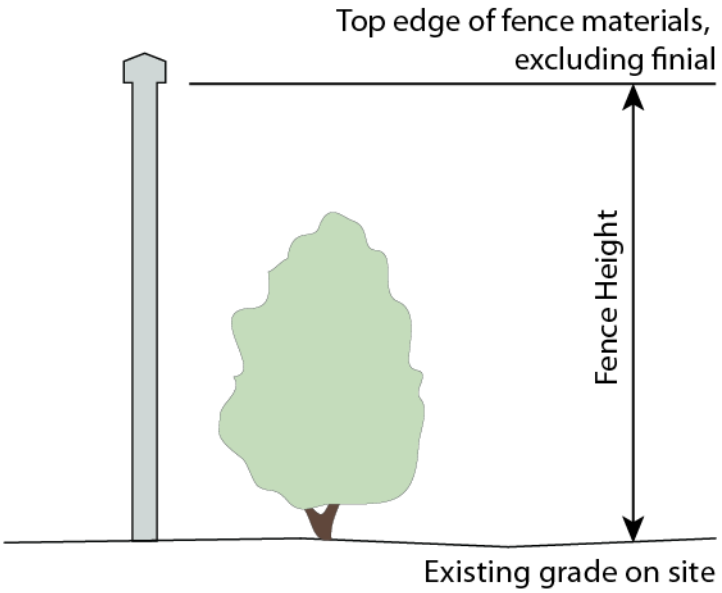
~~b. The design of the rockery or retaining wall includes terraces that are deep enough to incorporate landscaping or other techniques that reduce the visual mass of the wall, and the fence is designed to be no more than 50 percent solid.~~

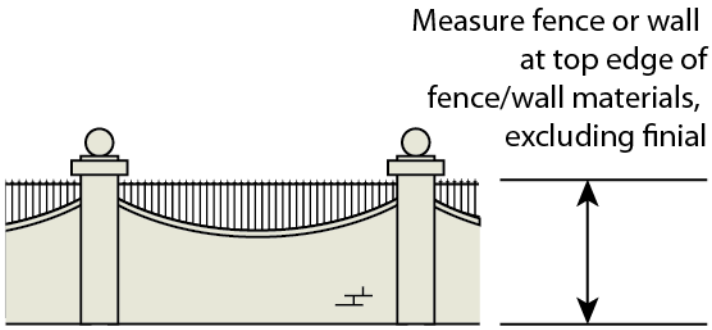
~~3. The Technical Committee may approve a modification to the combined height limit for fences and rockeries or fences and retaining walls if the modification is necessary because of the size, configuration, topography, or location of the subject property, to provide the property with the use rights and privileges permitted to other properties in the vicinity or zone in which the property is located, and the modification will not be materially detrimental to the public welfare or to abutting properties:~~

B. Fences combined with Rockeries and Retaining Walls Height. Fence and wall height shall be measured as follows:

1. Fence height shall be measured as the vertical distance between the existing grade on the site at the base of the fence and the top edge of the slats or other fence material (exclusive of fence posts). See Figure 21.24.030 B1

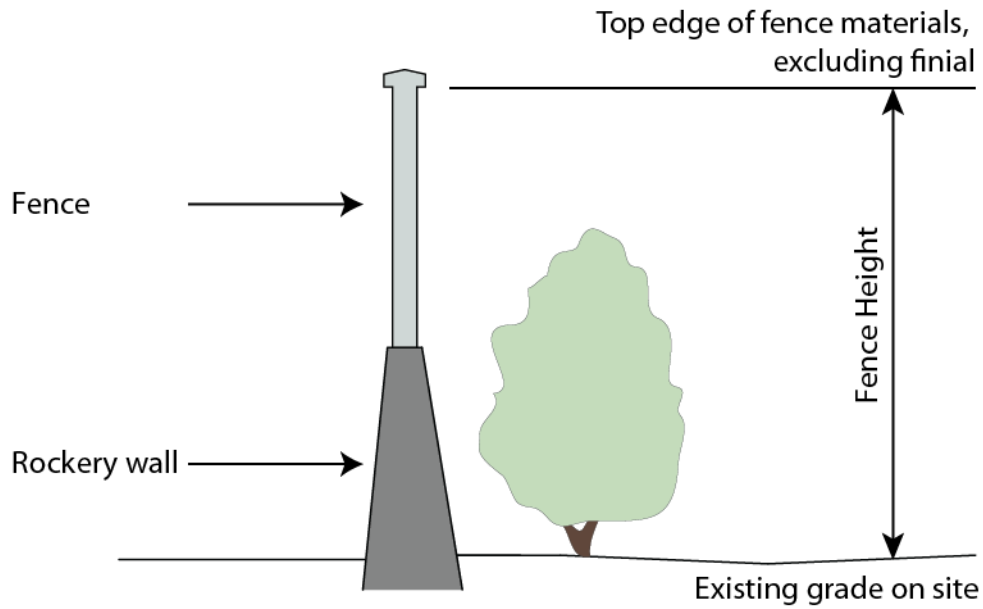
Figure 21.24.030B1
Measurement of Fence and Wall Height





2. Fence height when fences are on top of a wall/rockery must not exceed fence heights in Table 21.24.030A.

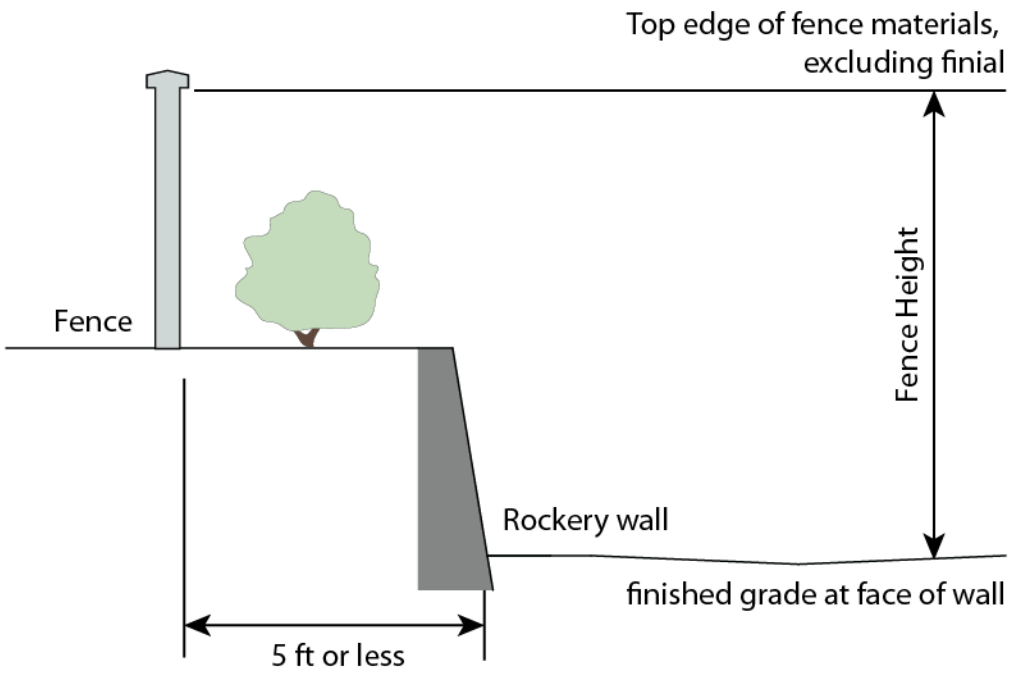
Figure 21.24.030B.2
Measurement of Fence and Wall Height



3, A fence and a rockery or retaining wall within five feet of each other, the combined height of the fence and rockery or retaining wall shall not exceed fence heights in Table 21.24.030.A

Figure 21.24.030B.3

Measurement of Fence and Wall Height



~~Where a fence and a rockery or retaining wall lying within a building setback area are within five feet of each other, the combined height of fence and wall are used to measure fence height~~

Must not exceed fence heights in Table 21.24.030A

~~4. The City's Building Code requires additional height, such as where a guard rail is required to be placed atop a retaining wall or rockery.~~

~~2. The combined height of fencing placed on top of a wall or rockery shall be measured as the vertical distance between the existing grade on the site at the base of the wall and the top edge of the slats or other fence material (exclusive of posts).~~

~~3. Where the grade within six feet of the base of a fence or wall differs from one side of the fence or wall to the other (as when a fence is placed at the top or bottom of a slope or at the top of a rockery or retaining wall), the height shall be measured from the side with the lowest existing grade.~~

(Ord. 3153)

Effective on: 6/18/2018

21.24.040 Prohibited Locations.

Fences are prohibited in critical areas, critical area buffers, native growth protection areas, designated greenbelts, and designated open space, except as required by RZC 21.64.010.R.2.

Effective on: 4/16/2011

21.24.050 Electric, Barbed Wire, and Swimming Pool Fences.

Electric, barbed wire, and swimming pool fences are permitted or required as follows:

Table 21.24.050
Electric, Barbed Wire, and Swimming Pool Fences

Fence Type	Permitted Zones	Special Requirements	Other Code Requirements
(A) Electric Fences	UR, RA-5 May be used in conjunction with the keeping of large domestic animals where allowed in NR through NMF zones.	A. Permanent signs must be posted every 50 feet stating that the fence is electrified. B. Fences, appliances, equipment, and materials must be listed or labeled by a qualified testing agency and be installed in accord with manufacturer's specifications. C. Except in the UR zone, all electric fences must be set back at least two feet from property lines adjacent to public rights-of-way and NR through NMF zones, and a second and more substantial fence with a mesh size small enough to prevent a child from reaching through, shall be located along the property line.	All electric fences must comply with RMC Chapter 15.12, *Electrical Code*.

Table 21.24.050 Electric, Barbed Wire, and Swimming Pool Fences			
Fence Type	**Permitted Zones**	**Special Requirements**	**Other Code Requirements**
		D. Prohibited when fronting shoreline public access areas (Shoreline Public Access System Map, Figure S-1 of the Shoreline Master Program).	
(B) Barbed or Razor Wire Fences	UR, RA-5, but not along property lines adjacent to other residential and commercial zones.	A. Commercial storage, utility and public uses may use barbed wire only on top of a fence at least six feet in height. The barbed wire shall not extend more than 18 inches above the top of the fence. B. Prohibited when fronting shoreline public access areas (Shoreline Public Access System Map, Figure S-1 of the Shoreline Master Program).	None
(C) Swimming Pool Fences	All zones	All outdoor swimming pools must be surrounded with a fence at least five feet in height.	All swimming pool fencing must comply with King County Health Department requirements.

Effective on: 6/18/2018

~~21.24.060 Additional Residential Neighborhood Requirements.~~

~~A. The following additional fence, rockery wall, and retaining wall requirements apply to properties located in the neighborhoods listed. The boundaries of each neighborhood are set forth in the Redmond Comprehensive Plan, Map LU-1. Where a conflict exists between the neighborhood requirements in this section and the other provisions of this chapter, the requirements of this section shall control. Where there is no specific regulation listed for the neighborhood, the other provisions of this chapter control.~~

~~Table 21.24.060~~
~~Additional Neighborhood Requirements~~

~~Neighborhood~~	~~Applicability~~	~~Fence or Wall Height~~	~~Design Requirements~~	~~Other Requirements~~
~~Education Hill~~	~~Applies to fences and walls in the front yard setback or adjacent to public recreational trails.~~	~~42 inches when built in the front setback (See Figure 21.24.060, except where home fronts onto arterial street.)~~	~~A. No sight-obscuring fencing materials allowed. B. Fence must be of a non-solid type, such as split rail fencing or split rail fencing combined with dark-colored vinyl or powder-coated chain link fence.~~	~~New gated communities in short subdivisions and subdivisions with security fencing are prohibited.~~
~~North Redmond (except Wedge Subarea)~~	~~Applies to fences and walls in the front yard setback or adjacent to public view corridors, and public recreational trails.~~	~~42 inches in any front setback area, and 42 inches in any street side or rear setback area adjacent to an identified pedestrian or public view corridor. (See Figure 21.24.060)~~	~~A. No sight-obscuring fencing materials allowed. B. Fence must be of a non-solid type, such as split rail fencing or split rail fencing combined with dark-colored vinyl or powder-coated chain link fence.~~	~~None~~
~~North Redmond Wedge Subarea~~	~~Applies to the Wedge Subarea defined in the Neighborhoods Element of the Comprehensive Plan.~~	~~No special height requirements~~	~~Private residential fences may be constructed and maintained along and west of the western edge of the required maintenance easement for retaining systems on the west side of Redmond-Woodinville Road.~~	
~~Willows/Rose Hill~~	~~Applies to fences in the front yard setback.~~	~~42 inches~~	~~No special design requirements~~	~~New gated communities in short subdivisions and subdivisions with security fencing are prohibited.~~

~~B. The Administrator may approve alternative materials or a combination of materials for the fences and walls described above when such alternative materials or combinations are demonstrated to better meet the intent of this chapter.~~
~~C. The Administrator may also approve deviations from the maximum fence height requirements set forth in the above table in the North Redmond and Willows/Rose Hill Neighborhoods for fencing associated with swimming pools, landscaping alternatives (such as landscaped berms), or other designs that clearly meet the intent of this chapter.~~
Effective on: 6/18/2018

CHAPTER 21.25

RETAINING WALLS

21.25.010 PURPOSE

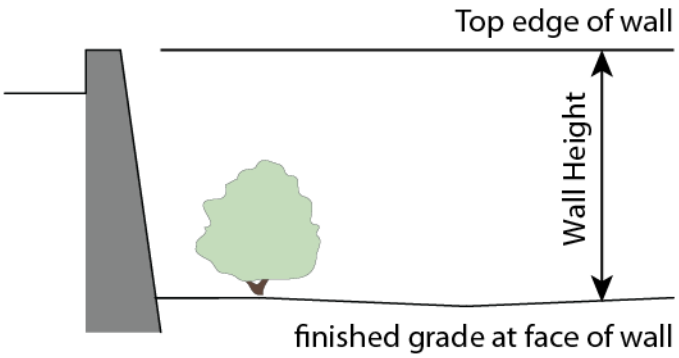
The purpose of this chapter is to provide for retaining walls and rockeries that:

A. Minimize modification of the existing topography of properties in the City, by minimizing the amount of earth being exported or imported to a site, and to minimize the height of walls related to development.
B. Minimize the visual impact of retaining walls having excessive heights that may be detrimental to the aesthetics of neighborhoods or nearby properties.
C. Maintain compatibility with the nearby properties by minimizing changes in topography and excessive excavation.

21.25.100 HEIGHT

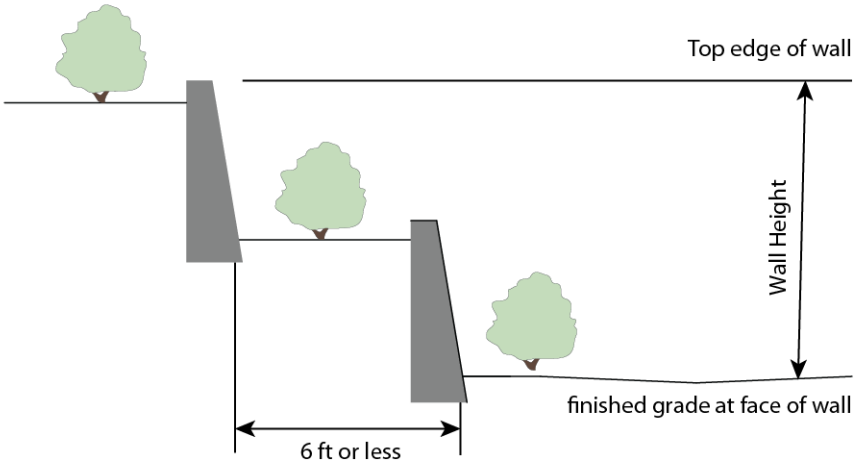
A. Retaining wall and rockeries shall have a maximum wall height of 8 feet. Deviation requests may be approved subject to provisions of 21.25.300
B. Measurement of Wall Height. For purposes of this chapter, retaining wall and rockery height shall be measured as follows:
    1. Retaining walls and rockeries height shall be measured as the vertical distance between finished grade at the face of wall to the top of the wall.

Figure 21.25.100.B.1. Retaining wall measurement



2. Retaining walls and rockeries with 6 feet or less horizontal separation between tiers, shall be measured as one retaining structure for determining the wall height. Horizontal separation shall be measured as the distance between the face of the lower wall to the face of the upper wall.

Figure 21.25.100.B.2. Measurement for retaining walls closer than 6 ft apart



21.25.200 TERRACED RETAINING WALLS [RESERVED]

21.25.300 DEVIATIONS

A. The Technical Committee may approve a deviation to the height limit for rockeries and retaining walls if the deviation is necessary because of the size, configuration, topography, or location of the subject property, to provide the property with the use rights and privileges permitted to other properties in the vicinity or zone in which the property is located, and the modification will not be materially detrimental to the public welfare or to abutting properties.

B. The deviation will not be granted for the purposes of increasing building area or usable lot space.

21.25.400 PROHIBITED LOCATIONS

A. Retaining walls and rockeries are prohibited in critical areas (except critical aquifer recharge areas), critical area buffers, native growth protection areas, designated greenbelts, and designated open space, and public and private easements except as required by RZC 21.64.010.R.2.

B. Private retaining walls and rockeries and their associated wall drain(s) and backfill shall be entirely within the private property in which they are installed and shall be placed outside of the public right-of-way.

21.25.500 ADDITIONAL REQUIREMENTS

A. Planner and Engineer approval is required prior to Technical Committee approval.
B. All retaining walls and rockeries constructed to support land used for new private development shall be placed outside of the public right-of-way and public and private easements.
C. Retaining wall reinforcements such as tiebacks, soil nails, and geogrid mesh must not extend into the public right-of-way and public easements. Tiebacks and soils nails are allowed to extend into public right-of-way with an approved Right-of-Way Use Agreement.
D. Retaining wall reinforcements such as tiebacks, soil nails, and geogrid mesh extending into private property require a private easement on that property.

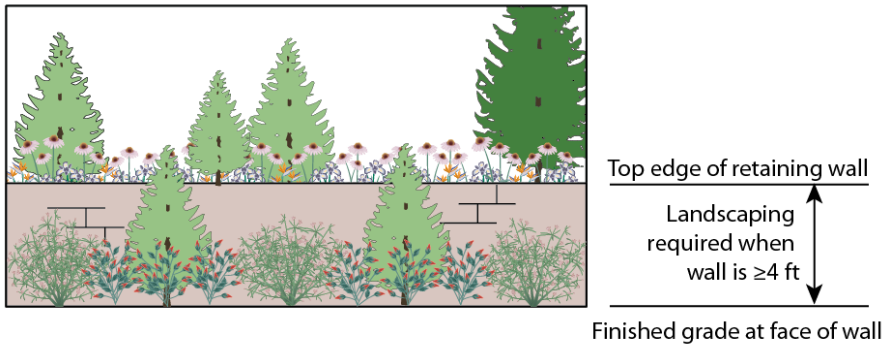
E. Retaining walls within the street section that are necessary for the street, that will be visible to the general public, and above 4 feet in height shall be constructed of either cast-in-place concrete or shotcrete, with a finish that reproduces the look of stone or masonry or having geometric patterns on the wall face. Allowable finish methods will be either stamped finish, sponge finish, troweled patterns, or modular blocks. Wall type and aesthetic pattern shall be approved by the Administrator.

F. Install rockeries and retaining walls per City Standard Specifications and Standard Details.

G. All retaining walls and rockeries must also meet the design standards in Section 5.6.7 "Rockeries/Retaining Walls" in the Stormwater Technical Notebook 2025 -- Issue 9A, or its successor.

H. Retaining walls above 4-feet in height in the lot frontage ~~and~~ must have landscaping for visual screening according RZC 21.32 Landscaping with approval by Planning and Engineering.

Figure 21.25.500.H. Retaining wall landscape screening example



Appendix 2
CONSTRUCTION SPECIFICATION AND DESIGN STANDARDS FOR STREETS AND ACCESS

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13. *Mailbox Stand(s) in Residential Areas.*

a. Mailboxes shall be clustered together in stands when practical and when reasonably convenient to the houses served.

b. Where appropriate, mailbox stand(s) shall be installed in the sidewalk in accordance with the City of Redmond Standard Details.

c. The location of the mailbox stand(s) is determined jointly by the City of Redmond together with the United States Postal Service.

d. Mailbox stand locations should not be placed so vehicles using it would obstruct the required width of an emergency vehicle access road.

e. Replacement and/or repair of mailbox stands is the responsibility of property owners served by the mailbox stand.

14. *Franchise Utilities.* Non-City-owned franchise utilities are required by City code to relocate existing facilities at their own expense when a conflict results between their facilities and public street improvements. The improvement work must be required by the City as part of an adopted plan or study in order for the relocation work to be the financial responsibility of the utility; otherwise all costs shall be the responsibility of the developer.

~~15. Retaining Walls and Rockeries.~~

~~a. All retaining walls and rockeries constructed to support land used for new development shall be placed outside of the public right-of-way and public easements.~~

~~b. Retaining wall reinforcements such as tiebacks, soil nails, and geogrid mesh shall not extend into the public right-of-way and public easements.~~

~~c. Retaining walls that will be visible to the general public and above four feet in height shall be constructed of concrete (cast in place, shotcrete, or modular blocks) with an aesthetic pattern on the wall face. Wall type and aesthetic pattern shall be approved by the Public Works Director or their designee.~~

~~d. Install rockeries per Standard Detail 909 "Rock Wall under 4 feet."~~

~~e. All retaining walls and rockeries must also meet the design standards in Section 5.6.7, "Rockeries/Retaining Walls" in the 2022 Stormwater Technical Notebook, Issue 9.~~

16. *Safety Railings.*

a. *Installation.* Where a sidewalk or other nonmotorized transportation facility is to be constructed above a slope steeper than 3H:1V or adjacent to a rock wall or retaining wall where the lowest finished elevation of the slope, rock wall, or retaining wall is to be 30 inches or more below the finished elevation of the sidewalk or other facility, a safety railing shall be required. Railings shall be erected and adjusted, if necessary, after initially set to assure a continuous line and grade.

b. *Design.* Safety railings shall be constructed per Standard Detail "Typical Pedestrian Railing."

17. *Guard Rails.* For purposes of warrants, design, and location, all guard rails along roadways shall conform to the criteria of Chapter 1610 "Traffic Barriers" of the Washington State Department of Transportation Design Manual.

18. *Survey Control.* Street designs shall reference the City of Redmond's current Vertical and Horizontal Control Systems.

The Redmond Zoning Code is current through Ordinance 3226, passed September 2, 2025.

Disclaimer: The City Clerk's Office has the official version of the Redmond Zoning Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: www.redmond.gov

The Redmond Zoning Code is current through Ordinance 3226, passed September 2, 2025.

Hosted by General Code.

REDMOND ZONING CODE

Code Amendment Summary

Implementing HB 1757

Subject Matter Expert	*Ian Lefcourte*
Author	*Ian Lefcourte*
Policy Basis for Amendment	***HB 1757 of the 2025 state legislative session.***
Relevant Code Portions	RZC 21.04.1125

Proposed Amendment Overview

The proposed amendment implements HB 1757 of the 2025 state legislative session. HB 1757 was codified as edits to RCW 35A.21.440. Both laws require that cities extend the allowances for existing buildings to be used for residential purposes in commercial and mixed-use zones, to existing buildings in residential zones. Further, a city may not require a change of use permit for the conversion of an existing building to residential purposes.

Rationale

Compliance with state law.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

Comment that energy code should allow up to 2,000 Watt solar panels directly plugged into a wall outlet, similar to allowances in other states (Utah) and countries (Germany).

PROPOSED AMENDMENT:

21.04.1125 Conversions of Existing Buildings to Residential Uses.

A. ***Purpose.*** The purpose of the conversion provisions is to facilitate the conversion of existing buildings ~~that are zoned for~~ in commercial, ~~or~~ mixed-use, or residential zones, ~~uses to residential uses,~~ for the purpose of creating new housing units in existing buildings. These provisions support serving the City's housing needs and compliance with state requirements. The intent of these provisions is to fully comply with state requirements (RCW 35A.21.440, 43.21C.450, and 19.27A.270) related to conversions of existing buildings to residential uses.

B. ***Applicability.*** Existing buildings constructed for commercial or mixed-use uses. For the purpose of this section, "existing building" means a building that received a certificate of occupancy at least three years prior to the permit application to add housing units. "Existing building" has the same meaning as explained in RCW 35A.21.440, and as thereafter amended.

C. ***Special Allowances.*** For compliance with state requirements, for applications related to the conversion of existing buildings that are constructed for commercial or mixed-use uses to residential uses, the City review process shall not restrict or impose the following:

1. A restriction on housing unit density that prevents the addition of housing units at a density up to 50 percent more than what is allowed in the underlying zone if constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing; provided, that generally applicable health and safety standards, including but not limited to building code standards and fire and life safety standards, can be met within the building;

2. Impose parking requirements on the addition of dwelling units or living units added within an existing building; however, cities may require the retention of existing parking that is required to satisfy existing City residential parking requirements and for nonresidential uses that remain after the new units are added;

3. With the exception of emergency housing and transitional housing uses, impose permitting requirements on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone**, including requiring a change of use permit**;

4. Impose design standard requirements, including setbacks, lot coverage, and floor area ratio requirements, on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone;

5. Impose exterior design or architectural requirements on the residential use of an existing building beyond those necessary for health and safety of the use of the interior of the building or to preserve character-defining streetscapes, unless the building is a designated landmark or is within a historic district established through a local preservation ordinance;

6. Prohibit the addition of housing units in any specific part of a building except ground floor commercial or retail that is required by RZC standards, unless the addition of the units would violate applicable building codes or health and safety standards;

7. Require unchanged portions of an existing building **that have been** used for residential **or previously permit-approved conditioned space** purposes to meet the current energy code solely because of the addition of new dwelling units within the building**.** ~~; however, if any portion of an~~ **When any other** existing building is converted to new dwelling units**, changed portions of** each of those new units must meet the requirements of the current energy code~~;~~**, except if:**

a. The square footage of new dwelling units does not exceed 2,500 square feet or 50 percent of the total building square footage, whichever is greater; or

b. The building owner submits documentation, in a form acceptable to the code city, showing the building's residential units' projected energy use intensity is less than or equal to the energy use intensity target in accordance with the clean buildings performance standard in RCW 19.27A.210; or

c. In all areas zoned for residential housing, an additional housing unit is created within an existing home;

8. Deny a building permit application for the addition of housing units within an existing building due to nonconformity regarding parking, height, setbacks, elevator size for gurney transport, or

modulation, unless the Administrator makes written findings that the nonconformity is causing a significant detriment to the surrounding area; or

9. Require a transportation concurrency study under RCW 36.70A.070 or an environmental study under RCW Chapter 43.21C based on the addition of residential units within an existing building.

D. ***Life Safety Standards.*** Nothing in this section shall require the City to approve a building permit application for the addition of housing units constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing in cases in which the building cannot satisfy life safety standards.

REDMOND ZONING CODE

Code Amendment Summary

Lot Splitting

Subject Matter Expert	*Josh Mueller, Matthew Allen*
Author	*Glenn Coil*
Policy Basis for Amendment	*HB 1096 - 2025 state legislative session.*
Relevant Code Portions	RZC 21.74 Land Division, 21.76 Review Procedures, and 21.78 Definitions

Proposed Amendment Overview

The proposed amendment implements HB 1096 concerning lot splitting. It would make the final plat process entirely administrative.

Rationale

Consistency with state law: HB 1096

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

The amendment should include the reasoning for "Administrative" addition and how it differs from Subdivisions and short subdivisions lot split.

PROPOSED AMENDMENT:

Add new section to RZC 21.74 on Lot Split

Add Lot Split to 21.76 Permit Type and Procedures

Add Lot Split to Table 21.76.050B

Add new definition to RZC 21.78 – Lot Split - "Lot split" means the administrative process of dividing an existing lot into two lots for the purpose of sale, lease, or transfer of ownership pursuant to this section. (from HB 1096)

21.74.010.B.1

1. Compliance. All division and redivision of land into lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership shall comply with the requirements of this chapter except where specifically exempted herein. Subdivisions, short subdivisions, **administrative lot splits,** binding site plans, boundary line adjustments, unit lot subdivisions, plat alterations, and plat vacations are all considered divisions or redivisions of land for purposes of this chapter.

21.74.020.N [new subsection]

N. Administrative Lot Split Standards.

Eligibility standards unique to Administrative Lot Splits are found in 21.74.030.N.

21.74.030.N [new subsection]

N. Administrative Lot Split Procedures

1. Approval Process. Administrative Lot Splits must follow the procedures established in RZC 21.76.05.F, for a Type I review, and criteria established by RCW 58.17.145.
2. Decision by the Administrator. The Administrative Lot Split may be approved by the Administrator provided the following criteria is met:
    a. Exactly one newly created lot results from the split.
    b. Both the parent lot and the newly created lot meet the minimum lot size of the applicable zone (see RZC Article II).
    c. The parent lot was not itself created by an administrative lot split under this section.
    d. The parent lot is in a zone that allows residential use.
    e. If demolition/alteration would displace an existing residential tenant renter, the application must include a displacement mitigation strategy (e.g., relocation assistance).
    f. Prior to recording, access and utility rights are granted or conveyed as necessary to serve the maximum number of dwellings allowed, acknowledging that rights may be reduced at building-permit stage if fewer units are built.
    g. The newly created lot meets minimum density requirements if located in a zone with a minimum density requirement.
    h. The lot is buildable under all applicable regulation. Lots rendered unbuildable by critical areas, shoreline, stormwater, setbacks, impervious surface, or building coverage standards are not eligible for administrative lot split.
    i. If the split would create a lot size that would allow further land division, the split is not eligible under this section but could be pursued through another applicable land-division processes under RZC 21.74.
    j. Any construction on the newly created lot is subject to all existing state and local laws including those specified in this section. Nothing in this section modifies the requirements for approval of residential building permits in chapter 19.27 RCW.
    k. Where an application does not meet the eligibility criteria of this section, the applicant may seek approval under other land division processes under RZC 21.74.
3. Recording. All administrative lot splits shall be recorded in compliance with the following:
    a. All Administrative Lot Splits must be recorded surveys consistent with the requirements of RCW Chapter 58.09 and WAC Chapter 332-130, with a notation that future Administrative Lot Splits on either lot are prohibited.
    b. Fees and Recording Procedure. Prior to recording, the applicant shall submit the original short subdivision drawings to the City for signatures.
    c. Recording Required. No short subdivision shall be recorded unless approved as provided in this chapter. Further, recording shall not be authorized unless and until the required short subdivision

improvements have been completed or a performance assurance has been posted to ensure completion as provided in RZC 21.76.090.F, Performance Assurance. A copy of an approved short subdivision shall be filed for record with the King County Department of Records and Elections, and one reproducible copy shall be furnished to the City Engineer.

21.76.050.C

In Table 21.76.050B, add row for "Administrative Lot Split" where Process Type is "I".

21.76.060.D.4

Appeal. Type I decisions may be appealed to the Hearing Examiner as provided in RZC 21.76.060.I, Appeals to Hearing Examiner on Type I and II Permits. All decisions are final upon expiration of the appeal period or, if appealed, upon the date of issuance of the Hearing Examiner's final decision on the appeal. Appeal decisions of the Hearing Examiner may be appealed to the King County Superior Court as provided RZC 21.76.060.M. **There are no administrative appeals of Type I Administrative Lot Split decisions pursuant to RCW 58.17.145.**

21.76.070.# [new subsection]

#. Administrative Lot Splits. Decision criteria for administrative lot splits are found in RZC Article V.

21.76.090.C.1.b

b. Approval of a Type I, II, or III application shall expire two years from the date approval was final unless:

i. A complete building permit application is filed before the end of the two-year term. In such cases, the vested status of the Type I, II, or III permit or approval shall be automatically extended for the time period during which the building permit application is pending prior to issuance; provided, that if the building permit application expires pursuant to RMC 15.08.050, Amendments to the International Building Code, the vested status of a Type I, II, or III permit or approval shall also expire;

ii. For **administrative lot splits,** short plats and binding site plans, the **lot split survey,** final plat or approved binding site plan is recorded;

<<no change to the rest of 21.76.090.C.1.b>>

21.78.210

Lot Split. The administrative process of dividing an existing lot into two lots for the purpose of sale, lease, or transfer of ownership pursuant to RCW 58.17.145 and as hereafter amended.

REDMOND ZONING CODE

Code Amendment Summary

Unit Lot Subdivisions

Subject Matter Expert	*Josh Mueller, Guilherme Motta*
Author	*Glenn Coil*
Policy Basis for Amendment	*SB 5559 of the 2025 state legislative session.*
Relevant Code Portions	RZC 21.74 Land Division, 21.76 Review Procedures, 21.78 Definitions

Proposed Amendment Overview

The proposed amendment implements SB 5559 concerning unit lot subdivisions. It also would make final plat approval administrative.

Rationale

Consistency with state law - SB 5559

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

None to date.

PROPOSED AMENDMENT:

21.74.030 Decision Criteria and Procedures.

A. ***Application Submittal Requirements.***

1. *Scope.* This section sets forth the requirements that must be met in order for applications for approvals governed by this chapter to be considered complete.

2. *Preliminary Subdivisions.* In order to be considered complete, each application for preliminary subdivision approval shall contain the following:

a. A completed general application form and project contact form;

b. The required application fees;

c. A small-scale vicinity map (suitable for public notice purposes);

d. A completed SEPA/CAO fee worksheet;

e. A CAO report, if required in RZC Chapter 21.64, Critical Areas Regulations;

f. For large sites, key plat map showing the entire site on one large sheet;

g. A set of preliminary plat plans showing the proposed layout of all lots, tracts, parcels, and streets;

h. A preliminary stormwater report;

i. A SEPA application form, together with a completed City of Redmond SEPA checklist;

j. A traffic study, if required by the City ~~Public Works Department~~;

k. A title report or plat certificate for all parcels involved;

l. Density calculations indicating maximum and minimum density requirements for the proposal and including density bonus calculations, if applicable;

m. A transportation certificate of concurrency or, if no such certificate has been issued at the time of application, a transportation concurrency application that contains all information required for a transportation concurrency determination under RZC 21.52.010, Transportation Concurrency;

n. A reduced site plan showing proposed lot layout (suitable for public notice purposes); and

o. A tree preservation plan if trees are proposed to be removed as part of the proposal.

D. ***Short Subdivision Procedures.***

1. *Approval Process.* Short subdivisions shall follow the procedures established in RZC 21.76.050.G, for a Type II review.

2. *Decision by the Technical Committee.* Each final decision of the Technical Committee shall be in writing and shall include findings and conclusions based on the record to support the decision. The decision made by the Technical Committee shall be given the effect of an administrative decision and may be appealed in accordance with RZC 21.76.060.E, Technical Committee Decisions on Type II Reviews.

3. *Effect of Approval.* Approval of the short subdivision shall constitute authorization for the applicant to develop the short subdivision facilities and improvements, upon review and approval of construction drawings by the City ~~Public Works Department~~. All such facilities and improvements shall be completed or have a performance assurance posted to assure completion as provided in RZC 21.76.090.F, Performance Assurance, prior to recording of the short subdivision. All development of a short subdivision shall be subject to any conditions imposed by the City on the short subdivision approval.

4. Short subdivision approval shall expire pursuant to the following:

   a. Two years from the date of the Technical Committee notice of decision if the short plat has not been recorded. A single one-year extension may be granted by the Technical Committee if the applicant has attempted in good faith to submit the final short plat within the two-year period; provided, however, that the applicant must file a written request for extension at least 30 days prior to expiration of the two-year period.

5. *Recording.* All short subdivisions shall be recorded in compliance with the following:

   a. *Fees and Recording Procedure.* Prior to recording, the applicant shall submit the original short subdivision drawings to the City ~~Public Works Engineering Department~~ for signatures.

   b. *Recording Required.* No short subdivision shall be recorded unless approved as provided in this chapter. Further, recording shall not be authorized unless and until the required short subdivision improvements have been completed or a performance assurance has been posted to ensure completion as provided in RZC 21.76.090.F, Performance Assurance. A copy of an approved short subdivision shall be filed for record with the King County Department of Records and Elections, and one reproducible copy shall be furnished to the City Engineer.

6. *Restriction on Further Division.* Land within an approved and recorded short subdivision may not be further subdivided within a period of five years from the date of final approval

if such further division would result in more than nine lots within the original short subdivision boundaries. Any division that would result in more than nine lots within the original short subdivision within the five-year period may be accomplished only by following the process for preliminary and final subdivision approval set forth in RZC 21.74.030.E, Preliminary Subdivision Procedures, and RZC 21.74.030.G, Final Subdivision Procedures.

E. ***Preliminary Subdivision Procedures.***

1. *Approval Process.* Preliminary subdivisions shall follow the procedures established in RZC 21.76.050.H, Type III Review.

2. *Effect of Preliminary Subdivision Approval.* Approval of the preliminary subdivision shall constitute authorization for the applicant to develop the subdivision facilities and improvements upon review and approval of construction drawings by the City ~~the Public Works Department~~. All development shall be subject to any conditions imposed by the Hearing Examiner.

3. *Time Limits – Approval Within 90 Days.* A preliminary subdivision shall be approved, approved with conditions, denied, or returned to the applicant for modification or correction within 90 days from the date of filing of a complete application unless the applicant agrees to an extension of the time period in writing; provided, that should an environmental impact statement (EIS) be required per RCW 43.21C.030, Guidelines for State Agencies, Local Governments, the 90-day period shall not include the time spent in preparing and circulating the EIS by the City. A preliminary subdivision application shall not be deemed "filed" until all of the requirements for a complete application established by RZC 21.74.030.A, Application Submittal Requirements, have been met.

4. *Limitation on Preliminary Approval.*

a. Final approval of a subdivision must be acquired within seven years of preliminary plat approval if the date of preliminary plat approval is on or before December 31, 2014, and within five years of the date of preliminary plat approval if the date of preliminary plat approval is on or after January 1, 2015, after which time the preliminary plat approval is void.

b. Final approval of a subdivision must be acquired within 10 years of preliminary plat approval if the date of preliminary plat approval is on or before December 31, 2007,

and not subject to the requirements of RCW Chapter 90.58, the Shoreline Management Act, after which time the preliminary plat approval is void.

c. The Hearing Examiner may grant an extension of the time periods set forth in RZC 21.74.030.E.4.a and E.4.b for one year if the applicant has attempted in good faith to submit the final plat within the required time period; provided, however, the applicant must file a written request with the Planning Department requesting the extension at least 30 days before expiration of the required time period.

G. ***Final Subdivision Procedures.***

1. *Time Limits.* A final plat application shall be approved, denied, or returned to the applicant for modification or correction within 30 days from the date of filing unless the applicant consents to an extension of such time period.

2. *Review by ~~City~~ Engineer.* A ~~The City Engineer or a~~ licensed professional engineer acting on behalf of the City shall review the survey data, layout of lot lines, streets, alleys and other rights-of-way, design of bridges, and utility systems improvements, including storm drainage, water, and sanitary sewer.

3. *Findings by ~~City~~ Engineer.* A ~~The City Engineer or other~~ professional engineer acting on behalf of the City shall convey their findings to the Technical Committee ~~City Council~~. The engineer shall assure that:

a. The proposed final plat meets all standards established by state law and this section relating to the final plat's drawings and subdivision improvements;

b. The proposed final plat bears the certificates and statements of approval required by this section;

c. A current title insurance report furnished by the subdivider confirms the title of the land in the proposed subdivision is vested in the name of the owners whose signatures appear on the final plat;

d. The legal description of the plat boundary on the current title insurance report agrees with the legal description on the final plat;

e. The facilities and improvements required to be provided by the subdivider have been completed or, alternatively, that the subdivider has provided a surety in an

amount commensurate with improvements remaining to be completed, as provided in RZC 21.76.090.F, Performance Assurance;

f. The surveyor has certified that all survey monument lot corners are in place and visible; and

g. The final plat contains a dedication to the public of all common improvements, including but not limited to streets, roads, sewage disposal systems, storm drainage systems, and water supply systems which were a condition of approval. The intention to dedicate shall be evidenced by the owner's presentment of a final plat showing the dedication, and the acceptance by the City shall be evidenced by the approval of the final plat.

4. *Review* – Administrative Approval ~~City Council~~. The Technical Committee ~~City Council~~ shall review the final plat ~~at a public meeting~~, according to the decision criteria for final plats set forth in RZC 21.74.030.C, Decision Criteria for Approval of Final Subdivisions. ~~No public hearing shall be required. Notice of the public meeting at which the final plat will be considered will be mailed to the applicant and to any person who was a party of record to the preliminary plat proceedings at least 10 days in advance of the meeting.~~ If the ~~City Council~~ Technical Committee approves the final plat, the Administrator, Public Works Director, and City Engineer ~~Mayor~~ shall be authorized to inscribe and execute the written approval on the face of the plat map. If the Technical Committee ~~City Council~~ denies the final plat, the final plat will be returned to the applicant with reasons for denial and conditions for compliance.

5. *Recording.* All final plats shall be recorded in compliance with the following:

a. *Fees and Performance Assurance.* Prior to recording, the applicant shall submit the original final plat drawings to the ~~Public Works Department~~ City together with the plat checking fees. Unless all required improvements have been constructed prior to final plat approval, the applicant shall also submit all required performance assurances to guarantee completion of the improvements as required by RZC 21.76.090.F, Performance Assurance.

b. *Recording Required.* No final plat shall be recorded unless approved as provided in this section. The original of an approved final plat shall be filed for record with the King County Department of Records and Elections.

c. *Time Limit.* All final plats shall be recorded within 120 days after Technical Committee ~~final~~ approval ~~is granted by the City~~. Approval shall expire if the final plat is not recorded within this period.

6. *Valid Land Use.* As required by RCW 58.17.170, Written Approval of Subdivision, a subdivision shall be governed by the terms of the approval of the final plat, and any lots created shall be a valid land use for a period of not less than five years from date of filing, unless the ~~City Council~~ Technical Committee finds that a change in conditions in the subdivision creates a serious threat to the public health or safety.

H. ***Unit Lot Subdivisions.***

1. *Applicability.* The provisions of this section apply exclusively to the unit lot subdivision his Tland for existing or new attached or detached dwelling units, in which no dwelling units are stacked on another dwelling unit or other use. The purpose is to allow for the creation of lots for the individual ownership of these types of housing units while applying only those site development standards applicable to the parent lot as a whole. ~~that have land use approval through RZC 21.76.070.Y, Site Plan Entitlement; RZC Chapter 21.67, Green Building Program (GBP); and RZC 21.76.070.P, Master Planned Development.~~

2. *Approval Process.* A unit lot subdivision for new developments shall follow the procedures established in RZC 21.76.050.G, Type II Review~~, if nine or fewer unit lots are proposed~~. ~~Preliminary unit lot subdivisions shall follow the procedures established in RZC 21.76.050.H, Type III Review, if 10 or more unit lots are proposed.~~ Final unit lot subdivisions of 10 or more lots shall follow the procedures established in RZC 21.74.030.G, Final Subdivision Procedures, for final plats. Existing developed lots, where structures comply with all standards applicable to the parent lot, shall follow the procedures established in RZC 21.76.050.F, Type I Review.

a. The approval procedures shall not require any public pre-decision meeting or hearing, nor any design review other than administrative design review.

3. *Compliance With Prior Approvals.* Sites developed or proposed to be developed with single-family attached or detached dwelling units may be subdivided into individual unit lots as provided herein. The development as a whole shall conform to the regulations of the zone that the site is located in and to the plans that were granted approval through provisions of this code~~, either: RZC 21.76.070.Y, Site Plan Entitlement; RZC Chapter 21.67, Green Building Program (GBP); or RZC 21.76.070.P, Master Planned Development~~.

a. Portions of the parent site not subdivided for individual unit lots shall be owned in common by the owners of the individual unit lots, by a homeowners' association comprised of the owners of the individual unit lots located within the parent site, or by a community land trust.

4. Development on individual unit lots is not required to conform with all development standards that typically apply to individual lots as long as the parent lot conforms to all such development standards. Each unit lot shall comply with applicable building codes. Fire protection for the buildings shall be based on the aggregate square footage on the parent lot.

5. Internal vehicular courts and driveways providing vehicular access to unit lots in the subdivision from public streets shall not be considered public or private streets when considering unit lot subdivisions.

6. Subsequent ~~platting~~ subdivision actions, additions, or modification to the structure(s) may not create or increase any nonconformity of the parent lot as a whole, and shall conform to the approved unit lot housing development project or to the land use and development standards in effect at the time of the proposed actions, additions, or modifications.

~~7. Access easements, joint use and maintenance agreements, and covenants, conditions, and restrictions (CC&Rs) identifying the rights and responsibilities of property owners and/or the homeowners' association shall be executed for use and maintenance of common garage, parking, and vehicle access areas; underground utilities; common open space, such as common courtyard open space; exterior building facades and roofs; and other similar features, shall be recorded with the King County Department of Records and Elections.~~

8. Within the parent lot, required parking for a dwelling unit may be provided on a different unit lot than the lot with the dwelling unit, as long as the right to use the parking is formalized by an easement recorded with the King County Department of Records and Elections.

9. The minimum residential density required for unit lot subdivision in the Downtown Core zone shall be 35 dwelling units per acre. There shall be no minimum residential density requirements for unit lot subdivisions elsewhere in the City unless required by the zone in which the site is located.

10. Notes shall be placed on the face of the plat or short plat as recorded with the King County Department of Records and Elections to acknowledge the following:

a. Approval of the design and layout of the units on each of the lots housing development project was granted based on detailed ~~by the~~ review of that specific project ~~the development~~, as a whole, on the parent lot including specific reference to the applicable permit or file number for that specific. The title of the plat shall include the phrase "Unit Lot Subdivision". ~~project by RZC 21.76.070.Y, Site Plan Entitlement; RZC Chapter 21.67, Green Building Program (GBP), or RZC 21.76.070.P, Master Planned Development.~~

b. Development, redevelopment, or rehabilitation of structures on each unit lot is subject to review and approval of plans that are consistent with the design of the surrounding structures on the parent lot as approved by the City through subject file number as stated in RZC 21.74.030.H.10.a.

c. Access easements, joint use and maintenance agreements, and covenants, conditions, and restrictions (CC&Rs) identifying the rights and responsibilities of property owners and/or the homeowners' association shall be executed for use and maintenance of common garage, parking, and vehicle access areas; underground utilities; common open space, such as common courtyard open space; exterior building facades and roofs; and other similar features. ~~shall be recorded with the King County Department of Records and Elections~~.

d. Additional development of the individual lots may be limited as a result of the application of development standards to the parent site.

J. ***Subdivision Alterations.***

1. *Scope.* This section establishes the procedures to be used for subdivision alterations under RCW 58.17.215 through 58.17.218.

2. *Approval Process.* Subdivision alterations shall follow the procedures established in RZC 21.76.050.J, Type V Review.

3. *Application Requirements.* An application for alteration of a subdivision shall meet the submittal requirements established by the Administrator, and shall contain the signatures of those persons having an ownership interest in the majority of the lots, tracts, parcels, sites, or divisions in the subject subdivision or portion to be altered, and other application submittal materials as required. If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the alteration would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants; provided, that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the alteration.

4. *Hearing Required.* The City Council shall conduct a public hearing on the application for a subdivision alteration.

5. *Decision Criteria.* The City Council shall approve the application for alteration of the subdivision or approve the application with conditions if it determines that the public use and interest will be served by the alteration. The City Council shall deny the application for alteration if it finds that the public use and interest will not be served by the alteration.

6. After approval of the alteration, the applicant shall submit to the City a revised drawing of the approved alteration of the subdivision, which after signature of the approving authority shall be filed with the King County Department of Records and Elections to

become the lawful plat of the property. The revised drawing shall be surveyed and prepared by a Washington State-licensed land surveyor.

7. The procedures set forth in RZC 21.74.030.J.1 through J.3 apply to subdivisions that have been recorded. A subdivision that has not yet been recorded and that has not expired may be altered upon approval by the Administrator as long as the alteration is consistent with the final plat approval granted by the City Council. In the event that the alteration is not consistent with that approval, alteration may be approved only by repeating the final plat approval process.

8. Administrative Easement Release. Notwithstanding the requirements of J.4 (public hearing) and J.5 (Council decision), the City may release an easement administratively if:

a. The easement is no longer needed for public use;

b. The City is the sole beneficiary of the easement; and

c. The release does not adversely affect public health, safety, or welfare.

The release shall be signed by the Mayor or their designee and documented with a revised plat or exhibit filed with the King County Recorder's Office or its successor agency.

K. ***Final Subdivision and Short Subdivision Corrections.***

1. *Public Dedication – Not Involved.* Amendments, alterations, modifications, and changes to recorded final subdivisions and short subdivisions that do not affect a public easement or other public dedication of land shall be accomplished only by one of the following methods:

a. File a new plat for the lots in question by following the full subdivision procedures of this chapter; or

b. File a short plat for lots in question by following the procedures of this chapter; or

c. File an application for an administrative modification or boundary line adjustment.

2. *Public Dedication – Involved.* Amendments, alterations, modifications, and changes to recorded final plats and short plats that do affect a public easement or other public

dedication of land shall be accomplished by following the procedures of RZC 21.74.030.I, Subdivision Vacations, or RZC 21.74.030.J, Subdivision Alterations.

3. Administrative Public Easement Release. The City may administratively release a public easement that is no longer needed for public use. The Mayor or their designee is authorized to sign the release. The release requires:

a. Verification by the City that the easement is no longer required for public utilities, access, drainage, or other public purposes.

b. Submission of a revised surveyed plat or easement exhibit, prepared by a licensed Washington State surveyor, showing the easement removed.

c. Recording of a revised plat/exhibit with the King County Recorder's Office or its successor agency.

This process does not require a City Council hearing but may include notice to adjacent property owners at the discretion of the Administrator.

21.78.250 P Definitions

Parent Lot. *A* residential lot that is subdivided into unit lots through the unit lot subdivision process.

21.78.300 U Definitions

Unit lot. A subdivided lot within a residential development as created from a parent lot and approved through the unit lot subdivision process.

Unit Lot Subdivision. ~~A division or redivision of land in which one or more boundaries of the individual lots coincide with the interior walls of a structure which separate individual attached single-family dwelling units.~~ A subdivision or short subdivision proposed as part of a residential development project that meets the development standards applicable to the parent lot at the time the application is vested, but which may result in development on one or more individual unit lots becoming nonconforming as to specified land use and development standards based on the analysis of the individual unit lot.

21.76.050B Classification of Permits and Decisions

Table 21.76.050B Classification of Permits and Decisions		
Permit Type	**Process Type**	**RMC Section (if applicable)**
Unit Lot Subdivision	I or II	

REDMOND ZONING CODE

Code Amendment Summary

Implementing SB 5509 for Childcare Zoning

Subject Matter Expert	*Kim Dietz, Jenny Nelson*
Author	*Kim Dietz, Jenny Nelson*
Policy Basis for Amendment	*SB 5509 of the 2025 state legislative session.*
Relevant Code Portions	RZC 21.04

Proposed Amendment Overview

The proposed amendment implements SB 5509 concerning childcare zoning. State law limits restrictions cities can place on the location of childcare centers. The proposed amendments would allow daycare centers in the NR, NMF, NMU, and RA-5 zones as required in state law.

Rationale

Compliance with state law. Staff recommends addressing the portions of SB 5509 addressing industrial and light industrial zones when guidance from the Department of Commerce is available.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

None to date.

PROPOSED AMENDMENT:

21.04.0200 Nonresidential Use Table.

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
Education, Public, Health, and Other Institutions																					
Day care center	P ~~L 13 / C~~	P ~~L 13 / C~~	P ~~L 13~~	P	P	P	P	P	P	P	P	P	P	P	P	L 15	N	N	P ~~N~~	N	~~A CUP is required in NR and NMF. See RZC 21.04.2080.~~

Notes and Limitations

1 Shall not be materially detrimental in terms of noise, truck traffic, vibrations, odors, and other potential operational impacts with neighborhood units or nearby mixed-use/residential developments. Application of this note is limited in the MMC and MMM zoning districts to new structures permitted after June 17, 2017.

2 For properties in a CARA this use may be restricted or prohibited. See RZC 21.64.050.

3 Uses Not Permitted.

a. Gasoline service;

b. Outdoor automobile sales, rental or service;

c. Rental storage and mini-warehouses;

d. Warehouse and storage services;

e. Outdoor storage.

4 Limited to less than 75,000 square feet gross floor area in a single use.

5 Membership wholesale/retail warehouse limited to showroom only with a maximum size of 75,000 square feet gross floor area.

6 Administrative office/business functions only.

7 Is limited to:

a. Athletic, sports, and play fields.

b. Marine recreation.

c. Commercial swimming pools.

d. Education facilities allowed in MP zones outside of MP Overlay but limited to technical, trade, and other specialty schools only.

e. Animal kennels.

f. Real estate services limited to mini-warehouse/self-storage only.

g. Professional services limited to research and development services and other uses that support another permitted use within the MP zone only.

h. Administrative services limited to corporate headquarters and regional offices associated with manufacturing and wholesale trade uses within an MP zone.

i. Athletic club or fitness center.

j. Repair and rental of goods.

8 Includes noncommercial indoor recreation uses, such as community clubhouses, indoor swimming pools, and other similar facilities.

9 Permitted only abutting Lake Sammamish. Excludes medical airlift.

10 Limited to mixed-use developments. Not permitted as a stand-alone use.

11 All commercial livestock, dairy and fowl enterprises limited to lots 35,000 square feet in size or larger, and must meet Seattle-King County Health Department regulations and the regulations of Redmond's Municipal Code. Personal, noncommercial livestock, dairy, and fowl activities are considered an accessory use and are allowed; provided, that all Health Department and Municipal Code requirements are met.

12 Limited to lots 35,000 square feet or larger.

~~**13 Day care uses are only permitted in a building or building complex used for other uses, such as a school, church, meeting hall, or some other building used for more than one purpose.**~~

14 Shall not be located on a parcel that abuts a Neighborhood Residential or Neighborhood Multifamily zone.

15 Only allowed in the MP Overlay (see note 7D for educational facilities).

16 Limited to MP Overlay only: pet and animal sales or services (except veterinary), ambulatory and outpatient health care services, health and personal care, and finance and insurance.

17 Shall be located in multi-tenant buildings or a single building in a multibuilding, multi-tenant complex.

18 Fifty-person seating capacity, except when associated with manufacture of food or kindred products. In that case, maximum is 100-person seating capacity, so long as the seating area does not occupy more than 25 percent of combined gross floor area. The seating limit does not apply when the use is secondary to a winery or brewery, but the 25 percent limit continues to apply.

19 Hours of operation limited to:

a. 6:00 a.m. – 12:00 p.m. in the MMM and MP zoning districts.

b. 6:00 a.m. – 10:00 p.m. in the BP and I zoning districts.

20 Not permitted north of NE 90th Street and west of Willows Road.

21 Finance and insurance, convenience use, and personal services uses:

a. Permitted in Willows/Rose Hill Neighborhood north of NE 95th Street only.

b. Must be closed a minimum of four hours in any 24-hour period.

c. Minimum size per tenant is 1,000 square feet gfa.

d. Maximum size per tenant is 20,000 square feet gfa.

e. Shall be secondary use in multi-tenant building; shall not be located in separate building containing only convenience uses.

22 Maximum size is 30,000 square feet gfa in Willows/Rose Hill Neighborhood north of NE 95th Street.

23 For automobile sales, service, or repair:

a. May occupy up to 25 percent of the combined gross floor area.

b. Vehicle display area shall be outside of required parking and landscape areas.

c. Vehicles shall be stored on paved surfaces.

d. Advertising signs are not permitted on the outside of vehicles. Signs providing information about the vehicle, such as year, make, model, etc., may be displayed on the outside of or in the windows of vehicles.

e. Vehicle repair shall be conducted indoors.

24 Outdoor loudspeaker systems are prohibited.

25 Razor wire, chain link, and barbed wire fences prohibited on street or access frontage.

26 Limited to government and administration uses only.

21.04.2080 Day Care Centers.

A. ~~Purpose. This section provides development criteria for commercial day care centers in residential zones.~~ **Reserved.**

~~B. Development Standards.~~

~~1. Commercial Day Care Centers (Residential Zones).~~

~~a. Day care centers shall comply with all building, fire, safety, and health codes, and all applicable development standards.~~

~~b. Day care centers shall obtain a business license and maintain the use license as long as the use operates.~~

~~c. Day care centers shall obtain all required state approvals.~~

~~d. In the RA-5 zone, stand-alone day care centers are prohibited.~~

~~e. Day care centers shall not be located closer than 300 feet from another existing day care operation in residential zones.~~

~~f. The minimum lot size shall be 20,000 square feet in all residential zones.~~

~~g. Play equipment used in the day care operations shall be placed no closer than 10 feet from any property line.~~

~~h. Off-street parking for each employee shall be provided.~~

~~i. Building design, site plans and landscaping shall be of a character which is appropriate for the area.~~

~~j. Day care centers may be approved in new or existing churches and other places of worship, and no additional approval will be required, provided all other requirements of this section are met.~~

~~k. Day care centers located in residential zones shall operate within the hours of 5:00 a.m. to 10:00 p.m.~~

21.78 Definitions.

Day Care Center. ~~An agency which regularly provides temporary care for a group of children between the ages of six weeks to 12 years for periods less than 24 hours in a residence or structure other than the parent's home on a regular recurring basis for pay or other valuable consideration, including but not limited to the furnishing of shelter, sustenance, supervision, education and other supportive services. The term is not intended to include babysitting services of a casual, nonrecurring nature.~~ **"Day Care Center", "Child day care center" and "child care center" mean an agency that regularly provides early childhood education and early learning services for a group of children for periods of less than 24 hours, as defined by RCW 43.216.010 and hereafter amended.**

REDMOND ZONING CODE

Code Amendment Summary

Implementing SB 5184 and Parking Provisions of HB 1183

Subject Matter Expert	*Jeff Churchill*
Author	*Jeff Churchill*
Policy Basis for Amendment	*SB 5184 of the 2025 state legislative session.* *Portions of HB 1183 of the 2025 state legislative session.*
Relevant Code Portions	21.40.010.C, 21.40.010.D

Proposed Amendment Overview

The proposed amendment implements SB 5814 of the 2025 state legislative session and the portions of HB 1183 of the same session related to parking. SB 5184 was codified as RCW 35A.21.445. The portion of HB 1183 related to parking was codified as RCW 36.70A.817. Both laws restrict how cities can regulate off-street parking.

The proposed amendment also codifies an administrative interpretation for measuring the distance to a frequent transit stop.

Rationale

Compliance with state law and clear regulations.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

Concern about sight-obstructing vegetation in parking lots and near crosswalks.

PROPOSED AMENDMENT:

C. ***Administration.*** In the administration of this section, the following rules shall be used:

1. *Nonconforming Parking.*

a. A development that met the parking requirements in effect at the time it was approved but that does not have sufficient parking spaces to meet the current requirements of this chapter, may continue to operate with the parking deficiency as long as no enlargement is made that would require additional parking spaces;

b. When a development with nonconforming parking is enlarged so as to require additional parking spaces, the requirements of this chapter shall apply only to the enlargement;

c. When a preexisting building with nonconforming parking is remodeled or rehabilitated but not enlarged, the existing use of the building may continue without providing additional parking. In the event that the land use is increased by an addition of building square footage, the minimum level of parking required, including bicycle parking required by this chapter, consistent with the increased land use affected by the change must be provided, or an approved Mobility Management Program, as provided in RZC 21.52.020, Mobility Management Program, must be implemented for the site that effectively reduces parking demand;

d. When additional uses are placed on the same lot with the nonconforming parking or an enlarged lot of which the lot with nonconforming parking is a part, the requirements of this chapter shall apply only to the additional use; and

e. *Parking in Downtown, Overlake, and Marymoor Village.*

i. Developments with nonconforming parking shall not be required to provide additional parking spaces when a change of use occurs**, either from non-residential to residential or non-residential to another non-residential use,** or minor improvements are performed, provided that the change of use or minor improvement do not enlarge the structure or increase the amount of nonconformity.

ii. Developments, sites, and structures where a portion of the site and/or structures have been obtained under threat of condemnation shall not be required to provide additional parking spaces than that which was sufficient to meet the requirements in place during the most recent development or construction of the site.

2. *Separate Parking Facilities.* A parking facility that is required for one establishment shall not be considered as part of the parking facility required for any other enterprise, except for cooperative parking as provided in RZC 21.40.010.F, General Parking Requirements.

3. *Site Plan Entitlement Required.* All proposed parking facilities are subject to the site plan entitlement process of RZC 21.76.070.Y, Site Plan Entitlement.

4. *Car-Sharing Parking.* In all zones except Neighborhood Residential, required parking spaces may be occupied by car-sharing vehicles.

D. ***Required Off-Street Parking.***

1. The minimum required and maximum permitted number of off-street parking spaces for each land use is noted in the Parking Ratio Column of each zone. Where calculations of parking requirements result in fractional amounts, they shall be rounded up if 0.5 or over.

Table 21.40.010D. Required Off-Street Parking

	Parking Ratio: Unit of Measure (Minimum Required, Maximum Allowed)		
Use Class	**Within 1/4 Mile of Frequent Transit or in a TOD Focus Area**	**In a Center, Not Within 1/4 Mile[#] of Frequent Transit, Not in a TOD Focus Area**	**All Other Locations**
Residential [1]			
Dwelling unit, detached	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (1.0, –)
Dwelling unit, attached	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (1.0, –)

Accessory dwelling unit	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (0, –)
Tiny home	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (0, –)
Cottage	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (0, –)
Dwelling unit, multifamily	Dwelling unit (0, 1.0)	Dwelling unit (0.5, 1.25)	Dwelling unit (0.5, 2.0)
Mixed-use residential structure	Dwelling unit (0, 1.0)	Dwelling unit (0.5, 1.25)	Dwelling unit (0.5, 2.0)
Permanent supportive housing, transitional housing	Dwelling unit (0, –)	Dwelling unit (0, –)	Dwelling unit (0.5, –)
Group Home/Congregate Housing			
Dormitory or residential suite	Bed (0, 1.0)	Bed (0, 1.0)	Bed (0, 1.0)
Adult family home	Dwelling unit (0, 2.0)	Dwelling unit (0, 2.0)	Dwelling unit (1.0, 2.0)
Long-term care facility	Patient bed (0, 0.25)	Patient bed (0, 0.25)	Patient bed (0.25)
Residential care facility	Patient bed (0, 0.25)	Patient bed (0, 0.25)	Patient bed (0.25)
Retirement residence	Without skilled nursing: unit (0, 1.0) With skilled nursing: worker on largest shift (0, 1.0)	Without skilled nursing: unit (0, 1.0) With skilled nursing: worker on largest shift (0, 1.0)	Without skilled nursing: unit (0, 1.0) With skilled nursing: worker on largest shift (0, 1.25)
Emergency housing or emergency shelter	Bed (0, 1.0)	Bed (0, 1.0)	Bed (0, 1.0)
Lodging			
Bed and breakfast inn or boarding house	Rental room (0, 1.0)	Rental room (0, 1.0)	Rental room (1.0)
Hotel or motel	Rental room (0, 1.0)	Rental room (0, 1.0)	Rental room (1.0)
General Sales or Service			
Retail sales	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
Cannabis retail sales	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
Business and service	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)

Food and beverage	1,000 sq. ft. gfa (0, 5.0) No requirement for kiosks and vending carts	1,000 sq. ft. gfa (0, 7.5) No requirement for kiosks and vending carts	1,000 sq. ft. gfa (0, 9.0)
Drive-up stand	No requirement	No requirement	No requirement
Animal kennel/shelter	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
All other general sales or service	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
Arts, Entertainment, and Recreation			
Arts, entertainment, recreation, and assembly	1,000 sq. ft. gfa (1.0, adequate to accommodate typical use)	1,000 sq. ft. gfa (2.0, adequate to accommodate typical use)	1,000 sq. ft. gfa (2.0, adequate to accommodate typical use)
Golf course			Adequate to accommodate typical use
Natural and other recreational parks	1,000 sq. ft. land area (0, adequate to accommodate typical use)	1,000 sq. ft. land area (0, adequate to accommodate typical use)	1,000 sq. ft. land area (0, adequate to accommodate typical use)
Adult entertainment facilities	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Water enjoyment use	No requirement	No requirement	No requirement
Piers, docks, floats, and other water-oriented accessory structures	No requirement	No requirement	No requirement
Education, Public, Health, and Other Institutions			
Education, government, health care and other institutions	1,000 sq. ft. gfa (0, adequate to accommodate typical use)	1,000 sq. ft. gfa (0, adequate to accommodate typical use)	1,000 sq. ft. gfa (2.0, adequate to accommodate typical use)
Day care center	Employee on maximum shift (0, 1.0)	Employee on maximum shift (~~0.5~~ 0, 1.0)	Employee on maximum shift (~~0.5~~ 0, 1.0)
Family day care provider	No requirement	No requirement	No requirement
Faith-based and funerary	Assembly uses: 1,000 sq. ft. gfa (5.0, 10.0) or fixed seats (0.1, 0.2)	Assembly uses: 1,000 sq. ft. gfa (5.0, 10.0) or fixed seats (0.1, 0.2)	Assembly uses: 1,000 sq. ft. gfa (7.5, 10.0) or fixed seats (0.2)

	All other uses: 1,000 sq. ft. gfa (1.0, 3.0)	All other uses: 1,000 sq. ft. gfa (2.0, 3.0)	All other uses: 1,000 sq. ft. gfa (2.0, 5.0)
Secure community transition facility	Adequate to accommodate typical use	Adequate to accommodate typical use	Adequate to accommodate typical use
All other uses	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Manufacturing and Wholesale Trade			
Manufacturing and wholesale trade	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Artisanal manufacturing, retail sales, and service	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 3.0)	1,000 sq. ft. gfa (0, 5.0)
Cannabis processing	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
All other uses	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Transportation, Communication, and Utilities			
All uses except those below	1,000 sq. ft. fga (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)	1,000 sq. ft. gfa (2.0, 5.0)
Rapid charging station; local utilities; regional utilities; wireless communication facilities; automobile parking facilities; heliport; float plane facility	No requirement	No requirement	No requirement
Agriculture			
All uses	No requirement	No requirement	No requirement
Other			
Construction-related business	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Mining and extraction establishment	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (1.0, 3.0)	1,000 sq. ft. gfa (2.0, 3.0)
Wetland mitigation banking	No requirement	No requirement	No requirement

 # Distance to frequent transit is measured as the walking distance from the nearest property edge to the nearest station or stop with frequent transit

1There is no minimum off-street parking requirement for middle housing located within one-half mile of a major transit stop as defined in RCW 36.70A.030 or its successor.

 # There is no minimum off-street parking requirement for the following uses or structure types in accordance with RCW 35A.21.445 and RCW 36.70A.817 or their successors:

a. **Single-family or middle housing residences under 1,200 square feet.**

b. **Affordable housing as defined in RCW 36.70A.030 or its successor.**

c. **Senior housing (defined as retirement residence in RZC 21.78.270).**

d. **Ground-level non-residential spaces in mixed-use buildings.**

e. **Buildings that meet passive house requirements as defined in RCW 36.70A.817 or its successor.**

f. **Modular construction as defined in RCW 36.70A.817 or its successor.**

g. **Mass timber construction as defined in RCW 36.70A.817 and RCW 19.27.570 or their successors.**

2. All multifamily and nonresidential development over 1,000 square feet of gross floor area must include at least two accessible parking spaces, even if doing so would exceed the required off-street parking minimums or maximums or exceed Americans with Disabilities Act (ADA) requirements. In the case where an accessible space would exceed ADA requirements, the Code Administrator may approve designating adjacent on-street parking as a designated accessible space in lieu of providing an on-site space. Existing on-street spaces that are designated as accessible can be counted toward the requirements of this subsection. The Code Administrator may waive the requirements to provide accessible parking in excess of ADA requirements if the Code Administrator determines that requiring the spaces would (a) not meet the nexus and rough proportionality tests as described in RZC 21.17.010.B.2, or (b) substantially impact the feasibility of the project.

3. The Administrator may approve alternative minimum parking requirements for specific uses on specific development sites where the land use permit applicant demonstrates, through a parking study prepared by a qualified expert, that the alternative requirement will provide sufficient parking to serve the specific use without adversely impacting other uses and streets in the vicinity. The Administrator may require the recording of a covenant or other instrument restricting the use of the property to the specific use for which the alternative minimum parking requirement was approved. Where a parking study does not demonstrate that available parking stalls will adequately serve the proposed use, reductions below the minimum requirement may be approved if a mobility management program that effectively reduces parking demand as provided in RZC 21.52.020, Mobility Management Program, is approved and recorded with the property.

The Technical Committee may require alternative parking programs if there is a need to reduce overall parking to alleviate significant adverse environmental impacts.

4. Required parking may be provided off site within 600 feet of the site, unless otherwise approved by the Administrator, when secured by an easement.

REDMOND ZONING CODE

Code Amendment Summary

Implementing SB 5611 for Permitting Timelines and Binding Site Plans

Subject Matter Expert	*David Lee*
Author	*Lauren Alpert*
Policy Basis for Amendment	*SB 5611 of the 2025 state legislative session.*
Relevant Code Portions	21.74.030.L

Proposed Amendment Overview

The proposed amendment implements SB 5611 concerning permitting timelines and binding site plans.

Rationale

The provisions of SB 5611 that require changes to the Redmond Zoning Code are provisions that allow the binding site plan process to be used for multifamily developments. This proposal implements that change in state law.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

None to date.

PROPOSED AMENDMENT:

L. Binding Site Plans.

1. Scope. This subsection establishes the procedures to be used for the division of land using the binding site plan process pursuant to RCW 58.17.035. **For purposes of RZC 21.74.030.L, commercially zoned property includes property that is zoned to permit or conditionally permit any multifamily residential uses.** Division of land using the binding site plan process is limited to:

a. Divisions for the sale or lease of commercial or industrial zoned property;

b. Divisions for the purpose of lease when no residential structures other than mobile homes or travel trailers are permitted to be placed on the land; and

c. Divisions of land into lots or tracts made under the provisions of the Horizontal Properties Regimes Act (RCW Chapter 64.32) or the Condominium Act (RCW Chapter 64.34).

2. Approval Process. Binding site plans shall follow the procedures established in RZC 21.76.050.G, Type II Review.

3. Drawing Requirements. Binding site plans shall be drawn at a scale no smaller than one inch equals 50 feet, unless a different scale is approved by the Administrator, and shall include:

a. The design of any lots and building envelopes and the areas designated for landscaping and vehicle use;

b. The areas and locations of all streets, roads, improvements, utilities, easements, open spaces, critical areas, and any other matters specified by the development regulations;

c. Inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the City of Redmond; and

d. Provisions requiring that any development shall comply with the approved site plan.

4. Post-Approval Requirements. The following requirements shall apply to proposals submitted under this subsection:

a. Approved binding site plans shall be submitted for recording with the King County Department of Records and Elections;

b. All provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the purchaser or any person acquiring a lease or other ownership interest of any lot, parcel, or tract created pursuant to the binding site plan. A sale, transfer, or lease of any lot, tract, or parcel that does not conform to the requirements of the binding site plan approval shall be considered a violation of this chapter.

c. All development shall be in conformity with the approved binding site plan and any existing or subsequent applicable permit approval. Each binding site plan document shall reference the requirement for compliance with any existing or subsequent permit approval.

d. Amendments to an approved binding site plan shall follow the process established in RZC 21.76.090.D, Administrative Modifications. Vacations of an approved binding site plan shall be made through the subdivision vacation process; and

e. Approved binding site plans may contain any easements, restrictions, covenants, or conditions as would a subdivision approved by the City.

REDMOND ZONING CODE

Code Amendment Summary

Co-Living Residential Suites Regulatory Gaps

Subject Matter Expert	*Ian Lefcourte*
Author	*Ian Lefcourte*
Policy Basis for Amendment	*N/A. Changes are clean-ups / alignment with Redmond 2050.*
Relevant Code Portions	RZC 21.04.0100. RESIDENTIAL USE TABLE RZC 21.08.200 DEVELOPMENT STANDARDS RZC 21.78. DEFINITIONS

Proposed Amendment Overview

Amendments are proposed in the residential use table and definitions section concerning residential suites to ensure alignment with Redmond 2050 policy direction.

- RZC 21.78:
  - Strike a portion of the dwelling unit definition.
  - Revise "Residential Suite" definition to:
    - Include synonyms: co-living, single-room occupancy, efficiency suite, etc.
    - Align with RCW definition: Residential Suite housing is a residential development with sleeping units that are independently rented and provide living and sleeping space, in which residents share kitchen facilities with residents of other units in the building.
    - Add text that Residential Suites "count as" dwelling units for the purposes of affordable housing requirements (RZC 21.20 and RMC 3.38)
- RZC 21.04.0100. RESIDENTIAL USE TABLE:
  - Revise "Residential Suite" footnote for the NR zone that RS only allowed if 100% of units in the development are Residential Suites.
- RZC 21.08.200. DEVELOPMENT STANDARDS
  - Clarifies how dormitory and residential suite developments are regulated, for development standards and maximum structure square footage in the Neighborhood Residential zone.

Rationale

The amendments are intended to:

- Ensure that residential suites continue to comply with affordable housing regulations
- Ensure that residential suites are not created in name only as a way of circumventing maximum square footage per lot regulations in the Neighborhood Residential zone.
- Ensure consistency in how residential suites are referenced across the zoning code.
- Clarify development standards for dormitory and residential suite uses in Neighborhood Residential zone.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

None to date.

PROPOSED AMENDMENT:

21.04.0100. RESIDENTIAL USE TABLE

Revise table note 8:

8. Dormitories: limited to developments with six or more dormitory rooms. Residential Suites: Limited to developments with six or more residential suite ~~dwelling~~ units per lot. Not permitted for developments with less than six ~~dwelling~~ residential suite units.

Table 21.08.200.B. Neighborhood and Mixed-Use Development Standards

Development Standards	Neighborhood Zones			Citywide Mixed-Use		References
	NR[10]	NMF	NMU	CMU	UMU	

Add new table note 9, applicable to the Neighborhood Residential zone.

9. Developments of Dormitory or Residential Suite land uses, in the Neighborhood Residential zone, are not regulated by the maximum dwelling units per lot metrics. The development must comply with all other Neighborhood Residential development standards (e.g., building height, maximum impervious surface, etc.).

Table 21.08.200C. Maximum Total Gross Floor Area for All Structures Within the Lot

Standards
The maximum for the total square footage for all structures within the lot shall be determined by the quantity of dwelling units provided on the lot. Below grade floor area shall count toward maximum total gross floor area. Developments of the Dormitory or Residential Suite land uses, in the Neighborhood Residential zone, are exempt from the per-dwelling unit regulations of Table 21.08.200C. Maximum Total Gross Floor Area for All

Standards
Structures Within the Lot. Instead, the maximum for the total square footage for all structures within the lot for Dormitory or Co-Living developments is 15,000 square feet.

Provisions for the measuring of gross floor area for all structures within the Neighborhood Residential zone are described in RZC 21.16.200, Building Measurements and Placement Standards.

Total Number of Dwelling Units for All Structures on Lot	Maximum Square Footage for Total Structures
1	4,500
2	6,000
3	7,500
4	9,000
5	10,500
6	12,000
7	13,500
8	15,000

21.78 Definitions:

Dwelling Unit. A single unit providing complete, independent living facilities for not more than one family and permitted roomers and boarders, including permanent provisions for living, sleeping, eating, cooking, and sanitation. ~~An efficiency unit with access to a shared kitchen on the same floor shared by no more than eight units that do not have private kitchens is considered to be a dwelling unit.~~ A mobile home, manufactured home, modular home, middle housing home, apartment, condominium, single-family detached house, accessory dwelling unit, or tiny home is considered to be a dwelling unit.

Residential Suite. ~~A dwelling unit that is limited in size and shares common facilities such as a kitchen.~~ A residential development with sleeping units that are independently rented and lockable and provide living

and sleeping space, and residents share kitchen facilities with other sleeping units in the building. This definition is inclusive of other names to refer to residential suite housing including, but not limited to, congregate living facilities, single room occupancy, rooming house, boarding house, lodging house, co-living housing, efficiency unit, and eco-suite. Residential suite units are considered "dwelling units" for the purposes of affordable housing provisions of RMC 3.38 and RZC 21.20.

REDMOND ZONING CODE

Code Amendment Summary

Affordability Substitutions

Subject Matter Expert	*Ian Lefcourte*
Author	*Ian Lefcourte*
Policy Basis for Amendment	*N/A. Changes are clean-ups / alignment with Redmond 2050.*
Relevant Code Portions	RZC 21.20

Proposed Amendment Overview

The amendment adds a general substitution provision back to RZC 21.20 that was removed in Redmond 2050. The substitution allowed applicants to provide one 50% AMI affordable housing unit in lieu of providing two 80% AMI affordable housing units. This general substitution provision was removed because the initial Redmond 2050 project approach for RZC 21.20 was for each subarea or zone to be updated with bespoke affordability requirements. However, the project approach was revised such that certain subareas did not receive bespoke affordability requirement updates. As such, a general substitution provision needs to be added back to the code.

Rationale

Alignment with Redmond 2050.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

None to date.

WORKING AMENDMENT:

21.20.030 General Requirements and Incentives.

E. ~~**Reserved.**~~ **Substitutions of 50 percent AMI units. Unless superseded by other provisions in RZC 21.20, Affordable Housing, developments may provide 50 percent AMI affordable housing units to satisfy affordable housing unit requirements of 80 percent AMI affordable housing units. Each 50 percent AMI affordable housing unit provided counts as two 80 percent AMI affordable housing units for the purpose of satisfying the affordable unit requirements associated with that development.**

REDMOND ZONING CODE

Code Amendment Summary

Miscellaneous Corrections in RZC Article I

Subject Matter Expert	*Jeff Churchill, Kimberly Dietz, Beckye Frey, Ian Lefcourte*
Author	*Jeff Churchill*
Policy Basis for Amendment	*PI-17: clear regulations that avoid duplication and inconsistency.*
Relevant Code Portions	RZC Table 21.08.200.B, Table 21.08.300.A, Table 21.10.200, Table 21.13.200.D, Table 21.04.0200, Table 21.12.500

Proposed Amendment Overview

The proposed amendment corrects several errors, inconsistencies, or implementation issues identified after the adoption of the Redmond 2050 Comprehensive Plan and related updates to development regulations. The amendment addresses only RZC Article I and includes:

- Neighborhood Residential zone garage setbacks.
- Neighborhood zones lot standards.
- Maximum building height examples.
- Kennels in the Manufacturing Park zone.
- Minimum height in Overlake.
- Clarification on incentive points for Overlake

Rationale

Clear and consistent regulations. Consistency with the Redmond 2050 Comprehensive Plan.

Neighborhood Residential Zone Garage Setbacks

First, the purpose of the code is to prevent parked vehicles from encroaching into sidewalks or rights of way. This issue is an issue for any of these five zones where driveways are likely to occur and there are residents making use of the sidewalks and rights of way. Second, and related, the City has an obligation under the Americans with Disabilities Act to maintain accessible sidewalks. Vehicles that overhang the sidewalk impair sidewalk accessibility.

Neighborhood Zones Lot Standards

Some lot standards were erroneously omitted from the November 2024 amendments to the June 2025 amendments. Proposed amendments add the relevant lot standards back into the code.

Maximum Building Height Examples

The math in the examples is incorrect and needs to be corrected.

Kennels in MP Zone

Kennels were previously permitted in the MP zone. When uses were "rolled-up" into broader use categories, kennels were inadvertently excluded from being permitted in the MP zone. This proposal corrects that error.

Minimum Building Height in Overlake

Most buildings in Overlake are subject to a minimum building height requirement. There are exemptions for covered entryway features, and there are averaging provisions that apply to single buildings and multibuilding sites. Accessory structures are often small and ancillary to overall site design. Exempting them makes practical sense and does not impede advancing Redmond 2050 goals for density in Overlake.

Clarification on Incentive Points for Overlake

The Overlake points to FAR conversion is not as clear in the code as the new table for the other zones. To provide clarity and transparency, proposing an edit to the Overlake conversion tables. Also providing a minor edit that clarifies which table applies to OUMF zone, based on developer feedback.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

None to date.

EXISTING CODE:

<see proposed amendments section below>

AMENDMENTS SUMMARY:

Chapter	Topic/Purpose of Edit	Description of Edit
21.04 Land Uses and General Provisions	Corrections (a typo and a few limitations from previous code that should have made the conversion but didn't) and clarifications	• **Table 21.04.0200,** correct Animal Kennel note in I zone from ~~L 15~~ to L 1 • **Table 21.04.0200,** add note 7 E to MP zone column in row titled "Education, government, health care and other institution" • **Table 21.04.0200** add to 7j: (unless permitted as a supplementary use per 21.04.2220.J) • **Table 21.04.0200** add cross references to parking facility: See also RZC 21.40 and RZC 21.58.5310. In shorelines see RZC 21.68.140. • **Table 21.04.0200** add note 27: Not allowed within 500 ft of Neighborhood zones • **Table 21.04.0200** add L 27 reference to UMU and BP zones
	Clarify that garage door setbacks apply throughout	Move Note 2 reference in **Table 21.08.300.A** from zone cell to row header cell (apply to all zones)

21.08 Neighborhood and Mixed-Use Zones		
	Reinstate minimum lot sizes and frontage requirements	Add regulations to development standards **Table 21.08.200.B** related to minimum lot sizes and minimum frontages
21.10 Downtown Zones	Correction to building height exemption example	Fix typo in **Table 21.10.200, Note 4**
21.12 Overlake Zones	Exemptions for accessory buildings and temporary structures	Add notes to minimum building height and minimum first floor clearance requirements to allow exemptions: • **Table 21.12.500, Note 2 and 5** that temporary and accessory structures are exempt.
21.13 Marymoor Village Zones	Correction to building height exemption example	Fix typo **in Table 21.13.200.D, Note 4**
21.55 Development Incentives	Clarifications (no change to current processes)	• Edit to tables **Table 21.13.4100.B and 4100.C** to show 0.02 FAR per point • Minor edit to make clear which table applied to OUMF.

PROPOSED AMENDMENTS:

21.04.0200 Nonresidential Use Table.

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
General Sales or Service																					
Retail sales	N	N	L 1, 2	L 2	L 2	L 1, 2	L 2	L 2, 7J	L 1, 2, 3e	L 2	L 2	L 1, 2	L 1, 2	L 1, 2, 3A, 3B, 3C	L 2, 20 / C	L 2, 15, 16 / C	L 2, 14, 23, 24, 25	N	N	N	Gasoline sales require a CUP. For kiosks and other temporary uses see RZC 21.04.4000 For animal sales, see RZC 21.04.2040 For vehicle sales, see RZC 21.04.2220
Cannabis retail sales	N	N	N	P	P	N	N	N	P	P	P	P	P	N	P	L 15	N	N	N	N	See RZC 21.04.2070
Business and service	N	N	L 1	P	P	P	P	L 7J	P	P	P	L 3E / C	L 3E	L 1, 3A, 3B, 3C, 3E	L 21	L 2, 7F, 7G, 7H, 16	L 2, 23	N	N	N	A CUP is required for auto rental and animal sales and services
Food and beverage	N	N	L 1	P	P	P	P	L 1, 17, 18, 19a	P	P	P	L 4	P	L 1, 4	L 17, 18, 19b	L 10, 17, 18, 19a	L 17, 18, 19b / C	N	N	N	For food carts, food trucks, and other temporary uses see RZC 21.04.4000
Food truck, pop-up retail court	N	L 1	L 1	P	P	P	P	N	P	P	N	P	P	N	P	P	P	N	N	N	See RZC 21.04.2140
Drive-up stand	N	N	N	P	P	P	P	P	P	P	P	P	P	N	P	P	N	N	N	N	See RZC 21.04.2090
Animal kennel/shelter	N	N	N	P	L 1	L 1	L 1	N	L 1	L 1	L 1	L 1	L 1	N	N	L 1 ~~15~~	N	L 15	C	N	See RZC 21.04.2040
Arts, Entertainment, and Recreation																					
Arts, entertainment, recreation, and assembly	L 1, 7a, 7b, 7c / C	L 1, 7a, 7b, 7c / C	L 1 / C	P	P	P	P	C	P	P	P	P	P	L 1, 7 / C	L 22	P	N	C	C	C	A CUP is required for athletic, sports, and play fields, marine recreation, and commercial swimming pools. See RZC 21.04.2210 and 21.04.2050 For special regulation for uses in the UR zone see RZC 21.04.2210

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
Golf course	L 2 / C	L 2 / C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2 / C	L 2 / C	N	See RZC 21.04.2210
Natural and other recreational park	P / C	P / C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P / C	C	A CUP is required for commercial facilities. See RZC 21.04.2210
Adult entertainment facilities	N	N	N	N	C	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	See RZC 21.04.2030
Education, Public, Health, and Other Institutions																					
Education, government, health care and other institution	L 1 / C	L 1 / C	L 1 / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	L 2, 7D, 7E, 16 ~~15~~ / C	N	N	L 26 / C	N	A CUP is required for educational facilities with capacity > 150 full-time-equivalent students. A CUP is required in the RA-5 zoning district.
Day care center	L 13 / C	L 13 / C	L 13	P	P	P	P	P	P	P	P	P	P	P	P	L 15	N	N	N	N	A CUP is required in NR and NMF. See RZC 21.04.2080
Family day care provider	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N	P	P	See RZC 21.04.1150
Faith-based	P / C	P / C	N	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	P / C	N	N	N	N	A CUP is required for uses with over 250 seats. See RZC 21.04.2130
Funerary	P / C	P / C	N	N	P	N	P	P	P / C	P / C	P / C	P / C	P / C	N	N	P / C	N	N	N	N	A CUP is required for uses with over 250 seats. See RZC 21.04.2130
Secure community transition facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	See RZC 21.76.070.M
Manufacturing and Wholesale Trade																					
Manufacturing and wholesale trade	N	N	N	N	L 2	N	L 1, 2	L 1, 2	N	N	N	L 3D	L 3D	N	L 2	L 2	L 2	N	N	N	See RZC 21.04.2170
Artisanal manufacturing, retail sales, and service	N	N	L 1	L 1	P	L 1	P	P	L 1	L 1	L 1	L 1, 3E	L 1, 3E	N	P	L 2	L 2	N	N	N	

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
Cannabis processing	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	N	N	See RZC 21.04.2070
Transportation, Communication, and Utilities																					
Postal services	N	N	N	N	N	N	N	P	P	P	P	P	P	N	N	P	N	N	N	N	
Automobile parking facility	N	N	N	N	L 27	N	P	N	N	P	P	N	N	N	L 27 ~~P~~	N	N	N	N	N	See RZC 21.40 and RZC 21.58.5310. In shorelines see RZC 21.68.140.
Truck and freight transportation	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N	L 2	L 2	N	N	N	See RZC 21.04.2220
Towing operators and auto impoundment yards	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	L 2	N	N	N	See RZC 21.04.2220
Road, ground passenger, and transit transportation	N	N	N	N	P	L 1	L 1	P	N	P	P	P	P	N	P	P	P	N	N	N	
Rail transportation	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	
Heliport	L 9 / C	L 9 / C	N	N	P	N	C	C	N	N	N	N	N	N	C	C	C	N	N	N	
Rapid charging station	N	N	N	P	P	L 14	P	P	P	P	P	L 1	L 1	L 1	L 14	L 14	L 14	N	N	N	
Wireless communication facilities	P	P	L 1 / C	P	P	L 1 / C	P	P	L 1 / C	P	P	L 1 / C	L 1 / C	P	P	P	P	N	P	P	See RZC 21.04.2230. A CUP is required for large satellite dishes; amateur radio tower; antenna array, base station, and support structures
Local utilities	P	P	L 1 / C	L 1 / C	P	L 1 / C	L 1 / C	L 1 / C	P	P	P	P / C	P / C	P / C	P	P	P	N	P	P	A CUP is required if 40 feet in height or greater
Regional utilities	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	L 1 / C	P / C	P / C	P / C	P	P	P	N	C	C	A CUP is required if 40 feet in height or greater
Solid waste transfer and recycling	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2	L 2	N	N	N	

Nonresidential Uses by Zone P = A use class is permitted L = Limited use, see note number(s) indicated C = A conditional use permit (CUP) is required N = Not permitted	Neighborhood Zones			Citywide Mixed-Use Zones		Marymoor Village Zones			Downtown Zones			Overlake Zones			Nonresidential Zones						Notes and References
	NR	NMF	NMU	CMU	UMU	MME	MMC	MMM	DTE	DTC	TWNC	OV	OBAT	OUMF	BP	MP	I	UR	RA-5	COS	
Hazardous waste treatment and storage, incidental	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2	L 2	L 2	N	N	N	See RZC 21.04.2160
Hazardous waste treatment or storage, primary	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2 / C	L 2	N	N	N	See RZC 21.04.2160
Water extraction well	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2	N	N	
Agriculture																					
Animal production	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 11	L 11	N	See RZC 21.04.2040
Crop production	P	P	P	N	N	P	N	N	P	N	N	P	P	P	N	N	N	P	P	N	
Cannabis production	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	See RZC 21.04.2070
Equestrian facility	L 12 /C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	See RZC 21.04.2040
Roadside produce stand	P	P	P	P	P	P	P	N	P	P	P	P	P	N	N	N	N	P	P	N	
Other																					
Construction-related business	N	N	N	N	N	N	N	P	N	N	N	L 3D, 3E, 6	L 3D, 3E, 6	N	P	L 2	L 2	N	N	N	
Mining and extraction establishment	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	L 2/C	N	N	N	See RZC 21.04.2180
Wetland mitigation banking	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	P	

Notes and Limitations

1 Shall not be materially detrimental in terms of noise, truck traffic, vibrations, odors, and other potential operational impacts with neighborhood units or nearby mixed-use/residential developments. Application of this note is limited in the MMC and MMM zoning districts to new structures permitted after June 17, 2017.

2 For properties in a CARA this use may be restricted or prohibited. See RZC 21.64.050.

3 Uses Not Permitted:

a. Gasoline service;
b. Outdoor automobile sales, rental or service;
c. Rental storage and mini-warehouses;
d. Warehouse and storage services;

e. Outdoor storage.

4 Limited to less than 75,000 square feet gross floor area in a single use.

5 Membership wholesale/retail warehouse limited to showroom only with a maximum size of 75,000 square feet gross floor area.

6 Administrative office/business functions only.

7 Is limited to:

a. Athletic, sports, and play fields.
b. Marine recreation.
c. Commercial swimming pools.
d. Education facilities allowed in MP zones outside of MP Overlay but limited to technical, trade, and other specialty schools only.
e. Animal kennels.
f. Real estate services limited to mini-warehouse/self-storage only.
g. Professional services limited to research and development services and other uses that support another permitted use within the MP zone only.
h. Administrative services limited to corporate headquarters and regional offices associated with manufacturing and wholesale trade uses within an MP zone.
i. Athletic club or fitness center.
j. Repair and rental of goods **(unless permitted as a supplementary use per 21.04.2220.J)**

8 Includes noncommercial indoor recreation uses, such as community clubhouses, indoor swimming pools, and other similar facilities.

9 Permitted only abutting Lake Sammamish. Excludes medical airlift.

10 Limited to mixed-use developments. Not permitted as a stand-alone use.

11 All commercial livestock, dairy and fowl enterprises limited to lots 35,000 square feet in size or larger, and must meet Seattle-King County Health Department regulations and the regulations of Redmond's Municipal Code. Personal, noncommercial livestock, dairy, and fowl activities are considered an accessory use and are allowed; provided, that all Health Department and Municipal Code requirements are met.

12 Limited to lots 35,000 square feet or larger.

13 Day care uses are only permitted in a building or building complex used for other uses, such as a school, church, meeting hall, or some other building used for more than one purpose.

14 Shall not be located on a parcel that abuts a Neighborhood Residential or Neighborhood Multifamily zone.

15 Only allowed in the MP Overlay (see note 7D for educational facilities).

16 **The following uses are limited** ~~**Limited**~~ to MP Overlay only: pet and animal sales or services (except veterinary), ambulatory and outpatient health care services, health and personal care, and finance and insurance.

17 Shall be located in multi-tenant buildings or a single building in a multibuilding, multi-tenant complex.

18 Fifty-person seating capacity, except when associated with manufacture of food or kindred products. In that case, maximum is 100-person seating capacity, so long as the seating area does not occupy more than 25 percent of combined gross floor area. The seating limit does not apply when the use is secondary to a winery or brewery, but the 25 percent limit continues to apply.

19 Hours of operation limited to:

a. 6:00 a.m. – 12:00 p.m. in the MMM and MP zoning districts.
b. 6:00 a.m. – 10:00 p.m. in the BP and I zoning districts.

20 Not permitted north of NE 90th Street and west of Willows Road.

21 Finance and insurance, convenience use, and personal services uses:

a. Permitted in Willows/Rose Hill Neighborhood north of NE 95th Street only.
b. Must be closed a minimum of four hours in any 24-hour period.
c. Minimum size per tenant is 1,000 square feet gfa.
d. Maximum size per tenant is 20,000 square feet gfa.
e. Shall be secondary use in multi-tenant building; shall not be located in separate building containing only convenience uses.

22 Maximum size is 30,000 square feet gfa in Willows/Rose Hill Neighborhood north of NE 95th Street.

23 For automobile sales, service, or repair:

a. May occupy up to 25 percent of the combined gross floor area.
b. Vehicle display area shall be outside of required parking and landscape areas.
c. Vehicles shall be stored on paved surfaces.
d. Advertising signs are not permitted on the outside of vehicles. Signs providing information about the vehicle, such as year, make, model, etc., may be displayed on the outside of or in the windows of vehicles.
e. Vehicle repair shall be conducted indoors.

24 Outdoor loudspeaker systems are prohibited.

25 Razor wire, chain link, and barbed wire fences prohibited on street or access frontage.

26 Limited to government and administration uses only.

27 Not allowed within 500 ft of Neighborhood zones.

21.08.200 Development Standards.

A. All legal lots in Citywide Mixed-Use zones are allowed the greater of either the maximum allowed floor area ratio (FAR) or 10,000 square feet of buildings, provided all other applicable site requirements are met.

B. Table 21.08.200.B contains the basic zoning regulations that apply to development within the Neighborhood and Mixed-Use zones.

Table 21.08.200.B. Neighborhood and Mixed-Use Development Standards

Development Standards	Neighborhood Zones			Citywide Mixed-Use		References
	NR	NMF	NMU	CMU	UMU	
Base Maximum Dwelling Units Per Lot (w/o one on-site affordable housing unit)	6	N/A	N/A	N/A	N/A	
Base Maximum Dwelling Units Per Lot (with one on-site affordable housing unit)	8	N/A	N/A	N/A	N/A	RZC 21.20.060.A.1, at least one affordable unit, affordable to households earning up to 80 percent AMI, must be provided on site on the same lot.
Base Maximum FAR (w/o Incentives)	N/A	1.1 [1]	0.6 [1]	2.0 [1]	4.5 [1]	
Maximum FAR with incentives (outside TOD Focus Area / inside TOD Focus Area)	N/A	1.5 / N/A	1.0 [2] / N/A	3.0 / N/A	6.5 / 8.0	Portions of UMU zones qualify for Marymoor Village TOD incentives. See RZC Chapters 21.05 and 21.55.
Commercial Square Feet	N/A	N/A	Min. 500 sq. ft.	N/A	No Net Loss [3]	
Ground Floor Ceiling Height (minimum)	N/A	N/A	N/A	16 ft. [4, 5]	20 ft. [4, 5]	Applicable to nonresidential and mixed-use projects.
Base Maximum Height (w/o Incentives)	38 ft.	60 ft.	38 ft.	45 ft. [6]	60 FT [6]	• See RZC Chapter 21.58 for design standards options impacting maximum building height. • Portions of UMU zones qualify for Marymoor Village TOD incentives. See RZC Chapters 21.05 and 21.55. • See RZC Chapter 21.55 for incentive adjustments to building height. • See RZC 21.58.5200, Towers, for additional regulations regarding building heights and floorplates.
Maximum Height with Incentives (outside TOD Focus Area / inside TOD Focus Area)	N/A	N/A	N/A	65 ft. / N/A [6]	85 ft. / 144 ft. [6]	
Maximum Impervious Surface	70% [7]	75% [7]	70% [7]	70% [7]	75% [7]	
Lot Coverage	50% / 60% [8]	60%	60%	65%	70%	
Average Minimum Lot Size	3,000 sq. ft.	n/a	3,000 sq. ft.	n/a	n/a	
Lot Frontage Minimum	20 ft.	30 ft.	20 ft.	n/a	n/a	

NOTES:

1 The FAR may be calculated for the entire project then distributed across the site throughout multiple buildings and phases provided the maximum FAR is not exceeded. Where publicly accessible open space and amenities are provided on upper stories or rooftop, and spaces meet all requirements of RZC 21.36.400, the FAR for those spaces may be excluded from maximum FAR calculations when spaces include access to adjacent outdoor spaces designed per RZC 21.36.400, plaza and open space design criteria.

2 Maximum FAR can be increased through incentives if the property contains one or more housing units. Incentives are not available for properties that do not contain housing. See RZC Chapter 21.55.

3 New development must retain or replace existing commercial square footage (excluding hotel and lodging uses). Development may reallocate or modify areas allocated to commercial uses, subject to a minimum floor area and active pedestrian uses requirements to be negotiated as a condition to any development agreement.

4 Exemptions from ground floor ceiling height requirements:

a. Buildings that do not contain nonresidential uses; and

b. Buildings where 100 percent of residential units are affordable housing units meeting the affordability threshold of RZC Chapter 21.20; and

c. Where buildings that are interior to the lot and not adjacent to a public parking garage, an urban pathway or other pedestrian-oriented sidewalks or pathways; and

d. Parcels zoned UMU within the Marymoor Village Center shall have a minimum 16-foot ground floor ceiling height to be consistent with the adjacent Marymoor Core zone.

5 A minimum of 50 percent of the first floor nonresidential space must meet the minimum ceiling height. First floor nonresidential spaces shall have a ceiling height of 16 feet minimum for the entire first floor.

a. Where first floor ceiling height varies, the tallest ceiling heights shall be provided on street frontage, spaces fronting urban pathways and/or mid-block connections, and in parking garage loading/unloading and waste pickup areas.

b. For portions of the building that have a first floor ceiling height greater than 10 feet to meet minimum ground floor ceiling height requirements, the additional ground floor ceiling height may increase the maximum building height. For example, if first floor is 20 feet, the maximum building height increases by 10 feet (20 - 10 = 10 foot increase in max building height).

6 Properties in the CARA

a. In the critical aquifer recharge area (CARA), construction methods for building foundation support will be limited to types that can be constructed to meet temporary construction dewatering (TCD) requirements of RMC Chapter 13.25.

b. Where underground parking is not possible due to RMC Chapter 13.25's TCD limitations, the maximum building height may be exceeded by up to 12 feet if all of the following criteria are met:

i. The additional height is the result of building a maximum of one level of additional above-grade parking; and

ii. Proposed parking added by the additional height shall not exceed the maximum fully dedicated parking ratios in RZC Chapter 21.40; and

iii. The additional height on street frontages meets a 20 foot step-back to limit impacts to the pedestrian realm.

7 Other regulations will impact the impervious surface area and may result in less than the maximum impervious area. These include but are not limited to critical areas requirements, open space and landscaping requirements, parking, mid-block connections, utility easements, and stormwater management.

8 Lot coverage for structures maximum will be 60 percent of total area for lots which meet the following requirements:

a. The lot is 18,000 square feet or less; and

b. The lot contains at least three dwelling units.

…

21.08.300 Street Typology and Relationship to Buildings.

A. ***Building and Street Relationships.***

1. The table below sets standards that contribute to an attractive public realm.

2. Improvements less than 30 inches above grade, including decks, patios, walks and driveways are permitted in setbacks. Fences, landscaping, flagpoles, street furniture, transit

shelters, and slope stability structures are permitted in setback areas; provided, that all other applicable requirements are met. No other structures, including accessory structures, are permitted in setback areas.

3. Administrative design flexibility for setbacks is allowed for site-specific conditions that limit the ability to place the building at the street level, including but not limited to topography, easements, SR 520 ROW, or trails.

Table 21.08.300.A. Neighborhood and Mixed-Use Building Placement Standards

Development Standards	Neighborhood Zones			Citywide Mixed Use		References
	NR	NMF	NMU	CMU	UMU	
Front Setback Min.	10 feet	30 feet	10 feet	10 feet	10 feet	NMU reduced front setback for commercial spaces (2 feet)
Side (Street) Setback Min.	10 feet [1]	15 feet	10 feet	10 feet	10 feet	
Side (Interior) Setback Min.	3 feet [1]	15 feet	3 feet	10 feet	10 feet	
Rear Setback Min.	5 feet	10 feet	5 feet	10 feet	10 feet	
Garage Setback from main building frontage, Min. [2]	N/A	N/A	3 feet ~~2~~	N/A	N/A	
Alley Setback Min.	2 feet	4 feet	2 feet	N/A	N/A	
Lake Sammamish Setback Min.	35 feet	35 feet	35 feet	N/A	N/A	
Building Separation Min.	5 feet [1]	15 feet	5 feet	N/A	N/A	

NOTES:

1 Zero lot line exception: Standards may vary for developments that comply with the zero lot line regulations in RZC 21.16.200.D.

2 If a residential garage door or carport faces the street front, the minimum driveway depth outside the building – measured from the outer edge of the existing or ultimate sidewalk, or from the right-of-way line, whichever is closer to the building – shall be at least 18 feet, to prevent vehicle parking on the driveway from overhanging into the sidewalk or right-of-way area.

…

21.10.200 Downtown Development Standards.

A. All legal lots are allowed the greater of either the maximum allowed floor area ratio (FAR) or 10,000 square feet of buildings provided all other applicable site requirements are met.

B. Table 21.10.200 contains the basic zoning regulations that apply to development within the Town Center (TWNC), Downtown Core (DTE), and Downtown Edge (DTE) zoning districts.

Table 21.10.200. Downtown Development Standards

Development Standards	Downtown Zones			Notes
	TWNC	DTC	DTE	
Base Max FAR (w/o incentives)	5.0 [1]	4.5 [1]	3.0 [1]	
Max FAR w/ incentives (outside TOD focus area/inside TOD focus area)	6.5 / 8.0 [1]	6.5 / 8.0 [1]	3.75 [1] / N/A	Additional floor area can be earned with incentives (see RZC Chapter 21.55) and through the transfer of development rights program (see RZC Chapter 21.48).
Base Max Height (w/o incentives)	60 ft. [2]	60 ft. [2]	45 ft. [2]	• See RZC Chapter 21.58 for building design options with building height impacts. • See RZC Chapter 21.55 for incentive adjustments to building height. • See RZC 21.58.5200, Towers, for additional regulations regarding building heights and floorplates.
Max Height with Incentives (outside TOD Focus Area 144 / inside TOD Focus Area)	85 ft. / 144 ft. [2,3,4,5]	85 ft. / 144 ft. [2,3,4,5]	60 ft. [2,3,4,5] / N/A	
Ground Floor Ceiling Height (minimum) in TOD Focus Area	16 ft. [3,4]	16 ft. [3,4]	16 ft. [3,4]	Applicable to nonresidential and mixed-use projects.
Lot Coverage	100% [6]	100% [6]	100% [6]	

Notes:

1 Floor Area Ratio: The FAR may be calculated for the entire project then distributed across the site throughout multiple buildings and phases, provided the maximum FAR is not exceeded.

2 Building Height

a. Building height is limited to three stories for parcels fronting Leary Way from NE 80th Steet to a half-block south of NE 76th Street.

b. Additional height can be earned with incentives (see RZC Chapter 21.55) and through the transfer of development rights program (see RZC Chapter 21.48).

c. Additional height can be earned by utilizing specified architectural techniques in RZC Chapter 21.58 or via incentives in RZC Chapter 21.55.

d. The height limit in the Shoreline Jurisdiction (SMP) is 35 feet (see RZC 21.68.020).

3 Exemptions from ground floor ceiling height requirements:

a. Buildings that do not contain nonresidential uses; and

b. Buildings where 100 percent of residential units are affordable housing units meeting the affordability threshold of RZC Chapter 21.20; and

c. Where buildings that are interior to the lot and not adjacent to a public parking garage, an urban pathway or other pedestrian-oriented sidewalks or pathways.

4 A minimum of 50 percent of the first floor nonresidential space must meet the minimum ceiling height of 16 feet.

a. Where first floor ceiling height varies, the tallest ceiling heights shall be provided on street frontage, spaces fronting urban pathways and/or mid-block connections, and in parking garage loading/unloading and waste pickup areas.

b. For portions of the building that have a first-floor ceiling height greater than 10 feet to meet minimum ground-floor ceiling height requirements, the additional ground floor ceiling height may increase the maximum building height. For example, if first floor is 16 feet, the maximum building height increases by **six** ~~10~~ feet (16 - 10 = six foot increase in maximum building height).

5 Properties in the CARA

a. In the critical aquifer recharge area (CARA), construction methods for building foundation support will be limited to types that can be constructed to meet temporary construction dewatering (TCD) requirements of RMC Chapter 13.25.

b. Where underground parking is not possible due to RMC Chapter 13.25's TCD limitations, the maximum building height may be exceeded by up to 12 feet if all of the following criteria are met:

i. The additional height is the result of building a maximum of one level of additional above-grade parking; and

ii. Proposed parking added by the additional height shall not exceed the maximum fully dedicated parking ratios in RZC Chapter 21.40; and

iii. The additional height on street frontages meets a 20-foot step-back to limit impacts to the pedestrian realm.

6 Other regulations will impact the maximum lot coverage and may result in less than the maximum, including critical area requirements, open space and landscaping requirements, parking, mid-block connections, utility easements, and stormwater management.

…

21.12.500 Overlake Development Standards.

The following table contains the basic zoning regulations that apply to development within the Overlake Village (OV), Overlake Business and Advanced Technology (OBAT), and Overlake Urban Multifamily (OUMF) zones:

Table 21.12.500. Overlake Development Standards

Development Standards	Overlake Zoning Districts			Notes
	OV	OBAT	OUMF	
Base FAR [1] (w/o Incentives)	5	3	3	
Maximum FAR With Incentives	FAR maximum waived when maximizing incentive program	Outside TOD Focus Area: maximum 9.5 FAR Inside TOD Focus Area: FAR maximum waived when maximizing incentive program		See RZC 21.12.600 for incentive related adjustments to FAR [3]
Minimum Height	4 stories or 45 feet, whichever is less [2]	In TOD Focus Area: 4 stories or 45 feet whichever is less [2] Elsewhere: 3 stories or 35 feet, whichever is less [2]	3 stories or 35 feet, whichever is less [2]	
Base Maximum Height (w/o Incentives)	Mixed-use: 14 stories or 150 feet, whichever is less [3, 4] Nonresidential: 8 stories or 120 feet, whichever is less [3, 4]	Mixed-use: 14 stories or 150 feet, whichever is less [3, 4] Nonresidential: 8 stories or 120 feet, whichever is less [3, 4]	8 stories or 85 feet, whichever is less [3]	
Maximum Height With Incentives	300 feet [4b]	Outside TOD Focus Area: 230 feet [4] Inside TOD Focus Area: 300 feet [4b]	160 feet [4]	See RZC 21.12.600 for incentive related adjustments to building height.

Development Standards	Overlake Zoning Districts			Notes
	OV	OBAT	OUMF	
Ground Floor Ceiling Height (minimum) in TOD Focus Area	16 feet [5, 6]	16 feet [5, 6]	14 feet [5]	Ground floor ceiling height not applicable outside of TOD Focus Area
Maximum Impervious Surface	100% [7]	80%	60%	

Notes:

1 The FAR may be calculated for the entire project then distributed across the site throughout multiple buildings and phases provided the maximum FAR is not exceeded and no building is less than the minimum building height. Where publicly accessible open space and amenities are provided on upper stories or rooftop, and spaces meet all requirements of RZC 21.12.600.D.5 (see note 1 for Table 21.12.600.D.5.a), the FAR for those spaces may be excluded from maximum FAR calculations when spaces include access to adjacent outdoor spaces designed per RZC 21.36.400 open space design requirements.

2 **Minimum building height:**

a. Portions of a building may be lower than the minimum building height providing that 80 percent of the building meets or exceeds minimum building height. Covered entryway features, including port-cochere pick-up and drop-off zones, are exempt from minimum building height requirements.

b. **Accessory and temporary building are exempt.**

3 Maximum height is limited to three stories or 35 feet, whichever is less, within 150 feet of adjacent Neighborhood Residential zoning districts or equivalent zoning district outside of Redmond.

4 Building Height Exemptions:

a. Maximum building height does not include mechanical equipment (see RZC 21.60.040.B.7.c for rooftop screen design standards).

b. Where rooftop amenities are offered, including restaurants, observation areas, childcare and activity spaces, and services for tenants and/or are publicly accessible, those amenity spaces may exceed the maximum building height by one story or 14 feet, whichever is greater, but may not exceed 30 stories.

c. Maximum building height may be exceeded for ground floor ceiling heights in greater than the minimum required (see note 6b below).

5 Exemptions From Ground Floor Ceiling Height Requirements:

a. Buildings where 100 percent of residential units are affordable housing units meeting the affordability threshold of RZC Chapter 21.20; and

b. Where buildings that are interior to the lot and not adjacent to a public parking garage, an urban pathway or other pedestrian-oriented sidewalks or pathways.

c. Accessory and temporary building are exempt.

6 A minimum of 50 percent of the first-floor space must meet the minimum ceiling height. At no point do the first-floor nonresidential spaces have a ceiling height of less than 14 feet.

a. Where first floor ceiling height varies, the tallest ceiling heights shall be provided on street frontage, spaces fronting urban pathways and/or midblock connections, and in parking garage loading/unloading and waste pickup areas.

b. For portions of the building that have a first-floor ceiling height greater than 14 feet, the additional ground floor ceiling height may increase the maximum building height (example: if first floor is 20 feet, the maximum building height increases by six feet (20 - 14 = 6).

7 Other regulations will impact the impervious surface area and may result in less than 100 percent, including open space and landscaping requirements, parking, midblock connections, utility easements, stormwater management, etc. To meet stormwater management, you are required to evaluate the infiltration capacity of the soil and design building infrastructure to accommodate full infiltration of roof areas where feasible.

…

21.13.200 Marymoor Village Development Regulations.

A. All legal lots are allowed the greater of either the maximum allowed floor area ratio (FAR) or 10,000 square feet of buildings, provided all other applicable site requirements are met.

B. Each zone has a minimum FAR; the minimum FAR is the minimum required FAR for a development proposal requiring a land use permit, excluding administrative modifications. In no case shall proposed FAR exceed the maximum combined FAR.

C. Master plans are required for all developments encompassing at least three acres and are optional for sites under three acres.

D. The following table contains the basic zoning regulations that apply to development within the Marymoor Core (MMC), Marymoor Edge (MME), and Marymoor Manufacturing (MMM) zoning districts.

Table 21.13.200.D. Marymoor Village Development Standards

Development Standards	Marymoor Village Districts			Notes
	MMC	MME	MMM	
Min. FAR	1.5	1.5	0.5	
Max. FAR (no incentives / with incentives)	3.0 / 8.0 [1]	2.54 / 8.0 [1]	1.4 / 2.0 [1]	See RZC Chapter 21.55 for incentive adjustments to FAR
Max. Height (no incentives / with incentives)	45 ft. / 144 ft. [2]	38 ft. / 144 ft. [2]	38 ft / 45 ft [2]	• See RZC Chapter 21.55 for incentive adjustments to building height. • See RZC 21.13.300.E, upper story step-backs, and RZC 21.58.5200, Towers, for additional regulations regarding building heights and floorplates. • Development above six stories does not qualify for the Marymoor Village Infill Exemption (see RZC 21.70.095).
Ground Floor Ceiling Height (min.) in TOD Focus Area	16 ft [3,4]	16 ft [3,4]	16 ft [3,4]	• Applicable to nonresidential and mixed-use projects. • See RZC 21.13.300.D, Ground Floor Uses.
Max. Impervious Surface	75% [5]	70% [5]	70% [5]	
Min. Land Dedication for Stormwater Infiltration	7%	7%	7%	
Max. Lot Coverage	70%	65%	55%	

Notes:

1 FAR may be calculated for the entire project then distributed across the site throughout multiple buildings and phases provided the maximum FAR is not exceeded. Where publicly accessible open space and amenities are provided on upper stories or rooftop, and spaces meet all requirements of RZC 21.36.200, the FAR for those spaces may be excluded from max FAR calculations when spaces include access to adjacent outdoor spaces designed per RZC Chapter 21.36, Open Space.

2 Properties in the CARA

a. In the critical aquifer recharge area (CARA), construction methods for building foundation support will be limited to types that can be constructed to meet temporary construction dewatering (TCD) requirements of RMC Chapter 13.25.

b. Where underground parking is not possible due to RMC Chapter 13.25's TCD limitations, the maximum building

height may be exceeded by up to 12 feet if all the following criteria are met:

i. The additional height is the result of building a maximum of one level of additional above-grade parking; and

ii. Proposed parking added by the additional height shall not exceed the maximum fully dedicated parking ratios in RZC Chapter 21.40; and

iii. The additional height on street frontages meets a 20-foot step-back to limit impacts to the pedestrian realm.

3 Exemptions from ground floor ceiling height requirements:

a. Buildings that do not contain nonresidential uses; and

b. Buildings where 100 percent of residential units are affordable housing units meeting the affordability threshold of RZC Chapter 21.20; and

c. Where buildings that are interior to the lot and not adjacent to a public parking garage, an urban pathway or other pedestrian-oriented sidewalks or pathways.

4 A minimum of 50 percent of the first-floor nonresidential space must meet the minimum ceiling height of 16 feet.

a. Where first floor ceiling height varies, the tallest ceiling heights shall be provided on street frontage, spaces fronting urban pathways and/or mid-block connections, and in parking garage loading/unloading and waste pickup areas.

b. For portions of the building that have a first-floor ceiling height greater than 10 feet to meet minimum ground-floor ceiling height requirements, the additional ground floor ceiling height may increase the maximum building height. For example, if the first floor is ~~20~~ 16 feet, the maximum building height increases by six ~~10~~ feet (16 - 10 = 6 foot increase in max building height).

5 Other regulations will impact the impervious surface area and may result in less than the maximum impervious area. These include but are not limited to critical areas requirements, open space and landscaping requirements, parking, mid-block connections, utility easements, and stormwater management.

…

21.55.4100 Overlake Bonuses.

A. Thresholds for bonuses earned are discounted for the first five years after adoption to help facilitate the transition to mass timber and tower developments, as well as accelerating the implementation of the Redmond 2050 vision established in the Redmond Comprehensive Plan. The maximum bonus is achievable at 200 points during this initial phase but will be raised incrementally over time to no more than 400 points.

B. ***Outside the Overlake TOD Focus Area*** ~~and~~ or ***in OUMF Zone.*** Bonuses earned outside the TOD Focus Area ~~and~~ or in the OUMF zone have the following threshold and maximums. Where points earned are fractional, they shall be rounded to the nearest whole number to determine bonuses earned.

Table 21.55.4100.B. Bonuses in Overlake, Outside of TOD Focus Area ~~and~~ or in OUMF Zone

Points Earned	FAR Earned	Max Building Height	
		OBAT (mixed-use/ non-residential)	OUMF
1 – 50	~~Per calculation~~ 0.02	160 ft./135 ft.	100 ft.
51 – 100	~~Per calculation~~ 0.02	175 ft./150 ft.	115 ft.
101 – 150	~~Per calculation~~ 0.02	190 ft./165 ft.	130 ft.
151 – 200	~~Per calculation~~ 0.02	210 ft./180 ft.	145 ft.
Over 200 points	0.02, Max FAR of 9.5	230 ft./200 ft.	160 ft.

C. Inside the Overlake TOD Focus Area.

Table 21.55.4100.C. Bonuses in Overlake, Inside the TOD Focus Area

Points Earned	FAR Earned	Max Building Height	Other Bonus Earned
1 – 50	~~Per calculation~~ 0.02	180 ft.	
51 – 100	~~Per calculation~~ 0.02	200 ft.	
101 – 150	~~Per calculation~~ 0.02	240 ft.	Projects earning over 100 points may combine the transfer of development rights program with the incentive program
151 – 200	~~Per calculation~~ 0.02	280 ft.	
Over 200 points	No FAR restrictions	300 ft.	If top floor is amenity space, may exceed 320 ft. by one additional story (see note 4 of Table 21.55.500), not to exceed 30 stories

REDMOND ZONING CODE

Code Amendment Summary

Miscellaneous Corrections in RZC Article II

Subject Matter Expert	*Jeff Churchill, Ian Lefcourte*
Author	*Jeff Churchill*
Policy Basis for Amendment	*PI-17: clear regulations that avoid duplication and inconsistency.* *HO-1*
Relevant Code Portions	21.04.1110.C, RZC 21.20.020, 21.20.030.L, 21.48.010, 21.55.4100.B

Proposed Amendment Overview

The proposed amendment updates various provisions in RZC Article II for consistency with the Redmond 2050 Comprehensive Plan and related development regulations. The amendment addresses:

- Exempting manufactured homes sited within manufactured home parks from affordable housing requirements.
- Allowing accessory dwelling units to satisfy affordable housing requirements.
- Correcting various outdated provisions in the transfer of development rights program

Rationale

Manufactured Homes sited within Manufactured Home Parks

Redmond currently has 3 manufactured home parks. It is unlikely that more manufactured home parks will be created in Redmond. Manufactured homes represent one of the rare homeownership opportunities that serves lower-income households. The proposal removes the burden of creating cost-controlled, income-restricted for manufactured home parks.

Accessory Dwelling Units

RZC 21.20, correctly, allows ADUs to satisfy affordability. RZC 21.04.1110.C.5, incorrectly, prohibits ADUs to satisfy affordability. Rationale of amendment is to amend 21.04 to allow ADUs to satisfy affordability.

Transfer of Development Rights

- Pre-Redmond 2050 language about the relationship between TDR's and affordable housing remains and should be repealed for consistency.
- TDR's can be used to gain more than one additional story in certain circumstances. The existing language for this is unclear and suggests that the value of TDR's doubles in these areas, which is not the intention nor how the program has been administered. The proposal clarifies this language.
- For most areas, TDR bonuses can be combined with bonuses earned through the development incentive program in RZC Chapter 21.55. However, this allowance was inadvertently omitted for areas in Overlake outside the TOD focus area. The proposal corrects that.

Key Decision Points (as applicable)

None to date.

Stakeholder Feedback to Date

Comment that collaboration and communication are more democratic than attempting to impose will.

PROPOSED AMENDMENT:

21.20.020 Applicability.

A. This chapter applies to:

1. All new residential and mixed-use developments**, except manufactured homes parks and manufactured homes sited within manufactured home parks**; …

RZC 21.20.030.L

L. Accessory Dwelling Units (ADUs) may be used to meet the requirements of this section in the Neighborhood Zones, provided that the ADU is at least 900 square feet~~.~~ **and all other applicable RZC 21.20 requirements are satisfied, including an affordable housing agreement as described in RZC 21.20.080.**

RZC 21.04.1110.C

~~**5. Affordability Requirement. ADUs shall not be used to meet any requirement to provide affordable dwelling units per RZC Chapter 21.20, Affordable Housing.**~~

~~**6.**~~ **5.** Applicable Codes - ADUs. The portion of the dwelling in which the accessory dwelling unit is proposed must comply with all standards for health and safety contained in all applicable codes, with the exception of the ceiling height requirements of the International Building Code. The Building Official may waive the ceiling height requirements of this chapter if it is determined that the structure was built in compliance with past building code requirements.

RZC 21.48.010 Transfer of Development Rights Program.

A. ***Purpose.*** The purpose of Redmond's Transfer of Development Rights (TDR) Program is to advance Comprehensive Plan goals and policies that address the protection of environmentally critical areas, historic resources (including archeological resources), **and** open spaces~~**, and the ability to provide affordable housing,**~~ by transferring the right to develop on the land needing protection to land more suitable for urban development.

<<administrative note: no changes to subsection B>>

C. ***Sending Area Properties.***

1. Land is eligible if it complies with all of the criteria for at least one of the eligibility categories as described in Table 21.48.010A, Eligibility Categories and Criteria, and with all of the criteria in RZC 21.48.010.C.2.

Table 21.48.010A
Eligibility Categories and Criteria

Eligibility Category	Eligibility Criteria
Urban Recreation	A. Located in the UR zone; and B. Wholly undeveloped or in agricultural or recreational use.
Historic	A. Listed on the Redmond Historic Resource Register; or B. Otherwise eligible under RZC Chapter 21.30, Historic and Archeological Resources.
Environmentally Critical Area	A. Located in one or more of the following areas: 1. Species Protection Area; 2. Category I or Category II wetland or wetland buffer; 3. Class I or Class II stream or stream buffer; 4. Landslide hazard area or buffer; 5. Contiguous forest community characterized by a qualified arborist or ecologist as: a. Having three layers of vegetation – canopy, subcanopy/shrub, and herb – dominated by native species; and b. Having at least 20 percent of canopy trees estimated to be at least 50 years of age; and c. Measuring at least one acre; and B. Wholly undeveloped, or partially undeveloped or vacant, where the Administrator determines that eligible environmentally critical areas listed in (A) above could be maintained without compromising the ecological functions and values of those critical areas.
~~Affordable Housing~~	~~A. Complies with RZC 21.48.010.G, Affordable Housing Bonus.~~

2. The following criteria must also be met:

a. The land's development rights or development capacity shall not have been exhausted, sold, or transferred; or limited by easements, deed restrictions, equitable servitudes, or similar measures to any of the following:

i. Agriculture, recreation, open space; or

ii. Preservation of environmentally critical areas and their buffers, as described in Table 21.48.010A, through means including, but not limited to, a Native Growth Protection Area or open space easement.

b. The land shall not have been granted a reasonable use exception under RZC 21.76.070.U, Reasonable Use Exception (Critical Areas/Hazardous Liquid Pipelines, etc.). Nothing in this chapter shall require that a reasonable use exception granted under the reasonable use provision equal the economic value of the TDRs granted under this chapter.

c. The land shall not be part of any property the Comprehensive Plan designates for use as a collector, arterial street, or highway.

<<administrative note: no changes to subsections D-E>>

F. ***Use of Development Rights.***

1. Each development right may be used as a right for any one of the following, subject to the limitations of this chapter and other zoning code chapters:

a. To authorize an additional 8,712 square feet of gross floor area;

b. To increase the maximum impervious surface or maximum lot coverage by 8,712 square feet; provided, that the total increase does not exceed 10 percent of the allowed maximum square footage for the site; or

c. To increase the height of a structure, including above-ground structured parking, by one story across each 8,712-square-foot increment of gross floor area or parking floor plate**, except as permitted in RZC 21.48.010.F.2.** ~~**or by two stories in a TOD focus area**~~. ~~**In no case shall total building height be greater than two stories above the height allowed by the underlying zone except as permitted as part of the Overlake incentive package (RZC Chapter 21.55); the**~~ **The** height bonus shall not apply to structures within the shoreline jurisdiction or within the Downtown height limit overlay areas. (Table 21.10.200, note 2).

2. In TOD focus areas (see RZC Chapter 21.05), maximum height may be increased by up to two stories above the height allowed by the underlying zone using development rights. Additional height can also be earned by combining development rights with the incentives available in RZC Chapter 21.55.

3 ~~**2**~~. A fraction of a development right shall be entitled to the corresponding fraction of any of the above.

4 ~~**3**~~. A land use application using transferred development rights shall contain a statement describing the amount of the development rights proposed to be used and how the development rights are proposed to be used.

RZC 21.55.4100.B

B. *Outside the Overlake TOD Focus Area and in OUMF Zone*. Bonuses earned outside the TOD Focus Area and in the OUMF zone have the following threshold and maximums. Where points earned are fractional, they shall be rounded to the nearest whole number to determine bonuses earned.

Table 21.55.4100.B. Bonuses in Overlake, Outside of TOD Focus Area and in OUMF Zone

Points Earned	FAR	Max Building Height		Other Bonuses Earned
		OBAT (mixed-use/non-residential)	OUMF	
1 – 50	Per calculation	160 ft./135 ft.	100 ft.	
51 – 100	Per calculation	175 ft./150 ft.	115 ft.	
101 – 150	Per calculation	190 ft./165 ft.	130 ft.	**Projects earning over 100 points may combine the transfer of development rights program with the incentive program**

Points Earned	FAR	Max Building Height		Other Bonuses Earned
		OBAT (mixed-use/non-residential)	OUMF	
151 – 200	Per calculation	210 ft./180 ft.	145 ft.	
Over 200 points	Max FAR of 9.5	230 ft./200 ft.	160 ft.	

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

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

PROJECT INFORMATION

PROJECT NAME: Legislative Conformance, Business Improvement, and

SEPA FILE NUMBER: SEPA-2026-00015

PROJECT DESCRIPTION:
SEPA Checklist Review - Legislative Conformance, Business Improvement, And Fences Zoning Code Amendments

PROJECT LOCATION: City Wide

SITE ADDRESS:

APPLICANT: Jeff Churchill

LEAD AGENCY: City of Redmond

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

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

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

CITY CONTACT INFORMATION

PROJECT PLANNER NAME: David Lee
PHONE NUMBER: 425-556-2462
EMAIL: dlee@redmond.gov

IMPORTANT DATES

COMMENT PERIOD

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

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

'X' This DNS is issued under WAC 197-11-340(2), and the lead agency will not make a decision on this proposal for 14 days from the date below. Comments can be submitted to the Project Planner, via phone, fax (425)556-2400, email or in person at the Development Services Center located at 15670 NE 85th Street, Redmond, WA 98052. **Comments must be submitted by 02/19/2026.**

APPEAL PERIOD

You may appeal this determination to the City of Redmond Office of the City Clerk, Redmond City Hall, 15670 NE 85th Street, P.O. Box 97010, Redmond, WA 98073-9710, **no later than 5:00 p.m. on 03/06/2026**, by submitting a completed City of Redmond Appeal Application Form available on the City's website at www.redmond.gov or at City Hall. You should be prepared to make specific factual objections.

DATE OF DNS ISSUANCE:

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

RESPONSIBLE OFFICIAL: Carol V. Helland
Planning Director

SIGNATURE: Carol V Helland

RESPONSIBLE OFFICIAL: Aaron Bert
Public Works Director

SIGNATURE:

Address: 15670 NE 85th Street Redmond, WA 98052

2026 Zoning Code Amendments Questionnaire Feedback Summary

Below is a concise summary of the feedback captured from Let's Connect from November 10, 2025 – January 10, 2026

Q1 — Active-use retail amendments

- **Provide parking and access to support new/expanded retail.** Several comments urge pairing any retail activation with adequate parking, access routes, and supporting infrastructure—especially where tourism or use of public spaces/rights-of-way is expected.
- **Process/usability issue:** One respondent notes that links to the amendment materials were broken.

Q2 — "Businesses Open" pedestrian routing signage requirements - No substantive, question-specific feedback was recorded in the dataset beyond general process/usability concerns (broken links).

Q3 — Amendments to business-oriented definitions - No direct feedback specific to business-oriented definitions was captured.

Q4 — Simplifications for Food Truck & Pop-Up Retail Courts and Publicly Accessible Enhanced Amenities Spaces

- **Pair activation with infrastructure:** One commenter asks that any simplifications still ensure adequate **parking access and supporting infrastructure** when activating food trucks/pop-ups and enhanced amenity spaces, particularly where tourism is anticipated.

Q5 — Fence & retaining wall regulations

- **Clarify technical standards:** Requests to ensure the code clearly addresses **setbacks, property lines, rights-of-way, materials, height, and construction requirements**, with attention to adjoining properties.
- **Noise-adjacent context:** A commenter asks for **exceptions for taller fences** along major roads (e.g., 140th Ave NE) to help mitigate traffic noise impacts on residential lots.

Q6 — Energy code & conversions (HB 1757)

The summary was prepared with the assistance of CoPilot

- **Allow plug-in micro-PV:** One comment requests permitting **up to ~2,000 W plug-in solar panel systems** (micro-inverter "plug-in" kits) that connect via a wall outlet—citing other jurisdictions that allow similar setups.

Q7 — Lot splitting (HB 1096)

- **Define the "Administrative" pathway:** A request to **explain the rationale and differences** between the proposed **"Administrative" lot split**, subdivisions, and short subdivisions.

Q8 — Miscellaneous amendments to Redmond Zoning Code, Article 1 - No question-specific feedback was identified in the file for Article 1 beyond general comments elsewhere.

Q9 — Miscellaneous amendments to Redmond Zoning Code, Article 2 - No question-specific feedback was identified in the file for Article 2.

Q10 — Parking regulations (SB 5184 & HB 1183)

- **Parking supply & access:** Calls to ensure parking regulations **support added retail** and **tourism/public-space use**, with appropriate **access and infrastructure**.
- **Visibility & landscaping safety:** Feedback that **parking-lot landscaping** (e.g., tall shrubs) can **obstruct driver sightlines**; suggestions to **limit shrub heights** to ~1–2 ft and remove vegetation that blocks views near **crosswalks** (e.g., Downtown Park/Cleveland St).

Q11 — Zoning for child care centers (SB 5509) - No feedback specific to child-care center zoning was captured.

Q12 — Subdivision regulations (SB 5559) - No feedback specific to subdivision regulations was captured.

Q13 — Permitting timelines (SB 5611) - No feedback specific to permitting timelines was captured.

Q14 — Affordability streamlining - No feedback specific to affordability streamlining was captured.

Q15 — Co-living residential suites- No feedback specific to co-living suites was captured.

Item		Discussion Notes	Issue Status
1.	**Legislative Conformance - Subdivisions** Stuart	**Council Discussion** CP Stuart expressed interest in changes to subdivision regulations. **Staff Comments** The key changes to subdivision regulations contained in this package are: • Creating the "administrative lot split" option as required by HB 1096 • Aligning unit lot subdivision regulations with changes in state law as required by SB 5559 • Allowing binding site plans to be used for multifamily development as required by SB 5611 The code amendment summaries for all of these changes are in the Planning Commission Report.	Opened 4.7.2026 Closed 4.28.2026
2.	**Legislative Conformance - Childcare Zoning** Stuart	**Council Discussion** CP Stuart requested information on how the amendments related to child care zoning interact with new state laws. **Staff Comments** Engrossed Substitute Senate Bill (ESSB) 5509 requires that cities and towns allow child care centers in all zoning districts, except for industrial, light industrial, and open space zoning districts. Child care centers are the commercial form of day cares, typically larger in size and capacity than family day cares that operate as home businesses in dwellings. The city's current code limits child care centers primarily to the Downtown, Marymoor Village, and Overlake zoning districts where commercial uses are typically provided and in neighborhood zoning districts when co-located with other uses such as faith-based organizations or when a conditional use permit is obtained. The recommended implementation of ESSB 5509 would comply with the legislation by allowing the child care centers in all zoning districts except for the Manufacturing Park (light industrial), Industrial, and Conservation Open Space zoning districts., without the need for a conditional use permit.	Opened 4.7.2026 Closed 4.28.2026

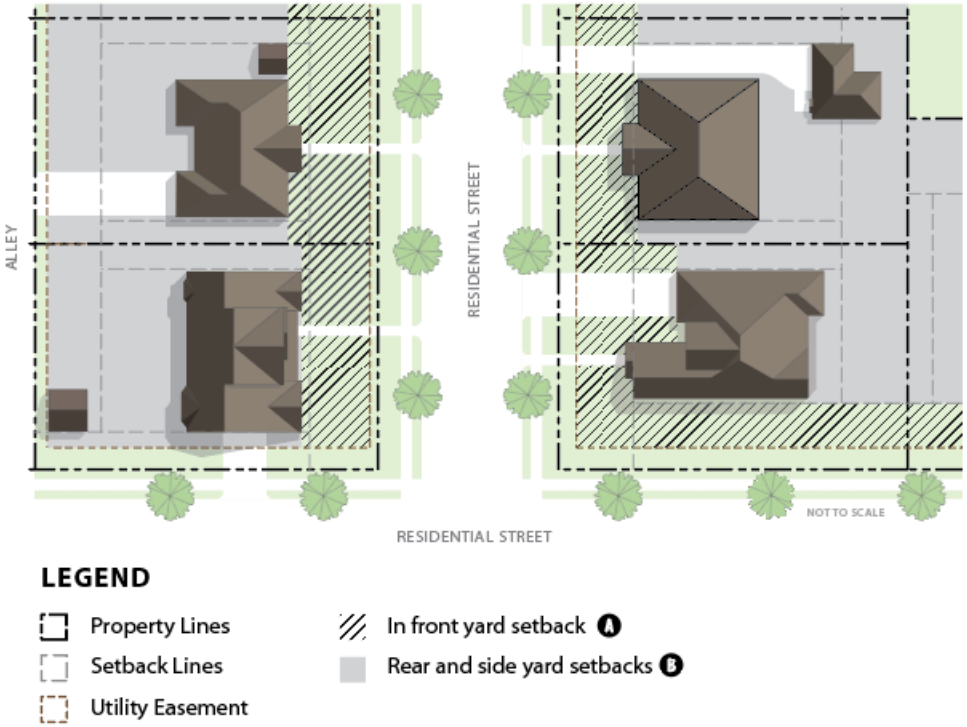
		The remaining provisions of 21.04.2080 Day Care Centers are also proposed to be repealed for conformance with the provisions of ESSB 5509 that limit the restrictions cities can apply to the siting of child care centers. Many of the limitations currently provided in the city's current code are addressed by the WA Dept. of Children, Youth, and Families licensing rules such as shown in the Early Learning Child Care Facility Feasibility Checklist and at the Site Analysis and Feasibility webpage.	
3.	**Legislative Conformance - Childcare** Soni	**Commission Discussion** CM Soni requested information on expanding childcare allowances, and what polices are in place to handle traffic disruptions during peak hours. How will the City adjust operations to address traffic concerns? **Staff Comments** During development review, staff will apply existing transportation standards to minimize impacts of new development on the transportation system. This includes evaluating access and circulation. In addition, developments that generate more than 25 peak-hour trips are subject to mobility management programs, the purpose of which manage demand on the transportation system.	Opened 4.7.2026 Closed 4.28.2026
4.	**Legislative Conformance - Reporting on permitting timeline performance** Stuart	**Commission Discussion** Council President Stuart requested information on how the City will report on permitting timeline performance, specifically mentioning the housing dashboard as a potential model. **Staff Comments** The Development Services Center will continue to monitor and report on permitting timelines in accordance with RCW 36.70B.080. We are actively updating our permitting system to better support staff and residents. We are reviewing overall timelines and processes to ensure our targets are accurate and that staffing levels are adequate for the work underway. Our goal is to enhance our customer permitting portal and project update website to improve transparency. We currently post two permitting performance reports on the City website each year. As we implement internal and external improvements to our permitting system, a more user-friendly dashboard is a key goal.	Opened 4.7.2026 Closed 4.28.2026

5.	**Business Improvement - Commercial space requirement** Stuart	**Commission Discussion** CP Stuart requested more information on the how ground-floor commercial space requirements will be impacted by SB 6026 passed in 2026. **Staff Comments** Redmond will be working over the next 18 months to identify required policy or code changes to respond to SB 6026. The code amendment proposed here concerns a specific deviation related to ground floor commercial uses and is aimed at ensuring our urban centers remain vital, walkable, and home to the businesses that community members value. Over the past decades Redmond has rezoned to allow the housing we know is needed in the city and throughout the region. As a result of such changes and strong demand for housing, Redmond is one of the fastest growing cities in the state. At the same time, we have observed negative consequences of strip mall redevelopment. These strip malls were home to our local, legacy small businesses serving the community with goods, services, and a sense of community and belonging. While staff and partner organizations continue efforts to help these family-owned businesses find new homes to continue their livelihood, we are not succeeding. Currently, we are trying to relocate over 100 small local businesses who have been, or are in the pipeline to be displaced by redevelopment. The primary challenge is that the spaces to rehome businesses do not exist. In 2024, staff measured the impact of redevelopment on small businesses. We learned that in the past 10 years, available retail square footage space has been reduced by half. Real estate reports indicate a very limited 3.8% retail availability rate in King County at the end of 2025, and Redmond is even more limited at 1.2%. Even when ground floor retail is required, new housing development where strip malls have been demolished do not replace retail space at 1-to-1 ratios, due to competing demands for ground floor activities such as parking, lobbies, and service areas. In new developments where retail space is provided, lease rates are unaffordable for local, diverse businesses or designed with layouts that are not conducive to the needs of small, independent businesses. SB 6026 strongly encourages housing development, but does not reflect our local measures, impacts, and efforts to support our small diverse businesses in relocating to affordable and appropriately built	Opened 4.7.2026 Closed 4.28.2026

		places to operate. Staff will be looking for ways to meet the requirements of SB 6026 while supporting our small businesses and advance Redmond 2050 goals for complete neighborhoods.	
6.	**Business code improvements - Commercial space requirements** Prakriya	**Commission Discussion** How does the update to commercial requirements in the business code updates impact any of our housing goals from Redmond 2050. **Staff Comments** The proposed amendment addresses requests for deviations submitted with applications for new development. The amendment states that commercial space requirements cannot be waived through a deviation process, similar to other site and building requirements. The City's housing goals are unlikely to be affected by this amendment.	Opened 4.7.2026 Closed 4.28.2026
7.	**Business Improvement - Food Trucks and Pop-up Retail Courts** Kritzer	**Commission Discussion** CM Kritzer requested more information on food truck and pop-up retail courts. What will be changing and what are some of the remaining limitations? **Staff Comments** The recommended amendments would clarify development application and review procedures. These ensure that land use activities anticipated to be provided at the site are reviewed during original site plan entitlement. In this manner, these activities would not be required to pursue additional permits such as temporary use permits when scheduled for the court's activation. Existing locations proposed for conversation to a food truck and pop-up retail court would undergo an administrative modification for review of the site's design and anticipated land use activities.	Opened 4.7.2026 Closed 4.28.2026
8.	**Fences** Stuart	**Commission Discussion** CP Stuart requested more information on what fences would be allowed and where under the recommended regulations. CP Stuart referenced fences installed by the county in Marymoor and Overlake and referenced fences in connection with STEP housing.	Opened 4.7.2026 Closed 4.28.2026

Staff Comments

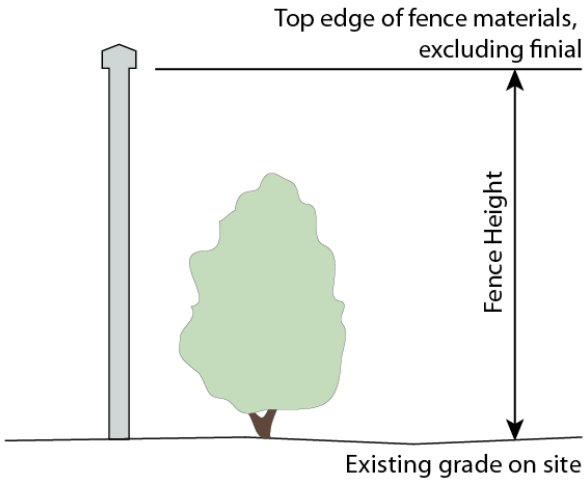
Fences four feet in height or less will be permitted in any front yard setback in Urban Recreation, Neighborhood Residential, Neighborhood Multi-Family, Downtown, Marymoor, and Overlake zone. In the current code, fence height was allowed up to six feet in many neighborhoods in the front and setback, while limited to 42 inches in others (Education Hill, North Redmond, Willows / Rose Hill). The uniform four-foot limit for front yard setbacks in this update creates a more pedestrian-friendly environment in alignment with Redmond 2050 goals. Fences up to six feet in height would still be permitted rear and side setbacks in Uban Recreation, Neighborhood Residential, Neighborhood Multi-Family, Downtown, Marymoor, and Overlake zones. Eight-foot fences would still be allowed in all other zones.



9.	**Fences**	**Commission Discussion**	Opened 4.7.2026

	Kritzer	CM Kritzer requested more information on engagement with homeowners: what are the impacts to homeowners with the recommended regulations? **Staff Comments** There was engagement conducted on the fence and retaining wall package from November 2025 – January 2026. The feedback summary is available to review and has posted on the zoning amendments webpage. Existing fences that were previously legally established and that do not meet the recommended standards would be considered legal non-conforming fences. A legal non-conforming use or structure is something that met all requirements at the time it was established/constructed but does not meet current requirements. For example, a building might be built when the setback requirement was 3 feet but the requirement later changed to 5 feet. That building would be considered a legal non-conforming structure. Legal conforming uses and structures are regulated in RZC 21.04.5000. Maintenance is addressed in RZC 21.04.5000.F, Maintenance. The code says, "Ordinary and routine maintenance and repair of a legal nonconforming structure and structures containing a nonconforming use, such as painting or plumbing repair, shall be permitted as necessary to ensure the protection of general health, safety, and welfare. All legal nonconforming uses and structures are subject to all applicable property maintenance and substandard building laws." Additional relevant sections are: RZC 21.04.5000.I, Alteration or Expansion of a Nonconformance. In general, this section says that the degree of nonconformity cannot be increased. It also says that legal nonconforming structures must be brought into compliance with the RZC when alteration or expansion of the structure takes place, and the following takes place within any three-year period: a. The gross floor area of the structure is increased by 100 percent or more; or b. The costs stated on all approved building permit applications for the structure equal or exceed the value of the existing structure at the beginning of that three-year period. RZC 21.04.5000.G, Abandonment of Rights to Nonconformities. In general, this section says that the right to continue a legal nonconforming structure is lost when the structure is demolished or rebuilt.	Closed 4.28.2026

		Legal nonconforming structures can be repaired or restored in extraordinary circumstances such as following an earthquake, fire, explosion, vandalism, etc., with limitations. (RZC 21.04.5000.H, Restoration) Any new fence would need to be in compliance with the updated regulations. Retaining wall regulatory updates consolidated guidance on retaining walls from RZC 21.24 and Appendix 2 to an updated RZC 21.25. This was done to create clarity for staff and the public. RZC 21.25 includes guidance for deviation requests and regulations for retaining wall approvals.	
10.	**Fences** Soni	**Commission Discussion** CM Soni requested information on how the City measure fences and retaining wall height when there is a slope. **Staff Comments** For zoning code purposes, fence and wall height are measured as a vertical distance between existing grade (including slope) on the site at the base of the fence and top edge of slats or other fence material (exclusive of fence posts). Staff will be adding a note to 21.25 to ensure that those building a retaining wall follow guidance of RMC Chapter 15 Building Code for additional requirements.	Opened 4.7.2026 Closed 4.28.2026

			
11.	**Implementation** Soni	**Commission Discussion** CM Soni asked what would happen to application submitted between now and June 30, 2026, the deadline referenced in the memo. **Staff Comments** Applications received will be reviewed under current code until the effective date of the updated regulations. The City Council's actions on the recommended amendments would become effective five days after the publication of a summary of the adopting ordinance.	Opened 4.7.2026 Closed 4.28.2026

Memorandum

Date: 6/2/2026
Meeting of: City Council

File No. AM No. 26-091
Type: Public Hearing

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

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Glenn Coil	Senior Planner

TITLE:
Public Hearing for an Interim Official Control Regulating Commercial Drone Land Uses

OVERVIEW STATEMENT:
Council will hold a public hearing, as required by state law, on Ord. 3257, which imposed an interim official control (IOC) regulating commercial drone land uses. At the conclusion of the hearing, staff recommends directing staff to implement the work plan contained in Ord. 3257 so that permanent regulations can be adopted in a timely manner.

The IOC, which can be in place for one year from April 21, 2026, is designed to introduce commercial drone land uses in an orderly manner that mitigates impacts to the community while permanent regulations are developed.

The IOC limits drone land uses to the Manufacturing Park (MP) and Industrial (I) Zones as well as establish regulations for the allowed use, such as setbacks, number of drone launch pads, and hours of operations.

While the IOC is in place, the City will draft permanent regulations in accordance with the work plan adopted in the ordinance and state law.

Concurrent with this process, the City will also establish business licensing requirements for drone operations and intends to advance an Office of Air Space Management to coordinate commercial and public safety operations.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Redmond 2050 Comprehensive Plan:
  EV-6 - consistent and predictable regulatory environment
  EV-2 - attracting and retaining businesses that meet community needs
  LU-9, NE-92 - limiting adverse impacts of land uses
- **Required:**
  RCW 36.70A.390 - Interim Official Controls
- **Council Request:**
  N/A
- **Other Key Facts:**
  There is insufficient time to process the necessary permanent code amendments before additional permit applications are filed for such commercial drone land uses and become vested to existing regulations.

OUTCOMES:

The IOC is designed to introduce commercial drone land uses in an orderly manner that mitigates impacts to the community while permanent regulations are developed.

Without the IOC, commercial drone land uses may begin operating in Redmond absent regulations that address the impacts of such uses and provide for the health, safety, and general welfare of community members.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Outreach will conducted over the next 12 months per the adopted workplan.
  Months 1-4 - stakeholder engagement and City Council Public Hearing
  Months 5-8 - Continued stakeholder engagement. Planning Commission public hearing
  Months 9-12 - public comments at Council meetings
- **Outreach Methods and Results:**
  A webpage has been established (redmond.gov/DronePorts), along with a Let's Connect page (letsconnectredmond.com/droneport). The webpage and Let's Connect will be the clearinghouse for engagement information. The Council is holding a public hearing on June 2 as required by state law. Following community and stakeholder engagement the Planning Commission will hold a public hearing on draft permanent regulations. Updates will be communicated in City E-news, other City e-newsletters, the web, and Let's Connect.
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:

$5,350,743 is the total cost of the Community and Economic Development budget offer, which includes the staff time for code amendment work.

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

Budget Offer Number:
0000304 - Community and Economic Development

Budget Priority:
Vibrant and Connected

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

Funding source(s):
General Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
4/21/2026	Business Meeting	Approve

Proposed Upcoming Contact(s)

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

Time Constraints:
The City Council must hold a public hearing within 60 days of IOC adoption, which occurred on April 21, 2026. The IOC expires after one year.

ANTICIPATED RESULT IF NOT APPROVED:
Existing regulations do not address commercial drone ports and do not adequately mitigate potential impacts of such uses. Without interim regulations, uses may become established that operate contrary to community expectations.

ATTACHMENTS:
Attachment A: Presentation Slides

Commercial Drone Land Uses – Interim Official Control *Public Hearing*

June 2, 2026

Redmond
WASHINGTON

Tonight



- Introduction to public hearing by staff
- Hold public hearing
- Recommendation: staff implements work program contained in Ord. 3257



- **Issue:**
  - City starting to see proposals for small- and large-scale commercial drone operations.
- **Recommendation:**
  - Adopt **interim official control (IOC)** only allowing drone ports in Manufacturing Park and Industry Zones. Prohibit drone ports and smaller-scale commercial drone land uses in all other zones while final regulations are developed.
  - ***Council adopted IOC on April 21, 2026***
- **Rationale:**
  - Prevents drone port operators from vesting to current regulations that do not clearly address drone ports.
  - Allows drone ports to locate in Redmond on a limited basis.
  - Prevents proliferation of drone ports until permanent regulations can be developed and implemented that consider community feedback and alignment with City goals.

Commercial drone operations will happen in Redmond no matter what land use action Redmond takes because local regulation of airspace is severely restricted by federal law. Enacting land use regulations will limit, but not eliminate, impacts.

Scope of IOC



The IOC covers:

✓ Use classification category (RZC 21.04.0200)

✓ New section RZC 21.04.2075:

- Allowed zones
- Excluded areas in allowed zones
- Max launch pads
- Launch pads - minimum setback from all property lines
- Hours of operations

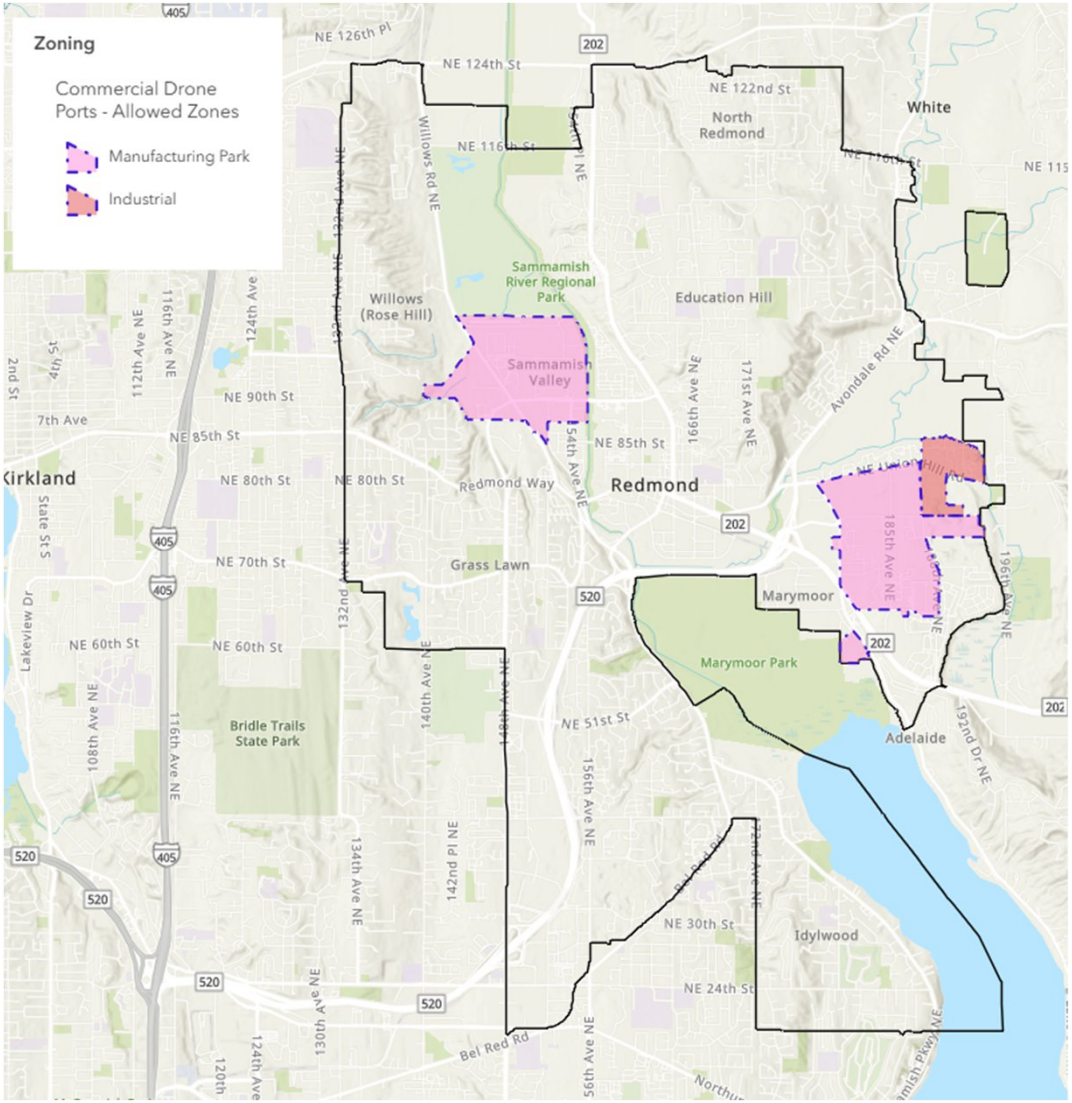
✓ Definitions (RZC 21.78)

IOC does not cover:

× Airspace regulation or management

× Additional business licensing requirements

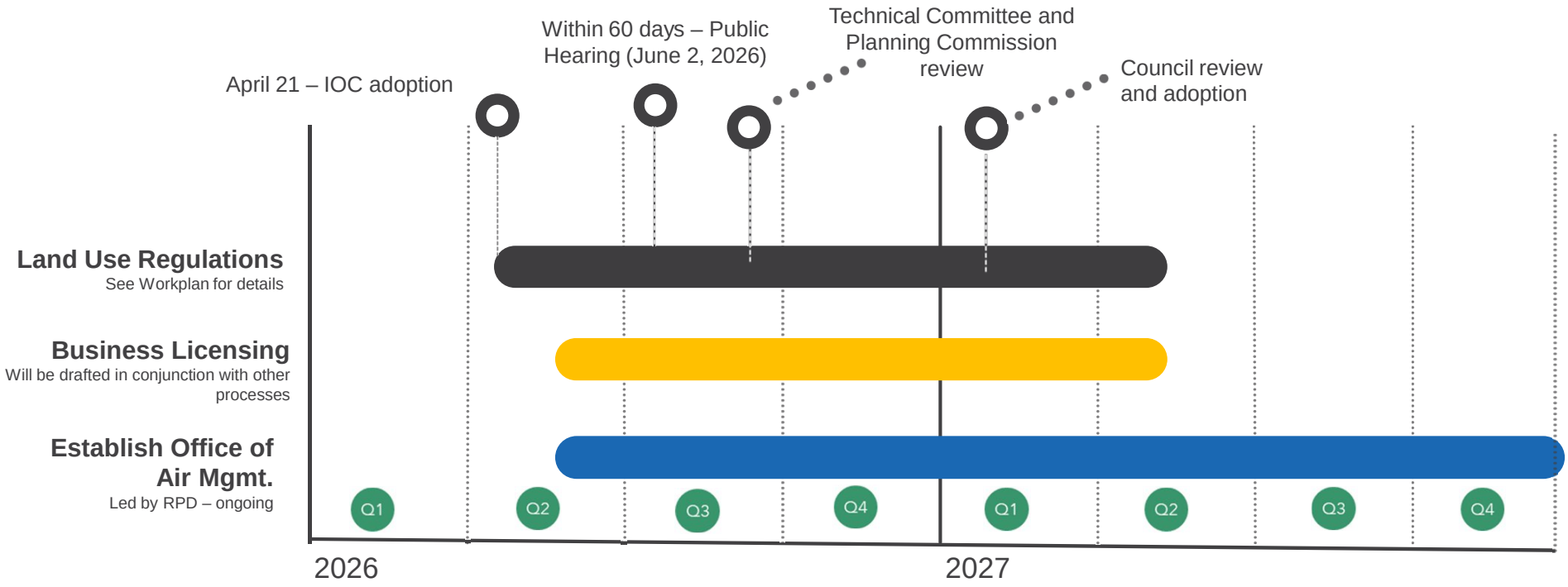
× Updated regulations for City parks and other public land



Permitted Locations during IOC

- Only allowed in Manufacturing Park (MP) and Industrial (I) Zones
- Prohibited all other zones

Timeline – 3 Tracks



Workplan (Land Use Regulations)



MONTH 1 – MONTH 4

- Stakeholder engagement
- Planning Commission briefings
- Drafting of proposed regulations

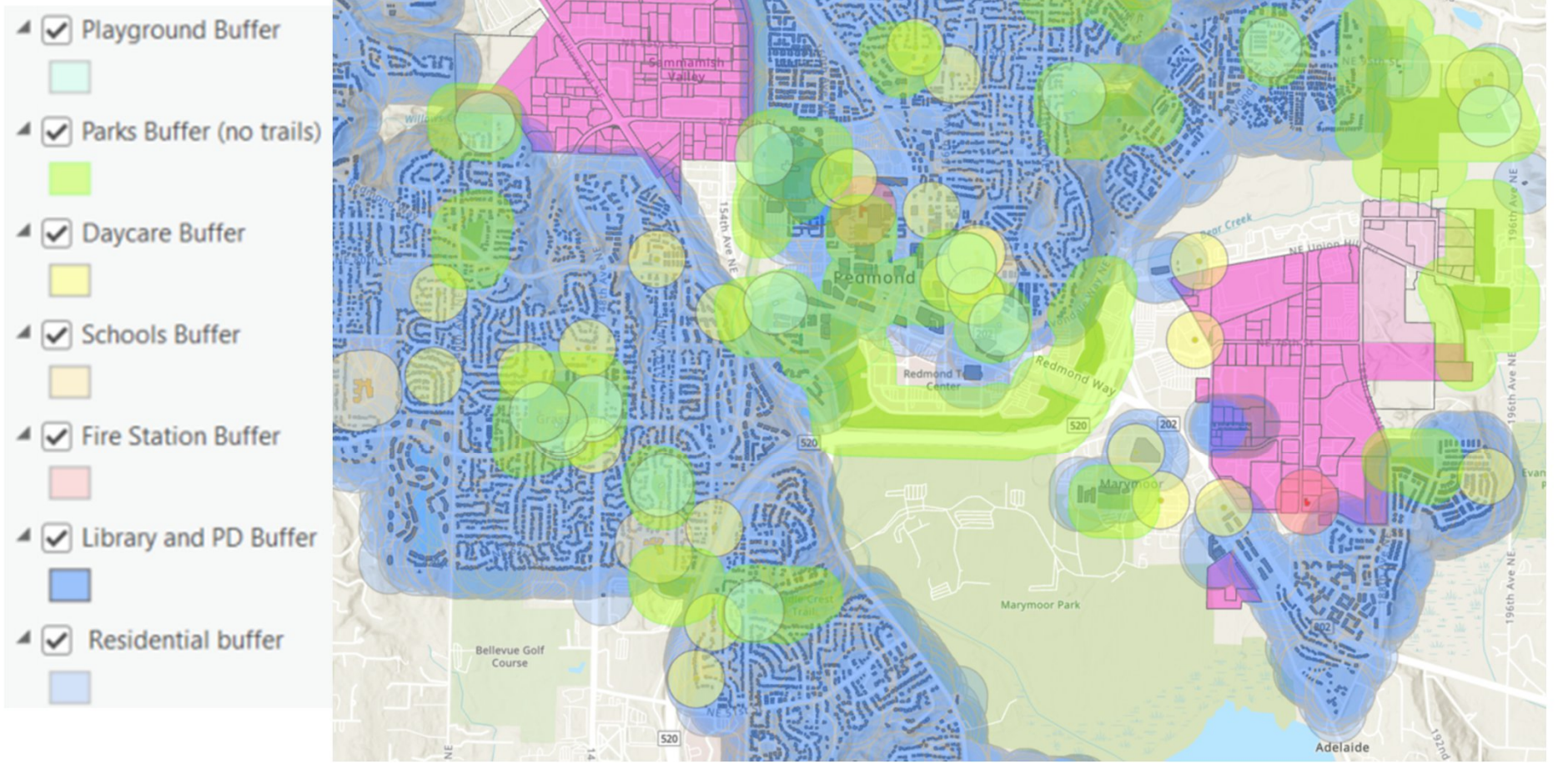
MONTH 5 – MONTH 8

- Technical Committee makes recommendation to Planning Commission
- SEPA threshold determination made
- Public hearing notices published
- 60-day notice sent to Department of Commerce
- Planning Commission conducts public hearing and holds study sessions
- Planning Commission recommendation to City Council.

MONTH 9 - MONTH 12

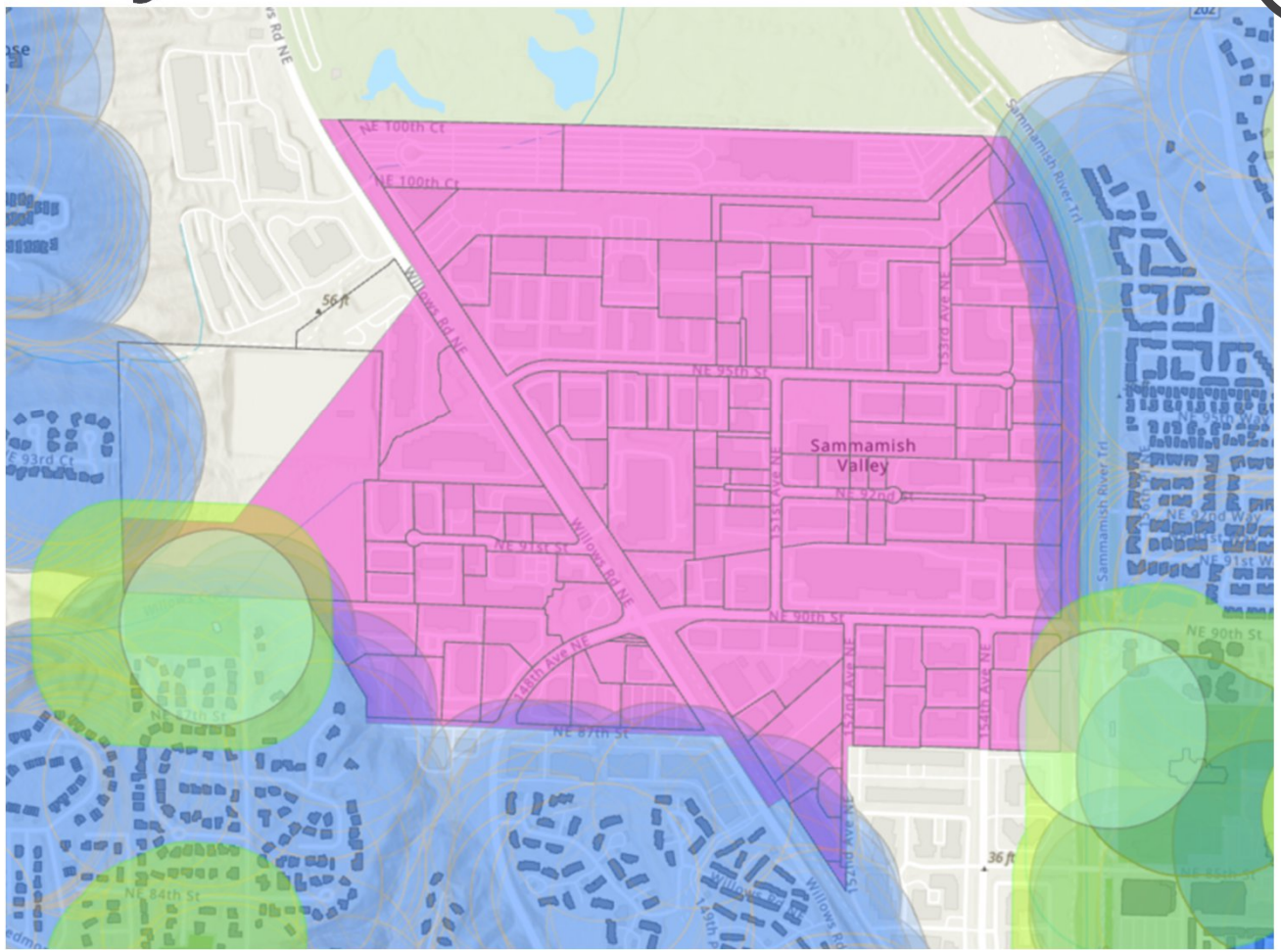
- City Council reviews Planning Commission recommendation in committee meetings, business meetings, or study sessions as needed.
- City Council takes final action

Buffer Analysis – 500 feet



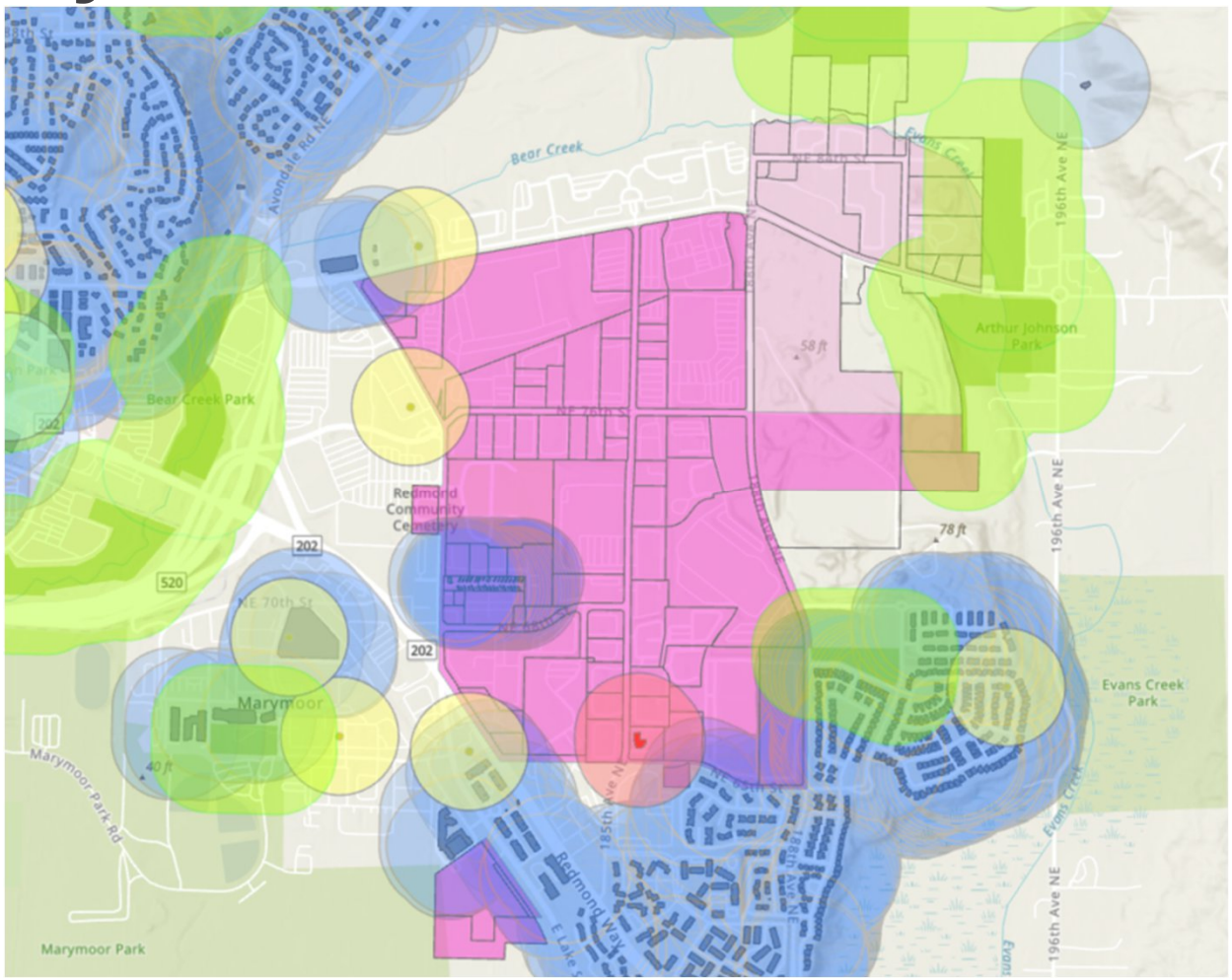
Buffer Analysis – Willows MP area

- Playground Buffer
- Parks Buffer (no trails)
- Daycare Buffer
- Schools Buffer
- Fire Station Buffer
- Library and PD Buffer
- Residential buffer



Buffer Analysis – SE Redmond – MP, I

- Playground Buffer
- Parks Buffer (no trails)
- Daycare Buffer
- Schools Buffer
- Fire Station Buffer
- Library and PD Buffer
- Residential buffer



Thank You

Any Questions?

Redmond
WASHINGTON

Memorandum

Date: 6/2/2026
Meeting of: City Council

File No. AM No. 26-092
Type: New Business

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	Amy Kim	Capital Project Manager
Public Works	Eric Dawson	Engineering Supervisor
Public Works	Steve Gibbs	Capital Projects Division Manager
Public Works	Brandon Buehler	Acting Deputy Director

TITLE:
Approval of Progressive Design-Build (PDB) Contract Amendment No. 1 with Lease Crutcher Lewis WA, LLC of Seattle, Washington, for the Maintenance and Operations Center (MOC) - Campus Redevelopment Project

OVERVIEW STATEMENT:
Public Works requests approval of PDB Contract Amendment No. 1 with Lease Crutcher Lewis WA, LLC in the amount of $40,915,764.00 to authorize additional work for the MOC Campus Redevelopment Project, including expanded Validation, Phase 1 (Preconstruction and Design), and early procurement activities. The PDB Contract requires the Design-Builder to deliver all design and construction services across three phases: Validation, Phase 1 (Preconstruction and Design), and Phase 2 (Construction). A future funding request will be brought forward for Phase 2 (Construction).

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Capital Investment Program
  Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across the City to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.

Maintenance and Operations Center Master Plan

- **Required:**
  Council approval is required to award a Public Works contract that exceeds $300,000 (2018 City Resolution 1503)
- **Council Request:**
  N/A
- **Other Key Facts:**
  Public Works is requesting this item go forward for Council approval at the June 02, 2026, Council Business Meeting.

OUTCOMES:

Approving this Contract Amendment allows the City to complete an updated Validation Report that aligns scope, schedule, and a fixed budget, and incorporates any site-specific requirements for the new site.

Expanded Validation is a necessary step to confirm the site, budget, and project scope before advancing into design. Phase 1 services include design, preconstruction, and permitting activities based on the updated Validation Report. This phase also supports early contracting, shop drawing reviews, and release of commitment funding to secure long-lead materials as design advances. These may include mass timber, structural steel, stairs, elevators, electrical switchgear, Battery Energy Storage System (BESS) and generators, and maintenance bay and specialty shop equipment.

This effort also brings the project one step closer to delivering a more efficient operations center that will allow Public Works and Parks staff to grow and continue to provide the expected level of services to Redmond residents, as outlined in the 2050 Comprehensive Plan.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  The MOC is a City-occupied facility, with engagement focused mainly internally at this time. Since entering the Validation Phase, the project team has used a structured communication approach to maintain ongoing updates with staff, leadership, and Council. Beginning in November 2025, Parks and Public Works MOC Managers have provided coordinated monthly or bi-monthly updates to departments, including highlighting key milestones.

  The project team also provides regular updates to the City Council through CIP Quarterly Updates and scheduled check-ins, generally on a monthly-to-bi-monthly cadence, consistent with the Council's request from the 3/25/2025 Committee of the Whole PES session regarding regular engagement and feedback. The team has followed through on this approach through ongoing updates and coordination.

- **Outreach Methods and Results:**
  A CIP project website has been established under the oversight of the City's Communications Team. Communication efforts are primarily internal at this stage, using departmental updates, leadership briefings, Council sessions, and CIP reporting structures to maintain awareness and coordination.

  City Communications staff are engaged in planning for expanded public outreach as the project advances. While public impacts are expected to be limited, they may include temporary traffic or frontage disruptions during construction, which will be planned and communicated in future phases as design progresses. Overall, the project is using a multi-pronged communication approach focused on internal coordination during Validation,

with additional public engagement to follow as the project moves into design and construction planning.

- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
$40,915,764.00

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

Budget Offer Number:
CIP

Budget Priority:
Vibrant and Connected

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

Funding source(s):
General Fund
Real Estate Excise Tax
Stormwater CIP
Water CIP
Wastewater CIP
Bond Issuance
Impact Fees
Solid Waste Fund
Real Property Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/25/2025	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction
4/1/2025	Business Meeting	Approve

7/15/2025	Business Meeting	Receive Information
9/2/2025	Committee of the Whole - Planning and Public Works	Provide Direction
9/16/2025	Business Meeting	Approve
1/6/2026	Committee of the Whole - Planning and Public Works	Provide Direction
1/27/2026	Study Session	Receive Information
3/3/2026	Committee of the Whole - Planning and Public Works	Receive Information
3/24/2026	Study Session	Receive Information
4/7/2026	Committee of the Whole - Planning and Public Works	Receive Information
4/21/2026	Business Meeting	Receive Information
5/26/2026	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Remaining contract funding and duration limits the team's ability to proceed. Without this amendment, work will pause. The amendment allows completion of expanded Validation for the new site and budget alignment, enabling transition into design and early procurement.

ANTICIPATED RESULT IF NOT APPROVED:
Delaying or not approving this action risks losing project momentum as the current contract and available funding near expiration. It also adds ongoing cost escalation (approximately 0.3%-0.4% per month, ~4% annually) and increases the risk of losing the current PDB team.

ATTACHMENTS:
Attachment A: Project Information Sheet
Attachment B: Additional Project Information
Attachment C: PDB Contract MOC Project Contract Amendment No.1

CIP Project Information Sheet

Project Name: Maintenance and Operation Center (MOC) - Campus Redevelopment

Project Status: Existing - Revised
Functional Area(s): Facilities, Stormwater, Wastewater, Water
Relevant Plan(s): Facilities Plan, Emergency Management Plan
Neighborhood: Southeast Redmond

Time Frame: 2027-2029
Budget Priority: Vibrant and Connected
Citywide Rank: 2
Functional Area Priority: High

Location: 18080 NE 76th Street

Description:
Construction of Phase 1 of the MOC campus redevelopment.

Anticipated Outcomes: ***Primary:*** Upgrade/Enhancement ***Secondary:***
Completed construction and have use of a multi-story central Parks and Public Works operations building with open and flexible crew, office, meeting, and emergency response spaces that replaces the existing MOC1 building that is past its useful life.

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

Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget				$22,500,000	$22,500,000	$22,500,000	$22,500,000	$60,000,000	$150,000,000
Approved Changes		$22,500,000	$22,500,000	$37,500,000	$37,500,000	$30,000,000	-$15,000,000	-$60,000,000	$75,000,000
Current Approved Budget		**$22,500,000**	**$22,500,000**	**$60,000,000**	**$60,000,000**	**$52,500,000**	**$7,500,000**		**$225,000,000**
Proposed New Budget	**$192,947**	**$1,339,500**	**$9,671,747**	**$82,695,807**	**$85,100,000**	**$71,000,000**			**$250,000,000**

Proposed changes due to ___ Scope Change X Schedule Change ___ Budget Change

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	$192,397	$400,680	$60,889						**$653,966**
Right of Way	$550	$120,787	$3,604,984						**$3,726,321**
Design (31-100%)		$818,032	$6,005,874	$2,000,000					**$8,823,906**
Construction				$80,695,807	$85,100,000	$71,000,000			**$236,795,807**
Contingency	DRAFT	DRAFT	DRAFT	DRAFT	DRAFT	DRAFT			
Total	**$192,947**	**$1,339,500**	**$9,671,747**	**$82,695,807**	**$85,100,000**	**$71,000,000**			**$250,000,000**

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

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
General Fund	$192,947	$42,073,149		$42,266,096
Real Estate Excise Tax		$67,050,000		$67,050,000
Stormwater CIP		$54,957,552		$54,957,552
Water CIP		$32,474,917		$32,474,917
Wastewater CIP		$32,474,917		$32,474,917
Bond Issuance		$13,776,518		$13,776,518
Impact Fees		$5,000,000		$5,000,000
Solid Waste Fund		$1,000,000		$1,000,000
Real Property Fund		$1,000,000		$1,000,000
Total	**$192,947**	**$249,807,053**		**$250,000,000**



Attachment B – Additional Project Information

Maintenance and Operations Center (MOC) – Campus Redevelopment Project

Phase 1 Amendment Structure and Scope Details

Council is being asked to approve an amendment to expand the current Validation Phase in order to evaluate a newly identified site that presents significant advantages over rebuilding at the existing MOC location. Reconstructing the existing site would require relocating staff for an extended period, result in reduced service levels for the public, introduce substantial cost impacts, and create major disruption to staff operations and morale.

Given the advantages of the new site, this amendment allows the Design-Build (DB) team to extend Validation to assess site-specific requirements and confirm the project scope, budget, and schedule. This is a critical step that will serve as the foundational "roadmap" for design and delivery decisions moving forward.

The amendment is structured into three components for clarity:

- Extension of the Validation Phase to incorporate the new site evaluation and establish the final scope, budget, and schedule;
- Phase 1 (Preconstruction and Design) services to advance design and permitting based on the approved Validation Report; and
- Allowances for early procurement of long-lead materials as design progresses.

These early procurement allowances are a key advantage of the Progressive Design-Build model, allowing the City to secure pricing, reduce schedule risk, and align material delivery with construction sequencing. Without this action, the project would not fully leverage the benefits of the DB delivery approach, including cost certainty, schedule protection, and risk mitigation.

The table provides a breakdown of costs for each scope of work.

	Additional Validation	Phase 1 Services	Early Procurement Allowances
DB Contract Subtotal	$1,166,483.00	$23,329,303.00	$12,270,956.00
Pass Through Costs	$9,348.00	$186,954.00	$98,336.00
WSST (10.4%)	$122,286.00	$2,445,691.00	$1,286,406.00
Total	$1,298,117.00	$25,961,949.00	$13,655,698.00

City of Redmond

Progressive Design-Build Contract

Maintenance & Operation Center Project

Contract Amendment No. 1

OWNER:

The City of Redmond
15670 NE 85th St
Redmond, WA 98073

DESIGN-BUILDER:

Lease Crutcher Lewis WA, LLC
2200 Western Ave #500
Seattle, WA 98121

PROJECT:

Maintenance & Operation Center Project

The Owner and Design-Builder hereby amend the Progressive Design-Build Contract (the "Contract") dated September 19, 2025 as stated herein. This Contract Amendment No. 1 is made as of June 2, 2026.

I. VALIDATION PHASE SCOPE AND PRICE

Contract Section 7.1: Validation Phase Price is modified as follows:

> **7.1 Validation Phase Price.** For the completion of Validation Phase Work (Exhibit C), Owner shall pay the Design-Builder in accordance with Article 8 of this Contract for a (sum not to exceed six million one hundred forty thousand three hundred seventeen dollars ($ 6,140,317.00) (the "Validation Phase Price").

Contract Exhibit C: Validation Phase Work is amended to include as additional scope, as attached as **Exhibit 1** to this Contract Amendment.

II. PHASE 1 SCOPE AND PRICE

Contract Section 7.2: Phase 1 Price is modified as follows:

> **7.2 Phase 1 Price**. For completion of the Phase 1 Work (**Exhibit D**), Owner shall pay Design-Builder in accordance with Article 8 of this Contract a sum not to exceed twenty-three million three hundred twenty-nine thousand three hundred three dollars ($ 23,329,303.00) for Phase 1 Scope of Work. Phase 1 Work shall be billed at the all-

inclusive billing rates and labor categories agreed to in the Phase 1 Amendment, and an agreed-upon not to exceed price. Any rates established shall not be subject to increase for any Phase 1 Work. Phase 1 work shall not start until after completion of Validation Phase and a written Notice to Proceed is issued by the Owner.

Contract Exhibit D: Phase 1 Work, as attached as **Exhibit 2** to this Contract Amendment, is adopted and incorporated into the Contract.

III. EARLY WORK SCOPE AND PRICE

A. Owner and Design-Builder enter into this Contract Amendment to allow for the performance of an Early Works Package (i.e., procurement of long lead time items) before the parties have reached possible agreement on a Phase 2 scope and GMP for the whole of the Project Work.

B. The scope of the Early Works Package is provided in the attached **Exhibit 3** to this Contract Amendment, which is incorporated herein by reference.

C. Design-Builder agrees to perform all Early Works in accordance with the provisions of the Progressive Design-Build Contract and its associated General Conditions.

D. The Owner shall pay Design-Builder in accordance with the terms of the Contract an Early Works Package Price calculated as follows:

- The Cost of the Early Works Package shall include only those items expressly itemized and defined in Section 7.6.1 of the Contract.
- Pass-Through Costs, in accordance with Section 7.6.3 of the Contract.
- The Design-Build Fee shall be as defined in Section 7.5 of the Contract

E. The Early Works Package Price shall be subject to and shall not exceed the Early Works Package Guaranteed Maximum Price (“Mini GMP”) of twelve million two hundred seventy thousand nine hundred fifty-six dollars ($12,270,956.00).

IV. GENERAL PROVISIONS

Neither the execution of this Contract Amendment by the Parties, nor the acceptance by the Owner of any Work provided by the Design-Builder pursuant to this Contract Amendment, shall entitle Design-Builder to perform any additional Phase 2 Work on the Project

Design-Builder’s performance of additional Phase 2 Work on the Project, if any, shall be conditioned on the Parties' negotiation and execution of a GMP Amendment for the entire Project in accordance with Section 2.3 of the Contract. The execution of this Contract Amendment does not modify or limit the Owner’s rights and remedies under the Contract in the event such GMP negotiations for the entire Project are unsuccessful. The execution of this Contract Amendment also does not represent a promise or commitment, express or implied, that an agreed-upon GMP for the entire Project will be achieved or that the Owner will enter into a GMP Amendment with Design-Builder for the entire Project.

If the parties reach agreement on a GMP Amendment, the Mini GMP for the Early Works Package performed pursuant to this Contract Amendment shall be merged into the negotiated GMP for the entire Project.

This Contract Amendment entered into as of the day and year first written above.

OWNER:	**DESIGN-BUILDER:**
	_____
	(Name of Design-Builder)
_____	_____
(Signature)	*(Signature)*
	_____
	(Printed Name)
	_____
	(Title)
Date: _____	Date: _____

Redmond Maintenance and Operation Center Project

Progressive Design-Build Contract Summary

Amendment No.	Phase Decription	Amendment Amount	Adjusted Contract Amount by Phase	Adjusted Pass Through Costs		Adjusted Total Encumberance
				B&O Tax & Builder's Risk	Sales Tax 10.40%	
Initial Contract	Validation Services		$ 4,973,834	$ 24,291	$ 519,805.00	$ 5,517,930.00
	Phase 1 Services					
	Early Works #1					
	Phase 2 Services					
Amendment #1	Validation Amendment	$ 1,166,483	$ 6,140,317	$ 364,842	$ 4,378,963.47	$ 46,484,381.47
	Phase 1 Services	$ 23,329,303	$ 23,329,303			
	Early Works #1	$ 12,270,956	$ 12,270,956			
	Phase 2 Services	$ -	$ -			

Exhibit 1

Validation Phase Work

EXTENDED VALIDATION TASK AND DELIVERABLE LIST

RMOC AMENDMENT 1

1. Extended Validation

Revise the Validation Report to account for:

A. Alternate site location, and/or

B. Target budget approach in lieu of target program

This scope involves issuance of an updated Validation Report documenting the aligned scope and schedule recommendations associated with a fixed budget. If an alternate site is approved for purchase, this task also accounts for revising the Validation Report to account for the unique requirements of that site in lieu of the existing site.

Deliverables include:

a. Updated Validation Report

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Redmond MOC Validation Phase

Item	Description	Takeoff Qty		Unit Cost		Amount
EXTENDED VALIDATION						
00.000	**Design**					
00.100	**Design**					
01	Architect - Miller Hull - Extended Validation	1.00	nte	713,548.00	/nte	713,548
	Design					***$713,548***
	Design					***$713,548***
01.000	**General Conditions**					
01.010	**Job Staff & Support**					
04	Validation Staff - Extended Validation	2.00	mos	99,032.51	/mos	198,065
	Job Staff & Support					***$198,065***
	General Conditions					***$198,065***
09.000	**HVAC**					
09.300	**HVAC**					
005	Design Build Mechanical - Extended Validation	1.00	alw	50,000.00	/alw	50,000
	HVAC					***$50,000***
	HVAC					***$50,000***
12.000	**Electrical**					
12.001	**Electrical Subcontract**					
005	Design Build Electrical - Extended Validation	1.00	alw	50,000.00	/alw	50,000
	Electrical Subcontract					***$50,000***
	Electrical					***$50,000***
	NDED VALIDATION					***$1,011,613***

LEASE CRUTCHER lewis

PH I Proposal Budget/Task Summary
Project: Redmond Maintenance & Operations Center
Lease Crutcher Lewis + The Miller Hull Partnership + Stantec

#	Summary System		Amendment Execution	Validation Report Acceptance	September 2027	
			Extended Validation	PH I Services	Early Procurement	Total Cost
00	Design Builder (Design/Precon)		$ 911,613	$ 15,316,392		16,228,005
01	General Conditions					$ -
02	Demolition					$ -
03	Site			$ 250,000		$ 250,000
04	Structure			$ -	$ 5,292,350	$ 5,292,350
05	Exterior Wall			$ 375,000		$ 375,000
06	Roofing \ Waterproofing					$ -
07	Interior Construction			$ 100,000		$ 100,000
08	Vertical Transportation				$ 350,000	$ 350,000
09	HVAC		$ 50,000	$ 998,102		$ 1,048,102
10	Plumbing			$ 306,782		$ 306,782
11	Fire Sprinklers			$ 150,000		$ 150,000
12	Electrical		$ 50,000	$ 2,700,444	$ 3,050,000	$ 5,800,444
13	Construction Support					$ -
14	Equipment				$ 1,050,000	$ 1,050,000
	Subtotal		**$ 1,011,613**	**$ 20,196,720**	**$ 9,742,350**	**$ 30,950,683**
	PL/PD Insurance (included in fee)					
	SDI / Subcontractor Bonds (on sub cost)	1.223%	$ 1,223	$ 59,686	$ 119,149	$ 180,058
	Scope Coordination Contingency	10.00%	$ 101,284	$ 2,025,641	$ 986,150	$ 3,113,074
	Contractor's Contingency	4.00%				$ -
	Payment & Performance Bond (included in fee)					
	Fee	4.70%	$ 52,364	$ 1,047,256	$ 509,839	$ 1,609,459
	Budget Subtotal		**$ 1,166,483**	**$ 23,329,303**	**$ 11,357,488**	**$ 35,853,275**
	Escalation	8.68%	-	-	913,468	$ 913,468
	DB Contract Subtotal		**1,166,483**	**23,329,303**	**12,270,956**	**$ 36,766,742**
	State B&O Tax*	0.492%	5,785	115,700	60,857	$ 182,342
	State B&O Surcharge*	0.303%	$ 3,563	$ 71,254	$ 37,479	$ 112,296
	Builder's Risk*	1.00%				$ -
	*Pass Through Costs Subtotal		$ 9,348	$ 186,954	$ 98,336	$ 294,638
	BUDGET TOTAL		**$ 1,175,831**	**$ 23,516,258**	**$ 12,369,292**	**$ 37,061,380**
	WSST (Currrent rate shown, rate will increase)	10.40%	$ 122,286	$ 2,445,691	$ 1,286,406	$ 3,854,384
	BUDGET TOTAL WITH WSST		**$ 1,298,118**	**$ 25,961,948**	**$ 13,655,698**	**$ 40,915,764**

Exhibit 2

Phase 1 Work

PH I TASK AND DELIVERABLE LIST

RMOC AMENDMENT 1

1. **PH I Design and Permitting**

   Provide design, preconstruction, and permitting services for the project based on the approved Validation Report. This includes iterative advancement of the target program to ensure performance and cost investment alignment while developing project Basis of Design documentation as required to obtain building permit and set GMP. This also includes refinement of the project schedule, risk matrix, added value investment log, procurement plan, and other tools supporting the successful delivery of the project. This effort is anticipated to include 2-3 milestone-based print issuances and/or charettes to facilitate team and client review of the design to ensure shared understanding of design intent and how performance criteria will be implemented.

   This effort is also anticipated to include recurring support (PMT meetings, Big Room sessions, PWT sessions, etc.) required to facilitate delivery of the project for the duration indicated by the project schedule.

   Deliverables include:

   a. Basis of Design Documents
   b. GMP Amendment
   c. Project Schedule
   d. Risk Matrix
   e. Added value investment log
   f. Procurement Plan

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Redmond MOC Phase 1 Work

Item	Description	Takeoff Qty		Unit Cost	Amount
OPT 1					
00.000	**Design**				
00.100	**Design**				
01	Acoustician - TBD	1.00	alw	50,000.00 / alw	50,000
01	Architect - Miller Hull	1.00	nte	5,876,778.42 /nte	5,876,778
01	Architect - Miller Hull - Pacer	1.00	alw	283,752.00 / alw	283,752
01	Architect - Miller Hull - SCADA	1.00	alw	96,733.00 / alw	96,733
01	Civil Engineer - KPFF	1.00	alw	875,000.00 / alw	875,000
01	Civil Engineer - KPFF - SCADA	1.00	alw	40,000.00 /alw	40,000
01	Code Consultant - TBD	1.00	alw	75,000.00 /alw	75,000
01	Design Services Management Reserve	1.00	alw	400,000.00 /alw	400,000
01	Dewatering Consultant	1.00	alw	100,000.00 / alw	100,000
01	Envelope - 4EA	1.00	alw	30,000.00 / alw	30,000
01	Environmental Consultant - Shannon & Wilson	1.00	alw	264,467.50 /alw	264,468
01	Industrial Systems Engineer - Stantec	1.00	nte	1,500,000.00 /nte	1,500,000
01	Landscape - Berger	1.00	alw	600,000.00 / alw	600,000
01	Means & Methods Engineering	1.00	alw	100,000.00 / alw	100,000
01	Structural Engineer - KPFF	1.00	alw	1,280,000.00 / alw	1,280,000
01	Structural Engineer - KPFF - SCADA	1.00	alw	26,000.00 / alw	26,000
01	Traffic Consultant - Heffron	1.00	alw	56,705.00 /alw	56,705
	Design				***$11,654,436***
	Design				***$11,654,436***
01.000	**General Conditions**				
01.010	**Job Staff & Support**				
03	Project Director - Design Support	99.00	wks	621.67 /wks	61,546
03	Project Director - Permit/Buyout/Procurement	25.00	wks	939.97 /wks	23,499
04	Project Executive - Design Support	99.00	wks	994.68 /wks	98,473
04	Project Executive - Permit/Buyout/Procurement	25.00	wks	1,312.97 /wks	32,824
04	Senior Precon Manager - Design Support	99.00	wks	4,973.38 /wks	492,365
04	Senior Precon Manager - Permit/Buyout/Procurement	25.00	wks	4,973.38 /wks	124,335
04	Senior Project Manager - Design Support	99.00	wks	4,973.38 /wks	492,365
04	Senior Project Manager - Permit/Buyout/Procurement	25.00	wks	4,973.38 /wks	124,335
05	Chief Estimator - Design Support	17.00	wks	1,023.93 /wks	17,407
05	Chief Estimator - Permit/Buyout/Procurement	11.00	wks	1,039.89 /wks	11,439
05	Misc Estimating Support - Design Support	12.00	wks	2,486.69 /wks	29,840
05	Misc Estimating Support - Permit/Buyout/Procurement	10.00	wks	3,481.37 /wks	34,814
06	Design Construction Integrator - Design Support	30.00	wks	895.21 /wks	26,856
06	Design Construction Integrator - Permit/Buyout/Procurement	6.00	wks	2,652.47 /wks	15,915
06	Project Controls	8.00	wks	1,243.35 /wks	9,947
10	General Supt. - Design Support	99.00	wks	994.68 /wks	98,473
10	General Supt. - Permit/Buyout/Procurement	25.00	wks	1,472.12 /wks	36,803
11	Assistant Superintendent - Permit/Buyout/Procurement	25.00	wks	2,387.22 /wks	59,681
11	Superintendent - Design Support	99.00	wks	1,022.31 /wks	101,208

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Redmond MOC Phase 1 Work

Item	Description	Takeoff Qty		Unit Cost		Amount
OPT 1						
11	Superintendent - Permit/Buyout/Procurement	25.00	wks	3,899.13	/wks	97,478
13	Employee Parking (per employee)	25,436.00	hrs	1.44	/hrs	36,628
24	Project Administration	1.00	ls	5,913.93	/ls	5,914
25	Project Coordinator - Design Support	99.00	wks	497.34	/wks	49,237
25	Project Coordinator - Permit/Buyout/Procurement	25.00	wks	1,909.78	/wks	47,744
35	Assistant Project Manager - Design Support	99.00	wks	4,973.38	/wks	492,365
35	Assistant Project Manager - Permit/Buyout/Procurement	25.00	wks	4,973.38	/wks	124,335
35	Project Engineer 2 - Permit/Buyout/Procurement	25.00	wks	4,973.38	/wks	124,335
35	Project Engineer 3 - Permit/Buyout/Procurement	15.00	wks	4,973.38	/wks	74,601
35	Sr. Project Engineer 1 - Permit/Buyout/Procurement	33.00	wks	4,973.38	/wks	164,122
35	VDC Support	70.00	wks	2,859.70	/wks	200,179
58	Management Travel	18,886.00	hrs	4.62	/hrs	87,253
63	Public Relations	1.00	ls	3,000.00	/ls	3,000
63	Teaming Activities	28.50	mos	750.00	/mos	21,375
66	Postage	28.50	mos	50.00	/mos	1,425
70	Blueprint/Reproduction Costs	28.50	mos	250.00	/mos	7,125
74	Photographs - Aerial	1.00	ls	10,000.00	/ls	10,000
76	Safety Director Review	14.00	wks	876.58	/wks	12,272
	Job Staff & Support					***$3,451,511***
01.020	**Equipment and Supplies**					
10	Office Supplies & Expendables	28.50	mos	500.00	/mos	14,250
70	Pick Up Trucks	3,270.00	hrs	8.08	/hrs	26,422
85	Gas/Oil/Lubricants	3,270.00	hrs	2.89	/hrs	9,450
	Equipment and Supplies					***$50,122***
01.040	**Office Equipment**					
40	Cell Phones	28.50	mos	588.20	/mos	16,764
60	Computers	28.50	mos	815.49	/mos	23,241
110	Software	28.50	mos	2,707.60	/mos	77,167
110	Software - VDC	28.50	mos	119.17	/mos	3,396
120	Project Management System	1.00	ls	39,754.66	/ls	39,755
	Office Equipment					***$160,323***
	General Conditions					***$3,661,955***
03.000	**Sitework**					
03.100	**Shoring**					
01	Shoring Design - PH I	1.00	ls	250,000.00	/ls	250,000
	Shoring					***$250,000***
	Sitework					***$250,000***

Item	Description	Takeoff Qty		Unit Cost		Amount
OPT 1						
05.000	**Exterior Wall**					
05.300	**Metal Panels**					
001	Metal Wall Panel Partner Precon - TBD	1.00	LS	250,000.00	/LS	250,000
	Metal Panels					***$250,000***
05.800	**Glass Package**					
010	Curtainwall Partner Precon - TBD	1.00	LS	125,000.00	/LS	125,000
	Glass Package					***$125,000***
	Exterior Wall					***$375,000***
07.000	**Interior Construction**					
07.200	**Drywall / Plaster**					
001	Framing Drywall Partner Precon - TBD	1.00	ls	100,000.00	/ls	100,000
	Drywall / Plaster					***$100,000***
	Interior Construction					***$100,000***
09.000	**HVAC**					
09.300	**HVAC**					
005	Design Build Mechanical - MOC	1.00	alw	971,477.49	/alw	971,477
005	Design Build Mechanical - SCADA	1.00	alw	26,625.00	/alw	26,625
	HVAC					***$998,102***
	HVAC					***$998,102***
10.000	**Plumbing**					
10.100	**Plumbing**					
005	Design Build Plumbing - MOC	1.00	alw	306,782.37	/alw	306,782
	Plumbing					***$306,782***
	Plumbing					***$306,782***
11.000	**Fire Sprinklers**					
11.100	**Fire Sprinklers**					
001	Design Build Fire Sprinklers - TBD - MOC	1.00	ls	150,000.00	/ls	150,000

LEASE CRUTCHER Lewis

Redmond MOC Phase 1 Work

Item	Description	Takeoff Qty	Unit Cost	Amount

OPT 1

	Fire Sprinklers			***$150,000***
	Fire Sprinklers			***$150,000***

12.000 Electrical

12.001 Electrical Subcontract

005	Design Build Electrical - BHC	1.00 alw	121,000.00 /alw		121,000
005	Design Build Electrical - MOC	1.00 alw	1,934,671.00 /alw		1,934,671
005	Design Build Electrical -SCADA	1.00 alw	644,773.00 /alw		644,773
	Electrical Subcontract				***$2,700,444***
	Electrical				***$2,700,444***
			OPT 1		***$20,196,720***

Phase I Amendment Rate Sheets

Lease Crutcher Lewis

Based on the contract, our team understands the intent of reimbursable salaried labor costs in the final (GMP) agreement to be based on actual salaried labor cost plus an auditable burden rate. Therefore, we recommend use of the same approach in the Phase 1 contract amendment to provide continuity of accounting and auditability for contract costs. We also believe this provides the best value to City of Redmond, since it ties our hourly cost to actuals, rather than escalating a rate to cover future salary actions.

For the purpose of providing a proposal cost, Lewis has provided a blended average rate as part of the collateral shared with this proposal based on our proposed staffing to complete the Phase I scope of work.

Miller Hull + Stantec

Similar to the logic above, Miller Hull and Stantec have provided proposals based on blended rates that assume an escalation of 5% per year from current rates for the purpose of compiling a cost for PH I services. The roles listed are listed for clarity and completeness, and time charged will still be subject to the chargeable cost provisions of the contract.

Miller Hull roles and rates are shown on page two of this Exhibit. The Miller Hull rates shown are the current 2026 rates applicable to the roles listed. These actual rates will be re-documented annually given the duration of the work.

As a related note, MHP will charge 10% OHP markup on sub-consultants and reimbursables. Stantec expenses will be subject to a reduced 5% OHP markup.

Stantec rates for specific project personnel are shown on page 3 of this Exhibit. These rates are presented as blended averages for the PH I proposal to inform the NTE amount of Stantec's services, which means that actual billings in initial portions of PH I will be lower than the rates shown. The actual rates can be verified annually upon request.

Miller Hull:

Category/Career Stage	2026 Billing Rates
Partner	$330
Principal I	$305
Principal II	$285
Senior Associate I	$270
Senior Associate II	$260
Associate I	$250
Associate II	$230
Architect 9	$265
Architect 8	$250
Architect 7	$235
Architect 6	$210
Architect 5	$190
Architect 4	$170
Architect 3	$160
Architect 2	$130
Architect 1	$120
Interior Design 8	$215
Interior Design 7	$205
Interior Design 6	$195
Interior Design 5	$185
Interior Design 4	$165
Interior Design 3	$155
Interior Design 2	$135
Project Accountant	$170
Contract Specialist	$150
Administrative Assistant	$145
Office Manager	$145

Stantec:

Estimated Blended Hourly Rates

Task	Bill Rate
Industrial Labor	
Klun, Samuel Allen	$ 174.00
Kowalewski, Sylvia	$ 198.00
Plotkin, David Kozolchyk	$ 302.00
Shipley, Greg	$ 291.00
Strehlow, Ben	$ 214.00
Sunder, Dominic	$ 174.00
Weiche, Ethan	$ 174.00
Weismantel, Jared	$ 250.00
Electrical Labor	
Fonslow, Daryl	$ 291.00
Huynh, Tai Ba	$ 198.00
Lyons, Adam	$ 238.00
Fueling Labor	
Azad, Baby Ramona	$ 226.00
Guthrie, Reb	$ 291.00

LEASE CRUTCHER lewis

PH I Proposal Budget/Task Summary
Project: Redmond Maintenance & Operations Center
Lease Crutcher Lewis + The Miller Hull Partnership + Stantec

#	Summary System		Amendment Execution	Validation Report Acceptance	September 2027	
			Extended Validation	PH I Services	Early Procurement	Total Cost
00	Design Builder (Design/Precon)		$ 911,613	$ 15,316,392		16,228,005
01	General Conditions					$ -
02	Demolition					$ -
03	Site			$ 250,000		$ 250,000
04	Structure			$ -	$ 5,292,350	$ 5,292,350
05	Exterior Wall			$ 375,000		$ 375,000
06	Roofing \ Waterproofing					$ -
07	Interior Construction			$ 100,000		$ 100,000
08	Vertical Transportation				$ 350,000	$ 350,000
09	HVAC		$ 50,000	$ 998,102		$ 1,048,102
10	Plumbing			$ 306,782		$ 306,782
11	Fire Sprinklers			$ 150,000		$ 150,000
12	Electrical		$ 50,000	$ 2,700,444	$ 3,050,000	$ 5,800,444
13	Construction Support					$ -
14	Equipment				$ 1,050,000	$ 1,050,000
	Subtotal		**$ 1,011,613**	**$ 20,196,720**	**$ 9,742,350**	**$ 30,950,683**
	PL/PD Insurance (included in fee)					
	SDI / Subcontractor Bonds (on sub cost)	1.223%	$ 1,223	$ 59,686	$ 119,149	$ 180,058
	Scope Coordination Contingency	10.00%	$ 101,284	$ 2,025,641	$ 986,150	$ 3,113,074
	Contractor's Contingency	4.00%				$ -
	Payment & Performance Bond (included in fee)					
	Fee	4.70%	$ 52,364	$ 1,047,256	$ 509,839	$ 1,609,459
	Budget Subtotal		**$ 1,166,483**	**$ 23,329,303**	**$ 11,357,488**	**$ 35,853,275**
	Escalation	8.68%	-	-	913,468	$ 913,468
	DB Contract Subtotal		**1,166,483**	**23,329,303**	**12,270,956**	**$ 36,766,742**
	State B&O Tax*	0.492%	5,785	115,700	60,857	$ 182,342
	State B&O Surcharge*	0.303%	$ 3,563	$ 71,254	$ 37,479	$ 112,296
	Builder's Risk*	1.00%				$ -
	*Pass Through Costs Subtotal		$ 9,348	$ 186,954	$ 98,336	$ 294,638
	BUDGET TOTAL		**$ 1,175,831**	**$ 23,516,258**	**$ 12,369,292**	**$ 37,061,380**
	WSST (Currrent rate shown, rate will increase)	10.40%	$ 122,286	$ 2,445,691	$ 1,286,406	$ 3,854,384
	BUDGET TOTAL WITH WSST		**$ 1,298,118**	**$ 25,961,948**	**$ 13,655,698**	**$ 40,915,764**

Exhibit 3

Early Works

EARLY WORKS TASK AND DELIVERABLE LIST

RMOC AMENDMENT 1

1. **Early Procurements**

   Provide contracts, shop drawing reviews, and commitment funding releases required to secure long-lead materials as design advances. Some examples of long lead materials contemplated include:

   - Mass timber
   - Structural Steel
   - Stairs
   - Elevators
   - Electrical Switchgears, BESS, and Generator(s)
   - Maintenance Bay and Shop Specialty Equipment

   This funding is intended to be released as allowances to support securing the materials identified in the schedule as "Long Lead Submittals/Procurements," at a minimum, but is recommended to be made flexible in the event additional materials can be released early to mitigate risk and ensure the timely arrival of materials on site. This allows the fixed value to have a maximized purchasing power once design certainty reaches the point needed to secure materials.

   Deliverables include:

   a. Contracts for early procurement materials
   b. If applicable, shop drawings and/or material deposits for early procurement materials

Item	Description	Takeoff Qty		Unit Cost		Amount
Early Procurement						
04.000	**Structure**					
04.500	**Buy Structural Steel**					
001	Garage Steel - Material Deposit/Mill Order	1.00	ls	805,000.00	/ls	805,000
001	MOC Steel - Material Deposit/Mill Order	1.00	ls	750,000.00	/ls	750,000
001	Site Steel - Material Deposit/Mill Order	1.00	ls	916,350.00	/ls	916,350
	Buy Structural Steel					***$2,471,350***
04.590	**Steel Stairs**					
001	Garage Stairs - Material Deposit	1.00	ls	25,000.00	/ls	25,000
001	MOC Stairs - Material Deposit	1.00	ls	150,000.00	/ls	150,000
	Steel Stairs					***$175,000***
04.800	**Mass Timber**					
250	MOC Mass Timber - Material Deposit	1.00	LS	2,646,000.00	/LS	2,646,000
	Mass Timber					***$2,646,000***
	Structure					***$5,292,350***
08.000	**Vertical Transportation**					
08.100	**Elevators**					
001	Garage Elevators - Material Deposit and Shipping	1.00	LS	175,000.00	/LS	175,000
001	MOC Elevators - Material Deposit and Shipping	1.00	LS	175,000.00	/LS	175,000
	Elevators					***$350,000***
	Vertical Transportation					***$350,000***
12.000	**Electrical**					
12.001	**Electrical Subcontract**					
005	Site BESS + Generator Deposits	3.00	LS	350,000.00	/LS	1,050,000
005	Site Switchgear - Deposit/Early Procurement	2.00	LS	1,000,000.00	/LS	2,000,000
	Electrical Subcontract					***$3,050,000***
	Electrical					***$3,050,000***
14.000	**Value Adds**					
14.001	**Value Adds**					
01	MOC Specialty Equipment - Deposit/Early Procurement	1.00	ls	750,000.00	/ls	750,000
01	Site Specialty Equipment - Deposit/Early Procurement	1.00	ls	300,000.00	/ls	300,000

LEASE CRUTCHER Lewis

Redmond MOC Early Works

Item	Description	Takeoff Qty	Unit Cost	Amount

Early Procurement

Value Adds	***$1,050,000***
Value Adds	***$1,050,000***
Early Procurement	***$9,742,350***

LEASE CRUTCHER lewis

PH I Proposal Budget/Task Summary
Project: Redmond Maintenance & Operations Center
Lease Crutcher Lewis + The Miller Hull Partnership + Stantec

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04	Structure			$ -	$ 5,292,350	$ 5,292,350
05	Exterior Wall			$ 375,000		$ 375,000
06	Roofing \ Waterproofing					$ -
07	Interior Construction			$ 100,000		$ 100,000
08	Vertical Transportation				$ 350,000	$ 350,000
09	HVAC		$ 50,000	$ 998,102		$ 1,048,102
10	Plumbing			$ 306,782		$ 306,782
11	Fire Sprinklers			$ 150,000		$ 150,000
12	Electrical		$ 50,000	$ 2,700,444	$ 3,050,000	$ 5,800,444
13	Construction Support					$ -
14	Equipment				$ 1,050,000	$ 1,050,000
	Subtotal		**$ 1,011,613**	**$ 20,196,720**	**$ 9,742,350**	**$ 30,950,683**
	PL/PD Insurance (included in fee)					
	SDI / Subcontractor Bonds (on sub cost)	1.223%	$ 1,223	$ 59,686	$ 119,149	$ 180,058
	Scope Coordination Contingency	10.00%	$ 101,284	$ 2,025,641	$ 986,150	$ 3,113,074
	Contractor's Contingency	4.00%				$ -
	Payment & Performance Bond (included in fee)					
	Fee	4.70%	$ 52,364	$ 1,047,256	$ 509,839	$ 1,609,459
	Budget Subtotal		**$ 1,166,483**	**$ 23,329,303**	**$ 11,357,488**	**$ 35,853,275**
	Escalation	8.68%	-	-	913,468	$ 913,468
	DB Contract Subtotal		**1,166,483**	**23,329,303**	**12,270,956**	**$ 36,766,742**
	State B&O Tax*	0.492%	5,785	115,700	60,857	$ 182,342
	State B&O Surcharge*	0.303%	$ 3,563	$ 71,254	$ 37,479	$ 112,296
	Builder's Risk*	1.00%				$ -
	*Pass Through Costs Subtotal		$ 9,348	$ 186,954	$ 98,336	$ 294,638
	BUDGET TOTAL		**$ 1,175,831**	**$ 23,516,258**	**$ 12,369,292**	**$ 37,061,380**
	WSST (Currrent rate shown, rate will increase)	10.40%	$ 122,286	$ 2,445,691	$ 1,286,406	$ 3,854,384
	BUDGET TOTAL WITH WSST		**$ 1,298,118**	**$ 25,961,948**	**$ 13,655,698**	**$ 40,915,764**

LEASE CRUTCHER Lewis

PH I Proposal Budget/Task Summary
Project: Redmond Maintenance & Operations Center
Lease Crutcher Lewis + The Miller Hull Partnership + Stantec

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10	Plumbing			$ 306,782		$ 306,782
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12	Electrical		$ 50,000	$ 2,700,444	$ 3,050,000	$ 5,800,444
13	Construction Support					$ -
14	Equipment				$ 1,050,000	$ 1,050,000
	Subtotal		**$ 1,011,613**	**$ 20,196,720**	**$ 9,742,350**	**$ 30,950,683**
	PL/PD Insurance (included in fee)					
	SDI / Subcontractor Bonds (on sub cost)	1.223%	$ 1,223	$ 59,686	$ 119,149	$ 180,058
	Scope Coordination Contingency	10.00%	$ 101,284	$ 2,025,641	$ 986,150	$ 3,113,074
	(Coordination Contingency Reduced to 6% for D. Ops)	6.00%				$ -
	Contractor's Contingency	4.00%				$ -
	Payment & Performance Bond (included in fee)					
	Fee	4.70%	$ 52,364	$ 1,047,256	$ 509,839	$ 1,609,459
	Budget Subtotal		**$ 1,166,483**	**$ 23,329,303**	**$ 11,357,488**	**$ 35,853,275**
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	Builder's Risk*	1.00%				$ -
	*Pass Through Costs Subtotal		$ 9,348	$ 186,954	$ 98,336	$ 294,638
	BUDGET TOTAL		**$ 1,175,831**	**$ 23,516,258**	**$ 12,369,292**	**$ 37,061,380**
	WSST (Currrent rate shown, rate will increase)	10.40%	$ 122,286	$ 2,445,691	$ 1,286,406	$ 3,854,384
	Estimated Soft Cost	13.3%	$ 156,386	$ 3,127,662	$ 1,645,116	$ 4,929,164
	(Soft cost reduced to 11% for D. Ops)	11.0%				$ -
	BUDGET TOTAL WITH SOFT & WSST		**$ 1,454,503**	**$ 29,089,611**	**$ 15,300,814**	**$ 45,844,928**

Docusign Envelope ID: 632CC3C8-2D7C-4607-BDF3-B33BB43A911E

Redmond
WASHINGTON

PLANNING COMMISSION REPORT AND RECOMMENDATION TO CITY COUNCIL

February 11, 2025

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

FINDINGS OF FACT

Public Hearing and Notice

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

b. Notice and Public Involvement
   The public hearing notice was published in the Seattle Times on Nov. 26, 2025 in accordance with RZC 21.76.080 Review Procedures. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies. Additional public outreach included:
   i. Posting of an extraordinary sign per RZC 21.76.080.F.5.b;
   ii. Posting on the City Comprehensive Plan Docket webpage; and
   iii. Notice of the public hearing and study sessions sent through the "Plans, Policies, and Regulations" e-newsletter.

Redmond Comprehensive Plan Amendment Summary and Criteria Evaluation

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

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

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

Docusign Envelope ID: 632CC3C8-2D7C-4607-BDF3-B33BB43A911E

Current and proposed Land Use Designations adopted in the Redmond 2050 Comprehensive Plan – Land Use Chapter:

Citywide Mixed-Use

LU-36
Maintain and enhance a well-distributed system of mixed-use areas at a variety of scales outside of Redmond's centers. Encourage land uses that support or provide services to adjacent land uses and that encourage accessible and active transportation and transit use.

LU-37
Ensure that mixed-use areas are located, designed, and developed to:

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

LU-38 - Citywide Mixed-Use Designation

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

Business Park

LU-39 - Business Park Designation

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

Docusign Envelope ID: 632CC3C8-2D7C-4607-BDF3-B33BB43A911E

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

Redmond Zoning Code Map Amendment Summary

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

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

Docusign Envelope ID: 632CC3C8-2D7C-4607-BDF3-B33BB43A911E

Purpose Statements for Current and Proposed Zones:

RZC 21.08.100.C. Mixed-Use Zones.

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

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

RZC 21.14.030 Business Park.

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

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

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Staff Analysis

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

Recommended Conclusions of the Technical Committee

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

RECOMMENDED CONCLUSIONS

The Planning Commission has reviewed:

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

Summary of Planning Commission Discussion Issues

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

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

Recommendation

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

Vote to DENY recommendation: 5-2.

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

Carol Helland
Planning and Community Development Director

Signed by:
Susan Weston
2E66B184628E4A6...

Susan Weston
Planning Commission Chair

Attachments

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

Appendices

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

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Attachment A

Comp Plan LU Map & Zoning Map Amendments: 6900 188th Ave. NE













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REAL ESTATE PURCHASE AND SALE AGREEMENT

BETWEEN

CITY OF REDMOND, a municipal corporation

AND

HM PACIFIC NORTHWEST, INC., a Washington corporation

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REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made by and between HM PACIFIC NORTHWEST, INC., a Washington corporation ("**Seller**"), and the CITY OF REDMOND, a municipal corporation ("**Purchaser**"). Seller and Purchaser are referred to herein collectively as the "**Parties**." The "**Effective Date**" of this Agreement is the date of mutual execution of this Agreement, as reflected by the last date of the respective signatures below.

ARTICLE I
PROPERTY AND PURCHASE PRICE

1.1 Real Property Description. Seller owns certain real property in King County, Washington consisting of approximately 9.12 acres, commonly known as King County Parcel Identification Number 062506-9019 (the "**Parcel**"), as legally described on Exhibit A attached hereto (the "**Real Property**").

1.2 Agreement of Purchase and Sale. Subject to the terms and conditions set forth herein, Seller agrees to sell, convey, transfer, and assign, and Purchaser agrees to purchase, all of Seller's right, title and interest in and to the Real Property, together with all of Seller's right, title and interest in and to the following: any and all land lying in the bed of any street, road, highway or avenue, open or proposed, in front of, or adjoining all or any part of the Real Property, and all strips, gores or rights-of-way, lakebeds, streams, riparian rights, appurtenances, rights (including any and all development or similar rights), licenses, and easements, in any way benefitting or otherwise in front of or adjoining all or any part of the Real Property (collectively with the Real Property, the "**Property**").

1.3 Use Restriction. As a material inducement to Seller's agreement to sell the Property to Purchaser, Purchaser and its heirs, assigns and successors agree that neither the Property, nor any portion thereof, for a period of fifty (50) years after the Closing Date (as defined in Section 4.1), shall be used, developed or operated, for the purpose of producing, manufacturing, selling or distributing ready-mix concrete, aggregates, cement, supplementary cementitious material including slag, asphalt, concrete block, pipe, cementitious material or other products or services competitive with those sold or furnished by Seller as of the Closing which other products and services will be specified by Seller to Purchaser in writing prior to Closing (as defined in Section 4.1), if any (the "**Use Restriction**"). Seller shall have the right to enforce, by proceedings at law or in equity, the Use Restriction imposed by this provision including the right to prevent the violation of such Use Restriction, and the right to recover damages resulting from such violation. The Use Restriction contained in this provision shall survive the Closing. Purchaser acknowledges that breach of the Use Restriction would cause immediate and irreparable harm to Seller for which money damages would be inadequate. Therefore, Seller shall be entitled to injunctive relief for any breach by Purchaser of this Use Restriction without proof of actual damages and without the requirement to post a bond or other security. Such remedy shall not be deemed to be the exclusive remedy for breach of this Use Restriction, but shall be in addition to all other remedies available at law or equity. The Use Restriction shall be a Permitted Exception and the Use Restriction and provisions of this Section 1.3 shall be included in the Deed. The Parties acknowledge that Purchaser utilizes its own public works system to distribute and use concrete, aggregates and other

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materials as contemplation and which use is permitted and would not be a direct violation of this use covenant or restriction provision.

1.4 Purchase Price. The purchase price for the Property is Thirty-Eight Million Five Hundred Twenty-One Thousand Seven Hundred and Seven 00/100 Dollars ($38,521,707.00) (the "**Purchase Price**").

1.5 Purchaser's Deposit; Escrow.

(a) Within five (5) business days after the Effective Date, Purchaser shall deliver to Fidelity National Title Insurance Company located at 701 5th Avenue, Suite 2700, Seattle, 98104 ("**Escrow Agent**"), a cash deposit in the amount of Five Hundred Thousand and 00/100 dollars ($500,000) (the "**First Earnest Money Deposit**"). Within five (5) business days after Purchaser's delivery of the Approval Notice (defined below), Purchaser shall deliver to the Escrow Agent a cash deposit in the amount of Five Hundred Thousand and 00/100 dollars ($500,000) (the "**Second Earnest Money Deposit**", and collectively with the First Earnest Money Deposit, the "**Earnest Money**"). Within three (3) business days of receipt of any portion of the Earnest Money, Escrow Agent shall invest such portion of the Earnest Money in an interest bearing account. Upon Purchaser's delivery of the Approval Notice (defined below), the Earnest Money, including all interest accrued thereon, shall become nonrefundable and be applicable to the Purchase Price at Closing, except as specifically provided in this Agreement.

1.6 Seller's Backup Offers. Seller may negotiate backup offers with other potential buyers of the Property during the term of this Agreement. However, any and all such backup offers shall be expressly subordinate to Purchaser's rights under this Agreement and no backup buyer shall be permitted by Seller to unreasonably interfere with Purchaser's sole and exclusive rights as provided for in this Agreement so long as this Agreement is in full force and effect.

ARTICLE II
TITLE REVIEW

2.1 Title Examination, Commitment for Title Insurance. Within seven (7) days after the Effective Date, Seller shall cause the title insurance division of Fidelity National Title Insurance Company (the "**Title Company**") to issue a preliminary commitment for an ALTA 2021 form of owner's extended coverage policy of title insurance to Purchaser with an effective date of the Effective Date and an insured amount equal to the Purchase Price (the "**Title Commitment**"), together with accurate and complete copies of the Seller's vesting deed and all recorded instruments referenced in Schedule B of the Title Commitment. Purchaser shall have until twenty-one (21) days after delivery of the Title Commitment and copies of all recorded instruments referenced in the Title Commitment to examine title to the Real Property (the "**Title Review Period**").

2.2 Title Objections, Cure of Title Objections.

(a) Prior to expiration of the Title Review Period, Purchaser shall deliver written notice to Seller of any and all objections Purchaser may have to any of the Schedule B Special Exceptions to title insurance coverage disclosed in the Title Commitment. Any such

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exception to title disclosed in the Title Commitment to which Purchaser does not object by timely written notice shall become a "**Permitted Exception**."

(b) In the event Purchaser delivers timely written notice of objection to any exceptions disclosed in the Title Commitment, Seller shall have the right, but not the obligation, to elect to release, satisfy, or otherwise cure any defect, lien, encumbrance or other matter affecting title to the Real Property to which Purchaser timely objected. Within seven (7) days after receipt of Purchaser's notice of objection, Seller may deliver written notice to Purchaser informing Purchaser of Seller's election with respect to such exceptions. If Seller fails to give written notice of its election within such seven (7) day period, Seller shall be deemed to have elected not to cure any such exceptions.

(c) If Seller elects not to cure any exceptions to title objected to by Purchaser, Purchaser's sole remedy hereunder in such event shall be either (i) to accept title to the Real Property subject to such exceptions as if Purchaser had not objected thereto, or (ii) to terminate this Agreement, in which case the Earnest Money, plus interest accrued thereon, shall be returned to Purchaser by the Escrow Agent without demand, deduction or offset and without requiring the consent or approval of Seller, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. If Purchaser elects to terminate this Agreement, Purchaser shall provide Seller with written notice of termination pursuant to this Section 2.2(c) prior to the end of the Inspection Period, as defined in Section 3.1. If Purchaser fails to give such timely notice of its election to terminate for any reason whatsoever, Purchaser shall be deemed to have elected to accept title to the Real Property subject to such exceptions as if Purchaser had not objected thereto. Any exceptions to title to which Purchaser has objected, that Seller has elected not to remove, satisfy or otherwise cure, and that Purchaser has then elected to accept as an exception to title to the Real Property, shall also become a "**Permitted Exception**."

2.3 Supplemental Title Commitment. If there are any changes or additions to the Title Commitment after the expiration of the Title Review Period, Title Company shall deliver to Purchaser a supplemental report to the Title Commitment (the "**Supplemental Commitment**"). Purchaser shall have the right to review and approve any new items appearing in the Supplemental Commitment. Purchaser shall deliver notice of approval or disapproval of the items set forth in the Supplemental Commitment to Seller within five (5) business days after the delivery of the Supplemental Commitment. The failure of Purchaser to deliver notice of disapproval within said five (5) business day period shall be deemed to be Purchaser's approval of the Supplemental Commitment. In the event Purchaser delivers notice of disapproval, Seller shall have five (5) business days after receipt of Purchaser's notice to deliver notice as to whether Seller intends to remove, satisfy or otherwise cure any or all of the items in the Supplemental Commitment disapproved by Purchaser (collectively, the "**Disapproved Exceptions**") by Closing. If Seller fails to give written notice of its election within such five (5) business day period, Seller shall be deemed to have elected not to cure any such exceptions. If Seller elects not to cure or remove any Disapproved Exception within such five (5) business day period, Purchaser shall elect within two (2) business days after expiration of such five (5) business day period to either (i) waive the Disapproved Exception, in which event the Disapproved Exception shall become a Permitted Exception, or (ii) terminate this Agreement, in which case the Earnest Money, plus interest accrued thereon, if any, shall be returned to Purchaser by the Escrow Agent without demand, deduction or

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offset and without requiring the consent or approval of Seller, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. The failure of Purchaser to deliver notice of termination of this Agreement within said two (2) business day period shall be deemed to be Purchaser's waiver of the Disapproved Exception, in which event the Disapproved Exception shall become a Permitted Exception. Closing shall be extended as necessary to provide for the notice and response periods set forth above.

2.4 Conveyance of Title. At Closing, Seller shall convey and transfer to Purchaser title to the Real Property by the Deed (defined below), subject only to the Permitted Exceptions. At Closing, Seller shall cause the Title Company to issue to Purchaser a 2021 ALTA form of owner's extended coverage policy of title insurance to Purchaser with an insured amount equal to the Purchase Price in the same form as the Title Commitment, containing all endorsements requested and paid for by Purchaser, unless revised in accordance with this Agreement or otherwise upon Purchaser's prior written approval (the "**Title Policy**"). The Title Policy shall cover title to the Real Property with Limits of Liability in Schedule A in the amount of the Purchase Price, subject only to the Permitted Exceptions contained in Schedule B.

ARTICLE III
INSPECTION PERIOD

3.1 Right of Inspection. In accordance with the provisions set forth herein, during the period that began on April 8, 2026, and continuing to on or before 11:59 P.M., local time, on May 22, 2026 (hereinafter referred to as the "**Inspection Period**"), Purchaser shall have the right, at Purchaser's expense, to make inspections of the Real Property at times and at locations reasonably convenient to Purchaser in order to make the determination of suitability as provided in Section 3.3. Seller shall permit Purchaser to contact any contractors or consultants who have performed any work or inspections relating to the Real Property and shall authorize those persons or entities to communicate fully with Purchaser about the Real Property and the work performed and the results obtained or any reports prepared concerning the Real Property. Seller shall permit Purchaser to contact and discuss development of the Real Property with the local governing authority and all other applicable governmental agencies (the "**Permitting Jurisdiction**"). Subject to Section 3.2, Purchaser and Purchaser's representatives and authorized agents shall have the right to enter on the Real Property from the Effective Date to the Closing Date (defined below) or the earlier termination of this Agreement, to undertake inspections and investigations and make such tests, surveys and other studies of the Real Property as Purchaser deems appropriate. Seller shall provide Purchaser and Purchaser's representatives with reasonable access to the Real Property at reasonable business hours for such purposes, as further specified in Section 3.2. Seller shall have the right to accompany Purchaser and Purchaser's representatives and authorized agents on any entry onto the Real Property, and Seller will have the right to be present at the time any boring, drilling, invasive testing or environmental assessments are conducted on the Real Property. For the purpose of this section, each party shall to the highest degree possible keep the findings and conclusions and data generated confidential within the Parties of this transaction and their respective agents, members, or contractors and vendors as applicable. Seller acknowledges the Purchaser is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Purchaser is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in the Agreement is intended to prevent the Purchaser's

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compliance with the Public Records Act, and Purchaser shall not be liable to Seller, or in breach of this agreement due to Purchaser's decision to disclose records pursuant to Chapter 42.56 RCW and, or, compliance with any law or court order requiring the release of public records.

3.2 Investigation Requirements Plan. Prior to conducting any surveys, tests, Phase I or Phase II environmental surveys or additional inspections (geotechnical, critical area, etc), Purchaser shall notify Seller in writing of the dates, work to be performed, and persons who will be undertaking any such investigation or entering the Property pursuant to Section 3.1, including the type and location of investigative work, the location and purpose of any proposed invasive testing, and a schedule for approximately when such work will be conducted ("**Purchaser's Investigation Plan**"). Seller shall have three (3) business days within which to approve the Purchaser's Investigation Plan, which approval will not be unreasonably withheld or delayed. After approval of the Purchaser's Investigation Plan, Seller will permit Purchaser and its consultants to enter on the Property to perform Purchaser's Investigation Plan. All such investigations and inspection shall occur at Purchaser's sole expense. Purchaser shall not allow any liens on the Property and shall repair or restore the Property to its original condition after completion of its investigations. Prior to any entry upon the Property, Purchaser shall provide Seller with proof of commercial general liability insurance on an occurrence basis (CG 11-93 form including ISO 2010 11-85 or equivalent, if available) with limits not less than $2,000,000 per occurrence for bodily injury or property damage and $5,000,000 aggregate, and naming Seller as additional insured. Purchaser shall bear the entire cost of all tests and studies performed by Purchaser or performed at Purchaser's direction. Purchaser shall defend, indemnify, and hold Seller harmless from any cost, claim, liability, loss, demand, or expense asserted against Seller arising out of Purchaser's or its agents', employees' and designees' entry on the Property, including actual damage sustained to the Property. Seller's approval of Purchaser's Investigation Plan shall in no way be deemed to release or limit any damages or claims of Seller against Purchaser with respect to the activities conducted by Purchaser or its consultants or agents on the Property. On or before the Closing Date, regardless of whether Closing occurs on such date, Purchaser will provide to Seller copies of all third-party reports, studies or other information conducted by or obtained by Purchaser during the Inspection Period, including all reports relating to the engineering, design, marketing or related to the then current physical condition of the Property (the "**Purchaser Property Reports**"). Purchaser's liability under this Section shall survive the termination of this Agreement.

3.3 Seller's Delivery of Documents. Purchaser acknowledges that it has the right to inspect the Real Property and all documents, reports or other information disclosed by Seller, as provided herein and is purchasing the Property on an "as-is" basis without any warranties, express or implied, from Seller, except as expressly made herein. Seller has made available to Purchaser on its electronic data room accessible via the offering website, plans, survey information, engineering reports, title information, and site assessments pertaining to the Property in Seller's possession and identified on Exhibit B (collectively, "**Property Information**") to assist Purchaser in evaluating the feasibility of the Real Property for Purchaser's purposes. Purchaser acknowledges that Seller is providing the Property Information in good faith as a convenience to Purchaser. Seller shall not be a warrantor or guarantor of the accuracy, quality or completeness of any studies or tests conducted by any person or of any reports of such studies or tests. Purchaser's reliance upon such Property Information apart from Purchaser's independent investigation and inspection of the Property shall be at Purchaser's own risk.

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3.4 Right of Termination or Confirmation of Purchase. In the event Purchaser determines in Purchaser's sole discretion that the Real Property is not suitable for Purchaser's purposes, then Purchaser shall have the right to terminate this Agreement prior to the expiration of the Inspection Period. If Purchaser gives written notice of termination during the Inspection Period, this Agreement shall terminate, as further provided below. If Purchaser delivers to Seller written notice of its approval of its review of the Property (the "**Approval Notice**") prior to the expiration of the Inspection Period, the Earnest Money (including all interest thereon) shall become non-refundable and applicable towards the Purchase Price at Closing, except for Seller Default and as otherwise expressly provided in this Agreement. If Purchaser does not timely deliver the Approval Notice, Purchaser shall be deemed to have disapproved the Property, and this Agreement shall automatically terminate. In the event of termination under this Section, the Earnest Money, together with any interest earned thereon while deposited with the Escrow Agent, shall be returned to Purchaser without demand, deduction or offset and without requiring the consent or approval of Seller, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement, which obligation shall include but not be limited to Purchaser's indemnity obligations.

3.5 Seller's Contingency. Seller's obligation to complete the transaction and the purchase and sale contemplated herein is subject to the following condition ("**Seller's Condition**") being satisfied or waived, in Seller's sole discretion, on or before the date indicated:

(a) Seller obtaining all necessary corporate approvals for the transaction and the purchase and sale contemplated herein, on or before 4:00 PM PST on May 21, 2026.

If Seller does not provide written notice of the satisfaction or waiver of the Seller's condition within the time period therein specified, this Agreement shall terminate, the Earnest Money (less $100.00) plus interest accrued thereon, if any, shall be returned to Purchaser by the Escrow Agent without demand, deduction or offset, Seller shall reimburse Purchaser for Purchaser's actual and reasonable third party costs expended during the Inspection Period for the Purchaser Property Reports in an amount not to exceed Fifty Thousand no/100 Dollars ($50,000.00) within thirty (30) days after receipt of invoices from Purchaser for such out-of-pocket expenses, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3.6 Waiver of Seller Disclosure Statement; Environmental Disclosure and Indemnification. The Real Property constitutes "commercial real estate" as defined in RCW 64.06.005. Pursuant to RCW 64.06.010(7), Purchaser hereby expressly waives any right to receive the seller disclosure statement that would otherwise be required under RCW 64.06.013 for sale of commercial real estate. Because of Seller's knowledge of environmental matters related to the Real Property, Seller shall provide Purchaser with the section of the Form 17-Commercial entitled "Environmental." Seller's sole obligation with respect to Hazardous Substances and Hazardous Materials as such terms are presently defined in RCW 70.105D or federal law (collectively "**Hazardous Substances**") shall be its obligation to disclose to Purchaser the documents expressly identified on Exhibit B. Seller makes no representations or warranties whatsoever, neither express nor implied, concerning the presence or lack of any Hazardous Substances on the Real Property except for those issues disclosed in the Environmental, any

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documents in Exhibit B, or any other information disclosed concerning the Property on or before Closing. Purchaser may conduct appropriate investigation during the Inspection Period to determine whether Hazardous Substances are present on, around or under the Real Property. Upon its satisfaction and waiver of the Feasibility Contingency, Purchaser shall be deemed to have conclusively determined the extent of Hazardous Substances existing on or under the Property and have elected to undertake any remediation of the same that is contemplated, planned, or undertaken at Purchaser's sole cost and expense. Purchaser and its permitted assigns hereby agree to indemnify, defend and hold Seller and its successors and assigns (collectively, the "**Indemnified Parties**") harmless from and against any and all claims, actions, suits, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees (collectively, "**Damages**"), suffered or incurred by any of the Indemnified Parties as a result of the presence (or alleged presence) or the release of Hazardous Substances on, in, under, at or emanating to or from the Property whether before or after Closing including any claims brought by third parties or government agencies, and except for Damages arising out of Seller's gross negligence or for matters of which Seller had actual knowledge. For purposes of this Agreement, Seller's actual knowledge shall mean the actual, and not constructive, knowledge of Sophie Mullen, Director Sustainable Resource Development. The liability of Purchaser as set forth in the preceding sentence includes, without limitation, the following: (a) any costs of, or liability for, investigation, cleanup, removal, treatment, remediation or monitoring of any Hazardous Substance; (b) any damages resulting from the diminution in value or unmarketability of the Property or any other property; (c) any consequential or punitive damages suffered or incurred by any of the Indemnified Parties; (d) any fines, penalties, assessments, judgments or other liabilities resulting from any claim, judgment or finding concerning the violation or alleged violation of any Environmental Law (as defined in Washington or federal law); and (e) any amounts expended by any of the Indemnified Parties in good faith to settle or compromise any claim or allegation of liability covered by this Agreement. The provisions in this section shall survive Closing.

Initial AB

Purchaser's Initials

Initial LP

Seller's Initials

ARTICLE IV
CLOSING

4.1 Time and Place. The consummation of the transaction contemplated hereunder ("**Closing**") shall occur on June 23, 2026 (the "**Closing Date**").

4.2 Seller's Obligations at Closing. On or before the Closing Date, Seller shall deliver to Escrow Agent for the benefit of Purchaser the following:

(a) a duly executed and acknowledged Bargain and Sale Deed (the "**Deed**") in the form attached hereto as Exhibit C, conveying title to the Real Property to Purchaser, subject only to the Permitted Exceptions and the releases contained therein. Seller shall execute and deliver an Excise Tax Affidavit and any other instruments required by the Title Company to insure title to the Real Property by the Title Policy;

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(b) a Bill of Sale, in a form reasonably acceptable to Purchaser conveying all personal property right, title and interest of Seller in or related to the Real Property to Purchaser;

(c) an affidavit duly executed by Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act (FIRPTA); and

(d) such additional documents, including but not limited to, an owner's/seller's affidavit in a form required by Title Company to issue to Purchaser the Title Policy.

4.3 Purchaser's Obligations at Closing. On or before the Closing Date, Purchaser shall deliver to Escrow Agent for the benefit of Seller the following:

(a) the full amount of the Purchase Price as increased or decreased by prorations and adjustments as herein provided, less the Earnest Money, and less interest accrued thereon, by wire transfer of immediately available federal funds;

(b) such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser;

(c) an executed counterpart or counterparts to the Bill of Sale described in Section 4.2(b) above; and

(d) such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

4.4 Credits and Prorations. Real estate property taxes and utilities shall be apportioned with respect to the Property as of 12:01 a.m., local time, on the Closing Date, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs. Any real estate taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the current year have not been paid before Closing, Seller shall be charged at Closing an amount equal to that portion of such taxes and assessments that relates to the period before Closing. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves within thirty (30) days following Closing when such final amounts are known.

4.5 Closing Costs.

(a) Seller shall pay: (i) the fees of any counsel representing Seller in connection with this transaction; (ii) one-half (½) of any escrow fee charged by Escrow Agent; (iii) the standard coverage portion of the Title Policy to be issued to Purchaser by the Title Company at Closing; and (iv) the cost of the real estate excise tax payable by reason of the transfer of the Real Property.

(b) Purchaser shall pay: (i) the fees of any counsel representing Purchaser in connection with this transaction; (ii) the extended coverage surcharge for the Title Policy to be issued to Purchaser by the Title Company at Closing as well as any additional endorsements issued

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by the Title Company; (iii) one-half (½) of any escrow fee charged by Escrow Agent; and (iv) the recording fees charged by the King County Auditor to record the original Deed.

(c) All other costs and expenses incident to this transaction and the Closing shall be apportioned by the Parties in accordance with local custom. Notwithstanding anything to the contrary contained herein, Seller and Purchaser acknowledge that the escrow fee(s) charged by Escrow Agent at Closing will be at a discounted builder's rate.

ARTICLE V
REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES

5.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties, and no others, to Purchaser as of the Effective Date and at Closing:

(a) **Organization, Authority and Ownership**. Seller is duly organized and validly existing under the laws of the State of Washington and is duly qualified to transact business in the State of Washington. Seller has the full right and authority to enter into this Agreement, to transfer all of the Real Property to Purchaser, and to consummate, or cause to be consummated, the transactions contemplated herein. The person or persons signing this Agreement on behalf of Seller are authorized to do so.

(b) **Pending Actions.** There are no actions, suits, arbitrations, unsatisfied orders or judgments, governmental investigations or proceedings pending or threatened against the Property or the transaction contemplated by this Agreement, except as disclosed in writing to Purchaser.

(c) **Leases.** There are no leases or occupancy agreements affecting the Real Property that will survive Closing.

(d) **Outstanding Agreements**. There are no outstanding agreements of sale, options or any other rights of third parties to acquire or use the Property or to any interest therein.

(e) **Contracts**. There are no contracts applicable to the Property that will survive Closing.

The representations and warranties contained in this Agreement shall be true as of the Closing and shall survive Closing. Any claim for a breach of the representations or warranties must be filed and served within one year of the Closing.

5.2 AS-IS SALE AND RELEASE OF CLAIMS. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER KNOWS AND IS AWARE THAT THE PROPERTY WAS FORMERLY USED AS A BUILDING/LANDSCAPE SUPPLY STORE, MAINTENANCE GARAGE AND FOR VEHICLE STORAGE AND PRIOR TO THAT AS AN AGGREGATE PIT. PURCHASER ACKNOWLEDGES THAT HAZARDOUS SUBSTANCES MAY HAVE BEEN USED IN SUCH OPERATIONS. PURCHASER IS PURCHASING THE PROPERTY (INCLUDING ALL BUILDINGS AND IMPROVEMENTS THEREON) "AS IS WHERE IS" IN ITS PRESENT CONDITION. PURCHASER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY AND DOCUMENTATION IN SELLER'S

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POSSESSION AS PROVIDED HEREIN. EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THE DEED, IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT EXECUTED BY SELLER AT CLOSING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR: (a) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURE OR IMPROVEMENTS THEREON OR THE SUITABILITY OF THE PROPERTY FOR PURCHASER'S INTENDED USE OR ANY USE; (b) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (c) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (d) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (e) THE PAST, PRESENT OR FUTURE PRESENCE OF ANY HAZARDOUS SUBSTANCES IN, ON AT OR EMANATING FROM THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, OR THE PRESENCE OF ANY HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED, OR IN ANY OTHER DOCUMENT EXECUTED BY SELLER AT CLOSING, SELLER SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR FOR THE PRESENCE OR ALLEGED PRESENCE OF ANY HAZARDOUS SUBSTANCES, AND PURCHASER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS AND RIGHTS OF CONTRIBUTION WHICH THE PURCHASER HAS OR MAY HAVE AGAINST THE SELLER, ITS SUCCESSORS OR ASSIGNS WITH RESPECT TO THE CONDITION OF THE PROPERTY.

PURCHASER IS A SOPHISTICATED PURCHASER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY AND PURCHASER HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE TITLE POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER (OTHER THAN AS EXPRESSLY PROVIDED IN THE DEED OR IN ANY OTHER DOCUMENT EXECUTED BY SELLER AT OR BEFORE CLOSING).

FOLLOWING THE CLOSING, PURCHASER WAIVES AND RELEASES SELLER AND SELLER'S SUCCESSORS AND ASSIGNS AND FOREVER RELEASES AND DISCHARGES SELLER AND SELLER'S SUCCESSORS AND ASSIGNS FROM ANY AND ALL DAMAGES, CLAIMS, LOSSES, LIABILITIES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES OR RIGHTS OF CONTRIBUTION WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION,

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THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, AT, UNDER, OR EMANATING FROM OR TO THE PROPERTY, OR NONCOMPLIANCE WITH ANY LAW OR REGULATION APPLICABLE THERETO, UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LAWS. PURCHASER ACKNOWLEDGES THAT THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCE MAY INCREASE PURCHASER'S COST OF DEVELOPMENT AND THAT THIS RELEASE APPLIES TO ANY SUCH INCREMENTAL DEVELOPMENT COSTS. THE DEED SHALL INCLUDE THIS RELEASE WHICH SHALL RUN WITH THE LAND AND BE BINDING ON ALL SUBSEQUENT OWNERS. THIS SECTION SHALL SURVIVE CLOSING.

Initial AB

Purchaser's Initials

Initial LP

Seller's Initials

5.3 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as of the Effective Date and at Closing:

That Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and all requisite actions necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been, or by Closing will have been taken. The person signing this Agreement on behalf of Purchaser is authorized to do so on behalf of Purchaser as the Purchaser shall designate in accordance with its governing documents.

Purchaser has not: (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition or suffered the filing of an involuntary petition by Purchaser's creditors, (c) suffered the appointment of a receiver to take all, or substantially all, of Purchaser's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, or (e) admitted in writing its inability to pay its debts as they fall due, and no such action is threatened or contemplated. If any of such actions have been taken or brought against Purchaser, then prior to the date hereof the same have been fully disclosed and Purchaser discharged therefrom so that there are no prohibitions or conditions upon Purchaser's acquisition of the Property.

The representations and warranties contained in this Agreement shall be true as of the Closing and shall survive Closing. Any claim for a breach of the representations or warranties must be filed and served within one year of the Closing.

5.4 Indemnification by Seller. Seller agrees to indemnify, defend and hold Purchaser, its successors and assigns, members, managers, shareholders, officers, directors and/or employees of each of them, harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, including, without limitation, attorneys' fees, arising from any misrepresentation or breach of any warranty or covenant by Seller in this Agreement.

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5.5 Indemnification by Purchaser. Purchaser agrees to indemnify, defend and hold Seller, its affiliates, and their respective successors and assigns, members, managers, shareholders, officers, directors and/or employees of each of them, harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, including, without limitation, attorneys' fees, arising from any misrepresentation or breach of any warranty or covenant by Purchaser in this Agreement.

5.6 Limitations. Neither Seller nor Purchaser shall have any liability to the other for indemnity claims made under Sections 5.4 and 5.5, respectively, unless the aggregate amount of such losses, damages, costs and expenses (including reasonable attorneys' fees) exceeds Fifty Thousand and no/100 Dollars ($50,000), in which event Purchaser or Seller, as applicable, shall be entitled to recover on a first dollar basis those losses, or for losses, damages, costs and expenses (including reasonable attorneys' fees) up to an aggregate amount of equal to one and one half percent (1.5%) of the Purchase Price.

ARTICLE VI
RISK OF LOSS

6.1 Purchaser's Elections. In the event of loss or damage to the Real Property or any portion thereof, or any taking of all or any portion of the Property by eminent domain, condemnation or similar proceeding, Purchaser may elect either: (i) to terminate this Agreement in which case the Earnest Money, plus interest accrued thereon, shall immediately be returned to Purchaser by the Escrow Agent without demand, deduction or offset and without requiring the consent or approval of Seller, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement; or (ii) to proceed to Closing in which case Seller shall, at Purchaser's option, either perform any necessary repairs, or assign to Purchaser all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance and rent-loss policies or condemnation awards relating thereto. In the event that Purchaser elects that Seller shall perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable amount of time in order to allow for the completion of such repairs. If Purchaser elects that Seller shall assign a casualty claim to Purchaser, the Purchase Price shall be reduced by an amount equal to the deductible amount under Seller's applicable insurance policies and, with respect to damage not covered by Seller's insurance, by an amount reasonably estimated by Purchaser to repair such uninsured damage.

ARTICLE VII
DEFAULT

7.1 Liquidated Damages. IF THE CLOSING IS NOT CONSUMMATED DUE TO ANY DEFAULT BY PURCHASER HEREUNDER, AND PURCHASER FAILS TO CURE SUCH DEFAULT WITHIN FIVE (5) BUSINESS DAYS AFTER PURCHASER'S RECEIPT OF WRITTEN NOTICE FROM SELLER SPECIFYING SUCH BREACH, THEN SELLER, AS ITS SOLE REMEDY, SHALL RETAIN THE EARNEST MONEY AS LIQUIDATED DAMAGES, WHICH RETENTION SHALL OPERATE TO TERMINATE THIS AGREEMENT AND RELEASE PURCHASER FROM ANY AND ALL LIABILITY

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HEREUNDER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE DUE TO PURCHASER'S DEFAULT, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE EARNEST MONEY IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN SUCH EVENT. BY PLACING THEIR INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE. THE FOREGOING IS NOT INTENDED TO LIMIT EITHER PARTY'S SURVIVING OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, ANY INDEMNIFICATION OBLIGATIONS, UNDER THIS AGREEMENT.

Purchaser's Initials: Initial AB _____ Seller's Initials: Initial LP _____

7.2 Seller Default. In the event of a Seller Default (as defined below), Purchaser shall provide Seller with written notice of such default and, except for Closing, which shall occur on the Closing Date, Seller shall have five (5) business days after Seller's receipt from Purchaser of such written notice to cure such default, or if such default cannot be cured in such period, to commence the cure during such period and thereafter diligently complete such cure. If Seller is unable to cure timely such default or breach, Purchaser may terminate this Agreement by written notice to Seller and receive the return of the Earnest Money together with all interest thereon and receive reimbursement from Seller for Purchaser's actual and reasonable third party costs expended during the Inspection Period for the Purchaser Property Reports in an amount not to exceed Fifty Thousand Dollars ($50,000) within thirty (30) days of receipt of copies of such invoices. As used in this Agreement, a "**Seller Default**" shall mean (i) the failure by the Seller to deliver the Deed; (ii) the failure by the Seller to discharge, satisfy, release or terminate of record the matters Seller is required to remove from title as set forth in this Agreement; (iii) any breach of representation, warranty or covenant of Seller hereunder; or (iv) the failure by the Seller to perform any of Seller's other obligations under this Agreement, including, without limitation, the failure by the Seller to complete Closing on the Closing Date including satisfaction by Seller of all the obligations set forth in Section 4.2 above.

Purchaser's Initials: Initial AB _____ Seller's Initials: Initial LP _____

ARTICLE VIII
BROKERS

Seller and Purchaser acknowledge and agree that fifty percent (50%) of the commission due to Seller's broker, CBRE, Inc., under a separate agreement is to be shared with the Buyer's broker, Neil Walter Co., LLC, via the sale proceeds at Closing. Except for the aforementioned agreement to split commission, each party represents to the other that no other brokerage commission, finder's fee, acquisition fee or like payment arises through such party with regard to the sale of the Property. Purchaser hereby indemnifies and holds Seller harmless from any claim,

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liability, loss or expense for any brokerage commission, finder's fee, acquisition fee, or like payment asserted against Seller arising out of any agreement entered into by Purchaser in connection with this Agreement or the Property, arising through Purchaser; and Seller hereby indemnifies and holds Purchaser harmless from any claim, liability, loss or expense for any brokerage commission, finder's fee, acquisition fee, or like payment asserted against Purchaser in connection with this Agreement or the Property, arising through Seller. The obligations of the parties under this Article VIII shall survive the Closing. All parties acknowledge receipt of the pamphlet titled Real Estate Brokerage in Washington.

ARTICLE IX
MISCELLANEOUS

9.1 Public Disclosure. Prior to Closing, any release to any third party, except for the Escrow Agent, the Title Company, Permitting Jurisdiction and all relevant governmental agencies, or Seller's or Purchaser's attorneys, accountants, engineers, and confidential advisors, of information with respect to the sale contemplated herein or any matters set forth in this Agreement, will be made only in the form approved by Purchaser and Seller and their respective counsel.

9.2 Assignment. Purchaser shall not have the right to assign this Agreement without the prior written consent of Seller, which consent Seller shall not unreasonably withhold; provided, however, that Seller's consent shall not be required for the assignment by Purchaser to any entity that is owned or controlled by Purchaser; provided that (a) Purchaser gives written notice of such assignment to Seller and Escrow Agent before the Closing, and (b) Purchaser and the proposed assignee execute and deliver to Escrow Agent and Seller a fully executed assignment of the rights and obligations of original Purchaser under this Agreement.

9.3 Notices. Any notice, request, demand or other communication given or required to be given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) nationally recognized overnight delivery service with proof of delivery, or (iii) email, sent to the intended addressee at the address, email address set forth below, or to such other address or email address, or to the attention of such other person, as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of delivery or, in the case of email, as of the time of the email transmission (or, if such date is not a business day, then on the next business day). (If an email below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) Notwithstanding the foregoing, any written communication (including email) sent to a party, which is actually received by such party, shall constitute notice for all purposes of this Agreement. Unless changed in accordance with the preceding sentence, the addresses for notice given pursuant to this Agreement shall be:

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If to Seller:	HM Pacific Northwest, Inc. Attention: Kassandra Courtney, Land Manager 18911 North Creek Parkway, Suite 200 Bothell, WA 98011 Telephone: (425) 961-7325 Email: kassandra.courtney@heidelbergmaterials.com
With a copy to:	Cairncross & Hempelmann, P.S. Attn: Matt Hanna 524 Second Avenue, Suite 500 Seattle, WA 98104-2323 Phone: (206) 254-4452 Email: mhanna@cairncross.com
If to Purchaser:	City of Redmond Finance Director MS: 3NFN 15670 NE 85th Street Redmond, WA 98073-9710 Telephone: 425-556-2900 Email: realproperty@redmond.gov
With a copy to:	City of Redmond Attn: City Attorney MS: 1SCA 15670 NE 85th Street PO Box 97010 Redmond, WA 98073-9710 Telephone: 425-556-2900 Email: rmueller@redmond.gov

9.4 Binding Effect. This Agreement, and any amendment or modification thereof, shall not be binding in any way upon Seller and Purchaser unless and until Seller and Purchaser execute and deliver this Agreement.

9.5 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

9.6 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the state in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5 p.m., local time unless otherwise specifically stated.

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9.7 Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

9.8 Like-Kind Exchange. Seller or Purchaser may wish to structure this transaction in such a manner so as to effectuate a simultaneous, reverse or deferred like-kind exchange (an "**Exchange**") pursuant to the applicable provisions of Section 1031 of the Internal Revenue Code, as amended. Accordingly, notwithstanding any provision of this Agreement to the contrary, Seller and Purchaser shall each have the right to assign its rights under this Agreement to a third party exchange facilitator, including a qualified intermediary or exchange accommodation titleholder, for the purpose of effectuating such an Exchange or change the tax entity classification to facilitate an Exchange. Seller and Purchaser shall cooperate in all reasonable respects with the assigning Party to effectuate such Exchange including, without limitation, by executing such documents as the exchanging party may reasonably require to effect such Exchange; provided, however, that: the non-assigning Party shall not be required to incur any additional cost or expense as a result of such Exchange; the non-assigning Party shall not be required to take title to any other property; and neither Seller nor Purchaser warrants to the other, and neither Seller nor Purchaser shall be responsible for, any of the tax consequences to the other resulting from the Exchange.

9.9 Entire Agreement. This Agreement, including the exhibits and documents to be delivered at Closing, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

9.10 Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Purchaser with respect to the Property. The provisions of this Section 9.10 shall survive the Closing.

9.11 Counterparts. This Agreement may be executed in counterparts and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Email copies of signatures shall be treated for all purposes as original signatures.

9.12 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

9.13 Applicable Law. This Agreement is performable in the state in which the Property is located and shall in all respects be governed by, and construed in accordance with the substantive federal laws of the United States and the laws of the state of Washington. Seller and Purchaser hereby irrevocably submit to the jurisdiction and venue of the King County Superior Court in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined by the King County Superior Court. Purchaser and Seller agree that the provisions of this Section 9.13 shall survive

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Closing. The Parties waive any right to jury that may otherwise apply to this Agreement, and any action to enforce or interpret it.

9.14 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

9.15 Survival. The terms of this Agreement shall survive the Closing or any termination of this Agreement prior thereto, and shall not be merged into the execution and delivery of the Deed. The foregoing is in addition to, and not in exclusion of, any survival provisions elsewhere set forth in this Agreement.

9.16 Attorneys' Fees. In the event any dispute between Purchaser and Seller should result in litigation, arbitration or mediation, the substantially prevailing party shall be reimbursed for all reasonable costs incurred in connection with such action, including, without limitation, reasonable attorneys' fees.

9.17 Time is of the Essence. Time is of the essence in this Agreement and each of its provisions.

Remainder of page intentionally left blank; separate signature page attached.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

PURCHASER:

CITY OF REDMOND, a municipal corporation

Signed by:
Angela Birney
F678C3A6CA90451...

By:_____
Name: ANGELA BIRNEY
Title: MAYOR

Date: 5/6/2026

SELLER:

HM PACIFIC NORTHWEST, INC., a Washington corporation

Signed by:
230AD5D0F3F848D...

By:_____
Name: LUKE PISCHEDDA
Title: VICE PRESIDENT – MATERIALS, PNW

Date: 5/6/2026

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EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1723 WITH THE SOUTH LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1323, BOTH AS CONVEYED BY THE CAMPBELL LUMBER COMPANY TO THE COUNTY OF KING BY DEED RECORDED UNDER RECORDING NO. 2279626, SAID POINT OF INTERSECTION BEING 215 FEET, MORE OR LESS, SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID COUNTY ROAD NO. 1723, A DISTANCE OF 884.8 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 954 (BEING THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE REDMOND-SNOQUALMIE ROAD NO. 952);
THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF SAID RIGHT-OF-WAY TO THE INTERSECTION OF THE EAST LINE OF 188TH AVENUE SOUTHEAST;
THENCE NORTHERLY ALONG SAID EAST LINE TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1323;
THENCE EASTERLY ALONG SAID SOUTHERLY LNE TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE EASTERLY 345 FEET, MEASURED ALONG THE NORTH LINE;

ALSO EXCEPT THE NORTHWERLY 440 FEET OF THE WESTERLY 144.4 FEET OF THE EASTERLY 489.4 FEET, MEASURED ALONG THE NORTH LINE;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 20040419002310;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 20150114001477;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 20150114001481.

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EXHIBIT B

PROPERTY DOCUMENTS

Survey	231071-ALTA ALTA 18816 NE North Union.pdf
Leases	None
Title Report	FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON, INC. COMMITMENT NO. 25000054-SC, REVISION 1
Geotechnical	NE Union Industrial - DRAFT Geotechnical Engineering Report.pdf
Cultural Significance	Cultural - DesktopReviewMemorandum.pdf
Critical Areas	2024-04-17_CriticalAreaRecon-Memo.pdf
Groundwater Data	L1718042.pdf L1720853.pdf L1723392.pdf L1723396.pdf L1717425.pdf
Soil Data	L1718056.pdf L1720856.pdf L1717456.pdf
Soil Vapor Data	Rpt_2403366_Tishman_Redmond_Final_v2.pdf Rpt_2403398_Tishman_Redmond_Final_v2.pdf
Phase 1	20240528 18816 NE Union Hill Road - Phase I ESA.pdf
Remediation Memos	Environmental Summary Redmond Shop-10Mar2025.pdf Recommended Environmental Actions Redmond Shop-13Mar2025.pdf Draft Independent Cleanup Report for Redmond Shop Facility.pdf
Site Layout	Figure 2A Site Layout with Historical UST Areas (002).pdf
Hazmat Survey	18154-Heidelberg Materials-Union Hill Demo Survey-RBMS.pdf

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EXHIBIT C

FORM OF DEED

When Recorded Return to:
CITY OF REDMOND
Attn: Real Property
MS 3NFN
15670 NE 85th Street
Redmond, WA, 98073-9710

Reference Number(s) of Documents assigned or released: None.

Grantors: HM Pacific Northwest, Inc., a Washington corporation

Grantee: City of Redmond, a municipal corporation

Abbreviated Legal:

Tax Parcel No(s):

BARGAIN AND SALE DEED

For and in consideration of $10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, HM PACIFIC NORTHWEST, INC., a Washington corporation ("**Grantor**"), hereby bargains, sells, and conveys to the City of Redmond, a municipal corporation ("**Grantee**"), that certain real property located in King County, State of Washington, more particularly described in Exhibit A-1, attached hereto.

SUBJECT TO Those matters set forth on Exhibit B-1, Exhibit C-1 AND the release contained in Exhibit D-1 attached hereto and incorporated herein by this reference.

The Grantors for itself and its successors in interest do, by these presents, expressly limit the covenants of this deed to those expressed herein and do hereby covenant that, against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor, and not otherwise, it will forever warrant and defend the said described real estate.

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This Bargain and Sale Deed is executed as of the _____ day of _____,_202_.

GRANTOR:
HM PACIFIC NORTHWEST, INC., a Washington corporation

_____

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____ to me known to be the _____ of HM PACIFIC NORTHWEST, INC., a said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that said individual is authorized to execute said instrument.

GIVEN under my hand and official seal this ____ day of _____, 202_.

_____

_____

(Print name of notary)
NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____

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EXHIBIT A-1
Legal Description

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1723 WITH THE SOUTH LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1323, BOTH AS CONVEYED BY THE CAMPBELL LUMBER COMPANY TO THE COUNTY OF KING BY DEED RECORDED UNDER RECORDING NO. 2279626, SAID POINT OF INTERSECTION BEING 215 FEET, MORE OR LESS, SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID COUNTY ROAD NO. 1723, A DISTANCE OF 884.8 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 954 (BEING THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE REDMOND-SNOQUALMIE ROAD NO. 952);
THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF SAID RIGHT-OF-WAY TO THE INTERSECTION OF THE EAST LINE OF 188TH AVENUE SOUTHEAST;
THENCE NORTHERLY ALONG SAID EAST LINE TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1323;
THENCE EASTERLY ALONG SAID SOUTHERLY LNE TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE EASTERLY 345 FEET, MEASURED ALONG THE NORTH LINE;

ALSO EXCEPT THE NORTHWERLY 440 FEET OF THE WESTERLY 144.4 FEET OF THE EASTERLY 489.4 FEET, MEASURED ALONG THE NORTH LINE;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 20040419002310;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 20150114001477;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 20150114001481.

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EXHIBIT B-1
Permitted Encumbrances

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EXHIBIT C-1
Use Restriction

The Grantee and its heirs, assigns and successors agree that neither the Property, nor any portion thereof, for a period of fifty (50) years, shall be used, developed or operated, for the purpose of producing, manufacturing, selling or distributing ready-mix concrete, aggregates, cement, SCMs, asphalt, concrete block, pipe, cementitious material or other products or services competitive with those sold or furnished by Grantor. For the purpose of this section, the storage and use of incidental quantities of similar materials used exclusively for City of Redmond operations shall not be deemed a violation of this use restriction.

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EXHIBIT D-1
Environmental Release

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE KNOWS AND IS AWARE THAT THE PROPERTY WAS FORMERLY USED AS A BUILDING/LANDSCAPE SUPPLY STORE, MAINTENANCE GARAGE AND FOR VEHICLE STORAGE AND PRIOR TO THAT AS AN AGGREGATE PIT. GRANTEE ACKNOWLEDGES THAT HAZARDOUS SUBSTANCES MAY HAVE BEEN USED IN SUCH OPERATIONS. GRANTEE IS PURCHASING THE PROPERTY "AS IS WHERE IS" IN ITS PRESENT CONDITION. GRANTEE HAS THE OPPORTUNITY TO INSPECT THE PROPERTY AND DOCUMENTATION IN GRANTOR'S POSSESSION AS PROVIDED HEREIN. EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THE DEED OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT CLOSING, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR: (a) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURE OR IMPROVEMENTS THEREON OR THE SUITABILITY OF THE PROPERTY FOR GRANTEE'S INTENDED USE OR ANY USE; (b) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (c) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (d) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (e) THE PAST, PRESENT OR FUTURE PRESENCE OF ANY HAZARDOUS SUBSTANCES IN, ON AT OR EMANATING FROM THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, OR THE PRESENCE OF ANY HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED, OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT CLOSING, GRANTOR SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR FOR THE PRESENCE OR ALLEGED PRESENCE OF ANY HAZARDOUS SUBSTANCES, AND GRANTEE HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS AND RIGHTS OF CONTRIBUTION WHICH THE GRANTEE HAS OR MAY HAVE AGAINST THE GRANTOR, OR GRANTOR'S SUCCESSORS OR ASSIGNS WITH RESPECT TO THE CONDITION OF THE PROPERTY.

GRANTEE IS A SOPHISTICATED GRANTEE WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY AND GRANTEE HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE TITLE POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED

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BY GRANTOR (OTHER THAN AS EXPRESSLY PROVIDED IN THE DEED OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT OR BEFORE CLOSING.

FOLLOWING THE CLOSING, GRANTEE WAIVES AND RELEASES GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS AND FOREVER RELEASES AND DISCHARGES GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS FROM ANY AND ALL DAMAGES, CLAIMS, LOSSES, LIABILITIES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES OR RIGHTS OF CONTRIBUTION WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, AT, UNDER, OR EMANATING FROM OR TO THE PROPERTY, OR NONCOMPLIANCE WITH ANY LAW OR REGULATION APPLICABLE THERETO, UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LAWS. GRANTEE ACKNOWLEDGES THAT THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCE MAY INCREASE GRANTEE'S COST OF DEVELOPMENT AND THAT THIS RELEASE APPLIES TO ANY SUCH INCREMENTAL DEVELOPMENT COSTS.

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City of Redmond
Payroll Check Approval Register
Pay period: 5/1 - 5/15/2026
Check Date: 05/22/2026

Check Total:	$	26,582.13
Direct Deposit Total:	$	3,065,899.98
Wires & Electronic Funds Transfers:	**$**	**1,830,226.24**
Grand Total:	$	4,922,708.35

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	**189122**	through	**189138**	,
Direct deposits numbered	**204694**	through	**205509**	, and
Electronic Fund transfers	**1980**	through	**1984**	

are approved for payment in the amount of **$4,922,708.35**
on this **22nd day of May 2026.**

Note:

City of Redmond
Payroll Final Check List
Pay period: 5/1 - 5/15/2026
Check Date: 05/22/2026

Total Checks and Direct deposit:	$	4,352,188.15
Wire Wilmington Trust RICS (MEBT):	**$**	**570,520.20**
Grand Total:	$	4,922,708.35

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.

Signed by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington