## **City of Redmond**



## Agenda

**Tuesday, June 28, 2022** 

4:30 PM

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

# Committee of the Whole - Parks and Environmental Sustainability

**Committee Members** 

David Carson, Presiding Officer
Jeralee Anderson
Steve Fields
Jessica Forsythe
Varisha Khan
Vanessa Kritzer
Melissa Stuart

#### **AGENDA**

#### ROLL CALL

1. Monthly Environmental Sustainability Action Plan Update -June 2022

CM 22-438

Attachment A: June ESAP Update

Department: Executive, Read Only Requested Action: Informational

2. Referral of Tree Regulations Update to the Redmond Zoning

CM 22-424

Sustainability Committee of the Whole

Attachment A: Adopting Ordinance

Attachment B: Combined Post-PC Written Comments

Attachment C: RMC 1.14 Enforcement and Penalties Amendments

Attachment D: Replacement Tree Fee Schedule Amendments

Code (LAND-2021-00016) to the Parks and Environmental

Department: Planning and Community Development, 15 minutes

Requested Action: TBD

3. Approval of an Artistic Agreement with Joe Thurston for the Redmond Senior & Community Center

CM 22-439

Attachment A: Artistic Agreement

Attachment B: Artist Proposal

Department: Parks and Recreation, 10 minutes

Requested Action: Consent, July 5th

4. Redmond Senior and Community Center Consultant

CM 22-441

Supplement 1 with DBecker Consulting, LLC for Construction Administration Services

Attachment A: Community and Stakeholder Outreach and Involvement

Attachment B: Council Review Previous Contacts

Attachment C: Consultant Supplement 1 DBecker

Department: Parks and Recreation, 10 minutes

Requested Action: Consent, July 5th

**5.** Redmond Senior and Community Center Consultant Supplement 2 with Opsis Architecture for Construction Administration Services

CM 22-443

Attachment A: Community and Stakeholder Outreach and Involvement

Attachment B: Council Review Previous Contacts
Attachment C: Consultant Supplement 2 Opsis

Department: Parks and Recreation, 10 minutes

Requested Action: Consent, July 5th

6. 2020 Environmental Sustainability Action Plan - Water

CM 22-436

Management Focus Area Update Department: Public Works, 10 minutes

Requested Action: Informational

#### **ADJOURNMENT**



for the City's work.

## City of Redmond

15670 NE 85th Street Redmond, WA

## Memorandum

Date: 6/28/2022 Meeting of: Committee of the Whole	e - Parks and Environment	al Sustainabilit	File No. CM 22-438 y Type: Committee Memo
TO: Committee of the Whole - Parks FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT		inability	
Executive	Lisa Maher		425-556-2427
DEPARTMENT STAFF:			
Executive	Jenny Lybeck	Sustain	ability Program Manager
Monthly Environmental Sustander Sustander Sustander Sustander Sustander Sustainabil  Additional Background Info	al update on implementat ity Action Plan (ESAP) and	ion activities co Climate Emerg	ompleted over the past month in support of ency Declaration.
REQUESTED ACTION:   Receive Information	☐ Provide Direction		Approve
<ul><li>Carbon Strategy, Communit</li><li>Required:</li></ul>	•		aration, City of Redmond Operations Zero lan
<ul><li>meetings.</li><li>Other Key Facts:</li><li>The Environmental Sustaina</li></ul>	ability Action Plan was ad	opted in Septe	tal Sustainability Committee of the Whole ember 2020 and serves as the community's natural resources. Council also adopted a

Climate Emergency Declaration, which was integrated into the ESAP and identifies key sustainability objectives

Date: 6/28/2022 Meeting of: Committee of the Whole - Parks	s and Environme	ental Sustainability		No. CM 22-438 : Committee Mo
OUTCOMES: See Attachment A for a summary of implem	entation highlig	hts.		
COMMUNITY/STAKEHOLDER OUTREACH A	ND INVOLVEME	<u>NT</u> :		
<ul> <li>Timeline (previous or planned):         N/A</li> <li>Outreach Methods and Results:         N/A</li> <li>Feedback Summary:         N/A</li> </ul>				
BUDGET IMPACT:				
Total Cost: N/A				
Approved in current biennial budget:	☐ Yes	□ No	⊠ N/A	
Budget Offer Number: The memo includes updates across multiple	e departments a	nd divisions.		
<b>Budget Priority</b> : Healthy and Sustainable				
Other budget impacts or additional costs:  If yes, explain:  N/A	☐ Yes	□ No	⊠ N/A	
Funding source(s): The memo includes updates across multiple	departments a	nd divisions.		
Budget/Funding Constraints: N/A				
☐ Additional budget details attached				
COUNCIL REVIEW:				
Previous Contact(s)				
Date Meeting		Re	equested Action	1

Date	Meeting	Requested Action
2/23/2021	Study Session	Receive Information
1	Committee of the Whole - Finance, Administration, and Communications	Receive Information

Memo

Date: 6/28/2022 File No. CM 22-438

Meeting of: Committee of the Whole - Parks and Environmental Sustainability Type: Committee Memo

10/19/2021	Committee of the Whole - Public Safety	Receive Information
11/16/2021	Committee of the Whole - Public Safety	Receive Information
1/25/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
2/22/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
3/22/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
4/26/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
5/24/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

**Proposed Upcoming Contact(s)** 

Date	Meeting	Requested Action
7/26/2022	Committee of the Whole - Parks and Environmental	Receive Information
	Sustainability	

#### **Time Constraints:**

N/A

#### **ANTICIPATED RESULT IF NOT APPROVED:**

N/A

### **ATTACHMENTS**:

Attachment A: Monthly Environmental Sustainability Action Plan Update

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## Background

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

The overarching ESAP priorities for 2021-2022 include:

- 1. Prioritize improvements to **city operations** as Redmond works towards the goal of carbon neutrality for city operations by 2030 in support of the Climate Emergency Declaration.
- 2. Advance key sustainability priorities, including those integrated into the 2021-2022 budget.
- 3. Leverage partnerships and communications strategies to engage the community.
- 4. Establish **foundational systems** and programs for the newly formed Sustainability Program.

## Programmatic Updates

### City Operations

• Washington Department of Commerce Climate Resilience Grant Application: The City submitted a grant request to the Department of Commerce for funding to support a review of stormwater design recommendations considering climate change and stakeholder engagement in support of the Transportation Master Plan update. The grant application implements key recommendations from the Climate Vulnerability Assessment and supports vehicle miles traveled (VMT) reductions.

#### **Key Priorities**

- <u>US Conference of Mayors Climate Protection Award</u>: Mayor Birney and the City of Redmond were recognized on June 7 during the U.S. Conference of Mayors' 90<sup>th</sup> Annual Meeting in Reno, Nevada. Mayor Birney received an Honorable Mention in the Small City category of the 2022 Mayors Climate Protection Awards for the City's Climate Vulnerability and Risk Assessment.
- <u>Ridwell Styrofoam and Plastic Bag Pick-up</u>: In partnership with Ridwell, the City hosted free doorstep pick-up and recycling of Styrofoam and plastic bags on May 8 and May 21 for single family homes, apartment, and condos. 1,077 households participated in the Styrofoam recycling and 603 households participated in the plastic film recycling. The next pick-up event will be held in September.
- <u>Dry Cleaner Decommissioning</u>: Public Works staff helped a local dry cleaner with decommissioning costs of their dry cleaning machine through the Department of Ecology Product Replacement Program. The business owner was forced to permanently close its doors due to COVID and received a grant to cover 100% of the costs to ensure the chemicals were disposed of properly.
- <u>June 6, 2022, Climate Preparedness and Comprehensive Plan Updates Webinar</u>: Senior Planner Beckye Frye was one of six speakers on a webinar that explored community

experiences integrating climate preparedness policies and actions in comprehensive plans. Beckye highlighted Redmond 2050 and the work to integrate the Climate Vulnerability Assessment findings into the Redmond 2050 EIS and growth alternatives analysis. More than 140 people were in attendance.

• <u>Energy Smart Eastside Heat Pump Campaign</u>: Partner cities are finalizing the programmatic details for the Energy Smart Eastside program. The program website will launch in the coming weeks along with dates for the first educational workshops, the first step for interested community members who wish to participate.

## Partnerships & Communication

Fix-It-Clinic: The Solid Waste Team hosted a Fix-It-Clinic in partnership with King County on May 14, 2022. 85 people attended the event, working on 60 items and fixing or mending about 40 of them. Items that were successfully fixed or mended included four lamps, a bread maker, desk chair, mini tape recorder, earrings, record player, two blenders, six pairs of pants, two jackets, and more.



 <u>Eastside Climate Challenge</u>: Following the launch of the regional Eastside Climate Challenge, the partners cities have hosted Team Leader trainings to encourage community connection and deeper engagement with the platform. Additional workshops are scheduled for the last week in July to train a new cohort of Team leaders. To learn more or join the Challenge, visit the City's <u>website</u>.

#### Foundational Systems

 June Environmental Sustainability Advisory Committee meeting: The ESAC met on June 16, 2022, at 5:30 virtually and at City Hall. The committee received an overview of the Watershed Management Plan update and Cascade Water Alliance programs. The next meeting is scheduled for July 28, 2022.



N/A

## City of Redmond

15670 NE 85th Street Redmond, WA

## Memorandum

<b>Date</b> : 6/28/2022 <b>Meeting of</b> : Committee of the Whole - Pa	arks and Environmental S	ustainability	File No. CM 2 Type: Commit	
TO: Committee of the Whole - Parks and FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):	Environmental Sustainab	ility		
Planning and Community Development	Carol Helland	4	25-556-2170	7
DEDARTMENT CTAFF.				_
<b>DEPARTMENT STAFF:</b> Planning and Community Development	Seraphie Allen	Deputy Dire	ctor	ך
	Cathy Beam, AICP	Principal Pla		1
, ,	<u> </u>			_
OVERVIEW STATEMENT: Discussion of amendments to RZC 21.72 and Penalties was removed to the Parks Council Business Meeting. For ease of Caree Fee provisions have been extracted Cand D respectively.  Additional Background Information	s and Environmental Sust Council discussion, the Er from the adopting ordina	tainability Comr oforcement and once in Attachm	nittee of the Whole of Penalties provisions	during the June 7 and Replacement
☐ Receive Information	☑ Provide Direction	☐ Appro	ove	
REQUEST RATIONALE:				
<ul> <li>Relevant Plans/Policies:         <ul> <li>Redmond Comprehensive Plan,</li> <li>Environment Element; Tree Can</li> <li>Implementation Plan; Watershed</li> </ul> </li> <li>Required:         <ul> <li>N/A</li> </ul> </li> </ul>	nopy Strategic Plan; Envi	ronmental Sust	ainability Action Plan	n; Climate Action

#### • Other Key Facts:

#### Approach:

An inter-departmental Tree Team was formed, consisting of staff from Planning, Parks, Public Works, and the Executive Office. It was vital to create this team to gain insight into how each Department addresses trees.

Three high-level goals were established for the Tree Regulations Update:

- Clarity in the regulations where there are conflicts or regulatory gaps, to ensure consistent implementation and predictability;
- Reflective of community values; and
- Alignment with the City's Strategic Plan so the regulations are complimentary and do not conflict with the greater vision.

Additionally, the team established main objectives:

- Early involvement of internal and external stakeholders;
- Informed by research of surrounding jurisdictions and review of emerging nationwide trends to help identify regulatory gaps;
- Establishment of clear mechanisms for reporting on tree removals, tree retention, and tree plantings; and
- Regulations that support the Comprehensive Plan, Tree Canopy Strategic Plan, and adopted growth targets.

#### **Growth:**

The existing tree regulations in the RZC were adopted in 1998. These regulations have not had a comprehensive review since that time. Meanwhile, significant growth has occurred in Redmond since 1998: 57% increase in population, 65% increase in housing units, and 85% increase in the number of jobs. A thorough review of the regulations is warranted to ensure they reflect current community values and balance competing interests.

#### Research:

A comparative analysis of tree regulations from surrounding jurisdictions was prepared. This enabled staff to determine where Redmond falls in the spectrum of tree protection and regulation in the region. Staff also researched national emerging trends and approaches to tree management. Lastly, staff analyzed tree permit issuance data from EnerGov, the City's electronic permitting system, as well as tree data related to development proposals over a five-year horizon.

#### **Key Changes**

As noted above, a key element of the update is to provide clarity and reflect community values. Key proposed changes are noted below:

- Tree Management Approach. Establishes a tree management framework that follows an impact
  mitigation sequencing approach by avoiding tree removal, minimizing impacts through retention of as
  many trees as possible, mitigating impacts that cannot be avoided by replacing trees at a higher ratio;
  compensating by paying a fee-in-lieu; and monitoring for success through the bonding period. (Note:
  The tree retention requirement has not changed. It is still 35%.)
- Tree Replacement Ratios. These have been increased in response to public input and to help address the temporal loss of trees. Tree replacement ratios are currently 1:1 for significant trees and 3:1 for

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landmark trees. Proposed ratios are 3:1 for significant trees and 6:1 for landmark trees. Impacted trees will remain at a 1:1 replacement ratio.

- Fee-In-Lieu. Applicants will need to document in writing the rationale why on-site or off-site tree replacement is not achievable. The fee-in-lieu has been increased to \$500 for each significant tree and \$2,000 for each landmark tree removed. Currently, it should be \$250 per tree, however, this fee was inadvertently changed and was reduced to \$98 per tree when the city revised the fee schedules in 2019.
- Deviations. The Exceptions section has been changed to Deviations to be consistent with existing RZC terminology. Revisions specifying documentation for deviations requests and criteria for granting deviations have been clarified.
- Penalties. Financial penalties are proposed to be based upon industry standards and reference the International Society of Arboriculture's "Guide for Plant Appraisal" versus a flat \$3,000 fine.
- Hazardous Trees. The approach to hazardous trees has been clarified. Their removal requires a permit
  and 1:1 replacement is required. Dead trees have been eliminated from the definition of hazardous
  trees.
- Definitions. Several relevant definitions have been added to provide code clarity, such as an impacted tree, retained tree, topping, and pruning.

#### **OUTCOMES:**

The proposal reaches a balance of environmental protection in an urbanizing community. It is more reflective of community values than the current regulations.

#### COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

Public participation in advance of crafting the draft regulations was an imperative step. Staff created a Let's Connect webpage in May 2020 that contains information that frames the context for the regulations update, along with supporting documents and a project schedule. This webpage is still active. People additionally reached out via email or phone calls through the update process offering input. Lastly, many people submitted written testimony during the Planning Commission's public hearing and review of the proposed regulations.

#### Timeline (previous or planned):

**June 2020 thru August 2020.** Staff ran a questionnaire on the Tree Regulations Update Let's Connect webpage which contained a series of non-leading, non-biased open-ended questions. The results from this survey were read and categorized and informed several changes in the proposed regulations.

**August 2020.** Staff also held two virtual office hours events in 2020 that citizens attended to ask questions and offer comments on updating the tree regulations.

**September 2021 thru January 2022.** The Planning Commission held seven meetings, one of which was a public hearing on November 10, 2021.

Throughout the entire process, staff participated in many one-on-one calls with citizens, business owners, and developers.

#### • Outreach Methods and Results:

Feedback and comments were received early in the code development process through the Let's Connect questionnaire and virtual office hours events mentioned above.

Regarding the questionnaire, specifically, 82 individuals responded that the definition of a significant tree should remain the same, while 34 responded that the definition should be revised. Similarly, 87 respondents said the landmark tree definition should remain the same while 28 suggested it be revised. Those who suggested

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revisions mentioned landmark trees should be species-dependent considering the health, desirability of the species, and location. An overwhelmingly 102 respondents noted the City should continue the practice of issuing tree removal permits, while 18 noted the City should cease the practice. Several comments were made regarding making the process easier for single-family homeowners to secure a permit. Regarding the current requirement for development proposals to retain 35% of significant trees, the majority of respondents would like this number increased (71 for higher, nine for lower, and 37 for remaining the same). A tree retention rate of 50% was the most common response for making the retention requirement higher. Some respondents mentioned different retention requirements for significant versus landmark trees. Most people responding (75) suggested higher in-lieu fees, while 27 suggested keeping it the same, and 13 responded it should be lower. Five hundred dollars (\$500) was the most common recommendation on fee-in-lieu cost per tree, followed by \$1,000 (13 respondents).

Comments from the virtual office hours expressed concern that tree removal is too easy to obtain, replacement plantings are not effective, enforcement is lacking, and the need for education. Other comments included the interconnectedness of the Tree Canopy Strategic Plan, the Environmental Sustainability Action Plan and the proposed Updated Tree Regulations, and the potential for conflicts between overhead utility lines and tree retention.

Comments received during the Planning Commission's review of the proposed tree regulations were cataloged in the Commission's 51-page issues matrix. Additional changes were made to the proposed regulations in response to public testimony.

#### Feedback Summary:

Much of the feedback received was incorporated into the proposed tree regulations where possible, and where it maintained alignment with all city priorities, state/county mandates and could be reasonably achieved through practical business practices and allocated budget. Most of this input is reflected in the Key Changes noted above.

BUDGET IMPACT:			
<b>Total Cost:</b> None			
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A
<b>Budget Offer Number:</b> 000250			
<b>Budget Priority</b> : Vibrant and Connected			
Other budget impacts or additional costs: If yes, explain: N/A	☐ Yes	□ No	⊠ N/A
Funding source(s): General Fund			

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#### **Budget/Funding Constraints:**

N/A

□ Additional budget details attached

#### **COUNCIL REVIEW:**

#### **Previous Contact(s)**

Date	Meeting	Requested Action
3/1/2022	Committee of the Whole - Planning and Public Works	Receive Information
4/5/2022	Business Meeting	Receive Information
4/26/2022	Study Session	Receive Information
5/3/2022	Committee of the Whole - Planning and Public Works	Provide Direction
6/7/2022	Business Meeting	Approve

#### **Proposed Upcoming Contact(s)**

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

#### **Time Constraints:**

While there are no time constraints, there is considerable community support and momentum behind the adoption of code amendments that are better aligned with the city's environmental sustainability goals.

#### **ANTICIPATED RESULT IF NOT APPROVED:**

Existing regulations will remain in effect.

#### **ATTACHMENTS:**

Attachment A: Adopting Ordinance

Attachment B: Combined Post Planning Commission-Written Comments

Attachment C: RMC 1.14 Enforcement and penalties for unauthorized tree removal

Attachment D: Replacement Tree Fee Schedule

## CITY OF REDMOND ORDINANCE NO. XXXXXXX

ORDINANCE OF THE ΑN CITY OF REDMOND. WASHINGTON AMENDING ARTICLE IV AND ARTICLE VII OF THE REDMOND ZONING CODE TO IMPLEMENT UPDATES TO RZC 21.72, TREE REGULATIONS AND RZC 21.78, DEFINITIONS; AND AMENDING REDMOND MUNICIPAL CODE CHAPTER 1.14, ENFORCEMENT AND PENALTIES, FOR CONSISTENCY WITH AND SUPPLEMENT THE ENFORCEMENT SECTION OF THE TREE REGULATIONS; PROVIDING FOR SEVERABILITY, SAVINGS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, there has not been a comprehensive review of the City's tree regulations since their adoption in 1998;

WHEREAS, considerable growth has occurred in the City over this timeframe. There has been a 57% increase in population, 64% increase in housing, and an 85% increase in the number of jobs since 1998;

WHEREAS, early community outreach and input was critical prior to drafting updated regulations. The City created a Let's Connect webpage which frames the context for the regulatory update, along with supporting documents, and a project schedule. The webpage included a questionnaire that ran from June 27 thru August 10, 2020. In addition, staff held two virtual office hours events in August 2020;

WHEREAS, trees provide multiple ecosystem services and are a community asset. Trees absorb greenhouse gas emissions. They slow runoff from precipitation, reduce soil erosion, and stabilize and enrich the soil. Trees improve air quality and water quality. They provide varied and rich habitats for wildlife. They moderate the effects of winds and temperatures. Trees provide visual relief and screening buffers, and mask unwanted sound. Trees enhance the economic value of developments. Scientific studies have also shown the public health benefits of trees in improving attention, decreasing asthma and obesity, improving physical and mental health, protecting against ultraviolet rays, and reducing hospital stays. Nationwide studies have monetarily valued trees and documented how trees have saved millions of dollars by reducing stormwater runoff and maintenance costs, improving air quality, and storing and reducing carbon emissions;

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WHEREAS, Redmond Zoning Code (RZC) 21.76 requires that amendments to the Zoning Code be reviewed under the Type VI process. Under this process, the Planning Commission conducts a study session(s), an open record public hearing(s) on the proposed amendment and makes a recommendation to the City Council. The City Council is the decision-making body for this process. The Planning Commission and City Council have subject matter jurisdiction to hear and decide whether to adopt the proposed amendment (RZC 21.76.050.K);

WHEREAS, the City issued a Determination of Non-Significance (DNS) State Environmental Policy Act (SEPA) threshold for this non-project action on February 10, 2021. The comment period expired on February 24, 2021 and the appeal period expired on March 11, 2021. No comments or appeals were received;

WHEREAS, the Technical Committee held several robust discussions on the proposed tree regulations at their January 27, 2021, February 3, 2021, February 17, 2021, and August 25, 2021 meetings, ultimately recommending approval to the Planning Commission;

WHEREAS, the Planning Commission reviewed the Technical Committee's recommendation at their September 29, 2021, October 13, 2021, October 27, 2021, November 10, 2021, December 15, 2021, January 12, 2022, and January 26, 2022 meetings. The Commission held an open public meeting on November 10, 2021. The Commission recommended approval to the City Council;

WHEREAS, on January 26, 2022, the Planning Commission recommended approval of the amendments to the Redmond Zoning Code, with minor changes to the recommendation of the Technical Committee and transmitted the Planning Commission Report and Recommendation to the City Council;

WHEREAS, the City Council has reviewed the Planning Commission Report and Recommendation and the criteria set forth in RZC 21.76.070 and desires to adopt the updated tree regulations (RZC 21.72) and associated definitions (RZC 21.78) with minor changes made by the Council; and

WHEREAS, the City Council desires to amend Redmond Municipal Code Chapter 1.14, Enforcement and Penalties to be complimentary to the RZC 21.72.110, Enforcement, section of the Tree Regulations.

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

Section 1. <u>Findings and Conclusions</u>. After carefully reviewing the record and considering the evidence and arguments in the record and at the public meetings and hearings, the City Council hereby adopts the findings, conclusions, and

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recommendation, with a minor Council adjustment, contained in the Planning Commission Report approved on January 26, 2022.

Section 2. <u>Amendments to Redmond Zoning Code (RZC) Article IV Environmental Regulations Chapter 21.72 Tree Protection</u>. The provisions of RZC Chapter 21.72, Tree Protection, are amended to read as follows:

#### **RZC 21.72 TREE REGULATIONS**

## 21.72.010 Purpose and Intent

A. The purpose of this chapter is to:

- 1. Avoid the removal of stands of trees and significant trees in order to maintain the quality of Redmond's urban environment;
- 2. Protect stands of trees and significant trees to the maximum extent possible in the design of new buildings, roadways, and utilities;
- 3. Mitigate the environmental and aesthetic consequences of tree removal in land development through on-site and off-site tree replacement to achieve a goal of no net loss of trees throughout the City of Redmond;
- 4. Provide measures to protect trees that may be impacted during construction;
- 5. Support the Tree Canopy Strategic Plan by monitoring canopy changes against a citywide target of 40% coverage over 30 years.
- 5-6. Support the Environmental Sustainability Action Plan; and
- $\underline{7}$ . Maintain and protect the public health, safety, and general welfare; and.

## 6.—Preserve the aesthetic, ecological, and economic benefits of forests and tree-covered areas in Redmond, which include:

B. The intent of this chapter is to achieve a treed vision for the City through a combination of tree retention and tree replacement compatible with supporting density, housing and jobs in the adopted Community Strategic Plan and Comprehensive Plan.

#### 21.72.020 Benefits and Values of Trees

- A. Trees provide innumerable benefits and values that are woven into the fabric of the community. It is critical to preserve the aesthetic, ecological, and economic benefits of forests and tree-covered areas in Redmond. These benefits include:
  - a 1. Providing varied and rich habitats for wildlife;
  - b 2. Absorbing greenhouse gas emissions;
  - c3. Moderating the effects of winds and temperatures;
  - $\frac{d}{d}$ . Stabilizing and enriching the soil;
  - $\frac{1}{2}$ . Slowing runoff from precipitation and reducing soil erosion;
  - f<sub>6</sub>. Improving air quality;

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- <del>q</del> 7. Improving water quality;
- h-8. Masking unwanted sound;
- i-9. Providing visual relief and screening buffers;
- +10. Providing recreational benefits;
- k-11. Enhancing the economic value of developments; and
- +12. Providing a valuable asset to the community as a whole.

## 21.72.060 Tree Protection Standards 21.72.030 Tree Management

### A. Tree Impacts, Approach

- 1. All adverse impacts to significant trees and landmark trees shall be mitigated. Mitigation actions by an applicant or property owner shall occur in the following sequence:
  - a. Avoid impacts altogether by not removing trees;
  - b. Minimize impacts by retaining as many trees as possible and taking affirmative steps, such as project redesign, to reduce impacts:
  - c. Mitigate for the impacts associated with removed and impacted trees by replacing these trees on-site;
  - d. Mitigate for the impacts associated with removed and impacted trees by replacing trees off-site;
  - e. Compensate for the impact by paying a fee-in-lieu for replacement trees; and
  - f. Monitor the success of any mitigation and take remedial action when necessary.

## **A. Tree Protection** B. Tree Regulation, In General.

- 1. In all developments, a minimum of 35 percent of all significant trees shall be retained protected consistent with the sequencing requirements of RZC 21.72.030.A.
- 2. Street trees within existing developed or undeveloped public rights-of-way are not included as part of the overall protected significant tree count for the purposes of meeting the 35 percent requirement on private property proposed for development.
- 3. Trees that are located within Native Growth Protection Areas/Easements, critical areas, and their associated buffers as provided in RZC 21.64, Critical Areas, or that have otherwise been designated for protection shall not only be removed if they are deemed to be hazardous pursuant to paragraph 6 below. Exceptions to this standard shall be requested and reviewed in accordance with RZC **21.72.090**-21.72.100, **Exceptions** Deviations. Tree removal located in critical areas, (outside of pre-existing NGPEs/NGPAs) as part of an approved mitigation plan shall be regulated under RZC 21.64, Critical Areas Regulations with the exception that the number of replacement trees per RZC 21.72.040.B shall be met.

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- 4. Impacted trees, as defined in RZC 21.78, do not count towards meeting the minimum tree protection requirements of this section. Impacted trees shall be subject to tree replacement requirements contained in RZC 21.72.040.
- **2.** 5. Landmark Trees. Landmark trees shall **not be removed unless an exception** only be removed through a deviation per RZC 21.72.100 that has been applied for and granted.
- 3. 6. Hazardous Trees. Hazardous trees or dead trees posing a hazard high or severe risk to structures or public infrastructure, outside of NGPAs, critical areas and buffers, should may be removed and are not considered significant trees through a Tree Removal Permit per RZC 21.72.060 or as part of the land use entitlement process. Hazardous trees require replacement pursuant to RZC 21.72.040. Hazardous trees physically located within a NGPA/NGPE may not be removed. However, trees within a NGPA/NGPE that are within striking distance of a structure may be snagged to avoid potential damage to the structure and provide habitat benefit. The height of the snag shall be less than the striking distance to the structure. Tree remains after snagging shall be left within the NGPA/NGPE.
- 7. Trees removed with or without a permit within 24 months prior to submittal of a development application shall be counted towards tree removal totals for that development application.
- **B.** <u>C</u>. Site Design Standards. <u>Site improvements shall be designed and constructed to meet the following standards: This code section provides for identification of trees to be designated for protection.</u>
  - 1. Site improvements shall be designed to protect trees with the following characteristics, functions, or location, with priority given to protection according to the following **items** hierarchy, arranged from most important to least important:
    - a. Existing stands of healthy trees, with an emphasis on landmark trees, healthy long-lived species, native conifers, and other native species;
    - b. Trees providing habitat value, such as riparian habitat;
    - c. Trees having a significant land stability function;
    - d. Trees adjacent to public parks and open space;
    - e. Trees within the required yard setbacks or around the site perimeter; and
    - f. Trees that have a provide screening function or provide relief from glare, blight, or commercial or industrial harshness between higher and lower intensity zones and land uses.
  - 2. Trees whose trunk extends 50% or more over property lines shall not be identified as a retained tree unless the neighboring property owner grants and records an easement on their property for the retained trees. This is to avoid situations where saved trees are designated in a development only to be negatively impacted/damaged or removed when the neighboring property is developed. Trees whose trunk extends 50% or more over rights-of-way shall not be identified as a retained tree.

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3. Avoid conflicts with trees and both underground and overhead utilities.

2. 4. In considering trees for protection, applicants and the City shall avoid, to the extent known, the selection of trees that may become hazardous because of wind gusts, including trees adjacent to utility corridors where falling trees may cause power outages or other damage. Remaining trees may be susceptible to

cause **power outages or other** damage. Remaining trees may be susceptible to blowdowns because of loss of a buffer from other trees, grade changes affecting the tree health and stability, and/or the presence of buildings in close proximity.

The applicant shall demonstrate in writing how the Site Design Standards 1-4 above have been met.

- €. D. Grading and Proximity to Structures, Utilities, and Roadways.
  - 1. To ensure that structures, utilities, and roadways are located an adequate distance from the dripline of a protected tree to allow adequate room for construction activities, the construction limit line for a structure, utility, or roadway shall be **located** no closer than **five feet outside of the drip line** the critical root zone of a protected tree, subject to the following:
    - 2. a. No proposed structure, utility, or roadway shall be located within five feet of the drip line of a protected tree, except where such structure is a raised A deck, bay window, or cantilevered element or otherwise other raised structure above the ground ground's surface so as may be located within the critical root zone of a protected tree provided that element will not to disrupt the tree's roots.
    - **3.** b. Sidewalks and utilities may be located within the **drip line** critical root zone of a protected tree, provided that construction methods and materials used will result in minimal disruption of the tree's roots, and that additional measures for tree protection and utility protection are proposed and approved which will ensure the long-term viability of the tree. This shall be documented in a report by a certified arborist.
    - 4. The Administrator may allow construction limits or an alteration of grades within five feet of the drip line of a protected tree, provided that the applicant submits an evaluation by a certified arborist which demonstrates that the proposed construction will not reduce the long-term viability of the tree.
    - <u>5.</u> c. The Administrator may require an evaluation by a certified arborist to determine if protective measures should be required beyond **five feet of the** <u>drip line</u> the critical root zone of a protected tree.
- **D.** E. Designation of Protected Trees.
  - 1. The tree protection and replacement plan and any application and permit plans that cover such areas shall show all trees designated for protection. These areas may be shown by labeling them as "protected trees," "Native Growth Protection Areas," "Native Growth Protection Easements," "critical areas," "critical area buffers," or such other designation as may be approved by the

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Administrator. Protected **vegetation, including** trees shall not be modified, harmed, or removed except as provided in this section.

2.—The Administrator may require that protected trees be permanently preserved within a tract, easement, or other permanent protective mechanism. When required, the location, purpose, and limitation of these protected areas shall be shown on the face of the deed, plat, binding site plan, or similar document, and shall be recorded with the King County Department of Records and Elections or its successor. The recorded document shall include the requirement that the protected areas shall not be removed, amended, or modified without the written approval of the City of Redmond.

#### 2. Tree Protection Tracts

- a. Tree protection tracts, or other similar mechanisms as deemed appropriate by the Administrator, shall be used to delineate and protect contiguous areas of protected trees.
- b. Tree protection tracts shall be recorded on all documents of title or record for affected lots.
- c. The City may require that any tree protection tract be held in an undivided interest by each owner of a building lot within the development, with the ownership interest passing with ownership of the lot, or held by an incorporated homeowners' association, or other legal entity which assures the ownership, maintenance, and protection of the tract.

### 3. Tree Protection Markers and Signs

- a. The boundary at the outer edge of the tree protection tract or easement shall be delineated with permanent survey stakes, using iron or concrete markers as established by local survey standards.
- b. The boundary at the outer edge shall be identified with temporary signs prior to any site disturbance. The temporary signs shall be replaced with permanent signs prior to occupancy or use of the site. The number and spacing of permanent signs shall be designated by the Planning Department.

#### 4. Notice on Title

- a. In order to inform subsequent purchasers of real property of the existence of protected trees, the owner of any property containing a tree protection tract on which a development proposal is submitted shall file a notice with the King County Department of Records and Elections. The notice shall state the presence of protected trees on the property, of the application of the Tree Regulations to the property, and the fact that limitations on actions in or affecting protected trees may exist. The notice shall run with the land.
- b. The applicant shall submit proof that the notice has been filed for public records before the City approves a building permit or, in the case of subdivision of land or binding site plans, at or before recording.

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**E.** <u>F.</u> Incentives for Higher Levels of Tree Protection.

- The Administrator may grant adjustments to site development standards for developments on which ten or more healthy significant trees per <u>acre</u> exist <u>acre</u>, as follows:
  - a. Developments that preserve 40 percent or more of the healthy significant and landmark trees shall be entitled to the Administrative Design Flexibility provisions for residential or commercial properties as outlined in RZC 21.76.070.C, Administrative Design Flexibility.
  - b. Developments that preserve 40 percent or more of the healthy significant and landmark trees shall be entitled to incentives through the Green Building Incentive Program in RZC 21.67 under the Native Vegetation Retention technique pursuant to RZC 21.67.050.C.

#### **21.72.080** 21.72.040 Tree Replacement

- A. Prior to any tree removal, the applicant shall demonstrate through a tree **protection** retention and replacement plan, critical area mitigation plan, or other plans acceptable to the Administrator that the tree cannot be retained and tree replacement will meet the minimum standards of this section. If tree retention is not practicable, replacement trees shall be located according to the following hierarchy, arranged from highest priority to lowest priority as follows: on-site, off-site, then fee-in-lieu. Refer to RZC 21.72.040.D and E for locational requirements.
- B. Replacement Required.
  - A significant tree to be removed shall be replaced by **one** three new trees **in accordance with subsection** pursuant to paragraph RZC **21.72.080.C**21.72.040.C. A significant tree that will be impacted shall be mitigated by planting one new tree pursuant to paragraph RZC 21.72.040.C. Trees that are removed which are classified as landmark shall be replaced by **three** <u>six</u> new trees **in accordance with subsection** pursuant to paragraph RZC **21.72.080.C**21.72.040.C. A landmark tree that will be impacted shall be mitigated by planting three new trees pursuant to paragraph RZC 21.72.040.C. Hazardous trees shall be replaced by one new tree pursuant to paragraph RZC 21.72.040.C.
    - 1. The when the tree is hazardous dead, diseased, injured, or in a declining condition with no reasonable assurance of regaining vigor provided documentation is accepted and approved by the City regarding the tree condition and the City concurs.
    - 2. The tree is proposed to be relocated to another suitable planting site, provided that relocation complies with the standards in this section.

Trees impacted or removed as part of an approved critical areas mitigation plan do not require a separate tree replacement plan. Trees removed or impacted within a critical area shall be mitigated in accordance with an approved critical

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<u>areas mitigation plan with the exception that the number of replacement trees</u> per this section shall be met.

- C. Replacement Specifications.
  - 1. Minimum sizes for replacement trees shall be:
    - a. Two-and-one-half-inch caliper for deciduous trees; and
    - b. Six feet in height for evergreen trees.
  - 2. The Administrator may consider smaller-sized replacement trees if:

    a. The applicant is a single-family homeowner applying for a tree removal permit and the homeowner will plant the replacement tree(s) versus hiring a contractor. In this case, the homeowner may request a waiver as part of the tree removal permit to have the size at installation of a deciduous replacement tree reduced to five-to-ten-gallon sized trees. There is no waiver for size at installation for evergreen trees; or
    - **2.** b. the The applicant can demonstrate that smaller trees are more suited to the species, the site conditions, and the purposes of this section, and that such trees will be planted in sufficient quantities to meet the intent of this section. This is particularly relevant for trees that are removed in a critical area as part of an approved critical areas mitigation plan. At a minimum, species size at installation shall be consistent with RZC Appendix A, Subsection G, Stream and Wetland Mitigation Plans.
  - 3. Replacement trees shall be primarily native species in order to restore and enhance the site as nearly as practicable to its predevelopment **character** condition. Native species shall be consistent with the definition of Native Vegetation in RZC 21.78. Coniferous trees removed shall be replaced with coniferous trees. Deciduous trees removed may be replaced with either coniferous or deciduous trees. Additionally, a mix of slow-, medium-, and fast-growing replacement trees should be included in order to achieve both an early and long-lasting tree canopy. However, if an ornamental tree has been removed through a tree removal permit, it may be replaced with an ornamental tree.
  - 4. The condition of replacement trees shall <u>be healthy and</u> meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock <u>as noted in American National Standards Institute (ANSI) Nursery Stock Standards by AmericanHort, 2014 or as amended.</u>
  - 5. Installation.
    - Installation of required replacement trees shall be in accordance with best management practices for landscaping which ensure the tree's long-term health and survival.
    - b. All required tree replacement and other required mitigation shall be bonded <u>per RZC 21.76.090.F.4</u> or completed prior to issuance of a building permit.

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- D. Location for Tree Replacement On-Site. Replacement trees shall be planted on the site from which significant trees are removed unless the Administrator accepts one or more of the alternatives set forth in subsection RZC **21.72.080.E** 21.72.040.E of this section.
- E. Location for Tree Replacement Alternatives.
  - 1. General. When on-site replacement cannot be achieved, the Administrator may consider approve the following alternatives. The applicant shall include a written narrative demonstrating why tree replacement cannot be accommodated on-site and a discussion of the rationale for consideration of one of the alternatives set forth below. Criteria that must be contained in the narrative includes:
    - a. Tree density;
    - b. Existing plant competition;
    - c. Tree species characteristics;
    - d. Planting site conditions such as drainage, soil compaction, amount of light, slope, and space; and
    - e. Any other factors that demonstrate there is no space on site trees can be planted where they can grow to maturity unimpeded.
  - 1. 2. Off-Site Tree Replacement.
    - a. The number of replacement trees shall be the same as described in subsection RZC **21.72.080.B** <u>21.72.040.B</u> of this section, *Replacement Required*. Replacement costs (material plus labor) shall be at the applicant's expense.
    - b. Allowable sites for receiving off-site replacement plantings.
      - i. City- or county-owned parks <u>within the City</u>, open space areas, Native Growth Protection Areas (NGPA)/<u>Native Growth Protection Easements</u> (<u>NGPE</u>) or river and stream corridors within Redmond city limits, or lands controlled by the City. <u>Priority is given to sites identified in the Tree Canopy Strategic Plan.</u>
      - ii. Private open space which is permanently protected and maintained, such as a Native Growth Protection Area (NGPA)/Native Growth Protection Easement (NGPE).
      - iii. Tree mitigation bank.
    - c. All trees to be replaced off-site shall meet the replacement standards of this section.
  - 2.3. Tree Replacement Fee. A fee-in-lieu of tree replacement may be allowed, subject to approval by the Administrator after careful consideration of all other options if the applicant can demonstrate in writing why replacement trees cannot be accommodated on-site and why off-site tree replacement is not practicable. A tree replacement fee shall be required for each replacement tree required but not planted on the application site or an off-site location.
    - a. The amount of the fee shall be the tree base fee times the number of trees

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- necessary to satisfy the tree replacement requirements of this section. The tree base fee shall cover the cost of tree, installation (labor and equipment), maintenance for two years, and fund administration. The tree base fee for each significant replacement tree shall be \$500. The tree base fee for each landmark replacement tree shall be \$2,000. These fees shall be adjusted periodically for inflation.
- b. The fee shall be paid to the City prior to the issuance of a tree removal permit or construction drawing approval for development proposals.
- c. Fees collected under this subsection shall be expended only for the planting of new trees in City-owned parks, open spaces, <u>a tree mitigation</u> <u>bank</u>, or <u>rights-of-way</u> <u>sites identified in the City's Tree Canopy Strategic</u> Plan.
- 3. Landscape Restoration. Where appropriate, the Administrator may consider other measures designed to mitigate the loss of trees by restoring all or parts of the forest landscape and its associated benefits. Measures may include, but are not limited to:
  - a. Creation of wildlife snags from trees which would otherwise be removed;
  - b. Replacement of certain ornamental trees with native shrubs and groundcover;
  - c. Replacement of hazardous or short-lived trees with healthy new trees more likely to survive;
  - d. Daylighting and restoration of stream corridors with native vegetation; and
  - e. Protection of nonsignificant trees to provide for the successional stages of forest development.
- F. Tree Replacement Guidelines and Requirements.
  - When individual trees or tree stands are protected, replacement trees should be planted to reestablish or enhance tree clusters where they previously existed;
  - 2. Where possible, replacement trees should be planted within critical areas or buffers, provided that the proposed planting conforms to the requirements for mitigation of critical areas in RZC 21.64, *Critical Areas*. Replacement trees may be planted within an existing NGPA/NGPE, where the Administrator determines that such planting enhances and complements existing vegetation and environmental functions;
  - 3. Replacement trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements;
  - Replacement trees shall be located away from areas where damage is likely or infrastructure integrity is compromised, based on the standards in RZC 21.72.060.C 21.72.030.D, Grading and Proximity to Structures, Utilities, and Roadways;

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- 5. Replacement trees shall be located to provide screening of the development from adjacent properties, where appropriate;
- Replacement trees shall be planted in areas that connect or are adjacent to Native Growth Protection Areas/<u>Easements</u> or other open space, where appropriate; <u>and</u>
- 7. Replacement trees shall be integrated into the required landscape plans, if any, for a development; and .
- 8. Replacement trees to be planted next to or under power lines shall be selected with consideration of the trees' maturation and maintenance requirements.

#### G. Relocation of Trees.

- 1. Trees designated as significant may be relocated to a new location on the property under the direction of a certified arborist;
- 2. With written permission, significant trees may be relocated to another private property or City-owned property under the direction of a certified arborist;
- 3. Relocated trees, meeting the standards above, shall count toward the host property's 35 percent tree retention requirement; and
- 4. Trees relocated to an off-site property shall be exempt from requirements for tree retention plans, recording, bonding, or other assurances.

## H.-Supplemental Standards for the Marymoor Design District.

- 1. Intent. The intent of these supplemental standards is to focus tree preservation and replacement on increasing long-term, healthy tree canopy throughout the Design District. Increasing tree canopy supports the subarea stormwater management strategy and urban design objectives, and contributes to Redmond's overall green character.
- 2. Applicability. The standards in this subsection apply only to the Marymoor Design District and supplement other standards in this chapter. Where a conflict exists between this subsection and other parts of this chapter, this subsection shall control.
- 3. Tree canopy. Protected trees, replacement trees and trees in the adjacent public right-of- way must together provide a tree canopy covering 15 percent of the site area within 10 years of site redevelopment, regardless of how many replacement trees are required to achieve the canopy requirement. To comply with this standard the applicant must present a statement and analysis from a certified landscape architect or arborist demonstrating that the plan will meet this standard. If the number of replacement trees required to achieve the canopy requirement is less than would otherwise be required, the applicant shall have the option to plant at least half of the difference, contribute at least half of the difference to the tree replacement fund, or

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- a combination of the two.
- 2.—Replacement specifications.
  - a. Evergreen trees shall constitute at least 25 percent of protected and replacement trees combined.
  - b. Replacement trees shall be a mix of slow- (up to six inches/year), medium- (6-18 inches/year) and fast-growing (more than 18 inches/year) species in order to achieve both early and long-lasting canopy. Slow-, medium- and fast-growing replacement trees shall each constitute at least 25% of the total number of replacement trees.
  - c. Replacement trees shall be located so as to maximize their long-term health and growth potential, such as by locating them in large planted areas.
  - d.—Trees with broad canopies should be located farther from buildings and other structures with which they could conflict, while more columnar trees are more appropriate closer to buildings and other structures.
- 3. Relocation of trees. To encourage on-site relocation and replacement of trees:
  - a.—Trees relocated to an off-site property shall not count toward tree retention calculations; and
  - b. Trees replaced using the fee-in-lieu program shall be replaced at a three-to-one (3:1) ratio.

#### **21.72.070** 21.72.050 On-Site Tree Protection Measures

- A. Tree Protection Measures. To ensure long-term viability of trees and stands identified for protection, permit plans and construction activities shall comply with the following minimum required tree protection:
  - 1. All minimum required tree protection measures shall be shown on the <u>approved</u> tree protection and replacement plan.
  - 2. All construction activities, including staging and traffic areas, shall be prohibited within **five-feet of the drip line** the critical root zone of protected trees.
  - 3. Tree protection barriers shall be installed **five-feet of the drip line** <u>outside of the critical root zone</u> of **significant** retained trees **to be protected** prior to any land disturbance. <u>The location of these barriers shall be confirmed in the field by city staff prior to commencing site construction.</u>
  - 4. Tree protection barriers shall be a minimum of four feet high, constructed of chain link, or polyethylene laminar safety fencing or similar material, subject to approval by the Administrator meet the City's standard detail.
  - <u>5.</u> On large or multiple-project sites, the Administrator may also require that signs requesting Signs requiring subcontractor cooperation and compliance with tree protection standards <u>shall</u> be posted at site entrances <u>and visible for the duration of the project</u>.

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- **5.** <u>6.</u> Where tree protection areas are remote from areas of land disturbance, and where approved by the Administrator, alternative forms of tree protection may be used in lieu of tree protection barriers, provided that protected trees are completely surrounded with continuous rope or flagging and are accompanied by "Tree Save Area Keep Out" signs.
- B. Preventative Measures. In addition to the above minimum <u>on-site</u> tree protection measures, the applicant shall support tree protection efforts by employing, as appropriate, the following preventative measures, consistent with best management practices for maintaining the health of the tree. <u>These measures shall be employed consistent with RZC Table 21.76.090, Performance and Warranty Assurances</u>.
  - 1. Pruning of visible deadwood on trees to be protected or relocated;
  - 2. Application of fertilizer to enhance the vigor of stressed trees;
  - 3. Use of soil amendments and soil aeration in tree protection and planting areas;
  - 4. Mulching over tree drip line areas; and
  - 5. Ensuring proper water availability during and immediately after construction.
- <u>C.</u> Alternative Methods. The Administrator may approve the use of alternative tree protection **techniques** methods if the following criteria are met:
  - 1. The method is recommended by a certified arborist with documentation that demonstrates how the proposal will achieve a superior outcome and meet the objectives of RZC 21.72.010, *Purpose and Intent*; and
  - 2. The applicant can demonstrate that direct compliance with the regulations cannot be achieved without limiting reasonable use of the site a protected tree will be protected to an equal or greater degree than through the techniques listed above.

## **21.72.020 Permits Required** 21.72.060 Permitting Approach

- A. Permit Required. Except as provided in RCZ **21.72.030** <u>21.72.070</u>, *Exemptions*, any person who desires to cut down or remove any significant tree, hazardous tree, or any stand of trees, or who desires to conduct grading activities on a site that will result in the removal of <u>significant or hazardous</u> trees, must first obtain a permit to do so from the Administrators provided in this section. <u>Landmark trees hold special status and requests for their removal is governed under RZC <u>21.72.100</u>, <u>Deviations</u>. Tree topping is not permitted and shall be considered removal of a tree. This does not include pruning of fruit trees to encourage the production of fruit. Tree removal associated with a development proposal shall follow the tree protection standards set forth in RZC 21.72.030.</u>
- B. Developed Single-Family Lots. The **owners** owner of <u>a</u> developed single-family **lots** lot must obtain a permit prior to removing any significant tree located on the lot and significant trees shall be replaced as provided in RZC 21.72.040. Trees

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#### may be removed as follows:

Lots up to 10,000 square feet:	Up to 2 significant trees may be removed per year 365 days.
Lots 10,001 square feet to 20,000 square feet:	Up to 4 significant trees may be removed per <del>year</del> 365 days.
Lots 20,001 square feet to 30,000 square feet:	Up to 6 significant trees may be removed per <b>year</b> 365 days.
Lots 30,001 square feet and greater:	Up to 8 significant trees may be removed per <del>year</del> 365 days.

Provided that trees Trees previously designated for protection or located within a Native Growth Protection Area (NGPA) or Native Growth Protection Easement (NGPE) may not be removed unless they are determined to be hazardous. Exceptions to this standard shall be required and reviewed in accordance with RZC 21.72.100, Deviations. If deemed hazardous, these trees shall be snagged to provide habitat benefit. The height of the snag shall be less than the striking distance to structures. Tree remains after snagging shall be left within the NGPA/NGPE. Hazardous, and dead, or otherwise dangerous trees are not included in the limits established by this section on number of trees that may be removed pursuant to this paragraph. The Administrator may approve the removal of more trees in a given year than set forth above if the remaining trees would pose a hazard to life or property. Documentation that the subject tree is dead must be provided to the City for concurrence. Replacement trees shall be planted for each significant tree and hazardous tree removed pursuant to RZC 21.72.040, Tree Replacement.

C. Other Developed Lots. The owners of all other developed commercial, industrial, or multifamily lots must obtain a permit prior to removing any significant tree located on the lot. Permits **shall**-may be granted for the removal of no more than five significant trees per acre per year 365 days for the purposes of (a) thinning a heavily wooded area where remaining trees may benefit from the thinning and the site's forested look, value, or function is maintained, or (b) maintaining the site's landscaped areas. Trees previously designated for protection as a protected tree or located within a Native Growth Protection Area or Native Growth Protection Easement may not be removed. Exceptions to this standard shall be requested and reviewed in accordance with RZC 21.72.100, Deviations. Trees physically located within a NGPA/NGPE that are determined to be hazardous and pose a high or severe risk to nearby structures or public infrastructure located outside of the NGPA/NGPA may be snagged upon securing a Tree Removal Permit with the City pursuant to RZC 21.72.030. The height of the snag shall be less than the striking distance of a structure. Tree remains after snagging shall be left within the NGPA/NGPE. Hazardous, and

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dead, or otherwise dangerous trees are not included in the limits established by this section paragraph. However, document Documentation that the subject tree is dead must be provided to the City for concurrence. Replacement trees shall be planted for each significant tree and each hazardous tree removed pursuant to RZC 21.72.080 21.72.040, Tree Replacement.

- D. Undeveloped Lots Not Under Land Use Permit Review. The **owners** owner of an undeveloped **lots** <u>lot</u> for which no land use application is pending must obtain a permit prior to removing any significant tree(s) or stands of trees on the lot. Removal of 11 or more significant trees requires clearing and grading approval, in accordance with RMC Chapter 15.24, *Clearing, Grading and Stormwater Management*. Tree removal under this category is subject to tree retention standards set forth in RZC 21.72.030 and tree replacement standards set forth in RZC 21.72.040. Trees removed within two calendar years prior to the submittal of a complete development application shall be counted towards tree removal totals for the development application.
- E. Undeveloped Lots for Which Land Use Permit Applications Are Pending. When tree removal is planned in conjunction with the construction of a new or expanded site or building, no separate tree removal permit is required, but the tree. Tree protection and replacement standards of this chapter will shall be applied to the land use and civil construction permit application applications in addition to the other criteria found in this code.
- F. Forest Practices Permittees. Permittees under Class IV General forest practice permits issued by the Washington State Department of Natural Resources (DNR) for the conversion of forested sites to developed sites are also required to obtain a tree removal permit from the City. For all other forest practice permits (Class II, III, IV special permit) issued by DNR for the purpose of commercial timber operations, no land use permits will be issued for six years following tree removal.
- G. Archaeological Sites. Known archaeological sites are not to be disturbed, including tree root removal, unless authorized by the State Department of Archaeology and Historic Preservation (DAHP) via a special permit, per RZC 21.30.070 and RCW 27.53.060.
- H. Capital Improvements Projects. Construction of Capital Improvement Projects (CIPs), other than public transportation and public utility systems, shall meet the requirements of these tree regulations. The project limit for a CIP can be either the fee-simple lot or the area of disturbance. The project limit shall be mutually agreed upon by the Administrator and the CIP project manager. For Capital Improvement Projects that do not require a land use entitlement, tree regulations compliance shall be demonstrated during the Civil Construction Drawing review

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process. Capital Improvement Projects that support habitat projects/activities shall be allowed to remove trees in critical areas consistent with an approved habitat restoration plan or rehabilitation plan. These habitat improvement projects shall follow the criteria in RZC 21.64, Critical Areas Regulations. These projects are subject to tree replacement per RZC 21.72.040.

- I. Public Transportation and Public Utility Systems. Construction of public transportation and public utility systems shall protect significant trees to the maximum extent practicable, while still ensuring the efficient development of the applicable system. The project limit shall be mutually agreed upon by the Administrator and the CIP project manager. For public transportation and public utility systems that do not require a land use entitlement, tree regulations compliance shall be demonstrated during the Civil Construction Drawing review process. These projects are subject to tree replacement per RZC 21.72.040.
- J. Maintenance of Infrastructure. Maintenance activities on infrastructure shall protect significant trees to the maximum extent practicable, while still ensuring safe operations. Tree removal undertaken as part of routine infrastructure maintenance shall be consistent with an applicable programmatic approval or shall require an over-the-counter Tree Removal Permit for the purposes of tree removal tracking and replacement.

## **21.72.030** 21.72.070 Exemptions

A. The following activities are exempt from obtaining a permit under this chapter:

- 1. Emergency activities necessary to remedy an immediate threat to public health, safety, or welfare. In the event of an emergency, City staff shall be immediately notified. Once the immediate threat has been addressed, a post removal permit will be issued and tree replacement shall occur per RZC 21.72.040, Tree Replacement.
- 2. Routine maintenance of trees necessary to maintain the health of cultivated plants, to contain noxious weeds, or to remedy a potential fire or health hazard, or threat to public safety. Routine maintenance does not include the removal of significant trees.
- 3 Removal of trees in easements and rights-of-way for the purposes of constructing public streets and utilities. Protection of trees shall be a major factor in the location, design, construction, and maintenance of streets and utilities. These improvements are subject to the purpose and intent of this division. Removal of significant trees shall be mitigated with on-site or off-site tree replacement as set forth in the requirements of RZC 21.72.080, Tree Replacement.
- 3. Removal of dead trees. Documentation that the subject tree is dead must be

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## <u>provided to the City for concurrence</u>. The Administrator may require assessment from a certified arborist.

B. Nothing in this section shall be interpreted to allow the removal of trees or other vegetation within critical areas or critical area buffers, where prohibited under RZC 21.64, *Critical Areas*, or in Native Growth Protection Areas or Native Growth Protection Easements. Exceptions to this standard shall be requested and reviewed in accordance with RZC 21.72.100, Deviations. Trees that are determined to be hazardous and threaten nearby structures outside of the NGPA/NGPE may be snagged upon consultation with and approval by the City per RZC 21.72.030.B and RZC 21.72.060. Tree remains after snagging shall be left within the NGPE/NGPA. Tree removal located in critical areas outside of pre-existing NGPEs/NGPAs as part of an approved mitigation plan shall be regulated under RZC 21.64, Critical Areas Regulations, with the exception that the number of replacement trees per RZC 21.72.040.B shall be met.

C. Nothing in this section shall be interpreted to allow tree root removal on known archaeological sites unless authorized by the State Department of Archaeology and Historic Preservation via a special permit, per RZC 21.30.070 and RCW 27.53.060.

## **21.72.040** 21.72.080 Application Requirements

The Administrator shall specify application submittal requirements, including the type of plans, level of detail and numbers of copies to be submitted. **An application** If applicable, a tree removal permit fee shall be paid at the time of application in an amount established in the City's fee schedule.

#### **21.72.050** 21.72.090 Permit Review Criteria

- A. Review Criteria. The Administrator shall review all tree removal permit applications and <u>may</u> approve the permit, or approve the permit with conditions, provided that the application demonstrates compliance with the criteria below:
  - 1. The proposal complies with RZC **21.72.060** 21.72.030, Tree **Protection Standards** Management, and RZC **21.72.080** 21.72.040, Tree Replacement, or has been granted **an exception** a deviation pursuant to RZC **21.72.090 Exceptions** 21.72.100, Deviations.
  - 2. All bonds or other assurance devices required per RZC 21.76.090.F, *Performance Assurance*, are posted with the City.
- <u>B.</u> Professional Evaluation. In determining whether a tree removal permit is to be approved, <u>denied</u> or conditioned, the Administrator may require the submittal of a professional evaluation and/or a tree protection plan prepared by a certified arborist, where the Administrator deems such services necessary to demonstrate compliance with the standards of this chapter. Such professional evaluation(s)

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and services **may include** shall adhere to the Tree Analysis Report Requirements pursuant to RZC Appendix 10.

- 1. Providing a written evaluation of the anticipated effects of proposed construction on the viability of trees on a site;
- 2. Providing a hazardous tree assessment;
- 3. Developing plans for, supervising, and/or monitoring implementation of any required tree protection or replacement measures; and/or
- 4. Conducting a post-construction inspection and evaluation.

**B.** <u>C.</u> Conditions of Approval. The Administrator may specify conditions for work, at any stage of the application or project as **he/she deems** deemed necessary to ensure the proposal's compliance with requirements of this **division** section, the Critical Areas regulations, **clearing, grading and stormwater** Clearing, Grading, and Stormwater Management regulations, or to protect public or private property. These conditions may include, but are not limited to, hours or seasons within which work may be conducted, or specific work methods.

## **21.72.090 Exceptions** 21.72.100 Deviations

A Exceptions Deviations Authorized. Where exceptional conditions exist that prevent full compliance with RZC 21.72.060 21.72.030, Tree Protection Standards Management, and/or RZC 21.72.080 21.72.040, Tree Replacement, the applicant may request an exception a deviation. A request for any exception deviation shall be submitted in writing by the property owner or applicant for consideration by the Administrator and shall accompany the application for a permit reviewed under this section. The written request shall fully state all substantiating facts and evidence pertinent to the exception deviation request, include supporting maps or plans, and explicitly address the deviation criteria below. The Administrator may also require the recommendation of a certified arborist in reviewing an exception a deviation request.

A deviation request is required for each tree requested to be removed below the 35% tree retention threshold and any tree classified as landmark requested to be removed. The applicant shall demonstrate in writing how each tree meets the deviation criteria below. Deviations sought in combination with a development application shall be processed concurrent with the development application. Deviations sought for a tree removal permit shall be processed with the tree removal permit.

B. Exception Deviation Criteria. An exception shall not A deviation may be granted unless if all the criteria in B.1, B.2, B.3 (if tree is in a NGPE/NGPA), and B.4, and B-5 of this subsection are satisfied:

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- 1. The **exception** <u>deviation</u> is necessary because:
  - a. There are special circumstances related to the size, shape, topography, location, or surroundings of the subject property; or
  - b. Strict compliance with the provisions of this code may jeopardize reasonable use of property; or
  - c. Proposed vegetation removal, replacement, and any mitigating measures proposed are consistent with the purpose and intent of the regulations; or
  - d. The granting of the exception or standard reduction will not be detrimental to the public welfare or injurious to other property in the vicinity; or
  - e. c. The strict compliance with the provisions of this code would be in conflict with the increased density of urban centers or the Marymoor Design District and result in development that would be inconsistent with the adopted vision for the neighborhood.
- 2. If an exception is granted below the required minimum retention standard of 35 percent, tree replacement shall be at a minimum of three trees for each significant tree removed. Tree replacement ratios may be modified for master plans within urban centers and local centers to allow for 1:1 replacement when accompanied by a three-tier vegetative replacement plan. In the Marymoor Design District, rather than increase the tree replacement ratio, the canopy coverage requirement in RZC 21.72.080.H.3 shall be increased to 20 percent of the site area. When the total number of replacement trees required to meet the canopy requirement is less than the number that would otherwise be required by this paragraph, the applicant shall plant the trees that would otherwise be required on site or contribute the difference to the tree replacement fund, or a combination of the two.
- 2. With the exception of developments in the urban centers or Marymoor Design District, the minimum tree preservation standard shall not go below 35% unless it diminishes or results in no reasonable use of the property.
- 3. Native Growth Protection Area (NGPA) <u>and Native Growth Protection</u> <u>Easement (NGPE)</u>. <u>Significant and landmark</u> trees within an established Native Growth Protection Area <u>or Native Growth Protection Easement</u> shall not be removed, except when removal has its specified purpose:

#### a. To remedy a hazardous tree;

- **b.** a. To establish a nonmotorized trail as part of a private environmental interpretation program or City of Redmond trail system;
- **c.** <u>b.</u> To relocated or consolidate existing trails for the purpose of controlling human impacts to vegetation;

## d. To stabilize slopes;

e. c. To add or restore native plants;

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- f. d. To control and replace nonnative vegetation;
- g. e. To restore degraded watercourses or wetlands; or
- **h.** <u>f.</u> To implement a City of Redmond long-term restoration or management plan.
- 4. Granting of the deviation will not be detrimental to the public and the proposed development is in alignment with the adopted Council Strategic Plan, Mayoral Vision, and Comprehensive Plan.
- **4.** <u>5.</u> Proposed tree removal, replacement, and any mitigation proposed are consistent with the purpose and intent of this section. <u>This shall be documented in writing by the applicant or landowner.</u>

<u>Tree replacement for projects granted a deviation shall be at a minimum of three trees for each significant tree removed and six trees for each significant tree meeting the classification of landmark tree removed.</u>

#### 21.72.100 21.72.110 Enforcement

- A. Application. This section shall apply in addition to the provisions of RMC Chapter 1.14, *Enforcement and Penalties*.
- B. Remediation. Any person who removes a tree in violation of the conditions of a tree removal permit or in violation of this chapter shall be subject to **remedial measures** penalties pursuant to this section and the provisions of Chapter 1.14 RMC, Enforcement and Penalties. For the purpose of code enforcement, if a tree has been removed and only the stump remains, the size of the tree <u>removed</u> shall be the diameter of the top of the stump. The following provisions shall apply in instances where such remedial measures are required:
  - 1. The applicant shall satisfy the permit provisions as specified in RZC **21.72.020 Permits Required** 21.72.060, *Permitting Approach* and may be subject to Delinquent Permit Fees consistent with the provisions of RCM 1.14.060.E.
  - 2. Remedial measures must conform to the purposes and intent of this subsection. In addition, remedial measures must meet the standards specified in RZC **21.72.080**-21.72.040, *Tree Replacement*, except that the number of replacement trees for significant trees damaged, destroyed, or removed shall be as follows:

4 inches	2	
Size of Removed Tree Number of Replacement Trees Required		
	Requirements	
	Replacement Tree	
	<u>21.72.110A</u>	
Table <b><del>21.72.100A</del></b>		

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Greater than 6 <u>inches</u> to <del>9</del> <u>ten</u> inches	<b>3</b> <u>6</u>
Greater than <del>9</del> ten inches to <del>12</del> 20 inches	<u>4-8</u>
Greater than <del>12</del> <u>20 inches</u> to <del>16</del> <u>30</u> inches	<b>5</b> - <u>10</u>
Greater than <u>30 inches</u>	<b>6</b> - <u>12</u>

Replacement trees shall be replanted with trees as follows:

Table <b>21.72.100B</b>	
	<u>21.72.110B</u>
	Replacement Tree Size
Туре	Size
Deciduous	3 inches in diameter at breast height (d.b.h.) 2-1/2 inch caliper
Evergreen	12 <u>6 feet in height</u>

- 3. Remedial measures must be completed within the time frame specified by the Administrator.
- 4. The cost of any remedial measures necessary to correct violation(s) of this chapter shall be borne by the property owner and/or **applicant** any other person(s) who violates these provisions. Upon the applicant's failure to implement required remedial measures, the Administrator may redeem all or any portion of any security submitted by the applicant to implement such remedial measures, pursuant to the provisions of RZC 21.76.090.F, *Performance Assurance*.
- C. Penalties. The Administrator may impose a penalty of up to \$3,000 per tree for removal of or damage to shall establish a tree value for each significant trees and landmark tree removed or damaged in violation of this chapter. This amount shall be based upon appraised tree value per industry standard trunk formula method in the edition of "Guide for Plant Appraisal" published by the International Society of Arboriculture, or its successor entity, that is current at the time of the violation. The City shall take the average of three separate signed appraised values submitted by arborists on the applicant's behalf. The penalty amount shall be tripled for contractors working on behalf of a property owner and may include but not be limited to tree removal and grinding contractors and arborists. Violations of this chapter shall be enforced through RMC 1.14, Enforcement and Penalties.

#### **21.72.110** 21.72.120 Maintenance

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- A. All required replacement trees and relocated trees shown on an approved permit shall be maintained in healthy condition by the property owner throughout the **life** required bonding period of the project, unless otherwise approved by the Administrator in a subsequent permit. Applicants proposing tree removal and replacement shall post the required bonds per RZC 21.76.090.F.4.
- B. Cutting and Pruning.
  - 1. Protected trees shall not be topped. <u>Topping of trees shall be considered tree</u> removal and shall be subject to remediation. This does not include pruning fruit trees to encourage the production of fruit.
  - 2. Street trees <u>maintained</u> by the <u>City as part of the Street Tree Program</u> shall be cut or pruned only under the supervision of the City **of Redmond Parks Department**. <u>Tree removal permits are required for street trees</u>. All other <u>street trees are governed under Section 21.32.090</u>, <u>Street Trees and RMC Chapter 6.12</u>, <u>Noxious Weed Control and Tree Regulations</u>.
  - 3. Pruning and maintenance of protected trees shall be consistent with best management practices in the field of arboriculture and further the long-term health of the tree.
  - 4. Excessive pruning shall not be allowed unless necessary to protect life and property as it often results in new growth that has a weaker connection and is more likely to fail in the future. Excessive pruning resulting in a tree die-off shall be considered tree removal and shall be subject to remediation as described in this section.

Section 3. <u>Amendments to Redmond Zoning Code (RZC) Article VII Definitions.</u> The provisions of RZC Chapter 21.78, Definitions, are amended to read as follows:

RZC 21.78 B Definitions.

**NEW.** Bark. The protective outer covering of branches and stems that arises from the cork cambium.

**NEW.** Bracing. Installation of rods through portions of a tree for supplemental structural support.

RZC 21.78 C Definitions.

Caliper. American Nursery and Landscape Association standard for measurement of trunk size of nursery stock. The diameter of the tree trunk measured at six inches above the ground for trees up to and including four-inch caliper size and twelve inches above the ground for larger trees.

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**NEW.** Calipers. Instrument used to measure trunk size.

Certified Arborist. A person **or firm** with specialized <u>training and</u> knowledge of the horticultural requirements of trees, certified by the International Society of Arboriculture **or the National Arborist Association**.

**NEW.** Critical Root Zone. The area of soil around a tree where the minimum number of roots considered critical to the structural stability or health of the tree are located. Defined as the tree canopy plus five feet.

RZC 21.78 D Definitions.

**NEW.** Dead Tree. A tree that is no longer alive but is still standing.

**NEW.** Declining Tree. When a tree gradually loses vigor as displayed by poor growth, dieback of twigs and branches, early leaf drop for deciduous trees, and other signs of disease or environmental stress.

**NEW.** Diseased Tree. A tree with sustained and progressive impairment of the structure or function of the tree, caused by biotic or abiotic agents.

RZC 21.78 G Definitions.

**NEW.** Girdling. Restriction or destruction of the vascular system within a root, stem, or branch that causes an inhibition of the flow of water and photosynthates.

RZC 21.78 H Definitions.

Hazardous Tree. A tree that is **dead, or** so affected by a significant structural defect or disease, that falling or failure appears imminent, or a tree that impedes safe vision or traffic flow, or that otherwise currently poses a threat to life or property.

RZC 21.78 | Definitions.

**NEW.** Impacted Tree. A tree that is not being removed but which will have grading or construction within the critical root zone. An impacted tree is counted as a removed tree due to the inability to guarantee the tree and root system's health and viability. Impacted trees do not count towards the 35% significant tree retention requirement.

**NEW.** <u>Injured Tree.</u> A tree that is wounded and the tissue is not repaired and does not heal.

RZC 21.78 L Definitions.

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Landmark Tree. Any healthy tree **over** thirty inches <u>or greater</u> in diameter <u>at breast</u> <u>height</u>.

RZC 21.78 N Definitions.

**NEW.** Native Growth Protection Easement (NGPE). An easement where native vegetation is preserved for the purpose of preventing harm to property and the environment, including but not limited to providing open space, maintaining wildlife corridors, maintaining slope stability, controlling runoff and erosion, and/or any other purpose designated by approval.

RZC 21.78 P Definitions.

**NEW.** Pruning. Selective removal of branches or roots to improve tree health, reduce risk or removal of dead wood.

RZC 21.78 R Definitions.

**NEW.** Retained Tree. A tree that is remaining and which no construction or grading will take place within the tree's critical root zone. Also referred to as Saved Tree.

Removal. Removal of a tree(s) or vegetation, through either direct or indirect actions, including but not limited to clearing, cutting, causing irreversible damage to roots or trunks; poisoning; destroying the structural integrity; and/or any filling, excavation, grading, or trenching in the **drip line area** critical root zone of a tree which has the potential to cause irreversible damage to the tree, or relocation of an existing tree to a new planting location.

RZC 21.78 S Definitions.

Significant Tree. Any healthy tree six inches in diameter at breast height (d.b.h.), or any tree four inches in diameter at breast height (d.b.h.) that, after considering its age, height, value, or function, the tree or tree stand is determined to be significant. (SMP). This term also applies Citywide. This does not include trees identified on the King County Noxious Weed or Weed of Concern Lists.

Snag. An upright, <u>dead or dying</u> stump or trunk of a tree that provides habitat for a broad range of wildlife, from beetle larvae (and the birds such as woodpeckers that feed upon them) to dens for raccoons. (SMP <u>and citywide</u>)

RZC 21.78 T Definitions.

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**NEW.** Topping. Cutting the branches and/or leader of a tree in a manner that destroys the existing symmetrical appearance or natural structure of the tree and involves the removal of main lateral branches and leaving the trunk of the tree or major branches of the tree with a stub appearance. This does not include pruning fruit trees to encourage the production of fruit.

Section 4. <u>Amendments to Redmond Municipal Code (RMC), Chapter 1.14, Enforcement and Penalties.</u> The provisions of RMC Chapter 1.14, Enforcement and Penalties, are amended to read as follows:

# **1.14.060** Criminal violations and penalties, civil violations and penalties, and other penalties.

- (b) Civil Violation and Penalty.
  - (1) Any person who commits an act which violates (i) any provision listed in RMC Section 1.14.030(a), Applicability; (ii) any approval or approval condition granted under any provision listed in RMC Section 1.14.030(a), Applicability; or (iii) any orders issued under this chapter shall be subject to a civil penalty not to exceed \$1,000 for each violation. The minimum civil penalty shall be \$100.
  - (2) Any person who fails to act when required to do so by (i) any provision listed in RMC Section 1.14.030(a), Applicability; (ii) any approval or approval condition granted under any provision listed in RMC Section 1.14.030(a), Applicability; or (iii) any orders issued under this chapter shall be subject to a civil penalty not to exceed \$1,000 for each violation. The minimum civil penalty shall be \$100.
  - (3) Notwithstanding paragraphs (1) and (2) above, civil penalties for illegal tree removal may exceed \$1,000. Remediation, including but not limited to tree values, replacement ratios, and performance assurance costs established pursuant to RZC 21.72.110, Enforcement, shall be added to any civil penalties available under this section.
- Section 5. <u>Transmittal to the Department of Commerce.</u> Pursuant to RCW 26.70A.106, a copy of this ordinance was transmitted to the Washington State Department of Commerce on January 25, 2021.
- Section 6. <u>Applicability.</u> State vesting laws apply. Land use entitlement projects reviewed and approved by the Technical Committee may adhere to the tree regulations in place at the time of Technical Committee review.
- Section 7. <u>Preparation of Final Documents</u>. The Administration is directed to complete preparation of Redmond Zoning Code documents and Redmond Municipal

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Code documents, including updates to chapter numbers, correction of any typographical errors, minor stylistic or editorial revisions, general formatting, and including of appropriate graphic and illustrations.

Section 8. <u>Savings</u>. Ordinance No. 1998 shall remain in force and effective until the effective date of this ordinance.

Section 9. <u>Severability.</u> If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 10. <u>Effective Date</u>. This ordinance shall take effect five days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Redmond City Council this 7<sup>th</sup> day of June, 2022.

	CITY OF REDMOND
	ANGELA BIRNEY, MAYOR
ATTEST:	
CHERYL D. XANTHOS, CMC, CITY CLERK	(SEAL)
APPROVED AS TO FORM:	

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40

JAMES HANEY, CITY ATTORNEY

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

YES:

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**From:** Bob Yoder <redmondblog@gmail.com>

**Sent:** Tuesday, April 12, 2022 3:31 PM **To:** Sherri Nichols (City Volunteer)

Cc: Cathy Beam
Subject: Re: tree regulation

**External Email Warning!** Use caution before clicking links or opening attachments.

Ok, thanks.

Bob

On Tue, Apr 12, 2022 at 3:09 PM Sherri Nichols (City Volunteer) < <a href="mailto:snichols@redmond.gov">snichols@redmond.gov</a>> wrote: Hi Bob,

I would suggest that Cathy Beam would be a better source than I would on the details of the tree permit regulations. The commission finished our work on the tree regulations several months ago and I don't have those kind of details in my head any longer.

Sherri

Sent from my iPhone

On Apr 12, 2022, at 3:01 PM, Bob Yoder < redmondblog@gmail.com > wrote:

**External Email Warning!** Use caution before clicking links or opening attachments.

Hi Sherri -

Can you help me with some questions I have about SFH tree permit regulations? I'm making a presentation to Council about small lot (SFH) tree regulation updates.

Are neighborhood (SFH) tree regulations included in the urban tree regulation updates? I think Cathy Beam wrote up my Hearing comments? I also emailed in more extensive comments. Were these submitted to Council?

Your RTC presentation to Council appeared very challenging. You handled yourself well. Keep up the good work!

Thank you for all that you do.

Sincerely, --Bob Yoder 425-802-2523 redmondblog.org

--

Bob Yoder 425-802-2523 redmondblog.org

From: Planning Commission

**Sent:** Thursday, April 28, 2022 4:12 PM

To: !\_PLN Planning Commission; Denni Shefrin

**Cc:** Cathy Beam

**Subject:** FW: SFH tree permits

Please see below from Bob Yoder regarding tree regulations.

#### **Glenn Coil**

Senior Planner, City of Redmond

425-556-2742 gcoil@redmond.gov www.redmond.gov

MS:4SPL • 15670 NE 85th St • PO Box 97010 • Redmond, WA 98073-9710

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From: Bob Yoder <redmondblog@gmail.com>

Sent: Thursday, April 28, 2022 3:01 PM

To: Planning Commission <planningcommission@redmond.gov>

Subject: SFH tree permits

External Email Warning! Use caution before clicking links or opening attachments.

**Dear Planning Commissioners:** 

I'd like to share a personal story of the tree removal in my front yard.

In this situation and all others, I'd find solace in making a donation to a Park "tree fund," The donation would lift my spirits and refocus my thoughts and emotions to the abundant beauty of Redmond. The fund would help me grieve.

Here's a link to my story: <a href="https://redmondcity.blogspot.com/2022/04/the-challenge-and-sorrow-of-cutting.html">https://redmondcity.blogspot.com/2022/04/the-challenge-and-sorrow-of-cutting.html</a>

Thank you for all you do!

Respectfully,

\_\_

Bob Yoder 425-802-2523 redmondblog.org

From: Carol Helland

**Sent:** Tuesday, April 26, 2022 2:26 PM

**To:** Cathy Beam

**Subject:** FW: Tree Regulation Update feedback

Cathy - I recall you indicated that the Planning Commission considered this issue from Mr. Yoder and rejected it. Please be prepared to answer this question if it comes up tonight.

## Carol Helland (she, her, hers)

Planning and Community Development Director, City of Redmond

.....

425-556-2107

chelland@redmond.gov www.redmond.gov

MS:4SPL • 15670 NE 85th St • PO Box 97010 • Redmond, WA 98073-9710

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From: Vanessa Kritzer < vkritzer@redmond.gov>

Sent: Tuesday, April 26, 2022 1:53 PM

To: Bob Yoder <redmondblog@gmail.com>; MayorCouncil <MayorCouncil@redmond.gov>

**Cc:** Carol Helland <chelland@redmond.gov> **Subject:** RE: Tree Regulation Update feedback

Hi Mr. Yoder,

Thank you for sharing these ideas with our council via email as well as coming to speak at our meeting last week. I am responding as April ombudsperson to confirm receipt of your email messages on this topic and will note them at my next bi-weekly report.

Thanks also for your keen attention to my past suggestions to create a tree fund that people can donate towards to help with building canopy in our city! I don't remember calling it Treebates, but it's a clever name. As you noted, as part of the regulations we're looking at tonight, there is a fee-in-lieu of planting option being considered, which is a different mechanism than what I had proposed (a fund where anyone could donate at any time to help support trees in Redmond with the potential for people to dedicate their donation in honor of others and receive certificates of donation). I am copying in Director Helland so she can clarify what are current options being proposed to allow people to pay towards tree planting rather than having to plant at their own home after removing a tree. Hopefully she can also respond to your concerns about the complexities of the permit process as well.

Thanks, Vanessa

# Vanessa Kritzer (she/her)

City Council Vice President, City of Redmond

425-305-9892 vkritzer@redmond.gov www.redmond.gov

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**From:** Bob Yoder < <a href="mailto:redmondblog@gmail.com">redmondblog@gmail.com</a>>

Sent: Monday, April 25, 2022 5:21 PM

To: MayorCouncil@redmond.gov>

Subject: Tree Regulation Update feedback

**External Email Warning!** Use caution before clicking links or opening attachments.

I learned the PC and staff proposed a Treebate program several years ago, with the following elements:

- Plantings are on private property.
- Turnkey programs, such as Forterra, run the program, purchasing the trees, advertising to citizens, and organizing pick-up locations.
- The Treebate (coupon-system) occurs in partnership with nurseries with the benefit of education when selecting trees.
- Funding is subsidized by the City of Redmond.
- The program appears intended for SFH neighborhoods.

I concede no matter how much our community values trees, the average homeowner in affluent Redmond won't plant replacement trees or make fee-in-lieu payments. The total cost of chopping a Landmark is easily over \$2,000. And planting replacements has *many* obstacles.

For your study session tonight I'm submitting feedback on City Tree Permits for SFH on 10,000 sf - 30,000 sf lots. The present permit is messy, overly complex and too long. The planner-on-call becomes burdened, as well. Please ask the staff to fix our permit. Thank you.

The <u>Tree Removal Permit</u> is 6-pages, It wants your Tax Parcel Number among other oddities. The Landmark Tree Exception is soon a "Deviation" (if you okay it) needing edit.

For clarity, I recommend the <u>"Tree Removal Tip Sheet</u> *title* be replaced with "When Is A Tree Removal Permit Required?"

Something positive: I completed a tree permit from home during COVID without a trip to City Hall.

Last week informed me the Tree Regulation Update applies to SFH properties with no gaps. I couldn't find anything about SFH replacement ratios in the Team's Proposed Regulation Update, nor reference to the existing permit. Am I missing something?

Thank you for your consideration.

--

Bob Yoder 425-802-2523 redmondblog.org

From: Jeff Skall < Jeff.Skall@Coldstream.com>
Sent: Monday, June 6, 2022 10:05 AM

To: Council

**Subject:** Please Pull Proposed Tree Regulations from Consent

**External Email Warning!** Use caution before clicking links or opening attachments.

Dear Mayor Birney and Councilmembers,

I am writing to urge you not to adopt the Tree Regulations amendments scheduled for consent at the Council meeting on June 7. I concur with the position of the Master Builders Association of King and Snohomish Counties expressed in the letter at this link:

#### https://mbaks.box.com/s/qvdg6dsj0a6pveb3wyfsshgcxb8frzuh

Thank you for considering our comments. We care about the future of Redmond and ask that any changes to Redmond's Tree Regulations support both a healthy tree canopy and housing needs.

Respectfully,

Jeff Skall

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From: Jerry Hall <jhall@mbaks.com>
Sent: Monday, June 6, 2022 10:30 AM

To: Council

**Subject:** Please Pull Proposed Tree Regulations from Consent

**External Email Warning!** Use caution before clicking links or opening attachments.

Dear Mayor Birney and Councilmembers,

I am writing to urge you not to adopt the Tree Regulations amendments scheduled for consent at the Council meeting on June 7. I concur with the position of the Master Builders Association of King and Snohomish Counties expressed in the letter at this link:

https://mbaks.box.com/s/qvdg6dsj0a6pveb3wyfsshgcxb8frzuh

Thank you for considering our comments. We care about the future of Redmond and ask that any changes to Redmond's Tree Regulations support both a healthy tree canopy and housing needs.

Sincerely,

Jerry



#### Jerry Hall

Interim Executive Director; Chief Operating and Financial Officer Master Builders Association of King and Snohomish Counties

t 425.278.0215 **c** 425.241.5442 335 116<sup>th</sup> Ave. SE | Bellevue, WA 98004

mbaks.com

Find us on **f in o** 

We aspire to be the most trusted and respected housing experts in the Puget Sound region.

From: Kurt Wilson <kurt@soundbuilthomes.com>

**Sent:** Monday, June 6, 2022 10:13 AM

To: Council

**Subject:** Please Pull Proposed Tree Regulations from Consent

**External Email Warning!** Use caution before clicking links or opening attachments.

Dear Mayor Birney and Councilmembers,

I am writing to urge you not to adopt the Tree Regulations amendments scheduled for consent at the Council meeting on June 7. I concur with the position of the Master Builders Association of King and Snohomish Counties expressed in the letter at this link:

https://mbaks.box.com/s/qvdg6dsj0a6pveb3wyfsshgcxb8frzuh

Thank you for considering our comments. We care about the future of Redmond and ask that any changes to Redmond's Tree Regulations support both a healthy tree canopy and housing needs.



## Kurt Wilson Soundbuilt Homes

kurt@soundbuilthomes.com

(253) 377-7147-cell (253) 539-8116-office

PO Box 73790 Puyallup, WA 98373





June 2, 2022

Redmond City Council 15670 NE 85th Street Redmond, WA 98073

RE: Proposed Redmond Tree Regulations Update

Dear Mayor Birney and Councilmembers:

On behalf of the Master Builders Association of King and Snohomish Counties (MBAKS) and member companies AAA Kartak Glass & Closet, Barghausen, BuildSound, Creative Home Partners, DMP Engineering, Huseby Homes, JayMarc Homes, LDC, Murray Franklyn, Nip Tuck Remodeling, Oakpointe, PWF Architecture, RM Homes, SoundBuilt Homes, Taylor Development, Taylor Morrison, and Village Life, we appreciate the opportunity to submit written comments to the City Council regarding the City of Redmond's draft Tree Regulations amendments (the "Proposed Amendments"). The nearly 2,600 MBAKS members work to supply housing to the region every day.

The Proposed Amendments being considered for adoption reflect several years of research, meetings, writing and editing by staff, Planning Commission members and Councilmembers. MBAKS submitted feedback throughout the amendment process, including comments to the Planning Commission and Council. We have a shared interest in in the future of Redmond and ensuring that it is a great place to live.

However, we strongly urge you to reconsider adopting the Proposed Amendments as currently drafted. The Proposed Amendments are at odds with another critically important goal for the community (and a requirement under the Growth Management Act): insuring an adequate supply of housing. We are concerned that enhanced retention and replanting requirements in the Proposed Amendments will significantly increase review times and construction costs, hampering new home construction and also thereby driving up housing costs. This will make it increasingly difficult for the City to meet its own housing targets and provide a range of affordable housing options for current and future residents.

#### Redmond's responsibility under the GMA to provide housing

The Washington State Growth Management Act (GMA) requires local governments to develop a local Housing Element (RCW 36.70A.070(2)), planning for a variety of housing types, particularly denser housing. The GMA directs jurisdictions to accommodate most of the project population growths within growth areas (UGAs) with access to adequate public facilities to reduce sprawl and encourage transit use.

Redmond's <u>Housing Needs Assessment</u> found that the City needs a minimum of 8,897 new units by 2040 to accommodate anticipated growth and meet its housing obligations under the GMA. In addition, the Assessment spotlighted the City's housing diversity and affordability challenges, including lower housing diversity than peer cities, which limits the variety of housing available for ownership. Notable findings included:

- Redmond has the smallest number of Accessory Dwelling Units (ADUs) compared to its peer cities.
- The number of senior housing facilities is small, representing only 3% of the City's housing stock.
- Redmond is lacking single family detached housing and middle housing like duplexes, multiplexes, and townhomes, which tend to be offered at lower price points.



335 116TH AVENUE SE | BELLEVUE, WASHINGTON 98004

Redmond lacks owner-occupied units at low and moderate-income levels compared to other cities.

In response to the Housing Needs Assessment, Redmond has set ambitious housing goals that are underpinned by thoughtful and effective strategies. In March 2021, Redmond adopted a Housing Action Plan, which sets out strategies for building of a variety of housing types at a range of affordability. Three key strategies in the Action Plan are to:

- Reduce the cost to develop housing through process improvements and increased regulatory predictability:
- Diversify housing stock; and
- Increase development and access to more affordable homes.

As the City implements its Housing Action Plan, smaller lots and homes will be necessary to accommodate more people efficiently and in a more environmentally friendly way. From a future-minded environmental perspective, allowing for responsible tree cutting and replacement within UGAs to facilitate increasing urban housing supply would help to prevent even more tree cutting that comes from suburban sprawl in the rural areas outside the UGA's.

#### Impact of the proposed Tree Regulations on housing in Redmond

Redmond does not appear to have considered the Proposed Amendments in light of the issues highlighted by the Housing Needs Assessment, the City's housing goals in its GMA comprehensive plan, and the strategies identified in the Housing Action Plan. Indeed, there has been no meaningful consideration or recognition of the impact the Proposed Amendments would have on homebuilding if adopted. The Proposed Amendments run directly counter to the City's ability to deliver on its Housing Action Plan. A critical point for the Council to consider is that housing is required by the GMA while tree retention and preservation outside of critical areas is not; however, in the Proposed Amendments the preservation of trees appears to take precedence over homebuilding and the City's ability to insure an adequate supply of housing.

The Proposed Amendments effectively give trees generally the same protections as critical areas (which the GMA requires the City to designate and protect) and provide that any impacts should be avoided in the same manner as critical areas even though state law clearly does not treat trees as critical areas. The GMA in RCW 36.070A.030(5) defines five types of critical areas:

- 1. Wetlands
- 2. Areas with a critical recharging effect on aquafers used for potable water
- 3. Fish and wildlife habitat conservation areas
- 4. Frequently flooded areas
- 5. Geologically hazardous areas

The Proposed Amendments effectively and improperly treat single trees and small groves (which are not defined) of trees as critical areas on par with wetlands or fish and wildlife habitat conservation areas, even though they do not qualify as such under the GMA. Furthermore, while any new limitations introduced for designated critical areas would need to be supported by "best available science" or consideration of the significant tradeoffs under the GMA, no such lens has been applied to the protection of trees outside of critical areas under the Proposed Amendments. The City is proposing to impose regulations on trees that mimic those for critical areas without the supporting evidence that would be required for critical areas regulations.

Taking a preservation-first approach to tree regulation has negative consequences for the broader community. Without flexibility to meet tree canopy targets in Redmond, there will be fewer housing choices for current and future residents. The difficulty and cost of many projects, ranging from new builds





on lots with many trees to smaller scale infill development, will increase significantly and many properties will be rendered undevelopable as a result of the requirements under the Proposed Amendments. The vague and subjective requirements for preservation and retention that are scattered throughout the amendments will introduce additional uncertainty and subjectivity into the permitting process. Uncertainty increases the time it takes to get a home permitted and built, making it more expensive for consumers to purchase homes in the City.

It is imperative that Redmond's Tree Regulations allow for a balance between trees and dense, environmentally friendly housing. In prioritizing preservation and prescriptive replacement standards over a clearly stated canopy target, the Proposed Amendments go far beyond ensuring a healthy tree canopy and would severely impede the production of housing and have a lasting, detrimental impact on housing in the City.

#### Feedback by section on the Proposed Amendments

With the "bigger picture" background of our concerns we offer the following comments, suggestions and questions on specific sections of the Proposed Amendments:

- 1. 21.72.010.A2 and 21.72.030.A1: The language in these sections requiring maximum tree preservation is ambiguous. The more streamlined and predictable the code can be, the fewer costs accumulated due to project delay, resulting in more affordable homes for consumers. A lack of clarity will lead to disputes about whether the requirement has been met. How will this be objectively measured? Does protection of trees under this code trump compliance with other City codes?
- 2. 21.72.010.A3: Under SEPA (WAC 197-11-794) "significant" is defined to mean "Significance involves context and intensity (WAC 197-11-330) and does not lend itself to a formula or quantifiable test. The context may vary with the physical setting. Intensity depends on the magnitude and duration of an impact." Regulating based on aesthetic impact of tree removal ignores that it is a short-term impact, as developments must meet landscaping and replanting requirements, which trees and vegetation will grow over time thereby mitigating the temporary aesthetic impact when the site is initially cleared.
- 3. 21.72.010.A5: Reconsider a 40% tree canopy requirement since American Forests in 2017 no longer recognizes this as a standard for all cities in all situations especially given the need to accommodate denser growth. Set a tree canopy cover goal that is based on local data and current and planned land use. Consider how imposing this requirement will affect the City's ability to provide housing to accommodate the population projection.
- 4. 27.72.030: This section incorporates an avoidance requirement used under SEPA and critical areas regulations. It would effectively make significant trees and landmark trees guasi-critical areas. As previously stated, there is no authority under GMA to do so.
- 5. 27.72.030.A1b: MBAKS strongly opposes prioritizing project redesign to minimize impacts, as this significantly and unnecessarily increases the time and cost of building a home.
- 27.72.030.B1: Is a 35% minimum retention requirement based on best available science? Additionally, if 35% is the required minimum, then achieving it should be considered compliance. Anecdotally, builders have noted that even under the existing code there is significant pressure from city staff to exceed 35% retention. The individual reviewer determines the extent to which an applicant expected to exceed the requirement, which is an entirely subjective judgment. We recommend setting the target in such a way that is objective and provides predictability so the builder can be confident they are in compliance with the regulations when submitting a plan.



- 7. 21.72.030.C1a: Reconsider whether native trees are always necessarily the preferred trees given climate change. Climate adapted trees may take precedent.
- 8. 21.72.030.C1b: The regulation stipulates that trees with habitat value should be given protection. As written, this appears to suggest additional protection for trees providing a habitat for any kind of animal, which could be interpreted as extending protection to most trees. This provision should be revised to reflect trees that provide critical habitat for designated threatened or endangered species.
- 9. 21.72.030.C1d: Prohibiting the removal of trees on private land near public property raises a legal question around takings and private property rights.
- 10. 21.72.030.C1f: "Higher" and "lower" zones should be clearly defined.
- 11. 21.72.030.C4: Consideration of a written statement requires a subjective determination by staff and introduces significant uncertainty into the application process.
- 12. 21.72.030.F: Consider increasing the incentives to include options such as parking allowances and density bonuses.
- 13. 21.72.040.A: This section is phrased in such a way that there is significant staff discretion in determining whether tree retention is not "practicable". How will this be objectively measured?
- 14. 21.72.040.B: There are cost and site design implications associated with the significant increase of replacement ratios proposed (1:3 for significant; 1:6 for landmark) that will impact housing production. It appears the Proposed Amendments simply double the existing replacement ratios for most categories of trees in the City. Replacement ratios exceeding 1:1 will result over time in mitigation that will far exceed the impacts of development. Is there a scientific basis supported by BAS for the increasing the replacement ratios? In addition, there is a requirement that the City concur with any documentation provided by the applicant's certified arborist stating that a replacement tree is not required. On what basis can the City not accept this documentation from the applicant's arborist?
- 15. 21.72.040.C2a: What are the objective criteria by which staff will decide whether to grant or deny such a deviation request? Is this "waiver" the same or different as a "deviation" under 21.72.100B?
- 16. 21.72.040.C3: This section stipulates that replacement trees should be "primarily native species." What proportion of replacement trees must be native to fulfill this requirement? This section also calls for a "a mix of slow-, medium- and fast-growing replacement trees." This is ill-defined and lends itself to staff disagreement with an applicant's landscape professional. What is the process for resolving such a dispute?
- 17. 21.72.040.D3: As with 21.72.030.C4 and 21.72.040.A: this is another provision in the Proposed Amendments where there is no objective way to measure what is "practicable" and approval is open to subjective determination by staff.
- 18. 21.72.040.E3a: How were the fee in lieu amounts determined and how do they relate to the impact of a proposed development? The periodic adjustment period should be defined (e.g., annually, every 2 or 3 years).
- 19. 21.72.050.C: Suggest changing wording from "The Administrator *may* approve" to "The Administrator *shall* approve" to add certainty to the approval process.



- 20. 21.72.050.C1: How is "superior outcome" defined? To promote flexibility in site design alternative methods of complying should be allowed when the applicant demonstrates that the alternative methods would "meet or exceed" the purpose, intent and objectives of the city regulations rather than requiring a "superior outcome".
- 21. 21.72.050.C2: "Reasonable use" should be objectively defined. As written, it is left to subjective determination by staff.
- 22. 21.72.060.C: Regarding the replacement of trees deemed by a certified arborist to be hazardous, if the proposed development did not cause the tree to become hazardous requiring its removal, how is requiring replacement of the tree reasonably related to mitigating the impacts of the development?
- 23. 21.72.070.A1: This appears to conflict with 21.72.060.C. By way of example: If a tree comes down in a windstorm, the property owner did not "remove it" and replacement is not required. However, if the windstorm did not bring the tree down but rather damaged it enough that a certified arborist deems it a hazard (and the City concurs per 21.72.040.B), then the homeowner must apply for a permit and plant a replacement tree if it was a significant tree or three trees if it was a landmark tree. Unless a tree is rendered a hazard tree as a result of actions of the applicant there should be no requirement for the replacement of hazard trees.
- 24. 21.72.100.B1: The criteria set out here for a "deviation" are the typical criteria for a variance. However, a deviation and a variance are distinct concepts. A deviation is usually allowed when an applicant can show the intent and purpose of regulations can be met by alternative means not necessarily authorized by code (i.e., the code requirements could be met but the applicant wants to do something different not authorized by code). A variance, on the other hand, is used when due to unique circumstances, code requirements cannot be met. This draft describes a variance but calls it a deviation.
- 25. 21.72.100.B5: What is the legal and/or policy justification for the replacement ratios in this subsection? If the criteria set out in the code for granting a deviation are satisfied what is the justification for 3:1 (significant trees) and 6:1 (landmark trees) replacement ratios as a condition of City approval for granting the deviation?
- 26. 21.72.110B2: Is there a scientific basis for doubling the replacement ratios? Upon what BAS are these increased replacement ratios based? It appears the City is arbitrarily doubling the replacement ratios.

#### **MBAKS' Recommended Tree Regulations**

MBAKS maintains that a good tree code responsibly maintains and grows the tree canopy while also allowing much needed housing required by the GMA and further provides predictability for both applicants, staff and the public as to how the code is to be applied. Tree regulations, like all land use regulations, should be simple to understand and straightforward to comply with. The Proposed Amendments are not simple, straightforward and predictable. To best protect the environment while supporting sustainable community growth, we urge the Council to not take action on the Proposed Amendments and instead have staff engage stakeholders to get input on how to modify the Proposed Amendments to accomplish the following objectives:

Development of optimal coverage goals for a healthy and resilient urban canopy:
 Set a tree canopy cover goal that is based on local data and current and planned land use. While Redmond's canopy goal of 40% corresponds to a study showing that the City currently has a 38% canopy, the City's <a href="Tree Canopy Strategic Plan">Tree Canopy Strategic Plan</a> does not directly address how the city will meet





this target as it continues to urbanize and accommodate a growing population. Setting a high canopy goal in an urban area should be supported by evidence that the additional canopy requirements do not impede future-minded infrastructure investments, including housing. A high canopy goal also raises legal questions, particularly when applied to project sites that have existing tree canopy that is less than the city-wide goal (which raises questions of "rough proportionality").

- Alignment of ordinance provisions with clearly stated canopy goals: Ensure that the provisions have a direct relationship to the desired outcome of the tree code. If the desired outcome is primarily to retain and grow the tree canopy, then the language of the provisions should concentrate on canopy targets over the preservation of individual trees.
- Flexibility to allow for multiple pathways to approval for developers and options to address varying contexts: Allowing flexibility to achieve canopy targets does not make an ordinance any less effective, but it does allow for smarter, more cost-effective new home construction. Snohomish County has taken this approach, and yearly tree canopy reporting clearly demonstrates the effectiveness of its tree code. See the 2021 report here.
- Clarity for both applicants, staff and the public with permanent procedures and legal authority:

When home builders face uncertainty in the permitting process, the construction timeline is extended, making it more expensive. The more streamlined and predictable the process, the fewer costs accumulated due to project delay, resulting in more affordable homes for consumers.

Providing clarity on legal authority also respects property rights where landowners are acting in accordance with all relevant laws in place. Property owners have a legal obligation to follow all land use, environmental and tree-related codes, and having clear regulations in place allows them to develop their properties with confidence that they are acting in accordance with all relevant laws. New tree regulations should not limit the development potential of a property or constitute a constitutional taking of land or property rights.

- Link to clear and objective standards for housing consistent with the GMA: Include meaningful analysis into the total number of lots and housing capacity affected by the proposed Tree Regulations, as well as potential impacts on Redmond's plan to meet GMA growth targets. As noted above, while tree canopy targets are not required by the GMA, housing targets are. Redmond's proposed regulations do not consider what the impact on housing will be. Any adopted tree regulations should not materially affect the City's ability to meet its housing goals.
- Incorporation of racial and/or social equity principles: Based on past data, we know that affluent neighborhoods tend to have the highest levels of canopy coverage. The Tree Regulations should provide for the funding or offsite replacement of trees in neighborhoods where they are needed most to create a more equitable environment for the entire city.

The regulations should also not impede the construction of a range of housing options in Redmond, including middle housing, to support a wider range of incomes and needs.

Again, MBAKS urges you to reconsider adopting the amendments as currently drafted. The Proposed Amendments will make it significantly harder to build the homes needed for Redmond's growing population. They will negatively impact the City's ability to properly fulfill its housing obligations under the GMA. MBAKS appreciates the work Redmond has done in many respects to encourage more housing



targets.

choice, supply, and affordability. We agree that canopy, tree retention and replanting, and equitable tree distribution throughout Redmond are all needed for a thriving environment and people. However, MBAKS encourages greater flexibility in the Tree Regulations to meet Redmond's tree canopy *and* housing

We appreciate the time and effort that has gone into this amendment process and thank the City for considering our comments. We urge the City Council to pull this important proposal from consent to allow for additional discussion and deliberations.

Please contact me if you have any questions or need additional information.

Sincerely,

Karin Eastby

Government Affairs and Outreach Specialist

#### **Co-signing members:**

Cameron Kartak, AAA Kartak Glass & Closet

George Newman, Barghausen

Rob McVicars, BuildSound

Dave Main, Creative Home Partners

Hans Korve, DMP Engineering

Darin Huseby, Huseby Homes

Ron Spahman, JayMarc Homes

Mark Villwock, LDC

Todd Levitt, Murray Franklyn

April Bettinger, Nip Tuck Remodeling

Brian Ross, Oakpointe

Philip Frisk, PWF Architecture

Ryan McGowan, RM Homes

Kurt Wilson, SoundBuilt Homes

Kevin O'Brien, Taylor Development

Pete Lymberis, Taylor Morrison

Brian Holtzclaw, Village Life

From: Paul Ebensteiner < paule@terrenehomes.com>

**Sent:** Monday, June 6, 2022 12:32 PM

To: Council

**Cc:** Jennifer Anderson; Michael Walsh

**Subject:** Please Pull Proposed Tree Regulations from Consent

**External Email Warning!** Use caution before clicking links or opening attachments.

Dear Mayor Birney and Councilmembers,

I am writing to urge you **not** to adopt the Tree Regulations amendments scheduled for consent at the Council meeting on June 7. I concur with the position of the Master Builders Association of King and Snohomish Counties expressed in the letter at this link:

https://mbaks.box.com/s/qvdg6dsj0a6pveb3wyfsshgcxb8frzuh

These amendments will severely limit the ability to develop or redevelop any property in the city limits of Redmond. As an example, the ability to replace one tree with six new is an unreasonable burden on any new lot. Where will the house be located on the lot and where will six new trees be located. The ability to build new homes within the urban growth boundary. This is an inefficient and wasteful use of land; and, the new tree regulations are punitive and overly burdensome.

Thank you for considering our comments. We care about the future of Redmond and ask that any changes to Redmond's Tree Regulations support both a healthy tree canopy and housing needs.

Paul Ebensteiner Terrene Homes

Sent from Mail for Windows

From: Rosemarie <ivesredmond@aol.com>
Sent: Sunday, April 24, 2022 6:08 PM

**To:** Cathy Beam

**Subject:** Fwd: Something to contemplate on Trees in Urban areas

**Attachments:** treecanopyinCT.docx

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From: ivesredmond@aol.com

To: jforsythe@redmond.gov, vkritzer@redmond.gov, sfields@redmond.gov, janderson@redmond.gov, vkhan@redmond.gov, mstuart@redmond.gov,

dcarson@redmond.gov Cc: cityclerk@redmond.gov

Sent: 4/24/2022 9:04:51 PM Eastern Standard Time

Subject: Something to contemplate on Trees in Urban areas

Dear Councilmembers,

Attached is short read of excerpts from an article I read this past week in The Stamford Advocate. Why I am bothering to send this to all of you for you to read is that it busts the paradigm that cities like Redmond, that continue to grow, don't necessarily have to allow wholesale removal of trees to achieve a 60% canopy!!!! The article expounds upon the value of preserving trees in urban areas where the need for their benefits real and perceived are more important than ever!

There's lots of talk about a goal of a 40% tree canopy in how many years? What is Redmond's tree canopy now within the city limits (be sure to exclude the Watershed Preserve, Juel and Farrell-M that are in unincorporated King County and do not directly benefit the area within the city limits)?

Rosemarie Ives

From: Rosemarie <ivesredmond@aol.com>
Sent: Sunday, April 24, 2022 6:25 PM

To: City Clerk
Cc: Cathy Beam

**Subject:** Fwd: The message the same ten years later

**External Email Warning!** Use caution before clicking links or opening attachments.

From: ivesredmond@aol.com

To: jforsythe@redmond.gov, vkritzer@redmond.gov, dcarson@redmond.gov, sfields@redmond.gov, janderson@redmond.gov, vkhan@redmond.gov,

mstuart@redmond.gov

Sent: 4/24/2022 9:23:53 PM Eastern Standard Time Subject: The message the same ten years later

Dear Councilmembers,

I wrote this Letter to the Editor ten years ago...hope the message resonates with each of you today!

https://www.redmond-reporter.com/letters/city-needs-to-preserve-its-natural-beauty-letter-to-the-editor/

Rosemarie Ives

While visiting my home state of Connecticut for Easter, there was an excellent article about tree canopy in urban-suburban counties. *Though CT is the third smallest state in the union, and is the fourth most densely populated with 88% living in the urban-suburban mix, CT leads the nation in the percentage of urban communities that have tree cover of about 60%.* 

"While there is a great, and needed effort to preserve big forest blocks that foster biodiversity, there's increasing attention on caring for trees where the most people live. People desire to have something green and growing near their homes. In part, this is because of a growing understanding that cities have their own environments. T.A. Pickett, an urban ecologist with the Cary Institute of Ecosystems Studies said that ecologists, city planners, and landscape architects are paying increasing attention of the broader issues of green infrastructure in cities—how plantings, green spaces and stormwater managements can make urban spaces more livable.

The advantages of city trees are many. They shade sidewalks and paved spaces, making places cooler. That means less money is spent and less energy used on air conditioning. They absorb carbon and clean the air—something that's needed in city settings. Pickett says that neighborhoods with more woody trees have lower crime rates. There is a psychological benefit of seeing green things

City trees need city management. Grants and contributions are funding plantings on private property that will benefit the city as a whole.

#### **Dear Council members:**

On Tuesday evening, part of your study session is devoted to Tree Regulations. I am unsure how you will choose to proceed when there is a 17 page "executive summary" but there are another 334 plus pages of supporting information. In reviewing the agenda documents, I find the council random questions matrix to be a distraction where staff's comments/answers can too easily become the focus of any deliberation or discussion. I suggest that going page by page of the 17 page document would be easier for both the council and especially the public to follow assuring that most items will not be overlooked.

I found the 334 page document attached to the Planning Commission recommendations. It includes the planning commission question/answer matrix, the Technical Committee report that is over 100 pages and most importantly written testimony from members of the public. The testimony is quite extensive and all should be read by the council.

Had hoped to be forwarding a page by page commentary on the 17 page document before your Tuesday night session. But not knowing how the council is going to proceed really makes it difficult for the public to provide meaningful and timely input. Perhaps you can decide that Tuesday so that the public can be better prepared to provide input for your next study session on this very important issue.

This communication is a list of random related questions/issues/requests/declarations for information that are very relevant to Redmond's tree regulations.

Earlier this evening I sent an email with excerpts from a Connecticut paper describing how urban areas in the state contribute to its 60% tree canopy and that it is more important to preserve trees, especially significant and landmark trees, in urban areas which is in contrast to what Redmond has been doing allowing exception after exception to the city's stated policies on tree preservation over the past 15 years. Preservation of trees in urban centers is more important than ever now because there are more people in a smaller geographic area where air pollution is greater, global heat is higher, and water pollution is higher.

Does the city have an inventory of landmark trees and stands of significant trees? Is there a city database of existing trees, tree removal and replacement? Can staff describe the city's monitoring effort? How many tree removal permits have been issued in the last 15 years? How many issued to individuals? How many issued to developers?

Replanting can not bring full replacement for 50 years. Often a tree's environmental benefit begins at 50 years of age.

17 page report and it's amended title that eliminates the word "preservation" is very telling – these are regulations to improve and facilitate the approval process for cutting trees instead of preserving them,

How about a regulation that clearly states: No landmark tree shall be cut.?

How about removing the exception that a property owner having two acres in an urban center can clearcut their property.?

How about that the city prohibit cutting, removal, or damage to landmark trees and stands of significant trees in Downtown, Overlake, and Marymoor Village.?

Are there preservation regulations in this document regarding landmark trees, significant trees or stands of trees?

There is a goal of 40% tree canopy for how many years out? What is tree canopy now in urban/suburban Redmond? What was canopy in 2017, 2012, 2007? Is there a trending there? City has been inappropriately including Watershed Preserve, Juel Park and Farrell-McWhirter in its calculations. All three city properties are outside city limits so in no way contribute to reducing air and water pollution or reducing heat—does not provide shade for urban Redmond.

In research, are there comparisons to cities noted for not only best practices for trees regulations but for their best practices in administering and enforcing tree regulations. How does what is being proposed compare/contrast to Mercer Island, Sammamish, and Federal Way?

How do the regulations being proposed protect and preserve significant and landmark trees throughout Redmond in particular the trees at the former Farmers Market site at Town Center?

How does this proposed document specifically get the city to a 40% tree canopy in a much shorter amount of time such as ten years?

Where are the metrics/data on fine collections? Achilles heel is poor administration, poor implementation, lack of enforcement.

Tree replacement is a scheme that will never be compatible with supporting density. Trees being planted will not have any effect for 50 years which could be someone's lifetime.

Is "no net loss" language being struck?

Mitigation and replanting are not replicating the public benefit lost by removal/cutting. Newly planted trees much reach a certain size before they begin contributing any benefits. Within the context of an exiting urban forest, a few hundred or even a million planted trees to not automatically translate into an increase in the overall tree population and the odds are stacked against a young tree "replacing" a mature one. Existing trees might be the best method of maximizing tree benefits.

What information/metrics on monitoring? success of mitigation sites? How many sites are there? When did they start? What is the status of each? Group Health's 29 acre property in Overlake had 1200 landmark and significant trees that were allowed by the City to be clearcut. There was to being significant planting mostly outside of the immediate area of Overlake. Tree plantings were to be monitored for three years. When started? What is status now? As an aside I am providing a link to a letter to the editor that I wrote in 2012 regarding the City's exception for development of the Group Health campus in Overlake.

What does the city know about air quality past and present around mitigation sites as well as sites where trees have been clearcut?

Does what is being proposed in any way protect high retention value tree? Much easier to retain than to plant anew.

There is a city policy that says that 100% of landmark trees must be saved . Why hasn't that been implemented/upheld?

City cannot plant its way out of canopy loss to meet canopy goal.

What does council know about city's exception process? How often used? How many granted by Tech committee? How many by Hearing examiner? Over the past six years, 97-100% of all tree permits were approved by staff. What's criteria for approval, how were criteria developed and who approves criteria?

How was 35% retention requirement arrived at? 35% is not high enough.

In a city document it stated that landmark tree replacement has not met requirements. Why not?

I look forward to hearing from the council on Tuesday evening as to how it intends to proceed...how there will be a thorough examination of the 344 pages beyond just the 17 page report. Would also like to hear what each of you believes is the preferred outcome—tree preservation or the accommodations for processing tree removal permits?

Rosemarie Ives

From: Rosemarie <ivesredmond@aol.com>
Sent: Sunday, June 5, 2022 8:30 PM

**To:** Jessica Forsythe; Vanessa Kritzer; David Carson; Steve Fields; Varisha Khan; Jeralee

Anderson; Melissa Stuart

Cc: ivesredmond@redmond.gov; Cathy Beam; City Clerk; Carol Helland; Mayor (Internet)

**Subject:** What Happened to Tree PROTECTION Regulations?

**External Email Warning!** Use caution before clicking links or opening attachments.

Good evening, council members,

Back on April 24th, I submitted several pages of testimony that raised at least 24 questions that I believe should have been asked by you. And based on your discussion, none of them were even asked. Your very limited discussion didn't reflect that you took seriously any of the input from Mr. Hinman or Mr. Terwilliger either. We have read, researched and analyzed pertinent information. Clearly you did not give more than a cursory review of the 344 pages of background information including outstanding public comment, on this complex issue. The answers to my questions would have assisted each of you in making a more informed decision than you apparently will make...unless you have courage to vote "NO!"

Am disappointed but never surprised anymore that the council would easily slip into their reactive position using the staff prepared council question matrix--what a great distraction....rather than going page by page of the 17 page document so that at least the public could follow. Perhaps most of you would prefer that the public not follow what you are doing?

I noticed there were no edits from council--just rubbberstamping staff's recommendations. I sent you an article from a Connecticut paper on the importance of maintaining significant trees in urban areas--more people per square acre need more clean air per square acre, not less. Guess you don't believe it or disagree because on Page 15 1.e. basically says that preserving trees "would be in conflict with urban density and inconsistent with the adopted vision for the neighborhood." So you are saying that people who live in downtown, Overlake, or Marymoor Village deserve less air quality...Hmmmm???

You asked nothing about the success of tree replantings. Yet you reduced the size of evergreen replacement trees significantly by 50 % from 12 feet in height to six feet on Page 16.

On page 12, Paragraph I regarding public utility systems has new meaning to me. Staff interpretation as "practicable" is troubling. The most recent example is staff's advocacy for the Sammamish-Juanita transmission line, that benefits Kirkland and no one in Redmond, to go in the Sammamish Valley instead of directing PSE to use their existing ROW in Rose Hill. Remove 57 significant trees and 1 landmark tree, seriously impact 8-10 wetlands, remove every tree greater than 25 feet, and no tree can grow taller than 15 feet. that's okay???

So do you have any comprehension of what is being proposed here?

Tech committee has recklessly approved close to 100% of how many permits, destroying what used to be a fairly decent tree canopy and will continue to do so...Continued poor administration, poor interpretation and implementation and lack of enforcement is sure to produce more of the same irreparable devastation.

As I reviewed the 17 pages, there were at least 15 questions, concerns on my right margin. But you will be spared.

Only people who are delusionary believe that plantings today can provide environmental benefit equal to the loss in the short term. Scientists say otherwise--at 50 years of age does a tree begin to contribute its environmental benefit. Preserving existing trees is the best method for maximizing tree benefits..

Unless I hear otherwise when you vote on Tuesday night, I will assume that accommodations for processing tree removal permits over tree preservation is the preferred outcome. That's why "Protection" is crossed out! Trees are what makes our neighborhoods livable and gives any community character. Trees are a shared resource that we should all shepherd and protect...that helps us all....except in Redmond where CASH reigns over canopy!

Rosemarie Ives

# Chapter 1.14 ENFORCEMENT AND PENALTIES\*

## Sections:

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# 1.14.010 Definitions.

For the purposes of this chapter, the words and phrases designated in this section shall be defined as follows:

(a) "A – J" Definitions.

<sup>\*</sup> Prior ordinance history: Ords. 1458, 1510, 1559, 1586.

Code Administrator. The Director of Planning and Community Development or the successor of that position or his or her designee. The Code Administrator administers the Redmond Zoning Code, which is also Title 21 of the Redmond Municipal Code.

Code Compliance Hearing Examiner. A person or persons contracted or hired by the city to carry out the duties assigned by this chapter.

Code Compliance Officer. A city employee or employees designated by the Mayor to enforce the provisions listed in RMC Section <u>1.14.030</u>, Applicability. This term also includes city employees to whom the Code Compliance Officer has delegated some or all of his or her duties to the extent of that delegation.

#### (b) "K − Q" Definitions.

Person. Any individual, association, partnership, corporation, society, firm, joint stock company, state, all political subdivisions of a state, or legal entity either public or private, or any agents and assigns of such individual, association, partnership, corporation, society, firm, joint stock company, state, all political subdivisions of a state, or other legal entity.

Permit. Written governmental permission required by any provision listed in RMC Section <u>1.14.030</u>, Applicability, and issued by an authorized official empowering the person to whom it was issued, the holder thereof, or the owner of a specific property to do some act not forbidden by law but not allowed without such authorization. Any conditions, requirements, limitations, drawings, maps, or other materials or writings included or referenced in the permission or attached to the permission shall be part of the permit.

Provision. Any law, regulation, ordinance, or other legal requirement.

### (c) "R – Z" Definitions.

Restoration. To take whatever steps are deemed necessary by the Code Compliance Officer to return a property to the condition in which it existed before a violation of any provision listed in RMC Section 1.14.030, Applicability. Restoration may include, but is not limited to, rehabilitation, removal of fill, removal of materials, excavation, filling, demolition, construction, replacement, repair, and planting, and replacing materials lost or damaged until the prior functions of the property are reestablished. Restoration also includes the costs of studies necessary to determine the condition in which the property existed before a violation of any provision listed in RMC Section 1.14.030, Applicability, the functions it performed, how best to return it to that state, and how to prevent further harm to the public and the natural environment. (Ord. 2596 § 2 (part), 2011; Ord. 1935 § 2 (part), 1997).

#### 1.14.020 Purpose.

This chapter provides for the enforcement of the city's development, building, public facility, health and safety, and animal regulations. The purposes of this chapter include: to prevent harm to the public and the environment by ensuring compliance with the development regulations, building codes, public facility, health and safety, and animal regulations; to provide for restoration where damage has occurred; and to provide for penalties where violations have occurred to deter future violations and prevent unjust enrichment of those who violate these regulations. This chapter also provides for additional protection of the public and environment by providing for appropriate enforcement tools.

Redmond's primary goal is to achieve compliance with its regulations. Redmond strives to work cooperatively with affected residents, businesses and property owners to resolve potential violations in a manner that respects the rights and, where possible, the interests of all parties. Redmond also strives to be responsive to public complaints related to potential violations.

The provisions of this chapter are authorized by and designed to implement Article 11 § 11 of the Constitution of the State of Washington, RCW 35A.63.100 and RCW 35A.63.120 of the Optional Municipal Code, Chapter 36.70A RCW, the Growth Management Act, Chapter 43.21C RCW, the Washington State Environmental Policy Act, and Chapter 90.58 RCW, the Shoreline Management Act of 1971. (Ord. 1935 § 2 (part), 1997).

# 1.14.030 Applicability.

- (a) This chapter shall apply to the following ordinances, regulations of the city, and state laws or regulations and permits issued under the following ordinances, regulations, and state laws and regulations unless otherwise indicated:
  - (1) Redmond Zoning Code, Title 21, Redmond Municipal Code;
  - (2) Repealed by Ord. 2547;
  - (3) Repealed by Ord. 2547;
  - (4) Health and Sanitation, Title 6, Redmond Municipal Code (except RMC 6.26.040);
  - (5) Animal Control, Title 7, Redmond Municipal Code except those contracted to King County Animal Control;
  - (6) Abandoned Vehicles, Chapter 9.44, Redmond Municipal Code;
  - (7) Streets and Sidewalks, Title 12, Redmond Municipal Code;
  - (8) Water and Sewers, Title 13, Redmond Municipal Code;
  - (9) Buildings and Construction, Title 15, Redmond Municipal Code;

- (10) Subdivisions, Title 16, Redmond Municipal Code;
- (11) The Shoreline Management Act, Chapter 90.58 RCW, and the state regulations adopted to implement the Shoreline Management Act;
- (12) The Washington State Environmental Policy Act (SEPA), Chapter 43.21C RCW, and the state regulations adopted to implement the Washington State Environmental Policy Act.
- (b) The procedures for notification and enforcement set forth in this chapter are intended to apply in addition to any procedures or courses of action provided elsewhere in the Redmond Municipal Code, including the Redmond Zoning Code. Use of the procedures set forth herein shall not require or preclude use of any such other procedures. (Ord. 2596 § 2 (part), 2011; Ord. 2547 § 2, 2010: Ord. 1935 § 3, 1997).

## 1.14.040 Guidance for code compliance actions.

- (a) The primary goal of enforcement is to achieve compliance with the regulations listed in RMC Section <u>1.14.030(a)</u>, Applicability, to achieve the purposes of this chapter.
- (b) Where a person complies with all of the following criteria, based on the information available to staff: (i) the alleged violation is a first violation, (ii) the alleged violation is inadvertent and was done without an oral or written warning or notice from city staff, (iii) the person cooperates with staff in its investigations including answering staff requests for information fully and truthfully, (iv) the person stops the alleged violation immediately when informed of the alleged violation, (v) the person corrects the alleged violation and any resulting damage promptly and in compliance with any agreements with staff or any notices and orders, (vi) no significant damage occurs, and (vii) the violation does not cover more than a small geographic area which is no case is more than 5,000 square feet; penalties should not be imposed and no other enforcement action should occur. An exception to this subsection is where the city has established mandatory monetary penalties for specific violations, then these penalties shall be paid.
- (c) These policies shall not be enforceable by any private party nor shall any person avoid prosecution or any penalty due to noncompliance with this policy. (Ord. 1935 § 4, 1997).

## 1.14.050 Code Compliance Officer position created – Duties.

The position of Code Compliance Officer is established. The Mayor shall designate one or more Code Compliance Officers. The Code Compliance Officer(s) shall have the following duties and authority:

(a) To investigate compliance with the provisions enumerated in RMC Section  $\underline{1.14.030}$ (a), Applicability, and to take reasonable actions to bring about compliance with such provisions.

The Code Compliance Officer may investigate violations based on complaints, reports from city staff, or the officer's own reviews, inventories or investigations.

- (b) To issue and serve notices and orders imposing civil penalties and restoration requirements in appropriate cases as provided in this chapter.
- (c) To issue stop work orders in compliance with this chapter.
- (d) To refer cases to the Police Department or City Prosecuting Attorney for criminal investigations or criminal prosecution.
- (e) To request assistance from the Police Department or the City Prosecuting Attorney in investigations, obtaining and serving warrants, or obtaining and serving injunctions.
- (f) To negotiate and approve informal and formal agreements with violators to correct violations and restore damage. The Code Compliance Officer may approve modifications to informal agreements. The Mayor and the City Attorney or the City Prosecuting Attorney shall approve all formal agreements that purport to bind the city.
- (g) To serve administrative search warrants or assist in serving criminal search warrants with any necessary assistance of the Police Department.
- (h) To represent the city before the Code Compliance Hearing Examiner whether or not the Code Compliance Officer is a witness in the proceeding before the Code Compliance Hearing Examiner.
- (i) Assist in criminal investigations and prosecutions under this chapter.
- (j) Work with other agencies to enforce local provisions and state laws the city is responsible for enforcing.
- (k) Contract with other agencies for enforcement activities.
- (I) Delegate some or all of the Code Compliance Officer's duties to other city employees.
- (m) To use any administrative or judicial remedies as may be available under the Redmond Municipal Code or other applicable local or state laws or regulations.
- (n) To enter and inspect public or private buildings, structures, and property as authorized by RMC Section <u>1.14.170(2)</u>, Rights of Entry.
- (o) Such other duties and authorities as may be granted by this chapter or other provision of the Redmond Municipal Code or state law or state regulations. (Ord. 1935 § 5, 1997).

# 1.14.060 Criminal violations and penalties, civil violations and penalties, and other penalties.

- (a) Criminal Violation and Penalty.
  - (1) Any person who intentionally, knowingly, recklessly, or criminally negligently commits an act which violates (i) this chapter; (ii) any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability; (iii) any approval or approval condition granted under any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability; or (iv) any orders issued under this chapter shall be guilty of a gross misdemeanor.
  - (2) Any person who intentionally, knowingly, recklessly, or criminally negligently fails to act when required to do so by (i) this chapter; (ii) any provision listed in RMC Section 1.14.030(a), Applicability; (iii) any approval or approval condition granted under any provision listed in RMC Section 1.14.030(a), Applicability; or (iv) any orders issued under this chapter shall be guilty of a gross misdemeanor.
  - (3) Any person convicted of any of the crimes created in RMC Section <u>1.14.060(a)</u>, Criminal Violation and Penalty, shall be punished by a fine of not more than \$5,000 and/or imprisonment of not more than one year. In no case shall such a violation be punished by a fine of less than \$250.
- (b) Civil Violation and Penalty.
  - (1) Any person who commits an act which violates (i) any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability; (ii) any approval or approval condition granted under any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability; or (iii) any orders issued under this chapter shall be subject to a civil penalty not to exceed \$1,000 for each violation. The minimum civil penalty shall be \$100.
  - (2) Any person who fails to act when required to do so by (i) any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability; (ii) any approval or approval condition granted under any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability; or (iii) any orders issued under this chapter shall be subject to a civil penalty not to exceed \$1,000 for each violation. The minimum civil penalty shall be \$100.
  - (3) Notwithstanding paragraphs (1) and (2) above, civil penalties for illegal tree removal may exceed \$1,000 for each violation. Remediation, including but not limited to tree values, replacement ratios, and performance assurance costs, as outlined below, shall be added to any civil penalties assessed under paragraphs (1) and (2) above.
    - i. The Administrator shall establish a tree value for each significant and landmark tree removed or damaged in violation of this chapter. Topping of trees shall be

considered tree removal and shall be subject to remediation. Topping does not include pruning fruit trees to encourage the production of fruit. This amount shall be based upon appraised tree value per industry standard trunk formula method in the latest edition of "Guide for Plant Appraisal" published by the International Society of Arboriculture, or its successor entity, that is current at the time of the violation. The City shall take the average of three separate signed appraised values submitted by arborists on the applicant's behalf. The penalty amount shall be tripled for contractors working on behalf of a property owner and may include but not be limited to tree removal and grinding contractors and arborists.

ii. The number of replacement trees required for illegal significant tree removal is dependent upon the size of tree removed as identified in the table below. If a tree has been removed and only the stump remains, the size of the tree removed shall be the diameter of the top of the stump.

Size of Removed Tree	Number of Replacement Trees Required
Greater than 6 inches to 10 inches	6
Greater than 10 inches to 20 inches	8
Greater than 20 inches to 30 inches	10
Greater than 30 inches	12

- iii. Replacement tree sizes shall be 2-1/2" caliper for deciduous trees and six (6) feet in height for evergreen trees.
- iv. All required replacement trees and relocated trees shown on an approved permit shall be maintained in healthy condition by the property owner throughout the required bonding period of the project, unless other approved by the Administrator in a subsequent permit.
- (c) Acts and omissions that violate any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability, include, but are not limited to:
  - (1) Carrying out a prohibited use or activity or allowing a prohibited use or activity to occur on your property or property you rent, lease, control, or occupy.

- (2) Failing to obtain a required permit; carrying out a regulated use or activity without obtaining a required permit; or allowing a regulated use or activity to occur on your property or property you rent, lease, control, or occupy without obtaining a required permit.
- (3) Conducting a use, conducting an activity, occupying land, or dividing property while failing to install, maintain, repair, operate, reconstruct, or reinstall improvements required by a permit including improvements shown on an approved site plan, building plan, plat, binding site plan or other approved drawing or document and any conditions imposed as part of the approval of such documents or allowing a use, activity, occupancy, or structure to occur on your property or property you rent, lease, control, or occupy which has failed to install, maintain, repair, operate, reconstruct, or reinstall improvements required by a permit including improvements shown on an approved site plan, building plan, plat, binding site plan or other approved drawing or document and any conditions imposed as part of the approval of such documents.
- (4) Failing to comply with the terms of a permit or allowing a regulated use or activity to be carried out or to occur on your property or property you rent, lease, control, or occupy while failing to comply with the terms of a permit.
- (5) Altering land, water bodies, or improvements in violation of a permit or any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability. Moving or removing earth, minerals, land or improvements in violation of a permit or any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability. Allowing the activities listed in this subsection to occur on your property or property you rent, lease, control, or occupy without obtaining a required permit or in violation of a permit or any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability.
- (6) Erecting, constructing, enlarging, intensifying, altering, repairing, improving, converting, demolishing, equipping, using, occupying, or maintaining any building or structure in violation of a permit or any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability. Causing the same to be done in violation of a permit or any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability. Allowing the activities listed in this subsection to occur on your property or property you rent, lease, control, or occupy without obtaining a required permit or in violation of a permit or any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability.
- (7) Maintaining violations of any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability, or any permit issued under any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability, on a property.

- (8) Carrying out activities or uses; modifying land, water bodies, or vegetation, or constructing structures on a property subject to a Native Growth Protection Easement or similar easement or equitable servitude which violates or is inconsistent with the easement or servitude. Carrying out activities or uses; modifying land, water bodies, or vegetation; or constructing structures on property subject to an easement, equitable servitude, or similar legal restriction granted to or in the favor of the City of Redmond or King County which violates or are inconsistent with the easement or servitude.
- (9) Failing to comply with a stop work order or a notice and order issued under this chapter.
- (10) Performing work which violates any provision listed in RMC Section <a href="https://doi.org/1.14.030">1.14.030</a>(a), Applicability; or a permit issued under any provision listed in RMC Section <a href="https://doi.org/1.14.030">1.14.030</a>(a), Applicability, or a permit issued under any provision listed in RMC Section <a href="https://doi.org/1.14.030">1.14.030</a>(a), Applicability, or a permit issued under any provision listed in RMC Section <a href="https://doi.org/1.14.030">1.14.030</a>(a), Applicability; or a permit issued under any provision listed in RMC Section <a href="https://doi.org/1.14.030">1.14.030</a>(a), Applicability; or a permit issued under any provision listed in RMC Section <a href="https://doi.org/1.14.030">1.14.030</a>(a), Applicability, or maintaining any situation that is contrary to the requirements of or in violation of this chapter, any provision listed in RMC Section <a href="https://doi.org/1.14.030">1.14.030</a>(a), Applicability, or any permit issued under any provision listed in RMC Section <a href="https://doi.org/1.14.030">1.14.030</a>(a), Applicability, or any permit issued under any provision listed in RMC Section <a href="https://doi.org/1.14.030">1.14.030</a>(a), Applicability.
- (11) Removing, destroying, covering, or defacing notices and orders posted in compliance with this chapter or any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability.
- (d) The Code Compliance Officer may allow a person who has had civil penalties imposed under this chapter to voluntarily participate in community service projects in lieu of paying some or all of the civil penalty. Community service may include, but is not limited to, restoration or education programs. The amount of community service shall reasonably relate to the comparable value of the civil penalties imposed.
- (e) Delinquent Permit Fee. Persons applying for a permit after commencement of a use, activity, or construction may be required, in addition to paying the permit fee, to pay a delinquent permit fee. If required, the fee shall be as follows:

Number of times within	The fee due shall be	
12 months that the	the permit application	
applicant or a	fee plus a delinquent	
contractor acting for the	permit fee equal to:	

applicant has not obtained a similar permit for a similar use,	
activity or construction:	
1 time	1 times the permit fee
2 or more times	4 times the permit fee

Both the permit fee and delinquent permit fees shall be paid in full prior to resuming the use, activity or construction. In deciding whether to impose a delinquent permit fee, the person administering the permit shall consider the following factors: whether a city regulation requires the imposition of such a fee, whether the city will likely be required to conduct studies or investigations to determine if the work done without the permit meets the applicable requirements, whether the enforcement action required an investigation, or whether the applicant knew or should have known that a permit was required.

- (f) Where acts or omissions which violate this chapter or any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability, occur on a weekend or holiday and are carried out by a person employed in the construction industry, any fine or monetary penalty shall be doubled.
- (g) The imposition of any penalty or fee under this chapter or the payment of any penalty, fee, or serving any sentence under this chapter shall not excuse the violation or permit a violation to continue. (Ord. 1935 § 6 (part), 1997).

# 1.14.070 Equitable actions and injunctions.

This chapter or any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability, may also be enforced by any appropriate equitable action. The Code Compliance Officer, through the City Attorney or Prosecuting Attorney, may seek such injunctions as are necessary to prevent or stop violations of this chapter or any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability, any permit or approval issued under any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability, and to otherwise enforce the provisions of this chapter or any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability. (Ord. 1935 § 6 (part), 1997).

#### 1.14.080 Restoration and natural resources damages.

(a) In addition to any penalties, any person who violates this chapter or any provision listed in RMC Section 1.14.030(a), Applicability, and this violation results in the destruction or removal of trees or vegetation, clearing or grading, damage to natural resources, damage to real or personal property owned by the city (including public utilities), or other changes to the prior condition of land, water, or vegetation, shall restore these conditions and any damage. This restoration requirement is not a penalty, but rather it is a method of undoing

the harm done. Restoration shall include such studies as are necessary to determine the conditions prior to the change, the functions performed by the area damaged and the best methods to use in restoring a site or to prevent further harm to the public and the natural environment from occurring.

(b) Any person subject to the regulatory program of the Shoreline Management Act or the shoreline master program provisions in Title 21 of the Redmond Municipal Code (the Redmond Zoning Code) who violates any provision thereof or permit issued pursuant thereto shall be liable for all damage to public or private property arising from such violation, including the cost of restoring the affected area to its condition prior to violation. The City Attorney shall bring suit for damages under this section on behalf of the City. Private persons shall have the right to bring suit for damages under this section on their own behalf and on the behalf of all persons similarly situated. If liability has been established for the cost of restoring an area affected by a violation, the court shall make provisions to assure that restoration will be accomplished within reasonable time at the expense of the violator. In addition to such relief, including money damages, the court in its discretion may award attorney's fees and costs of the suit to the prevailing party. (Ord. 2596 § 2 (part), 2011; Ord. 1935 § 6 (part), 1997).

#### 1.14.085 Removal and disposal of illegal signs.

- (A) Any sign on public property or within a public right-of-way or easement, including utility poles within a public right-of-way or easement, that violates the RZC or RMC may be removed by the City without notice.
- (B) If the owner can be determined, the City shall store the illegal sign for 30 calendar days after the day the sign was removed and notify the advertiser that the City is storing the sign and the time and location where the sign can be retrieved. The advertiser may retrieve the sign during any work days within this 30-day period.
- (C) To reimburse the City for the costs of removing and storing the sign, an advertiser retrieving a sign shall pay the City a \$50.00 fee for each sign removed to compensate the City for its costs. This fee is a reimbursement of City costs and shall not be considered a penalty. This fee shall be in addition to any penalty levied.
- (D) If the City's determination that the sign is illegal is appealed and the decision-maker determines the sign is not illegal, the advertiser shall not have to pay the fee. If the fee has been paid, the City shall reimburse the advertiser. Any appeals of the City's determination that the sign is illegal shall not stay the requirement to comply with the RZC or RMC.
- (E) If the advertiser cannot be determined or the sign is not picked up by the advertiser within the time period set by subsection (B), the City shall dispose of the sign. The removal and disposal is an enforcement mechanism and not a penalty. The placement of illegal

signs may be subject to the penalties provided elsewhere in RMC 1.14 in addition to the removal and disposal of illegal signs.

(F) The City and its officers, employees, or contractors shall not be responsible for any lost or damaged sign on public property, public rights-of-way, or public easements, while on the property, right-of-way or easement, or in City custody. (Ord. 2657 § 3, 2012).

# 1.14.090 Application of criminal penalties, civil penalties, equitable actions, injunctions, and other remedies.

- (a) Each violation of this chapter, any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability, or a permit or approval issued under any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability, shall constitute a separate violation.
- (b) Each calendar day or portion of a calendar day that any violation continues after receiving notification by city, state, or federal agency staff that the violation exists shall be considered a separate violation for the purposes of the penalties and remedies provided in this chapter. The notification shall be in writing or electronic mail or fax. Posting a written notice on the property on which the violation is occurring shall be considered receiving the notice.
- (c) Any one, all, or any combination of the penalties and remedies provided for in this chapter may be used to enforce this chapter or any provision listed in RMC Section 1.14.030(a), Applicability. However, a criminal penalty and a civil penalty shall not be sought or obtained for any single violation or offense. Combinations of criminal and civil penalties may be sought and obtained for separate violations as defined in RMC Section 1.14.090(b), Application of Criminal Penalties, Civil Penalties, Equitable Actions, Injunctions, and Other Remedies. (Ord. 1935 § 6 (part), 1997).

# 1.14.100 Notices and orders, restoration orders, and imposition of civil penalties.

- (a) Notice and Order. If the Code Compliance Officer determines that a violation of one or more of the provisions listed in RMC Section <u>1.14.030(a)</u>, Applicability, has occurred, the Code Compliance Officer may issue a notice and order, which may also include a civil penalty as provided for in RMC Section <u>1.14.060</u>, Criminal Violations and Penalties, Civil Violations and Penalties, and other Penalties, and a restoration order as provided for in RMC Section <u>1.14.080</u>, Restoration and Natural Resources Damages, to any responsible person or persons. The notice and order shall contain the following information:
  - (1) A description of the specific nature and extent of violation and the damage or potential damage;
  - (2) The location of the violation;
  - (3) The violation date:

- (4) The name of the person who observed the violation, if any is known;
- (5) The title and section number of the law or regulation violated;
- (6) A notice that the violation cease and desist;
- (7) Any civil penalty imposed and the date by which the penalty must be paid;
- (8) Any restoration required to undo the harm created by the violations or to achieve compliance;
- (9) The date(s) upon which compliance and restoration shall occur;
- (10) The deadline for seeking remission or appealing the order to the Violations Hearings Examiner; and
- (11) That each calendar day the violation continues after receiving this notice is a separate violation.
- (b) Service of a Notice and Order. A notice and order shall be served by:
  - (1) Mailing the notice and order to the owner of the property on which the violation has occurred (i) at his or her last known address or (ii) serving the order in person to the owner of the property on which the violation has occurred.
  - (2) If a notice and order is directed to a person other than the property owner, a cease and desist order shall be served by serving the owner of the property as provided in subsection (b)(1) and by mailing the notice and order to person(s) to whom it is directed at his/her last known address or serving the order in person to the person(s) to whom the order is directed.
  - (3) If the violation is ongoing, a copy of the notice and order may be left with the occupant of the property, a person conducting activities on the property and apparently in charge of the activities on the site, or be posted in a conspicuous place on the affected property or structure, if any.
  - (4) If the violation consists of a sign which violates provisions listed in RMC Section <u>1.14.030(a)</u>, Applicability, the notice and order may be served solely by affixing the notice to the sign and serving a copy of the notice and order on the premises of the person advertised by the sign.
- (c) Mailed Service. All mailed orders shall be mailed first class certified mail, return receipt requested.

- (d) Proof of Service. Proof of service shall be made by a written declaration under penalty of perjury by the person serving or mailing the order, declaring the date and time of service and the manner by which service was made. The declaration shall be filed with the Code Compliance Hearing Examiner whenever a hearing is requested as provided in this chapter, and it shall be made part of the record of the matter.
- (e) Extensions of Compliance or Restoration Time Periods. Upon written request prior to completion of the time period, the Code Compliance Officer may extend the date for compliance or for restoration for good cause. Good cause may include substantial completion of the necessary correction(s) or unforeseeable circumstances, which, in the judgment of the Code Compliance Officer, render the completion impossible by the date established.
- (f) Effective Date. The notice and order issued under this section shall become effective immediately upon receipt by the person to whom the order is directed, receipt at the person's home or office, or upon posting it upon the property on which the violation occurred or an adjoining public right-of-way.
- (g) Compliance. Failure to comply with the terms of a notice and order is a violation of this chapter and can result in enforcement actions including, but not limited to, the issuance of an additional civil penalty.
- (h) The notice and order or any restoration order together with any other documentary evidence in the case may, at the option of the Code Compliance Officer, substitute for a staff report in appeals before the Violations Hearings Examiner.
- (i) Preprinted forms or other types of forms may be used for notice and orders where they include the information required by this section. Such forms may be filled in by legible handwriting or by any other legible written means.
- (j) The Code Compliance Officer may impose a civil penalty or require restoration in orders issued separately from any notice and order. The form of these orders shall comply with this section. (Ord. 1935 § 7, 1997).

# 1.14.110 Code Compliance Hearing Examiner position created – Qualifications.

The position of Code Compliance Hearing Examiner is established. The Code Compliance Hearing Examiner shall be appointed by the Mayor. The examiner must be qualified to practice law in the state of Washington or experienced in planning and planning administration. The Code Compliance Hearing Examiner shall preside over all hearings provided for in Section 1.14.120, Requests for Remission and Appeals. (Ord. 1935 § 8, 1997).

### 1.14.120 Requests for remission and appeals.

- (a) Remission of Civil Penalties. Within 21 calendar days of the effective date of a notice and order or other order which includes a civil penalty, the person incurring the penalty may appeal in writing to the Code Compliance Hearing Examiner for remission or mitigation of such civil penalty.
- (b) Appeal of Notice and Order or Restoration Order. Within 21 calendar days of the effective date of a notice and order or restoration order, the owner of the property for which the order was issued or any other person who is subject to the order may appeal the order in writing to the Code Compliance Hearing Examiner.
- (c) Within ten days of receipt of the written request or appeal, the Code Compliance Hearing Examiner shall notify the Code Compliance Officer, the owner of the property for which the order was issued, and any other person who appealed the order of the date, time and place of hearing. The notification of hearing shall be sent to the owner of the property for which the order was issued and the person appealing the order, if different than the property owner, by certified mail with return receipt requested. The notices shall be mailed at least ten days before the hearing date. A written declaration of mailing shall be made a part of the record declaring the date and time of mailing. The hearing shall be held within 30 days of receipt of the written request for a hearing unless all parties agree to another date.
- (d) In accordance with RCW 90.58.050 and RCW 90.58.210(4), any penalty jointly imposed by the Code Compliance Officer and the Department of Ecology shall be appealed to the Shorelines Hearings Board. When a penalty is imposed jointly by the Code Compliance Officer and the Department of Ecology, it may be remitted or mitigated only upon such terms as both the Code Compliance Officer and the Department of Ecology agree.
- (e) Any requests for remission or appeals do not toll the requirement to comply with the ordinances, regulations, and state laws listed in RMC Section <u>1.14.030</u>, Applicability. Any violations which continue during the pendency of any requests for remission or appeals shall be separate violations as provided in RMC Section <u>1.14.090</u>, Application of Criminal Penalties, Civil Penalties, Equitable Actions, Injunctions, and Other Remedies. However, civil penalties need not be paid until after the Code Compliance Hearing Examiner decides the request for remission or appeal.
- (f) The Code Compliance Hearing Examiner's decision to uphold a civil penalty may be appealed by the party on which the penalty is imposed as provided in RCW 36.70C.040 or its successor.
- (g) Any party, including the city, may appeal the Code Compliance Hearing Examiner's decision on an appeal of a notice and order or a restoration order as provided in RCW 36.70C.040 or its successor. (Ord. 1935 § 9, 1997).
- 1.14.130 Authority of Code Compliance Hearing Examiner.

- (a) The Code Compliance Hearing Examiner shall have the authority to:
  - (1) Administer oaths and affirmations, examine witnesses and receive evidence;
  - (2) Issue subpoenas upon the request of any party. When so required, the applicant for the subpoena shall show to the satisfaction of the examiner the general relevance and reasonable scope of the evidence sought;
  - (3) Rule on objections and offers of proof;
  - (4) Regulate the course of the hearing, including imposition of penalties for disruption of the orderly process, or refusal to comply with lawful orders of the Code Compliance Hearing Examiner; penalties may include an award of costs and/or attorney's fees to a party injured or prejudiced by the noncompliance or a fine not to exceed five hundred dollars; proceeds of fines shall be used to defray the costs to the city of hearings conducted under this chapter;
- (5) Hold conferences for the purpose of promoting settlement or simplifications of issues by consent of the parties;
- (6) Make decisions which can be incorporated into findings of fact, conclusions of law and order of the Code Compliance Hearing Examiner and enter orders of default and consent orders:
- (7) Establish rules and procedures to conduct hearings consistent herewith;
- (8) Decide appeals of notice and orders and restoration orders and issue orders to enforce such decisions;
- (9) Decide requests to remit civil penalties imposed by the Code Compliance Officer; and
- (10) Consolidate hearings of appeals or requests to remit civil penalties when they cover the same occurrence or property.
- (b) The Code Compliance Hearing Examiner shall uphold a notice and order if the city shows by the preponderance of the evidence that (i) the alleged violation occurred and (ii) the appellant is liable either under this chapter or the provision which was violated.
- (c) Appeals of Restoration Orders.
  - (1) The Code Compliance Hearing Examiner shall uphold a restoration order if the city shows by the preponderance of the evidence that (i) the alleged violation occurred, (ii) the appellant liable either under this chapter or the regulation which was violated, (iii)

the alleged damage occurred, and (iv) the cost of restoration is proportional to the damage that occurred.

- (2) The appellant may assert as an affirmative defense that another type or level of restoration would be proportional to the damage that occurred and the results of the restoration would be generally equivalent to the restoration ordered by the Code Compliance Officer. If the appellant shows by preponderance of evidence that this is the case, the Code Compliance Hearing Examiner may modify the restoration order as the examiner determines is appropriate.
- (d) Remission or Mitigation of Civil Penalties.
  - (1) The Code Compliance Hearing Examiner shall uphold and not remit a civil penalty if the city shows by the preponderance of the evidence that the appellant is liable either under this chapter or the provision which was violated.
  - (2) The appellant may assert as an affirmative defense that extraordinary circumstances, such as the presence of information or factors not considered in setting the original penalty, justify the remission or mitigation. If the appellant shows by preponderance of evidence that this is the case, the Code Compliance Hearing Examiner may remit a civil penalty. In no case shall the Code Compliance Hearing Examiner have the authority to remit or mitigate a civil penalty below the minimum penalty set in RMC Section 1.14.060(b), Criminal Violations and Penalties, Civil Violations and Penalties, and other Penalties. (Ord. 1935 § 10, 1997).

### 1.14.140 Stop work orders.

- (a) Whenever any work or development is being done or use is being conducted contrary to the provisions of the regulations, ordinances, or state laws listed in RMC Section 1.14.030, Applicability, the Code Compliance Officer, or any person designated by the Code Compliance Officer to issue stop work orders, may issue a stop work order requiring that all or part of the work on the project be stopped or that the use be discontinued. All persons shall cease the work or use that is the subject of the stop work order until authorized by the person who issued the order or the Code Compliance Officer to proceed with the work or use. The determination of the scope of the work covered by the stop work order shall be discretionary with the Code Compliance Officer, or any person designated by the Code Compliance Officer to issue stop work orders, based upon the seriousness of the violation, its relationship to the remainder of the project, and the degree to which the responsible party has demonstrated the ability and willingness to remedy any prior violations or comply with the applicable governmental procedures and regulations.
- (b) The stop work order shall be in writing unless the Code Compliance Officer, or other designated person, determines that an emergency requires that the order be given orally.

When given orally, the stop work order shall be re-issued in writing by 5:00 p.m. of the next day that general city offices are open. Service of the stop work order may be in person, by conspicuously posting the stop work order on the property or a public right-of-way adjacent to the property, by giving a copy of the stop work order to the person on the property who is who appears to be in charge or by certified mail return receipt requested. The Code Compliance Officer, or other designated person who issued the stop work order, may modify or supplement the stop work order.

(c) A stop work order is an enforcement mechanism and is not a penalty. Issuance of a stop work order shall not bar the imposition of a civil or criminal penalty under this chapter or the use of any other provision of this chapter. (Ord. 1935 § 11, 1997).

### 1.14.150 Violation of stop work orders – Penalties.

Notwithstanding any other provision of this chapter, it is unlawful for any person, with actual or constructive knowledge of the issuance of a stop work order pursuant to RMC Section 1.14.140, Stop Work Orders, to construct or do the work prohibited by the order, or to permit or allow the same to be done, or to remove or deface said order, until the Code Compliance Officer, Code Administrator, Public Works Director or their designees have removed or lifted the order and issued a written authorization for the activity or work to be continued. The Code Compliance Officer, Code Administrator, Public Works Director or their designees may immediately seek issuance of a criminal citation through the Redmond Police Department where there is a violation of a stop work order. Any violator of a stop work order may be subject to arrest if the violation is committed in the presence of an officer per RCW 10.31.100. Violation of a stop work order shall be a gross misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than \$5,000 and/or imprisonment for not more than one year. Each day or part thereof during which any violation is committed or permitted shall constitute a separate offense. (Ord. 1935 § 12, 1997).

# 1.14.160 Compliance enforced by lawsuit, correction, or recording of a notice of violation.

In addition to imposing additional civil or criminal penalties, when a violation has not been abated within 30 days after conviction of the violator or 30 days after the deadline set in a notice and order or any order upholding such an order any or all of the following remedies may be pursued:

- (a) An equitable action to enjoin and abate the violation either as a public nuisance or as a continuing violation of this chapter.
- (b) The Code Compliance Officer or department director may cause the violation to be brought into compliance. The property owner shall pay the costs of bringing the property into compliance within 60 days of the date the work necessary to bring the violation into compliance is completed. If not paid within 60 days, the costs incurred shall be recorded as

a lien against the property or otherwise collected as provided in Section <u>1.14.230</u>, Collection of Costs and Penalties. The city and its contractors shall have a right of entry to perform this work under the circumstances set out in this section. This right of entry may be enforced by order of a court of competent jurisdiction. If a lien is imposed and satisfied and any costs incurred by the city paid, any excess proceeds shall be paid to the owner.

- (c) The Code Compliance Officer may record a notice of violation in the real property records of King County. The notice shall describe the violation and its duration at the date of filing, the law or regulation violated, a brief description of the corrections needed to comply with the law or regulation, a legal description of the property on which the violation occurred, the owner of the property on which the violation occurred, if known, or a statement that the owner is not known, and the city official with the authority to file a notice stating that the violation had been corrected.
  - (1) If the violation is corrected, the property owner shall request that the Code Compliance Officer record a notice that the violation has been corrected.
  - (2) Within 15 days of receiving such a request, the Code Compliance Officer shall determine if the violation has been corrected. If the violation has been corrected, the Code Compliance Officer shall record a notice in the King County real property records stating that the violation has been corrected and refer to the volume and page in which the notice of violation is recorded. If the violation has not been corrected, the Code Compliance Officer shall notify the property owner of the actions necessary to correct the violation within 30 days of the property owner's request.
- (d) The Code Compliance Officer may request that the Finance Director, his or her designees, or his or her successor, suspend or revoke a City of Redmond business license held by a violator where the business was involved in the violation or the violation occurred on the premises or property of the business. (Ord. 1935 § 13, 1997).

## 1.14.170 Rights of entry.

- (1) For Permitting or the Inspection of Work Conducted Under Permit. Whenever any person applies for a permit or approval under any of the provisions listed in RMC Section 1.14.030(a), Applicability, or constructs structures or develops land under any of the provisions listed in RMC Section 1.14.030(a), Applicability, the City of Redmond staff shall have a limited right of entry during the City of Redmond's normal business hours or the times the business is in operation to conduct studies necessary to determine whether to approve the proposal or to inspect work being conducted under the permit or approval.
- (2) To Investigate Violations and Corrections. The Code Compliance Officer is authorized to enter upon property or premises to determine whether the provisions listed in RMC Section <u>1.14.030(a)</u>, Applicability, are being obeyed, and to make any examinations,

surveys, and studies as may be necessary in the performance of his or her duties. These may include the taking of photographs, digital images, videotapes, video images, audio recordings, samples, or other physical evidence. As part of the inspections, the Code Compliance Officer or persons assisting him or her may use instruments and devices which have the purpose of determining if the provisions listed in RMC Section 1.14.030(a), Applicability, have been violated. Persons assisting the Code Compliance Officer in conducting examinations, surveys, and studies may accompany the Code Compliance Officer. All inspections, entries, examinations, studies, and surveys shall be done in a reasonable manner. If the property is occupied, the Code Compliance Officer shall ask permission of the occupants before entering the property. If an owner, occupant, or agent refuses permission to enter or inspect, the Code Compliance Officer may seek an administrative or criminal search warrant. (Ord. 1935 § 14, 1997).

#### 1.14.180 Performance assurance devices authorized.

- (a) As part of a notice and order, restoration order, negotiated agreement or other agreement to correct a violation of a provision listed in RMC Section <u>1.14.030(a)</u>, Applicability, the Code Compliance Officer may require a performance assurance device to guarantee that the correction or restoration is completed or to assure maintenance of the correction or restoration work after completion.
- (b) The person required to correct the violation or conduct the restoration shall engage independent consultants to determine the cost of the work or the likely cost of maintaining the work after completion. The Code Compliance Officer shall review, and if acceptable, approve the cost estimates.
- (c) The performance assurance device shall be for 150 percent of the cost of the work it is to guarantee. It shall be valid for at least one year beyond the time period it is to cover. The form of the performance assurance device shall be acceptable to the City Attorney or City Prosecuting Attorney. The city shall hold the performance assurance device. The performance assurance device shall comply with all applicable requirements for performance assurance devices in the Redmond Zoning Code.
- (d) The Code Compliance Officer shall release the performance assurance device after the work it is to guarantee is completed or the work continues to function properly after the end of maintenance period.
- (e) If the work is not completed during the set time period or if maintenance of the completed work is required, the Code Compliance Officer shall negotiate the performance assurance device and use the proceeds to complete the work or maintenance. If the cost of the work exceeds the available funds, the persons who committed the violation shall be responsible for the additional cost. If the work costs less than the available funds, the remaining balance shall be refunded to the persons who provided the performance

assurance device after the work is completed or the end of the maintenance period. (Ord. 2596 § 2 (part), 2011; Ord. 1935 § 15, 1997).

#### 1.14.190 Administrative search warrants authorized.

- (a) The City Attorney or City Prosecuting Attorney may request that a District Court or Superior Court of competent jurisdiction issue an administrative search warrant. The request shall be supported by an affidavit of a designated officer or employee having knowledge of the facts sworn to before the judge and establishing the grounds for issuing the warrant.
- (b) If the judge finds that the affidavit given upon proper oath or affirmation shows probable cause, the judge may issue administrative warrants for the purpose of conducting administrative inspections or gathering of evidence. The warrant may be issued where the affidavit shows probable cause (i) that properties or buildings in the area to be searched may violate one or more of the provisions listed in RMC Section 1.14.030(a), Applicability; (ii) that it is necessary to enforce a right of entry to conduct studies or inspect work to ensure compliance with state law, the Redmond Zoning Code, or this chapter and that the right of entry is granted by state law, the Redmond Zoning Code, or this chapter; (iii) it is necessary to allow the inspection of buildings after a natural or human caused mishap or disaster to determine if buildings are safe to occupy; or (iv) a civil or criminal violation has taken place on the property for which the warrant is sought and the city will enter the property and correct the violation.

#### (c) The warrant shall:

- (1) State the grounds for its issuance and the name of each person whose affidavit has been taken in support of the warrant.
- (2) Be directed to the Code Compliance Officer or a person authorized by the Code Compliance Officer to execute it.
- (3) Command the person to whom it is directed to inspect the area, premises, or building identified for the purpose specified and the evidence that may be gathered.
- (4) Direct that it be served during normal business hours and designate the judge to whom it shall be returned.

Four copies of the proposed warrant shall be presented. If issued, one copy shall be left with the court, one copy left on the premises searched, one copy returned with any receipt(s), and one copy retained by the Code Compliance Officer. The judge issuing the warrant shall sign all copies.

- (d) A warrant issued under this section shall be executed and returned within ten days of its date unless, upon a showing of a need for additional time, the court orders otherwise. If evidence is seized pursuant to a warrant, a copy shall be given to the person from whom or from whose premises the evidence is taken, together with a receipt for the evidence taken. The return of the warrant shall be made promptly, accompanied by a written inventory of any evidence taken. The inventory shall be made on the premises the property was taken, if people are present, or in the presence of at least one credible person other than the person executing the warrant. A copy of the inventory shall be delivered to the person from whom or from whose premises the property was taken and to the applicant for the warrant.
- (e) The judge who has issued a warrant shall attach thereto a copy of the return and all papers returnable in connection therewith and file them with the clerk of the court in which the inspection was made. (Ord. 2596 § 2 (part), 2011; Ord. 1935 § 16, 1997).

### 1.14.200 Recovery of enforcement and other costs.

- (a) In addition to the other remedies available under this chapter, the Code Compliance Officer may charge the owner of the property on which a violation of any provision listed in RMC Section 1.14.030(a), Applicability, or any permit issued under any provision listed in RMC Section 1.14.030(a), Applicability, occurred or any person who violated any provision listed in RMC Section 1.14.030(a), Applicability, or a permit issued under RMC Section 1.14.030(a), Applicability, with the costs of enforcement, restoration, abatement, and bringing the violation into compliance. Such costs are due and payable thirty days from the date the invoice is mailed.
- (b) The costs of enforcement, restoration, abatement, and bringing the violation into compliance shall include, but are not limited to:
  - (1) Personnel costs, both direct and indirect, including attorney's fees and costs incurred to document the violation.
  - (2) Removal, excavation, loading, hauling, storage, and disposal expenses incurred by the city or the city's contractors.
  - (3) The cost of any studies needed to determine how to restore the property or to correct any violations incurred by the city or the city's contractors.
  - (4) The costs of stabilizing the site to prevent further damage or pollution incurred by the city or the city's contractors.
  - (5) Construction, excavation, regrading, seeding, or planting expenses incurred by the city or the city's contractors.

- (6) The costs of maintaining any restoration or repair work incurred by the city or the city's contractors.
- (7) Actual expenses and cost of the city in preparing notices, specifications, and contracts and in accomplishing or contracting and inspecting the work, and the costs of any required printing and mailing.
- (c) Where the Code Compliance Officer assesses costs under RMC Section <u>1.14.200</u>, Recovery of Enforcement and Other Costs, those costs create a joint and several personal obligation in any person violating any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability, or any permit issued under any provision listed in RMC Section <u>1.14.030(a)</u>, Applicability. The city may collect these costs by turning the debt over to a collection agency, filing a civil lawsuit, filing a lien or other legal means. (Ord. 1935 § 17, 1997).

#### 1.14.210 Liens.

- (a) Within sixty days from the date that any monetary penalty, abatement cost, enforcement cost, cost of restoration, or cost of bringing the structure or property into compliance, or other cost authorized by this chapter is due, the Code Compliance Officer, City Attorney, or City Prosecuting Attorney or their designees may file a lien against the property of a violator or the property on which the violation has occurred for the amount due. This lien shall be filed with the King County Office of Records and Elections, or its successor.
- (b) The lien shall contain the following information:
  - (1) The regulation or law violated.
  - (2) A brief description of the violation and its duration at the date of filing.
  - (3) A brief description of abatement or correction work done, if any, and who performed the work.
  - (4) The owner of the property, if known, or a statement that the owner is not known.
  - (5) A legal description of the property.
  - (6) The amount of the penalties, fines, or costs that are owed.
  - (7) A sworn statement signed by the Code Compliance Officer or his or her designee that the Code Compliance Officer or his or her designee believes that the claim is just.
- (c) The Code Compliance Officer, City Attorney, or City Prosecuting Attorney or their designees may file supplemental liens against the property of a violator or the property on which the violation has occurred with the King County Office of Records and Elections, or its

successor, to update information regarding penalties, fines, costs or fees contained in any existing lien.

- (d) The lien shall be valid until the amount of money specified in the lien is paid in full.
- (e) The City Attorney or Prosecuting Attorney or their designees may undertake actions to enforce the lien.
- (f) After a lien is paid or satisfied, the Code Compliance Officer, City Attorney, or City Prosecuting Attorney or their designees shall file a legal notice with the King County Office of Records and Elections, or its successor, stating that the lien has been paid or satisfied. The notice shall include a reference to the original lien and any supplemental liens and include reference to where in the records they are recorded, a legal description of the property, and the person filing the notice. (Ord. 1935 § 18, 1997).

#### 1.14.220 Chief's enforcement of fire code.

To enforce the Uniform Fire Code, or any other fire code, adopted by the City of Redmond, the City of Redmond Fire Chief and his or her designees shall have all of the authority and powers of the Code Compliance Office as provided in this chapter. In exercising this authority and power, City of Redmond Fire Chief and his or her designees shall comply with all of the applicable provisions of this chapter and shall be subject to any appeals provided under this chapter. (Ord. 1935 § 19, 1997).

#### 1.14.230 Collection of costs and penalties.

Any civil penalty, criminal penalty, fee, or cost authorized by this chapter and imposed, assessed, or billed under this chapter may be collected by any means authorized by this chapter or otherwise authorized by law. Under this chapter, the city is authorized to collect these penalties, fees, or costs by billing the responsible party, requesting payment by other legal means, turning the debt over to a collection agency, filing a civil lawsuit, or filing a lien as provided in 1.14.210, Liens. (Ord. 1935 § 19, 1997).

# PLANNING DEPARTMENT FEES City of Redmond

# **Administrative Policy**

#### Miscellaneous Fee:

Tree Replacement Base Fee

Each Significant replacement tree \$500 Each Landmark replacement tree \$2,000

Note: These fees shall not be automatically reduced as part of any fee schedule adjustments.

(Not subject to 3% Technology Surcharge.)

Administrative Note: Found on Finance Department's SharePoint site.

https://redmondgov.sharepoint.com/sites/Finance/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2FFinance%2FShared%20Documents%2FPlanning%20%2D%202022%20User%20Fee%20Schedule%20with%20rounding%20%2D%20Final%2Epdf&parent=%2Fsites%2FFinance%2FShared%20Documents



# City of Redmond

15670 NE 85th Street Redmond, WA

# Memorandum

Date: 6/28/2022  Meeting of: Committee of the Whole - Parks and Environmental Sustainability		Sustainability	File No. CM 22-439 Type: Committee Memo	
TO: Committee of the Whole - P FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTA	arks and Environmental Sustaina	ability		
Parks	Loreen Hamilton	425	-556-2336	
DEPARTMENT STAFF:		•		_
Parks	Chris Weber	Cultural Arts A	dministrator	
Parks	Zach Houvener	Recreation Bus	siness Manager	
Approval of an Artistic A	Agreement with Joe Thurs	ston for the Red	dmond Senior &	& Community
OVERVIEW STATEMENT:				
Approval of an Artistic Agreen Redmond Senior and Communi Community Center project via	nent with Joe Thurston in the ty Center. This artist was select a public call and competitive se was approved by the Arts & Cult	ted as the Integrate election process in I	ed Artist for the Re	edmond Senior &
☑ Additional Background	nformation/Description of Prop	osal Attached		
REQUESTED ACTION:				
☐ Receive Information	☑ Provide Direction	☐ Approv	e	
REQUEST RATIONALE:				
<ul> <li>Relevant Plans/Policies</li> <li>2017 Public Art Plan; Pa</li> </ul>	: rks, Arts, Recreation, Culture & C	Conservation (PARCO	C) Plan	
• Required:				
• Council Request:	ired to award an artistic services	agreement that exc	ceeds \$75,000.	
N/A				
Other Key Facts:     Staff will be seeking appropriate to the seeking	proval for this item to be added	to the Consent Age	nda at the July 5. 2	2022. City Council

Regular Business Meeting.

Date: 6/28/2022  Meeting of: Committee of the Whole - Parks a	and Environme	ental Sustainabili	File No. CM 22-439 ty Type: Committee Memo
OUTCOMES: Art has played a vital role in enhancing the Integrated artist, Joe Thurston, who has help plan, has developed an art element for the Cowhen the building is opened in late 2023.	ed identify wh	nere arts' integra	ation would be most impactful in the maste
COMMUNITY/STAKEHOLDER OUTREACH ANI	D INVOLVEME	NT:	
<ul> <li>Timeline (previous or planned):         N/A</li> <li>Outreach Methods and Results:         N/A</li> <li>Feedback Summary:         N/A</li> </ul>			
BUDGET IMPACT:			
<b>Total Cost:</b> \$120,000			
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A
Budget Offer Number: 000249 - Arts & Community Events			
Budget Priority: Vibrant & Connected			
Other budget impacts or additional costs:  If yes, explain:  N/A	□ Yes	□ No	⊠ N/A
Funding source(s): 1% for Public Art			
<b>Budget/Funding Constraints:</b> N/A			

# **COUNCIL REVIEW:**

 $\hfill \square$  Additional budget details attached

Date: 6/28/2022 File No. CM 22-439

Meeting of: Committee of the Whole - Parks and Environmental Sustainability Type: Committee Memo

### Previous Contact(s)

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

### **Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
7/5/2022	Business Meeting	Approve

#### **Time Constraints:**

N/A

### **ANTICIPATED RESULT IF NOT APPROVED:**

Not approving agreement will result in delaying project design and impacting the completion of the artwork prior to the opening of the Redmond Senior and Community Center.

#### **ATTACHMENTS**:

Attachment A: Artistic Agreement Attachment B: Artist Proposal

PROJECT TITLE	EXHIBITS (List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)
CONTRACTOR	CITY OF REDMOND PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond
CONTRACTOR'S CONTACT INFORMATION (Name, address, phone #)	BUDGET OR FUNDING SOURCE
CONTRACT COMPLETION DATE	MAXIMUM AMOUNT PAYABLE

Page 2 – Non Public Work Artistic Services Agreement City of Redmond, standard form

THIS AGREEMENT is entered into on \_\_\_\_\_\_\_\_, 20\_\_ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, hereinafter called "the ARTIST".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of the ARTIST to provide the necessary services for the project; and

WHEREAS, the ARTIST has represented to the CITY that the ARTIST has the education, training, and expertise to provide the necessary services for the project and has signified a willingness to furnish artistic services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Contractor - Scope of Work. The CITY hereby retains the ARTIST to provide artistic services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. Except as provided in Paragraph 2(a), the ARTIST shall furnish all services, labor and related equipment necessary to conduct and complete the work.

### 2. Conditions/Arrangements.

- A. Each separate program set forth within the Scope of Work constitutes a separate contractual obligation, and all provisions of this Agreement apply to each separate program as though separately contracted for.
- B. The ARTIST has read and understands the Goals and Objectives, Program Policies, and Contract Administration Procedure attached hereto as Exhibit B and incorporated by this reference as if set forth in full. Those recitals are a material part of this Agreement, and the ARTIST agrees to conduct programs and/or performances set forth in the Scope of Work in a manner consistent with those recitals.

- 3. <u>Completion of Work.</u> The ARTIST shall complete all work required by this Agreement according to the schedule incorporated into the Scope of Work. A failure to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the ARTIST, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the ARTIST, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the ARTIST. All such extensions shall be in writing and shall be executed by both parties.
- 4. Payment. The ARTIST shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. The CITY reserves the right to make pro-rata deductions from the amount to be paid to the ARTIST for services not provided as required by the Scope of Work. Payment shall be made by the CITY upon completion of the project and the furnishing of all services described in the Scope of Work. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached.

Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the ARTIST agrees to perform all services contemplated by this Agreement for no more than said maximum amount.

- 5. <u>Independent Contractor.</u> The ARTIST is an independent contractor for the performance of services under this Agreement. The CITY shall not be liable for, nor obligated to pay to the ARTIST, or any employee of the ARTIST, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the ARTIST which may arise as an incident of the ARTIST performing services for the CITY.
- 6. <u>Insurance</u>. The ARTIST shall not be an insured party under any applicable liability insurance coverage obtained by the CITY. The CITY recommends that the ARTIST obtain adequate insurance to cover the ARTIST's activities performed under this Agreement. The CITY reserves the right to require the ARTIST to obtain liability insurance of an amount reasonably established by the CITY and to furnish a certificate naming the CITY as

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#### an additional insured.

- 7. <u>Indemnity</u>. The ARTIST agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the ARTIST, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the ARTIST, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement, provided, however, that:
- A. The ARTIST's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and
- B. The ARTIST's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the ARTIST and the CITY, or of the ARTIST and a third party other than an officer, agent, subconsultant or employee of the ARTIST, shall apply only to the extent of the negligence or willful misconduct of the ARTIST.
- 8. <u>ARTIST'S Personnel Background</u>. The ARTIST understands that the work to be performed under this Agreement may involve ARTIST'S personnel having unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults, as those terms as defined in RCW 43.43.830. The ARTIST certifies that none of its personnel who will or may be given such access shall have:
- A. been convicted of any offense against children or other persons, as defined in RCW 43.43.830; or
- B. been convicted of any crimes related to financial exploitation, where the victim was a vulnerable adult, as defined in RCW 43.43.830; or
- C. been adjudicated in any civil action to have committed child abuse, as defined in RCW 43.43.830; or
- D. had a disciplinary board final decision rendered against them or has been convicted of criminal charges associated with a disciplinary board final decision, as defined in RCW 43.43.830.
- 9. <u>Records</u>. The ARTIST shall keep all records related to this Agreement for a period of three years following completion of the work for which the ARTIST is retained. The ARTIST shall permit any authorized representative of the CITY, and any person

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authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the ARTIST. Upon request, the ARTIST will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the ARTIST, but the ARTIST may charge the CITY for copies requested for any other purpose.

- 10. <u>Notices</u>. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.
- 11. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the ARTIST, for providing any necessary information for and direction of the ARTIST's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The ARTIST shall report to and take any necessary direction from the Project Administrator.
- 12. <u>Disputes</u>. Any dispute concerning questions of fact in connection with the work not disposed of by Agreement between the ARTIST and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this Agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.
- 13. Termination. The CITY reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the ARTIST. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the ARTIST, a final payment shall be made to the ARTIST for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the ARTIST of the notice to terminate. In the event that services of the ARTIST are terminated by the CITY for fault on part of the ARTIST, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the ARTIST in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, the cost of the CITY of employing another person or firm to complete the work required, and the time which may be required to do so.

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- 14. <u>Non-Discrimination</u>. The ARTIST agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The ARTIST understands that if it violates this provision, this Agreement may be terminated by the CITY and that the ARTIST may be barred from performing any services for the CITY now or in the future.
- 15. <u>Compliance and Governing Law.</u> The ARTIST shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 16. <u>Subcontracting or Assignment.</u> The ARTIST will provide a list of subcontractors for any portion of the services to be provided under this Agreement and wait for the written consent of the CITY.
- 17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the ARTIST for any breach of the Agreement by the ARTIST, or for failure of the ARTIST to perform work required of it under the Agreement by the CITY. Waiver of any right or entitlement under this Agreement by the CITY shall not constitute waiver of any other right or entitlement.
- 18. <u>Litigation</u>. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The ARTIST hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.
- 19. <u>Taxes.</u> The ARTIST will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the ARTIST.

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- 20. <u>City Business License</u>. The ARTIST has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this Agreement. The ARTIST will maintain the business license in good standing throughout the term of this Agreement.
- 21. Entire Agreement. This Agreement represents the entire integrated Agreement between the CITY and the ARTIST, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. The standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY's terms and conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ARIISI:	CITY OF REDMOND:
By:	By:
	Date: Approved by Department Manager:
	Approved by Risk Manager:

11/12/19 RJM171565.1AGR/0020.030.014

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# EXHIBIT A SCOPE OF WORK DESIGN AND CONSTRUCTION DOCUMENT PHASE

The ARTIST will work with the Redmond Senior & Community Center Design Team hereinafter called the "DESIGN TEAM" which includes but is not limited to the Cultural Arts Team, community representatives, Parks and Recreation Staff, the Architect Team, during the design phase of the Connector Wall at the Redmond Senior & Community Center, under the general direction of the PROJECT ADMINISTRATOR. The design phase is to be completed: Q4 2022

## A. <u>DESIGN AND PLANNING SERVICES</u>

The ARTIST shall participate in the conceptual and final design of the ARTWORK for the CONNECTOR WALL at the Redmond Senior & Community Center hereinafter called the "PROJECT", throughout the design, fabrication, and installation phases of the PROJECT. This includes meeting with the DESIGN TEAM.

#### **B. DESIGN REVISION PROPOSAL**

The ARTIST shall submit a refined version of the concept design proposal for the PROJECT to the PROJECT ADMINISTRATOR and DESIGN TEAM. The refined concept design proposal shall be a deliverable in the form of an illustrated report with supporting text that includes written description, artwork, incorporates DESIGN TEAM feedback, details of design elements, material samples and any other relevant information to the PROJECT.

#### C. FINAL DESIGN PROPOSAL

The ARTIST shall submit a final design proposal for the PROJECT to the PROJECT ADMINSTRATOR and DESIGN TEAM. The final design proposal shall include all elements outlined in Section G1.

#### D. CONSULTATION

E. The ARTIST will consult as necessary with the PROJECT ADMINISTRATOR and the DESIGN TEAM to complete the Scope of Work specified in this Agreement. The PROJECT must conform to safety and material standards per the requirements of the DESIGN TEAM and should demonstrate a budget that maximizes funding. The ARTIST may be required to hire consultants to ensure that these standards are met. The ARTIST may also be responsible for hiring and paying fees associated with consultants for any extraordinary engineer, lighting or technical requirements resulting from the proposed PROJECT design. If the proposed PROJECT does not conform to safety, material and code standards, the ARTIST may be required to make the necessary changes at the ARTIST's own expense. **COMMUNITY INVOLVEMENT** 

The ARTIST may be asked to attend meetings with community representatives/user groups designated by the DESIGN TEAM during the formulation of the design proposal.

#### F. PRESENTATIONS

The ARTIST will be required, as necessary, to present the revised concept design proposal for the artwork to the Redmond Arts and Culture Commission hereinafter referred to as RACC, the Redmond Design Review Board, other public meetings and to department directors.

### G. APPROVAL OF REVISED CONCEPT AND FINAL PROPOSAL DESIGN

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### 1. Design Revision Proposal

Upon completion of design revision, the ARTIST shall submit a concept proposal to the PROJECT ADMINISTRATOR and DESIGN TEAM. The PROJECT ADMINISTRATOR will then present the proposal to the RACC and make a recommendation to accept, accept with conditions, or reject the concept proposal.

The Design Revision Proposal shall include:

- A written description and summary of the revised concept proposal for the PROJECT
- Site plan showing rendering of PROJECT in location
- Material/color samples (if applicable)A detailed budget, not to exceed \$120,000 for the proposed PROJECT. The amount is all inclusive and shall include line items for materials, labor, consultants' costs (if applicable), travel/sales/use tax, contingency, and liability insurance.
- A schedule for development, fabrication, completion, and installation of the proposed artwork
- Maintenance schedule including a budget for ongoing maintenance and anticipated repairs for at least 15 years after installation
- Outline of the ARTIST's plan for community engagement and/or participation

One copy of the concept proposal must be submitted to the PROJECT ADMINISTRATOR a minimum of two weeks (or another mutually agreed upon date) prior to the review by the RACC.

# 2. Final Design Proposal

Upon approval of design, the ARTIST shall submit the final design proposal to the PROJECT ADMINISTRATOR for DESIGN TEAM and RACC review. Following reviews, the PROJECTADMINISTRATOR will notify the artist of acceptance or rejection of the Final Design Proposal.

The final design proposal submission shall include:

- A written description and summary of the final design proposal for the PROJECT
- A report of work performed to date, including meetings attended, preliminary concepts, etc.
- A detailed budget, not to exceed \$120,000 for the proposed PROJECT. The amount is all inclusive and shall include line items for materials, labor, consultants' costs (if applicable), travel/sales/use tax, contingency, and liability insurance.
- A schedule for development, fabrication, completion, and installation of the PROJECT
- Maintenance requirements and schedule including a budget for ongoing maintenance and anticipated repairs for at least 15 years after installation

#### H. CONSTRUCTION DOCUMENTS

If the ARTIST's final design is accepted and can be created within the project budget, the ARTIST will be asked to proceed with construction documents for the fabrication and installation of the PROJECT. The ARTIST's construction document phase submission will include, but is not limited to the following:

1. Complete drawings for the fabrication and installation of the PROJECT, showing all materials, dimensions.

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- 2. Final reports from external consultations (if applicable), including but not limited to engineering, lighting, or technical consultants to meet the safety, material, and code standards
- 3. Complete budget, including but not limited to materials, quantities, vendors
- 4. Detailed fabrication and installation timelines

# I. PERIOD OF FABRICATION

Upon approval by the RACC, PROJECT ADMINISTRATOR and DESIGN TEAM, if the PROJECT requires material fabrication for installation, it should be completed no later than **Q3**, **2023**. The ARTIST shall establish a fabrication timeframe in consultation with the PROJECT ADMINISTRATOR.

# J. PERIOD OF INSTALLATION

The ARTIST shall install the PROJECT no later than **Q4**, **2024.** The ARTIST shall establish a installation timeframe consultation with the PROJECT ADMINISTRATOR.

### K. DESCRIPTION OF ARTWORK

The Connector Wall Artwork for the Redmond Senior & Community Center will be an installation of a series of colorful and reflective glass ovals of varying sizes directly to the surface of the north facing side of the Connector Wall. The artworks will be installed in a random seeming but meticulously designed layout at various heights to both the exterior and interior surfaces at the East and West facing entrances. The surface of these ovals will have community-based imagery etched into the surface. There will be a reflective backing that will create depth to the piece and encourage visitors to experience the artwork from multiple angles over many years—always finding a new or favorite image to connect with. Please see Exhibit E for further description.

### L. LOCATION OF ARTWORK

The ARTIST shall install the PROJECT on the Connector Wall of the Redmond Senior & Community Center located at 8703 160th Ave NE, Redmond, WA 98052

# M. ARTWORK DOCUMENTATION

The artwork shall be accompanied by the following documentation, to be delivered to the ARTS ADMINISTRATOR no later than 14 days after the completion of the artwork:

- a) "ARTIST's Public Report," that the CITY may use for public information purposes including Artist Biography; Artist Public Statement, Description of PROJECT
- a. Visual and research materials, including but not limited to, preliminary studies, sketches, community interviews and other items as deemed significant by the ARTIST in consultation with the DESIGN TEAM.
- b. Copies of any press materials or interviews provided by the ARTIST not organized by the DESIGN TEAM

# 1. ACKNOWLEDGMENT

The ARTIST shall acknowledge the CITY's role in funding and commissioning of the PROJECT in all public presentations and written, printed or electronic publication of information regarding the PROJECT.

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# EXHIBIT B SCHEDULE FOR DESIGN AND CONSTRUCTION DOCUMENT PHASE

#### TASKS, DELIVERABLES AND SCHEDULE

All work shall be performed and deliverables provided according to the following schedule. By mutual agreement, dates may be changed due to changes in the PROJECT schedule.

#### 1. Deliverable #1 – Signed Contract

## Tasks below to be completed by Q2, 2022:

• Delivery of Signed Contract

# 2. <u>Deliverable #2 – Construction Documents, Community Engagement Plan, and Final Design</u>

# Tasks below to be completed by: Q3, 2022

- Delivery of Construction Documents to PROJECT ADMINISTRATOR
- Delivery of Final Design to PROJECT ADMINISTRATOR for approval by DESIGN TEAM
- Delivery of Community Engagement Plan and Timeline to PROJECT ADMINISTRATOR

#### 3. Deliverable #3 – 60% Fabrication

# Tasks below to be completed by Q2, 2023

• Photographic or other documentation of 60% completion of project and/or proof of purchase of materials towards completion of fabrication, if applicable

### 4. Deliverable #4- Installation

# Tasks below to be completed by Q4, 2023:

Delivery of the following (for acceptance by the PROJECT ADMINISTRATOR):

• Final installation of PROJECT

# 5. Deliverable #5 – Completion of PROJECT

# Tasks to be completed by Q4, 2023:

Delivery of the following:

- Delivery of Artwork Documentation
- Final approval of PROJECT by PROJECT ADMINISTRATOR and DESIGN TEAM

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# EXHIBIT C PAYMENT TERMS AND SCHEDULE

# 1. TOTAL PAYMENT TO ARTIST

The maximum amount the CITY will pay for all ARTIST services and products provided under this Agreement, including reimbursement for authorized and documented direct expenses, all applicable taxes, including Washington State sales and excise taxes, local and federal taxes, shall not exceed \$120,000.00 one hundred twenty thousand dollars. The breakdown of this payment is shown in next section.

### 2. **PROCESS FOR PAYMENT OF TAXES**

The ARTIST is responsible for paying all City, State and Federal taxes, including Washington State sales and excise taxes, and all other taxes which are applicable to the artwork acquisition contemplated herein.

Deliverables/Tasks		<b>Completion Date</b>	Payment Amount (including taxes)
1.	Contract Signed	Q2 2022	\$45,000
2.	Final Design, et al.	Q3 2022	\$30,000
3.	60% Fabrication	Q2 2023	\$30,000
4.	Installation	Q4 2023	\$10,000
5.	Closing Documents	Q4 2023	\$5,000
TOT	AL PAYMENT		\$120,000

# Page 13 – Non Public Works Artistic Services Agreement City of Redmond, standard form

# EXHIBIT D OPTIONAL ARTISTIC SERVICES AGREEMENT CLAUSE

#### **VARA Waiver:**

The CITY intends to incorporate the artwork into an existing City-owned property or building. The ARTIST acknowledges that attachment of said artwork to a CITY-owned property or building may result in unavoidable damage to said artwork upon removal from a CITY-owned property or building during the regular course of building and property maintenance, repair, renovation, demolition, and other routine property maintenance activities. As such, the ARTIST expressly waives any and all rights, under 17 U.S.C. 101 et seq., to protect the integrity of said artwork in the event that it is removed from the CITY-owned property or building for any reason. Provided, however, that in the event that the CITY shall determine that removal of the artwork is necessary for any reason, consistent with 17 U.S.C. 113, the CITY shall make a reasonable good faith effort to contact the ARTIST and allow the ARTIST a reasonable opportunity to remove the artwork utilizing such methods, as approved by the CITY, which are not inconsistent with the CITY's plans for removal of the artwork and the maintenance, repair, renovation, and/or demolition of such CITY-owned property or building.

The ARTIST hereby grants to the CITY a non-exclusive, royalty-free, worldwide license to use photographs, images, renderings, and other representations of the ARTWORK for the promotion of CITY programs, facilities, and services, for use in official CITY publications, and for other public purposes deemed appropriate by the CITY in its sole discretion, including but not limited to, the sale of books, merchandise, products, and services at or related to the Redmond Senior Center. The ARTIST shall be credited when the use of the photographs, images, renderings, and other representations are intended to promote the ARTWORK or where the ARTWORK is the intended focus of the CITY'S use, as determined by the CITY in its sole discretion. Credit shall not be required when the ARTWORK is incidental to the CITY'S use, such as, but not limited to, where the exterior of the Redmond Senior Center appears in photographs, images, renderings, and representations for purposes other than promotion of the ARTWORK. The ARTIST agrees that the failure of the CITY to credit the ARTIST in any specific instance shall not be actionable by the ARTIST and the ARTIST waives and releases any potential causes of action the ARTIST may have for such a failure to credit in any specific instance.

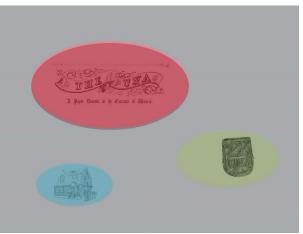
# Page 13 – Non Public Works Artistic Services Agreement City of Redmond, standard form

# EXHIBIT E INITIAL PROPOSAL

See attached Connector Wall Proposal







# Redmond Senior & Community Center

Connector Wall: Public Art Concept V1

Joe Thurston/Site Specific 3.10.2022

"May we forever prove (by our action) that people can join together for mutual benefit and greater good."

-Tom McCall

Concept

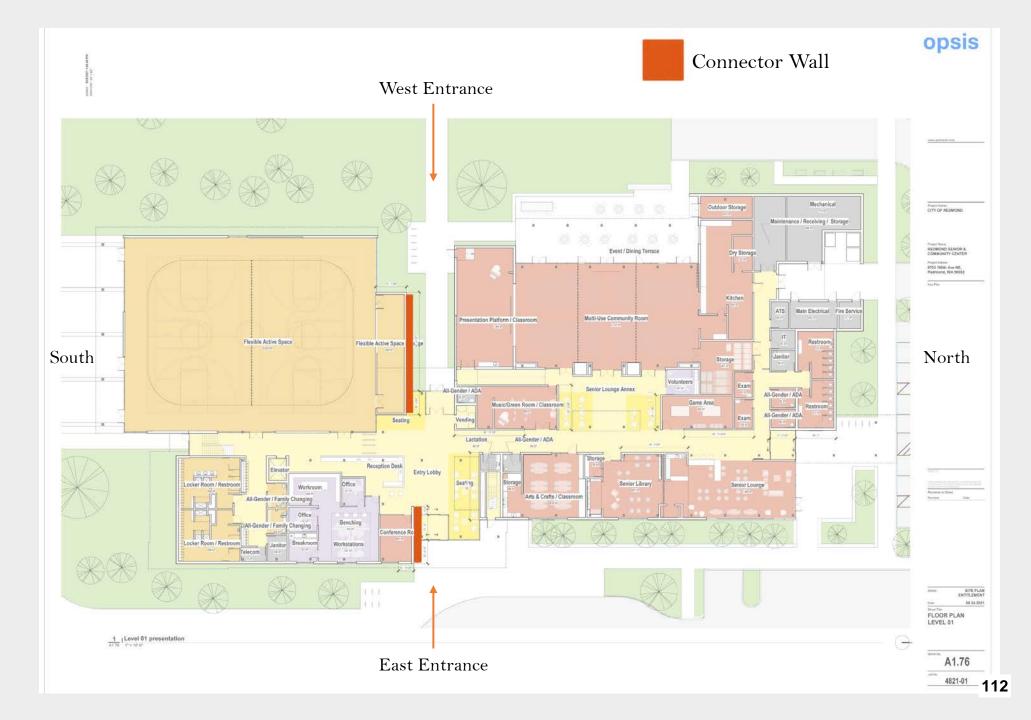
The architecturally integrated Connector Wall artwork must be a community based and inspiring work created specifically for the RS&CC. The piece must foster a sense of belonging and place. It must encourage gathering and connection. Visitors should have the opportunity to see themselves, parts of their lives, and the places and activities they enjoy in this artwork. The work must engage the intellect and inspire creativity and an openness of mind in the viewer. And finally, it is important for this artwork to honor the past, reflect the present, and imagine a future that is unique to the city of Redmond and its community members.

To do this, I propose to install a series of colorful and reflective glass ovals of varying sizes directly to the surface of the north facing side of the Connector Wall. The artworks will be installed in a random seeming but meticulously designed layout at various heights to both the exterior and interior surfaces at the East and West facing entrances. The surface of these ovals will have community-based imagery etched into the surface. There will be a reflective backing that will create depth to the piece and encourage visitors to experience the artwork from multiple angles over many years—always finding a new or favorite image to connect with.

# Site

# Level 1

• Connector Wall (interior and exterior)



A series of 40-60 mirror polished stainless steel backed fused glass ovals. Fused glass artwork will have imagery etched on the surface.

Imagery will reflect civic, cultural, and natural elements that are of importance to the Redmond Community.

The East entrance artworks will have a subtle focus on civic themes. The West entrance artworks will reflect more natural elements. Cultural themes will be interspersed throughout.



A series of 40-60 mirror polished stainless steel backed fused glass ovals. Fused glass artwork will have imagery etched on the surface.

Imagery will reflect civic, cultural, and natural elements that are of importance to the Redmond Community.

The East entrance artworks will have a subtle focus on civic themes. Cultural themes will be interspersed throughout.



East entrance (Civic)

Color for example 114

A series of 40-60 mirror polished stainless steel backed fused glass ovals. Fused glass artwork will have imagery etched on the surface.

Imagery will reflect civic, cultural, and natural elements that are of importance to the Redmond Community.

The West entrance artworks will reflect more natural elements. Cultural themes will be interspersed throughout.

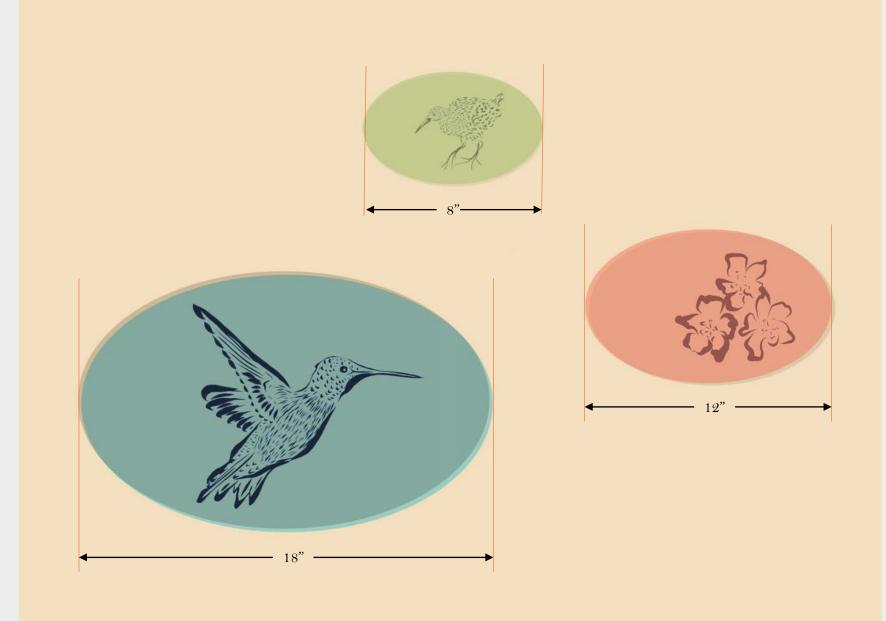


West entrance (Nature)

Color for example 115

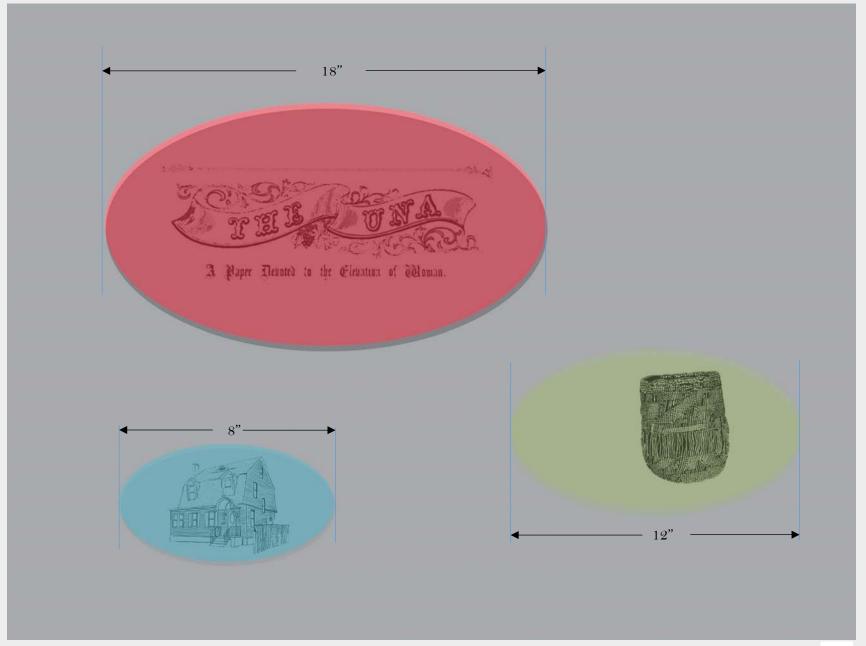
Proposed imagery will reflect civic, cultural, and natural elements that are of importance to the Redmond Community.

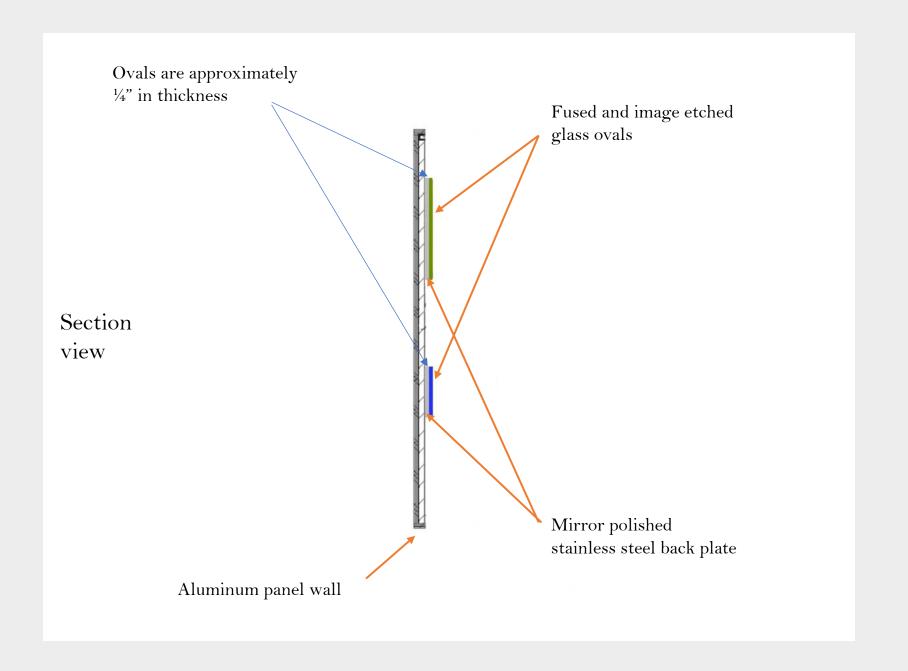
These ovals will range in size from 8" to 18" at the widest point.



Proposed imagery will reflect civic, cultural, and natural elements that are of importance to the Redmond Community.

These ovals will range in size from 8" to 18" at the widest point.





Glass color examples



Color for example only

Etched glass examples



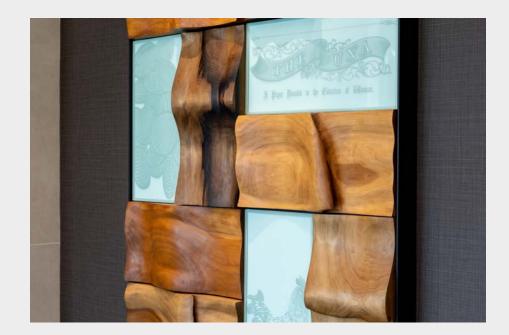






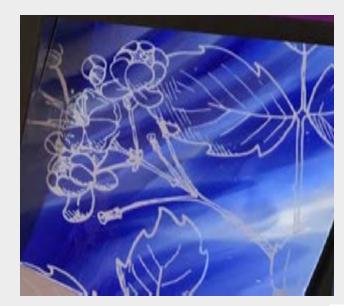
Etched glass examples











# Artwork details

# Materials

- Mirror polished stainless steel ovals
- Etched fused glass ovals
- Safety laminate
- VHB tape
- Metal post

# Processes

- Glass etching
- Paint filled etching
- Fused glass ovals laminated to mirror polished stainless steel ovals
- VHB/metal post attachment to aluminum wall surface

# Maintenance (durability and longevity)

• Routine maintenance will require occasional cleaning of the glass surface with standard glass cleaner.

# Community outreach

# Process

RS&CC Connector Wall artwork community outreach will center around asking myself and others why, who, and what questions:

- Why should there be artwork at this site?
- Who does this work represent? Who does it serve?
- What can be created to engage most effectively with the community of Redmond and with the many diverse visitors to RS&CC?
- And What should the artwork look like?

These are questions that will most likely have many answers. But I've got to start somewhere. The next step will be to take a deeper dive into the history, present state, and imagined future of the city and the community that has lived, is living, and will be arriving in Redmond. I will engage with the community at large. Findings will be integrated into the final imagery of the ovals.

# Community outreach Examples

- RACC member input and direction
- City of Redmond employees
- Redmond City Council members
- Redmond Historical Society leaders/Steps Coldwell Banker in Time app
- Redmond Neighborhood blog
- Redmond Library trustees and the library's Small Business Stories interviewees
- Redmond Poet Laureates

- Lake Washington School District principals and DigiPen Institute
- Bear Creek Site and Archaeological Day planner
- West Coast blogs
- Redmond Kiwanis Club
- Experience Redmond
- Community associations





# Informational key (optional)

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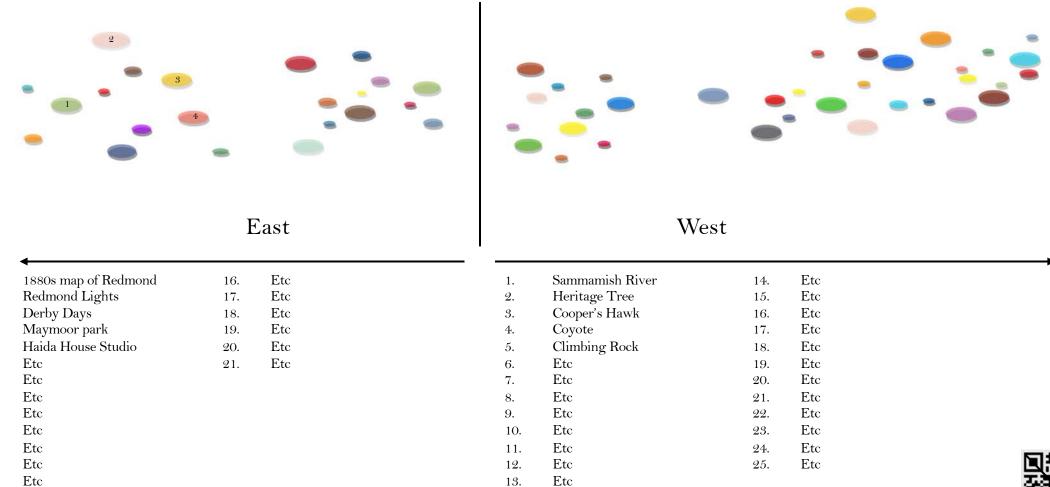
14.

15.

Etc

Etc

# ARTWORK TITLE, 2023 (Connector Wall Artwork Key)



13.

# Budget

Site Specific LLC

43300 Carol Dr Nehalem, OR 97131 US (503)201-4559 accounts@sitespecificwork.

SITE SPECIFIC

www.sitespecificwork.com

# Estimate

ADDRESS

City of Redmond 15670 NE 85th Street Redmond, Washington 97010 USA ESTIMATE # 1098 DATE 03/10/2022

CONTRACT NUMBER

RS&CC Connector Wall Public Art

EIN# 47-5096592

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Project Management Project management fee for	1	18,000.0 0	18,000.00
	duration of project (April 2022- -Q4 2023)			
	Administration Administration overhead fees for	1	4,000.00	4,000.00
	duration of project (April 2022Q4 2023)			
	Design Engineering Engineering and design services for	1	3,500.00	3,500.00
	duration of project. (April 2022Q4			
	2023)  Research  Community outreach and research	1	7,000.00	7,000.00
	<b>Design</b> Artwork drawing and design	1	13,000.0 0	13,000.00
	Fabrication/Materials Mirrored stainless steel ovals. 40-60 individual pieces	1	21,000.0	21,000.00
	Fabrication/Materials Etched and paint filled fused/plate art glass. 40-60 individual pieces	1	42,000.0 0	42,000.00
	Travel Travel to and from Redmond and lodging	1	5,000.00	5,000.00
	Installation	1	6,500.00	6,500.00
	Final work installation 3-4 day estimated install time TOTAL			\$120,000.00

A series of 40-60 mirror polished stainless steel backed fused glass ovals. Fused glass artwork will have imagery etched on the surface.

Imagery will reflect civic, cultural, and natural elements that are of importance to the Redmond Community.

The East entrance artworks will have a subtle focus on civic themes. The West entrance artworks will reflect more natural elements. Cultural themes will be interspersed throughout.







# City of Redmond

15670 NE 85th Street Redmond, WA

# Memorandum

Date: 6/28/2022 Meeting of: Committee of the Who	ustainability	File No. CM 22-441 Type: Committee Memo		
TO: Committee of the Whole - Park FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTAC		oility		
Parks	Loreen Hamilton		425-556-2336	$\neg$
Public Works	Aaron Bert		425-556-2786	
DEPARTMENT STAFF:				
Public Works	Eric Dawson	Senior Eng	ineer	$\neg$
for Construction Administrat	tion Services			
OVERVIEW STATEMENT: Staff is requesting approval for DB for \$534,420.	ecker Consulting, LLC's contrac	ct supplement	for construction adm	inistration services
☑ Additional Background Info	ormation/Description of Propo	sal Attached		
REQUESTED ACTION:				
☐ Receive Information	☑ Provide Direction	□ Арр	rove	

# **REQUEST RATIONALE:**

- **Relevant Plans/Policies:** 
  - Envision Redmond Senior Center Building Stakeholders Report March 2020
  - o Redmond Community Strategic Plan
  - o 2017 Community Priorities for the Future of Redmond's Community Centers Report
  - o Redmond Comprehensive Plan
  - o Redmond Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan
  - o Redmond Facilities Strategic Management Plan
  - o 2017-2022 Redmond Capital Investment Program (CIP). Redmond Zoning Code 21.10.070B

### Required:

City Comprehensive Plan: FW-23, CC-12, PR-19, PR-35, PR-36, PR-37, PR-38, UC-19, UC-20, DT-12, and DT-15, Redmond Zoning Code-RZC 21.10.070, RCW 39.10

**Council Request:** 

Date: 6/28/2022 Meeting of: Committee of the Whole - Parks ar	nd Environmer	ntal Sustainabilit	File No. CM 22-441  Type: Committee Memo
N/A • Other Key Facts: N/A			
OUTCOMES: Approval for the construction administration se	ervices supple	ment will allow	construction to begin on schedule.
COMMUNITY/STAKEHOLDER OUTREACH AND	INVOLVEMEN	NT:	
<ul> <li>Timeline (previous or planned):         See Attachment A - Community and State         <ul> <li>Outreach Methods and Results:</li> <li>See Attachment A - Community and State</li> </ul> </li> <li>Feedback Summary:         <ul> <li>See Attachment A - Community and State</li> </ul> </li> </ul>	akeholder Out	treach and Invol	vement
BUDGET IMPACT:			
<b>Total Cost:</b> \$48 million			
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A
<b>Budget Offer Number:</b> CIP			
<b>Budget Priority</b> : Infrastructure, Healthy and Sustainable, Vibran	t and Connect	ted	
Other budget impacts or additional costs:  If yes, explain:  Market rates, inflation, and an active construct	☑ Yes  ion market co	□ <b>No</b> Intinue to drive	□ <b>N/A</b> up construction costs
Funding source(s): 2023-2024 CIP: \$17.116 million State Capital Adopted Budget: \$1.25million Surplus Park Impact Fees from 2019-2020: \$1. Surplus REET from 2019-2020: \$2.486 million General Fund available cash from the 2019-20 from the 2021 fiscal year: \$9.5 million Councilmanic bonds: \$16 million		and the 2021 fis	cal year, surplus REET and park impact fees

# **Budget/Funding Constraints:**

N/A

Date: 6/28/2022 File No. CM 22-441 Meeting of: Committee of the Whole - Parks and Environmental Sustainability **Type:** Committee Memo

# ☐ Additional budget details attached

# **COUNCIL REVIEW:**

# Previous Contact(s)

Date	Meeting	Requested Action
N/A	See Attachment B: Council Review Previous Contacts	N/A

# **Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action	
7/5/2022	Business Meeting	Approve	

### **Time Constraints:**

City staff is striving to minimize schedule risk to meet the promised facility opening date in late 2023.

# **ANTICIPATED RESULT IF NOT APPROVED:**

Delay in the construction start date will have a direct effect on the building opening date

# **ATTACHMENTS**:

Attachment A - Community and Stakeholder Outreach and Involvement

Attachment B - Council Review Previous Contacts

Attachment C - Consultant Supplement 1 DBecker

# Redmond Senior and Community Center Update Attachment A – Community/Stakeholder Outreach and Involvement

# • Timeline (previous or planned)

01/09/2020	Stakeholder Conference Call		
01/15/2020	Public Meeting - Facilitated by Envirolssues and Patano		
01/16/2020	Lunch Briefing with Seniors		
01/23/2020	Public Meeting - Facilitated by Envirolssues and Patano		
02/06/2020	RYPAC Senior Center Discussion		
02/10/2020	Community Centers Open House - Facilitated by Patano		
02/24/2020	Stakeholder Meeting #1 - Facilitated by EnviroIssues		
03/05/2020	Stakeholder Meeting #2 - Facilitated by EnviroIssues		
12/14/2020	Project Update for Stakeholder Group and "Meet and Greet" with Architect Team		
01/11/2021	Project Stakeholder Group Meeting #1		
01/25/2021	Project Stakeholder Group Meeting #2		
02/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations,		
	Community Members, BIPOC Communities, etc., Leading Up to Public		
	Meetings		
02/17/2021	First Online Questionnaire Launches (Closed On 03/10/2021)		
02/24/2021	Virtual Public Meeting #1 (Senior Focused Daytime & General Public		
	Evening)		
03/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations,		
	Community Members, BIPOC Communities, etc., Leading Up to Public		
	Meetings		
03/01/2021	Project Stakeholder Group Meeting #3		
03/22/2021	Project Stakeholder Group Meeting #4		
03/24/2021	Virtual Public Meeting #2 (Senior Focused Daytime & General Public		
	Evening)		
03/24/2021	Second Online Questionnaire Launches (Closed on 04/03/2021)		
05/24/2021	Project Stakeholder Group Meeting #5		
06/14/2021	Project Stakeholder Group Meeting #6		
10/11/2021	Project Stakeholder Group Meeting #7		
11/15/2021	Project Stakeholder Group Meeting #8		
01/10/2022	Project Stakeholder Group Meeting #9		
02/28/2022	Project Stakeholder Group Meeting #10		
Monthly Briefings	Parks and Trails Commission		
Monthly Briefings	Arts and Culture Commission		
Monthly Briefings	Senior Advisory Committee		

# Redmond Senior and Community Center Update Attachment B — Council Review Previous Contacts

Date	Meeting	Requested Action
09/17/2019	Business Meeting	Receive Information
12/03/2019	Business Meeting	Receive Information
02/11/2020	Study Session	Receive Information
02/25/2020	Committee of the Whole - Finance, Administration,	Receive Information
	and Communications	
03/03/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/02/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/23/2020	Study Session	Receive Information
07/07/2020	Committee of the Whole - Parks and Human Services	Receive Information
07/28/2020	Study Session	Receive Information
08/04/2020	Committee of the Whole - Parks and Human Services	Receive Information
08/11/2020	Committee of the Whole - Planning and Public Works	Provide Direction
09/01/2020	Committee of the Whole - Parks and Human Services	Provide Direction
09/15/2020	Business Meeting	Approve
10/22/2020	Special Meeting	Approve
12/01/2020	Committee of the Whole - Parks and Human Services	Receive Information
01/05/2021	Committee of the Whole - Parks and Human Services	Approve
01/19/2021	Business Meeting	Approve
02/09/2021	Committee of the Whole - Planning and Public Works	Approve
02/16/2021	Business Meeting	Approve
03/09/2021	Study Session	Receive Information
04/06/2021	Committee of the Whole - Parks and Human Services	Receive Information
04/20/2021	Business Meeting	Approve
05/04/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/01/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/22/2021	Study Session	Receive Information
07/06/2021	Business Meeting	Receive Information
07/20/2021	Business Meeting	Approve
08/24/2021	Committee of the Whole - Finance, Administration,	Receive Information
	and Communications	
09/07/2021	Committee of the Whole - Parks and Human Services	Receive Information
09/14/2021	Committee of the Whole - Planning and Public Works	Provide Direction
09/21/2021	Business Meeting	Approve
10/05/2021	Committee of the Whole – Parks and Human Services	Receive Information
10/26/2021	Study Session	Receive Information
11/01/2021	Business Meeting	Approve
01/25/2022	Committee of the Whole – Parks and Environmental	Receive Information
	Sustainability	
02/01/2022	Business Meeting	Receive Information
02/15/2022	Business Meeting	Approve

02/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
03/01/2022	Business Meeting	Approve
03/08/2022	Study Session	Provide Direction
03/22/2022	Committee of the Whole – Parks and Environmental	Receive Information
	Sustainability	
04/05/2022	Business Meeting	Approve
05/03/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/07/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/21/2022	Business Meeting	Approve



Supplemental Agreement Number	Organization and Address			
Original Agreement Number	Phone:			
Project Number	Execution Date	Completion Date		
Project Title	New Maximum Amount Payable \$			
Description of Work				
desires to supplement the agreement entered into with	d identified as Agreement No.	this supplement.		
The changes to the agreement are described as follow Section 1, SCOPE OF WORK, is hereby changed to re-	ı			
Section IV, TIME FOR BEGINNING AND COMPLETIC completion of the work to read:	II DN, is amended to change the n	umber of calendar days for		
Section V, PAYMENT, shall be amended as follows:	III	_		
as set forth in the attached Exhibits, and by this referen	nce made a part of this supplem	nent.		
If you concur with this supplement and agree to the chabelow and return to this office for final action.	anges as stated above, please	sign in the appropriate spaces		
Ву:	By:			
Consultant Signature	Approvi	ng Authority Signature		

Date

# Exhibit "A" Supplement 1

# Item 1 – Revisions to Exhibit A – "Scope of Work"

### **TASK 1 – PROJECT MANAGEMENT**

- Manage Owner's Representative team including developing subconsultant agreements, processing subconsultant payments.
- Prepare monthly status report to City on the status of Owner's Representative Contract.
- · Respond to requests from the City.

### **Assumptions:**

Construction services will begin in July 2022 and continue for 18 months.

### **Deliverables:**

Monthly contract status report and invoice

### TASK 5 - CONSTRUCTION PHASE SERVICES

- Point of contact for communication between the City, GCCM and Architect as it relates to construction.
- Manage and oversee the work of consultant subconsultants including commissioning consultants.
- Participate in weekly progress meetings and other contract-related meetings with the GCCM, City and Architect. Prepare agendas, prepare, and distribute meeting minutes.
- Review and comment on GCCM's detailed baseline CPM schedules and monthly updates.
- Review, comment and make recommendations to the City on GCCM's monthly payment requests.
- Process substitution requests from the GCCM.
- Coordinate testing activities with GCCM.
- The GCCM will develop and maintain a tracking system for Request for information, Submittals, punchlists, etc. The Consultant will monitor and expedite reviews and responses to these documents.
- The Consultant will develop a change tracking system with the City. The Consultant will maintain change documentation in the City's SharePoint site.
  - The system will track change proposals, change orders, risk, and design contingency drawdown accounts.
  - The Consultant will assist the City with documenting reasons for changes and cost justifications.
  - Direct emergency or urgent change work. Track cost-reimbursable work
- Identify and monitor potential disputes and issues. Log potential claims, document actions and provide periodic reports to City. Provide timely analysis of claims and recommend appropriate negotiating strategies to the City
  - Resolve contract disputes and/or assist in claims analysis, mitigation, and resolution
- Direct emergency or urgent change work. Track cost-reimbursable work

- Work with GCCM, Architect, and City to prepare a final punch list near completion of the project and verify completion of punch list work in accordance with the Contract Documents
- Assist the City with project closeout.

# **Assumptions:**

- Services performed by Consultant related to the construction contract(s) for the Redmond Senior and Community Center Project shall not relieve, modify, or replace the GCCM's duties and obligations to complete their work in accordance with the contract documents. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work, all of which shall remain the responsibility of the GCCM. No action/inaction by Consultant in the performance of its Services shall be interpreted or construed in any way Consultant's Services do not include the management, supervision, control or charge of construction of the Redmond Senior and Community Center Project and no action/inaction by Consultant shall be interpreted or construed in any way as the performance or acceptance of responsibility for same. Consultant shall not be responsible for the acts or omissions of construction Contractor(s) or other parties on the project. The City agrees to include a provision in all construction contracts that requires the listing of Consultant as an additional insured on a CG 2026 11 85 Endorsement Form or equal on Contractor(s') insurance policies.
- Assuming that the GCCM is solely responsible for compliance with permit conditions, the Consultant will have no responsibility for compliance with permit conditions.
- Assuming that the GCCM is solely responsible for safety on and for the project, the Consultant will
  have no responsibility for safety or compliance with safety requirements or regulations.

# **Deliverables:**

- Weekly meeting agendas and meeting minutes/notes
- Review comments on GCCM's schedule
- Review comments on GCCM's monthly payment requests
- Change logs
- Punchlists

### **BUDGET - HOURS**

Position	2	022	22 2023			2024	Total	
POSITION	Q3	Q4	Q1	Q2	Q3	Q4	Q1	
Const. Manager*	390	390	390	390	390	390	390	2,810**
Admin	260	260	260	260	260	260	260	1,820

<sup>\*</sup> includes hours for both tasks 1 and 5 and assumes approximately 30 hours/week.

<sup>\*\*</sup> The total 2,810 includes 1,950 hours unused in current contract

# **EXHIBIT D**

# CONSULTANT FEE DETERMINATION

Project: I	Redmond Senior and Community	y Center Project
------------	------------------------------	------------------

# **NEGOTIATED HOURLY RATES:**

Classification	<u>Hours</u>		<u>Rate</u>		Cost
Construction Manager	860	х	\$188.00/HR	=	\$ 161,680.00
			Subto	tal:	\$ 161,680.00

# **REIMBURSABLES:**

Miscollanoous		Subtotal	\$ 2,000,00
Miscellaneous		Subtotal:	\$ 2,000.00

# **SUBCONSULTANT COSTS:**

JTS	<u>Hours</u>		<u>Rate</u>			
Admin Assistant	1,820	х		\$107.00	/HR	\$ 194,740.00
Wilson Jones						\$ 132,000.00
Hershfield-Morrison						\$ 44,000.00
				Subto	otal:	\$ 370,740.00

GRAND TOTAL:	\$ 534,420.00



# City of Redmond

15670 NE 85th Street Redmond, WA

# Memorandum

Date: 6/28/2022 Meeting of: Committee of the Who	ole - Parks and Environmental S	Sustainability	File No. CM Type: Comm	
TO: Committee of the Whole - Parl FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTAC		bility		
Parks	Loreen Hamilton 425-556-2336			$\neg$
Public Works	Aaron Bert	425-55	56-2786	
DEPARTMENT STAFF:				
Public Works	Eric Dawson	Senior Engineer		
OVERVIEW STATEMENT: Staff is requesting approval for O \$1,412,392.	psis Architecture's contract su	applement for constru	uction administ	tration services fo
☑ Additional Background Info	ormation/Description of Propo	osal Attached		
REQUESTED ACTION:				
☐ Receive Information	☑ Provide Direction	☐ Approve		
REQUEST RATIONALE:				

- **Relevant Plans/Policies:** 
  - Envision Redmond Senior Center Building Stakeholders Report March 2020
  - o Redmond Community Strategic Plan
  - o 2017 Community Priorities for the Future of Redmond's Community Centers Report
  - o Redmond Comprehensive Plan
  - o Redmond Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan
  - o Redmond Facilities Strategic Management Plan
  - 2017-2022 Redmond Capital Investment Program (CIP). Redmond Zoning Code 21.10.070B

# Required:

City Comprehensive Plan: FW-23, CC-12, PR-19, PR-35, PR-36, PR-37, PR-38, UC-19, UC-20, DT-12, and DT-15, Redmond Zoning Code-RZC 21.10.070, RCW 39.10

**Council Request:** 

Date: 6/28/2022 Meeting of: Committee of the Whole - Parks ar	nd Environme	ntal Sustainabilit	File No. CM 22-443 y Type: Committee Memo
N/A • Other Key Facts: N/A			
OUTCOMES: Approval for the construction administration se	ervices supple	ment will allow	construction to begin on schedule.
COMMUNITY/STAKEHOLDER OUTREACH AND	INVOLVEME	NT:	
<ul> <li>Timeline (previous or planned):         See Attachment A - Community and State         <ul> <li>Outreach Methods and Results:</li> <li>See Attachment A - Community and State</li> </ul> </li> <li>Feedback Summary:         <ul> <li>See Attachment A - Community and State</li> </ul> </li> </ul>	akeholder Out	treach and Invol	vement
BUDGET IMPACT:			
Total Cost: \$48 million			
Approved in current biennial budget:	<b>⊠</b> Yes	□ No	□ N/A
<b>Budget Offer Number:</b> CIP			
<b>Budget Priority</b> : Infrastructure, Healthy and Sustainable, Vibran	t and Connec	ted	
Other budget impacts or additional costs:  If yes, explain:  Market rates, inflation, and an active construct	☑ Yes  ion market co	□ <b>No</b> ontinue to drive	□ <b>N/A</b> up construction costs
Funding source(s): 2023-2024 CIP: \$17.116 million State Capital Adopted Budget: \$1.25million Surplus Park Impact Fees from 2019-2020: \$1. Surplus REET from 2019-2020: \$2.486 million General Fund available cash from the 2019-20 from the 2021 fiscal year: \$9.5 million Councilmanic bonds: \$16 million		and the 2021 fis	cal year, surplus REET and park impact fees

# **Budget/Funding Constraints:**

N/A

Date: 6/28/2022 File No. CM 22-443 Meeting of: Committee of the Whole - Parks and Environmental Sustainability **Type:** Committee Memo

# ☐ Additional budget details attached

# **COUNCIL REVIEW:**

# Previous Contact(s)

Date	Meeting	Requested Action
N/A	See Attachment B: Council Review Previous Contacts	N/A

# **Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
7/5/2022	Business Meeting	Approve

### **Time Constraints:**

City staff is striving to minimize schedule risk to meet the promised facility opening date in late 2023.

# **ANTICIPATED RESULT IF NOT APPROVED:**

Delay in the construction start date will have a direct effect on the building opening date

# **ATTACHMENTS**:

Attachment A - Community and Stakeholder Involvement and Outreach

Attachment B - Council Review Previous Contacts

Attachment C - Consultant Supplement 2 Opsis

# Redmond Senior and Community Center Update Attachment A – Community/Stakeholder Outreach and Involvement

# • Timeline (previous or planned)

01/09/2020	Stakeholder Conference Call	
01/15/2020	Public Meeting - Facilitated by Envirolssues and Patano	
01/16/2020	Lunch Briefing with Seniors	
01/23/2020	Public Meeting - Facilitated by Envirolssues and Patano	
02/06/2020	RYPAC Senior Center Discussion	
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02/24/2020	Stakeholder Meeting #1 - Facilitated by Envirolssues	
03/05/2020	Stakeholder Meeting #2 - Facilitated by Envirolssues	
12/14/2020	Project Update for Stakeholder Group and "Meet and Greet" with Architect Team	
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02/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations,	
	Community Members, BIPOC Communities, etc., Leading Up to Public	
	Meetings	
02/17/2021	First Online Questionnaire Launches (Closed On 03/10/2021)	
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	Evening)	
03/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations,	
	Community Members, BIPOC Communities, etc., Leading Up to Public	
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03/01/2021	Project Stakeholder Group Meeting #3	
03/22/2021	Project Stakeholder Group Meeting #4	
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	Evening)	
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05/24/2021	Project Stakeholder Group Meeting #5	
06/14/2021	Project Stakeholder Group Meeting #6	
10/11/2021	Project Stakeholder Group Meeting #7	
11/15/2021	Project Stakeholder Group Meeting #8	
01/10/2022	Project Stakeholder Group Meeting #9	
02/28/2022	Project Stakeholder Group Meeting #10	
Monthly Briefings	Parks and Trails Commission	
Monthly Briefings	Arts and Culture Commission	
Monthly Briefings Senior Advisory Committee		

# Redmond Senior and Community Center Update Attachment B — Council Review Previous Contacts

Date	Meeting	Requested Action
09/17/2019	Business Meeting	Receive Information
12/03/2019	Business Meeting	Receive Information
02/11/2020	Study Session	Receive Information
02/25/2020	Committee of the Whole - Finance, Administration,	Receive Information
	and Communications	
03/03/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/02/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/23/2020	Study Session	Receive Information
07/07/2020	Committee of the Whole - Parks and Human Services	Receive Information
07/28/2020	Study Session	Receive Information
08/04/2020	Committee of the Whole - Parks and Human Services	Receive Information
08/11/2020	Committee of the Whole - Planning and Public Works	Provide Direction
09/01/2020	Committee of the Whole - Parks and Human Services	Provide Direction
09/15/2020	Business Meeting	Approve
10/22/2020	Special Meeting	Approve
12/01/2020	Committee of the Whole - Parks and Human Services	Receive Information
01/05/2021	Committee of the Whole - Parks and Human Services	Approve
01/19/2021	Business Meeting	Approve
02/09/2021	Committee of the Whole - Planning and Public Works	Approve
02/16/2021	Business Meeting	Approve
03/09/2021	Study Session	Receive Information
04/06/2021	Committee of the Whole - Parks and Human Services	Receive Information
04/20/2021	Business Meeting	Approve
05/04/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/01/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/22/2021	Study Session	Receive Information
07/06/2021	Business Meeting	Receive Information
07/20/2021	Business Meeting	Approve
08/24/2021	Committee of the Whole - Finance, Administration,	Receive Information
	and Communications	
09/07/2021	Committee of the Whole - Parks and Human Services	Receive Information
09/14/2021	Committee of the Whole - Planning and Public Works	Provide Direction
09/21/2021	Business Meeting	Approve
10/05/2021	Committee of the Whole – Parks and Human Services	Receive Information
10/26/2021	Study Session	Receive Information
11/01/2021	Business Meeting	Approve
01/25/2022	Committee of the Whole – Parks and Environmental	Receive Information
	Sustainability	
02/01/2022	Business Meeting	Receive Information
02/15/2022	Business Meeting	Approve

02/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
03/01/2022	Business Meeting	Approve
03/08/2022	Study Session	Provide Direction
03/22/2022	Committee of the Whole – Parks and Environmental	Receive Information
	Sustainability	
04/05/2022	Business Meeting	Approve
05/03/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/07/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/21/2022	Business Meeting	Approve



Supplemental Agreement	Organization and Address	
Number		
Original Agreement Number		
	Phone:	
Project Number	Execution Date	Completion Date
	1/21/2021	
Project Title	New Maximum Amount Paya	ole
	\$	
Description of Work		
The Local Agency of		
desires to supplement the agreement entered into with		
	identified as Agreement No.	
All provisions in the basic agreement remain in effect ex	-	this supplement
		ино саррюнисти.
The changes to the agreement are described as follows	5.	
	I	
Section 1, SCOPE OF WORK, is hereby changed to re-	ad:	
	II	
Section IV, TIME FOR BEGINNING AND COMPLETIO	N, is amended to change the no	umber of calendar days for
completion of the work to read:		
	III	
Section V, PAYMENT, shall be amended as follows:		
as set forth in the attached Exhibits, and by this referen	ce made a part of this supplem	ent.
If you concur with this supplement and agree to the chabelow and return to this office for final action.	anges as stated above, please s	ign in the appropriate spaces
Ву:	Rv:	
-,-		
Consultant Signature		ng Authority Signature
Consultant Signature	Αρριονιι	ig Authority Olyhalule
DOT Form 140-063 FF		Date

# Exhibit A Scope of Work

Project No. **50022024.05.01.02** 



June 8, 2022

Eric Dawson, PE
Project Manager
City of Redmond
Public Works Department
15670 NE 85th Street
Redmond WA 98052

Reference: Redmond Senior and Community Center (RSCC) - EXHIBIT A

Proposal for Professional Services Phase 3 - Construction Administration and Close-out

Opsis Project Number (4821-03)

Dear Eric:

This letter outlines the Opsis Architecture proposed scope of work to continue comprehensive architectural, engineering, and specialized consultant services for the Redmond Senior and Community Center project. This phase of work will include construction administration services through the construction phase of the project and conclude with project close out activities.

#### PROJECT UNDERSTANDING

The new Redmond Senior and Community Center (RSCC) project will be approximately 52,650 gsf which includes an elevated running track with a construction budget of \$39.4 million. The Phase 3 work will include construction administration services and project close out for the documented and permitted work completed under the prior Phase 1 Programming/Concept Design and Schematic Design documents and Phase 2 Design Development and Construction Documents.

The RSCC will be located within the Redmond Municipal Campus on the site of the prior Senior Center with the existing utility connections utilized for the new facility. The project is situated with direct adjacency to the Sammamish River critical areas buffer setback. The facility design and construction staging takes into account maintaining a safe and operational campus with vehicular and pedestrian access to the adjacent Public Safety Building, Parking Structure and City Hall.

The project includes related site development, additional parking, plaza paving and new fire access. The parking needs encompass providing 8 dedicated senior parking stalls as well as reconfiguration of the roundabout drop off zone. The planning and design also includes necessary utility upgrades, on-site stormwater management, and infrastructure improvements necessary to support the new facility.

The design team will continue to work with the Project Stakeholder Group, advisory groups and commissions with continued outreach if needed until the completion of construction. City staff (COR) will be engaged during the Phase 3 construction process with the Mayor and City Council provided project updates when required.

The City is using a GC/CM delivery model for this project and have engaged the services of Absher Construction. The design team will support the construction effort with Absher by addressing Requests for Information (RFI), issuing Architectural Supplemental Instructions (ASI) when necessary, participate in weekly OAC meetings and make site observations at intervals to ensure that the project is constructed and designed as documented. The overall scope of work is outlined in the following Task 1 and 2 narrative.

#### **DESIGN TEAM**

The following design team members will participate in the scope of work outlined for Phase 3 – Construction Administration and Close-out

Opsis Architecture - Prime Contract, Architect of Record

Johnston Architects - Architectural Support Staff and Construction Administration lead.

Michael Thrailkill - Architectural Specifications

Lund Opsahl - Structural Engineer

PAE Engineers – Mechanical, Electrical and Plumbing (MEP) and Sustainable Design

Herrera – Civil Engineering and Arborist (Tree Monitoring)

**Groundswell** – Landscape Architect

Little Fish – Lighting Design

Stantec - Acoustical

Halliday Associates - Food Service

Code Unlimited - Code Review

The Shalleck Collaborative – Theater and Audio Visual

Morrison Hershfield - Building Envelope

Mayer/Reed - Signage and Wayfinding

Associate Earth Science Inc. – Earthwork inspections

ESA | Environmental Science Associates - Cultural Resource Monitoring

#### SCOPE OF WORK

#### **Task 1 – Construction Administration**

# **Opsis Architecture**

Opsis will provide Construction Administration services in support of Johnston Architects (JA) until construction of the project is completed. Opsis will also advise and consult with the COR during the Construction Phase and coordinate the design team LEED documentation effort. Further scope of work definition is provided in the attached (Exhibit A Appendix).

#### Subtasks and activities during this phase include:

- Respond to contractor questions.
- Attend and participate in weekly owner, architect, contractor meetings (OAC) as needed.
- Respond to Requests for Information (RFI) issued by the construction team to answer questions arising from review of the construction documents.
- Issue Architectural Supplemental instructions (ASI) to clarify design intent of the construction document set.
- Issue Field Reports when necessary to keep the Owner reasonably informed about the progress and quality of the portion of the Work completed.
- Coordinate LEED submittals, documentation and tracking of credits with design team, COR and contractor.

- Response to Requests for Information (RFI)
- Documentation for Architectural Supplemental instructions (ASI)
- Response to Submittal Reviews
- LEED Documentation
- Final punch list for Substantial Completion

# **Johnston Architects (JA)**

JA will lead the construction administration effort for the design team through the completion of construction. They will be the primary design team contact with Absher Construction during the construction phase of the project and will facilitate the transfer of information utilizing the project templates that have been set up by Absher in Procore. Through the construction duration JA shall visit the site on a weekly basis to become familiar with the progress and quality of the work completed, and to determine, in general, if the work observed is being performed in a manner indicated to be in accordance with the Contract Documents upon completion.

#### Subtasks and activities during this phase include:

- Respond to contractor questions.
- Attend and participate in weekly owner, architect, contractor meetings (OAC).
- On-site visits to review construction progress (Once per week or as needed).
- Coordinate on-site design team site observations at appropriate times during the construction process.
- Update the COR on any observed deviations from the contract documents.
- Issue Field Reports when necessary to keep the Owner reasonably informed about the progress and quality of the portion of the Work completed.
- Coordinate and manage all design consultant responses to Requests for Information (RFI).
- Coordinate and manage all design consultant issuances of Architectural Supplemental instructions (ASI).
- Coordinate and manage submittal review process with design team.
- Assist COR and Owner Representative, if necessary, in review of contractor's applications for payment.
- Assist COR and Owner Representative, if necessary, in review of contractors change order proposals.
- Attend pre-installation meetings on site.

#### Deliverables:

- Response to Reguests for Information (RFI)
- Response to Submittal Reviews
- Field Reports
- Final punch list for Substantial Completion

#### Michael Thrailkill

Michael Thrailkill (MT) will assist in any specification related RFI's, ASI's and submittal reviews. Information provided by (MT) will be incorporated into published response to contractor.

#### Subtasks and activities during this phase include:

- Respond to contractor questions.
- Provide response assistance to Requests for Information (RFI).
- Provide response assistance in the issuance of Architectural Supplemental instructions (ASI).

- Requests for Information (RFI)
- Architectural Supplemental instructions (ASI)

Submittal Reviews

# Lund Opsahl

Lund Opsahl (LO) will provide construction administration support related to the structural system scope contained within the structural drawings of the construction documents.

#### Subtasks and activities during this phase include:

- Respond to contractor questions.
- · Attend meetings as needed.
- Assist in confirming submittal procedures.
- · Assist in selection of testing agency.
- Review specified submittals for items designed by Lund Opsahl.
- Review submittals for pre-engineered structural elements.
- Make site visits at intervals appropriate to the stage of construction. Ten visits are included in this proposal.
- Prepare site visit reports.
- Review testing and inspection reports.
- Initiate appropriate action to those reports (if required).
- Provide RFI written responses for interpretations of structural construction documents.
- Assist in reviewing change orders relating to structural work.
- Assist in determining if non-conforming structural work shall be rejected.

#### **Deliverables:**

- Response to Requests for Information (RFI)
- Documentation for Architectural Supplemental instructions (ASI)
- Response to Submittal Reviews
- Site visit reports
- Final punch list for Substantial Completion

# PAE (MEP / Fire Alarm / Technology / LEED Certification Support

PAE will provide construction administration support related to mechanical, electrical, plumbing, fire alarm and technology system scope contained within the construction documents.

#### Subtasks and activities during this phase include:

- Respond to contractor questions.
- Review bids and substitution request forms.
- Provide design clarifications and addenda material.
- Perform onsite observations (mechanical: 3 visits / electrical: 3 visits). Additional visits requested
  will be billed at their contract hourly rates. Attendance at weekly job meetings is not included;
  however, PAE will attend specific meetings where our support to resolve specific mechanical and
  electrical issues as required.
- Assist in construction coordination for system elements of the project.
- Review system shop drawings, respond to RFI's, and provide design clarifications where necessary.
- Review record drawings and Operation and Maintenance instructions prepared by contractor.

Conduct final observation for each discipline and prepare final observation report. Follow-up visits
to recheck or verify contractor corrected items from the final observation report will be additional
and billed at their contract hourly rates.

#### **Deliverables:**

- Design clarifications and addenda.
- RFI responses.
- Final punch list for Substantial Completion

#### Herrera

Herrera will support the Owner and Contractor during the construction phase. Herrera will respond to contractor questions, review contractor submittals, review and respond to RFIs and substitution requests, attend a pre-construction meeting, attend construction coordination meetings, and perform up to three site visits, including a final site walk when a punch list will be developed. Construction support will include environmental permit compliance support.

## Subtasks and activities during this phase include:

- Response to contractor questions.
- Review contractor submittals.
- Review and respond to RFIs and substitution requests.
- Attend (virtually) one pre-construction meeting up to two hours in duration.
- Maintain complete notes and sketches of any deviations from the approved design.
- Attend up to forty construction coordination meetings, up to one hour each.
- Provide up to 8 hours of permit compliance support.
- Attend up to two site visits, up to four hours each.

#### **Deliverables:**

- Review and respond to RFIs (up to 16 hours of staff time).
- Review and respond to Civil-related submittals (up to 28 hours of staff time)
- Final Civil-related punch list items.

#### Groundswell

Groundswell will support the Owner and Contractor during the construction phase. Groundswell will respond to contractor questions, review contractor submittals, review and respond to RFIs and substitution requests, attend a pre-construction meeting and perform up to three site visits, including a final site walk when a punch list will be developed.

#### Subtasks and activities during this phase include

- Respond to contractor questions.
- Develop "For Construction" set of Construction Documents.
- Attend pre-construction meeting.
- Review product submittals and shop drawings; respond to requests for information, produce change orders and clarification drawings as needed.
- Attend eight (8) project meetings and Construction Observation site visits at the following milestones:

- Review of rough grading.
- Review of hardscape layout.
- Perform one nursery visit at milestones to review and tag plant material.
- Review irrigation mainline layout, open mainline trenching and pressure testing.
- · Review of finish grading.
- Review tree and/or plant material layout.
- Review irrigation coverage.
- Review final plant material placement, mulch and irrigation.
- Attend final acceptance walk-through to review completion of the punch list.
- Attend warranty walk-through and develop a warranty list.

#### **Deliverables:**

- Response to Requests for Information (RFI)
- Documentation for Architectural Supplemental instructions (ASI)
- Response to Submittal Reviews
- Warranty List
- Final punch list for Substantial Completion

# **LittleFish Lighting**

LittleFish Lighting, Inc. (LFL) will support the Owner and Contractor during the construction phase. LFL will respond to contractor questions, review contractor submittals, review and respond to RFIs and substitution requests and perform up to two site visits, including a final site walk when a punch list will be developed.

#### Subtasks and activities during this phase include

- Respond to contractor questions.
- Assist in construction coordination of lighting elements of the project.
- Review lighting fixture shop drawings, as needed.
- Respond to RFIs.
- Review and comment on contractor change orders.

#### **Deliverables:**

- Responses, as noted above.
- Final observation walkthrough report

#### **Stantec**

Stantec will support the Owner and Contractor during the construction phase. Stantec will respond to contractor questions, review contractor submittals, review and respond to RFIs and substitution requests, attend a pre-construction meeting and perform up to three site visits, including a final site walk when a punch list will be developed.

#### Subtasks and activities during this phase include

- Respond to contractor questions.
- Answer contractor's Requests for Information (RFI's) that relate to the above defined.
- Review of submittals, shop drawings and samples and resubmittal

- package related to the defined acoustical scope.
- No site visits or observation reports are included in this scope.

#### **Deliverables:**

- Response to Requests for Information (RFI)
- Response to Submittal Reviews

#### **Halliday Associates**

Halliday Associates will support the Owner and Contractor during the construction phase. Halliday will respond to contractor questions, review contractor submittals, review and respond to RFIs and substitution requests, attend a pre-construction meeting and perform up to two site visits, including a final site walk when a punch list will be developed.

## Subtasks and activities during this phase include:

- Respond to questions from the Contractor and provide documentation as required for Architect Supplemental Instructions and Change Order Requests.
- Review and approve for construction the Kitchen Equipment subcontractors dimensioned roughin drawings, submittal drawings, and equipment brochures.
- Two site visits and punch lists are included for this phase.

#### **Deliverables:**

- Response to Requests for Information (RFI)
- Response to Submittal Reviews
- Two punch lists if required

#### **Code Unlimited**

Code UL will support the Owner and Contractor during the construction phase. Code UL will provide code related responses required during construction related to Design Team, Owner, Contractor, and/or Jurisdiction questions.

#### Subtasks and activities during this phase include:

 Provide up to eight (8) hours of addressing questions. This may include questions from the Design Team, Owner, Contractor, and/or Jurisdiction. Questions will be addressed in written format for clarity.

#### **Deliverables:**

Written responses to questions.

#### The Shalleck Collaborative

The Shalleck Collaborative will support the Owner and Contractor during the construction phase. Shalleck will respond to contractor questions, review contractor submittals, review and respond to RFIs and substitution requests, attend a pre-construction meeting and perform two site visits, including a final site walk when a punch list will be developed.

#### Subtasks and activities during this phase include:

- Respond to contractor questions.
- RFI's, bulletins and change orders: We will respond to issues that arise within our field of responsibility.
- Shop Drawings: Within 10 business days after receipt, we will review and stamp up to two submissions of shop drawings for each specification section we author.
- Intermediate Site Visits: We will visit the site during construction at times appropriate to observe the work in progress in conformance with the design intent of the bid documents and to discuss and assist in coordinating solutions. We will provide one partial day site visit.
- Final Checkouts: Based upon written notice from the Contractor that the work within our field is complete, we will provide a final checkout of all systems we have specified. Checkout time will be limited to two person-days.

#### **Deliverables:**

- Response to Requests for Information (RFI)
- Documentation for Architectural Supplemental instructions (ASI)
- Review and stamp up to two submissions of shop drawings for each specification they author.

# Morrison Hershfield (M/H)

Morrison Hershfield will support the Owner and Contractor during the construction phase. M/H will respond to contractor questions, review contractor submittals, review and respond to RFIs and substitution requests, attend a pre-construction meeting, attend construction coordination meetings and perform up to three site visits, including a final site walk when a punch list will be developed.

#### Subtasks and activities during this phase include:

- Respond to contractor questions.
- Attend pre-construction meeting(s) in person to discuss installation and coordination with the multiple trades for each of the key envelope systems.
- Review key envelope related product data for general compliance with construction documents, good building practice and continuity of building envelope at interfaces.
- Conduct site visit(s) to review in-place or stand-alone mock-ups of the envelope system for general compliance with the construction documents and to troubleshoot details based on construction sequencing and site conditions.
- Conduct periodic site visits to observe the building envelope work and provide reports with photographs.
- Provide action item list(s).
- Witness, troubleshoot and report on field testing of the glazing systems (anticipate ASTM E1105 water testing at pressure designated by specifications).
- Provide ongoing, hourly consultation to help the architectural team respond to RFIs, etc.

#### **Deliverables:**

Action items list

#### Mayer/Reed (M/R)

Mayer/Reed will support the Owner and Contractor during the construction phase. M/R will respond to contractor questions, review contractor submittals, review and respond to RFIs and substitution requests,

attend a pre-construction meeting and perform two site visits, including a final site walk when a punch list will be developed.

#### Subtasks and activities during this phase include:

- Prepare and submit final artwork.
- Assist with RFIs.
- Review submittals.
- Conduct a site inspection and prepare report of our findings.
- Up to three design team and fabricator coordination meetings.
- One Punch List site visit.

#### **Deliverables:**

- Final artwork.
- Site inspection report.
- Punch List.

# **Site Monitoring and Inspections**

### **Herrera - Arborist**

Herrera will provide (1) International Society of Arboriculture (ISA) Certified Arborist to act as the Project Arborist (PA) throughout the construction process. This scope of work includes a description of activities, assumptions, and deliverables. Below describes the arborist services being proposed that will take place prior to any groundbreaking that will occur on the project site and Herrera will provide the following site inspections and consultation services during construction.

# Subtasks and activities during this phase include:

- The PA will attend (1) pre-construction meeting to answer any contractor questions regarding the established Tree Protection Plan.
- The PA will meet with the Contractor at a prescheduled time to review, advise on adjustments, and approve the final layout of tree protection fencing. The PA will also review, advise on adjustments, and approve final trees designated for removal.
- The PA will submit an initial Arborist Status Report to Opsis that will describe in writing any
  changes to the Tree Protection Plan that may have occurred during the initial on-site review
  including adjustments to the Tree Protection Zones. The report will also advise on any additional
  steps that may be required to ensure longevity of protected trees including supplemental
  irrigation, fertilizing, pruning, etc.
- The PA will provide (2) pre-scheduled on-site consultations to address tree preservation BMPs for work that occurs in and around the Critical Root Zone of the identified Landmark tree. One site visit will be scheduled to occur during rough grading and the other will occur during excavation for adjacent building footings.
- The PA will be available for on-call consultations that may be conducted on-site or over the phone not to exceed (16) hours.
- The PA will conduct a final inspection at completion of the Site Improvements and provide a final Arborist Status Report which will include any recommended corrective actions that should take place and recommendations on the continued care of trees impacted by construction.

#### **Deliverables:**

Initial Arborist Status Report

Final Arborist Status Report

# Associated Earth Science Inc. (AESI)

An AESI representative will be onsite full time during the installation of the Geopiers in the month of August 2022. Their services will then be on call as needed for the observation of utilities installation and backfill, building subgrade preparation and parking lot subgrade and paving. The actual number and duration of their site visits will depend on the contractor's schedule and progress, and on the total scope of services required.

AESI's field representatives will provide appropriate geotechnical opinions and test results to the general contractor and subcontractors, but it should be realized that AESI will not supervise or direct the construction personnel in any way. Furthermore, AESI will not guarantee the quality of the earthwork, nor will their monitoring services relieve the earthwork contractor of their contractual obligation to complete the project in accordance with the approved plans and specifications. Their anticipated participation will generally include the following.

#### Subtasks and activities during this phase include:

- Observe excavations and suitability of exposed soils
- Observe installation of Geopiers
- Work with the client to identify suitable soils for structural fill
- Perform laboratory testing of structural fill
- Verify structural fill placement methods and test to confirm compaction
- Observe site stripping and general site grading activities
- Observe and test utility trench backfill to verify conformance with specifications
- Observe preparation of paving, sidewalk, and curb subgrades
- Observe and test asphalt placement
- Principal review and project management

# **Deliverables:**

- Daily geotechnical field reports for each site visit
- Reports distributed to the owner, contractor, building official, and any other recipients as directed by the owner.

#### **Environmental Science Associates (ESA)**

ESA has prepared a Monitoring and Inadvertent Discovery Plan (MIDP) which stipulates that any Project-related ground disturbance anticipated to occur greater than 10 ft should be monitored by an archaeologist. As part of the MIDP, contractor staff will receive cultural resources awareness training prior to the start of construction.

This scope of work describes the tasks and activities necessary to conduct a pre-construction cultural resources awareness training, conduct and document archaeological monitoring, and prepare a technical memorandum summarizing the results of archaeological monitoring. This scope of work describes the services ESA will provide, and the assumptions and deliverables associated with each.

#### Subtasks and activities during this phase include:

 ESA will maintain regular communication with Opsis regarding progress, budget, and schedule, and coordinate with the necessary agencies and contractors. This task includes time for internal team meetings and other Consulting entities.

- ESA will oversee project schedule and budget and coordinate with Opsis on issues such as rights
  of entry. ESA will also coordinate with the City of Redmond, the Washington Department of
  Archaeology and Historic Preservation (DAHP), the Washington Department of Commerce
  (DOC), and Affected Tribes, as necessary.
- Based on the findings and recommendations provided by ESA (Colón et al. 2022), ESA will
  observe all mechanical excavation performed by Opsis/construction contractor that extends
  beyond 10 ft below the ground surface. Fill and demolition debris are expected to extend between
  10 and 15 ft across much of the Project APE. ESA will consult with the City / Opsis regarding the
  maximum depths of construction elements to inform construction monitoring level of effort. ESA
  will consult with the City / Opsis regarding refinement to the monitoring level of effort. The City will
  consult with DAHP and Affected Tribes should the City wish to reduce the monitoring level of
  effort.
- The APE has a very high probability of containing deeply buried organic soils consistent with Holocene-aged marshland environments, prior to historic and modern development of the area. These soils are considered to have high potential for preserving organic items seen more rarely in the archaeological record, such as nets for snaring birds and fish, twine, wooden dart shafts, basketry, and clothing items. Upon encountering underlying glacial materials, or otherwise archaeologically sterile soils, the presence of an ESA archaeological monitor may no longer be required, and all subsequent Project ground disturbance will follow inadvertent discovery protocols.
- ESA will attend one pre-construction orientation lead by the City / Opsis and any other parties
  indicated by the City, and at least one brief on-site cultural resources awareness training
  ("tailgate") for key construction inspectors and management personnel overseeing Project-related
  ground disturbing work. The focus of the tailgate orientation is to familiarize construction
  personnel with the protocols included in the MIDP.
- The Archaeological Monitor will take notes and photos on daily monitoring activities, and coordinate with construction managers to provide adequate coverage. If suspected cultural resources are identified, the Archaeological Monitor may temporarily halt construction under the procedures outlined in the MIDP and evaluate the find for its significance.
- If directed by the City, ESA will prepare and provide daily monitoring summaries to the City via email. If requested, ESA will transmit daily monitoring summaries to Affected Tribes.
- ESA will summarize the findings and recommendations in a Monitoring Report. ESA will submit
  one draft report (in Word format) for review by the City, Opsis, and any other identified parties.
  Opsis will provide ESA with a single set of consolidated comments. ESA will incorporate
  comments and submit a final Monitoring Report to Opsis / the City (in PDF format).
- If the Washington Department of Archaeology and Historic Preservation (DAHP), and/or any Affected Tribes require revisions to the Final Monitoring Report, ESA will prepare up to one Revised Final Monitoring Report (PDF format) for re-submittal.
- If requested, ESA will upload the Final Monitoring Report to DAHP's WISAARD system, under the direction of the City/Opsis.

- Monthly invoices with brief progress reports
- Construction-specific Project Safety Plan (PSP)
- Monitoring Report
- If requested by EO 21-02 consulting entities, ESA will prepare and transmit brief daily or weekly monitoring summaries via e-mail for distribution to identified personnel
- One Draft Monitoring Report (Word format)
- One Final Monitoring Report (PDF format)
- If DAHP and/or Affected Tribes require revisions to the report, ESA will prepare up to one Revised Final Monitoring Report (PDF format)

#### Task 2 - Closeout

# **Opsis Architecture**

At the completion of construction administration Opsis and the consultant team will complete the project closeout. Project Closeout services will be initiated upon notice from the contractor that the work is sufficiently compete, in accordance with the contract documents, to permit occupancy or utilization for the use of which the building is intended and consisting of a detailed inspection for conformity of the work to the contract documents.

Closeout requires issuance of the certificate of substantial completion, issuance of a list of remaining work required (punch list), final inspections, receipt and transmittal of warranties and issuance of final certificate of payment. At the completion of the tasks listed above, the design team will receive and review the contractors' marked up field records. Upon completeness review, the contractor shall supply the record documents to user agency.(Transferring the contractor's record of field changes to the original record drawings may be authorized by the Owner as an additional service.)

Opsis will also coordinate consultant services consisting of processing, reviewing, commenting on, taking appropriate action, and transmitting Operations and Maintenance Manuals provided by the contractor to the City of Redmond.

#### Subtasks and activities during this phase include:

- Confirm issuance of occupancy permit
- Confirm list of remaining work is complete (punch list)
- Review on site construction document record set for completeness
- Notify Absher and COR that record set is complete
- Coordinate distribution and review Operations and Maintenance Manuals (O&M)

#### **Deliverables:**

- Notice of project completion
- Reviewed construction document record set
- Reviewed construction Operations and Maintenance Manuals (O&M)

#### **Lund Opsahl**

At the completion of construction administration Lund Opsahl (LO) will complete the final structural observation letter for the city, prepare record drawings and review structural scope Operations and Maintenance (O&M) information.

# Subtasks and activities during this phase include:

- Confirm list of remaining work is complete (punch list)
- Prepare final structural observation letter for City
- · Prepare record drawings

- Final structural observation letter.
- Record drawings.
- Reviewed construction document record set

Reviewed construction Operations and Maintenance Manuals (O&M)

# PAE (MEP / Fire Alarm / Technology / LEED Certification Support

At the completion of construction administration PAE will review contractor As-Built drawings, confirm "punch list" items have been completed and review MEPT scope Operations and Maintenance (O&M) information.

#### Subtasks and activities during this phase include:

- Confirm list of remaining work is complete (punch list)
- Review on site construction document record set for completeness
- Review Operations and Maintenance Manuals (O&M)

#### **Deliverables:**

- Reviewed construction document record set
- Reviewed construction Operations and Maintenance Manuals (O&M)

#### Herrera

At the completion of construction administration Herrera will review contractor As-Built drawings, confirm "punch list" items have been completed and review civil scope Operations and Maintenance (O&M) information.

#### Subtasks and activities during this phase include:

- Confirm list of remaining work is complete (punch list)
- Review on site construction document record set for completeness
- Review Operations and Maintenance Manuals (O&M)

#### **Deliverables:**

- Reviewed construction document record set
- Reviewed construction Operations and Maintenance Manuals (O&M)

# **Groundswell**

At the completion of construction administration Groundswell will prepare record drawings and review landscape scope Operations and Maintenance (O&M) information.

#### Subtasks and activities during this phase include

- Confirm list of remaining work is complete (punch list)
- Prepare record drawings for all work within our scope based on contractor provided record (or asbuilt) drawings in AutoCAD format.

- Record drawings
- Reviewed construction document record set
- Reviewed construction Operations and Maintenance Manuals (O&M)

# **Halliday Associates**

At the completion of construction administration Halliday Associates will review contractor As-Built drawings and review food service scope Operations and Maintenance (O&M) information.

#### Subtasks and activities during this phase include:

- Confirm list of remaining work is complete (punch list)
- O&M Manual review.
- Review Contractor As-Built drawings.

#### **Deliverables:**

- Reviewed construction document record set
- Reviewed construction Operations and Maintenance Manuals (O&M)

# **The Shalleck Collaborative**

At the completion of construction administration Shalleck will review contractor As-Built drawings, confirm "punch list" items have been completed and review theatrical rigging and AV scope Operations and Maintenance (O&M) information.

#### Subtasks and activities during this phase include:

- Confirm list of remaining work is complete (punch list)
- Review on site construction document record set for completeness
- Review Operations and Maintenance Manuals (O&M)

# **Deliverables:**

- Reviewed construction document record set
- Reviewed construction Operations and Maintenance Manuals (O&M)

#### PROJECT SCHEDULE

Due to the release of early bid packages and (2) permit packages some activities related to early procurement have begun. The design team will be working with Absher on early RFI and submittal reviews to keep the project on schedule. For these reasons there will be some overlap in the schedule between design Phase 2 and Construction Phase 3 contract activities. Design Phase 2 activities will be concluded when the final permitting task is complete. The current schedule assumes full time Construction Administration activities starting in June 2022 and running through October 2023 followed by the project close out on November 11, 2023. Absher's construction schedule was used as the basis for the following schedule outline. If the project schedule exceeds the substantial completion date noted below additional services may be requested.

#### **Construction Administration**

 Underground Submittals
 (May 18, 2022 – Aug 24, 2022)

 Site Development
 (June 14, 2022 – Oct 10, 2022)

 Structure
 (Aug 15, 2022 – Dec 23, 2022)

 Enclosure
 (Nov 30, 2022 – April 7, 2023)

 Pre-Dry Interiors
 (Dec 7, 2022 – April 20, 2023)

 Post-Dry Interiors
 (Feb 27, 2023 – Sept 29, 2023)

 Site Improvements
 (April 19, 2023 – Sept 8, 2023)

Substantial Completion (October 6, 2023)

#### **PROJECT CLOSE-OUT**

Record Document Close-out (Oct 6, 2022 – Nov 10, 2023)

#### FEE

Proposed fee for the Phase 3 Construction Administration and Close-out phase of work for the Redmond Senior and Community Center are include in (Exhibit D) Consultant Fee Determination.

Please feel free to reach to me or Chris Roberts if you have any questions. We look forward to working with you on this signature "quality of life" facility for Redmond's seniors and the greater community.

Sincerely,

James G. Kalvelage, Partner, FAIA, LEED AP BD+C

Opsis Architecture, LLP

#### **EXHIBIT A Appendix**

#### **SCOPE OF WORK**

#### 1. Construction Phase Services

#### 1.1. General

- 1.1.1. The Owner's Representative shall provide administration of the Contract between the Owner and the construction contractor as set forth below and in Exhibit A, General Conditions for Public Improvement Contracts, of the CM/GC Contract.
- 1.1.2.The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the construction contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's and its consultants' negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the construction contractor or of any other persons or entities performing portions of the Work, unless such acts were performed consistent with the written direction of the Architect or its consultants.
- 1.1.3. Subject to Section 1.5.3 of this Exhibit, the Architect's responsibility to provide Construction Phase Services commences with the award of the first GC/CM Contract for Construction and terminates on the date the Owner issues the final Certificate for Payment to the GC/CM.

#### 1.2. Evaluations of the Work

- 1.2.1. The Architect shall visit the site on a weekly basis or at more frequent intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall promptly report to the Owner (1) observed deviations from the Contract Documents, (2) observed deviations from the most recent construction schedule submitted by the GC/CM, and (3) defects and deficiencies observed in the Work. The Architect shall promptly submit to Owner a written report subsequent to each on-site visit.
- 1.2.2. The Architect has the authority to recommend to Owner rejection of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall

- give rise to a duty or responsibility of Architect to the construction contractor, subcontractors, suppliers, their agents, or employees, or other persons or entities performing portions of the Work.
- 1.2.3. The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or construction contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- 1.2.4.Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents, and interpretations and recommendations shall be in writing or in the form of drawings. When acting as the interpreter of construction contract documents and the judge of construction contract performance, an architect shall endeavor to secure faithful performance of all parties to the construction contract and shall not show partiality to any party. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- 1.2.5. The Owner may request the Architect render an initial decision on Claims between the Owner and construction contractor as provided in the Contract Documents.

#### 1.3. Submittals

- 1.3.1. The Architect shall review the construction contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved contract documents and submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- 1.3.2.In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action on, the construction contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the construction contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 1.3.3.If the Contract Documents specifically require the construction contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the construction contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The

- Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Subject to Architect's performance and observation in accordance with the required standard of care, the Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- 1.3.4.The Architect shall review and respond to requests for information (RFI) about the Contract Documents. The Architect shall set forth, in the Contract Documents, the reasonable requirements for requests for information. Requests for information shall include, at a minimum, an appropriately detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- 1.3.5.The Architect shall maintain a record of submittals and copies of submittals supplied by the construction contractor in accordance with the requirements of the Contract Documents.
- 1.3.6. The GC/CM will be using Procore to receive and transmit responses to submittals and RFI's. The Architect will have access to the Contractor's Procore system and will use Procore to receive and transmit responses to submittals and RFI's

#### 1.4. Changes in the Work

- 1.4.1.The Architect working with the Owner's Representative may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- 1.4.2.The Architect shall review properly prepared, timely requests by the Owner or construction contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order through the Owner's Representative for a minor change in the Work or recommend to the Owner that the requested change be denied.
- 1.4.3.If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the construction contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional

costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Architect.

1.4.4. The Architect shall maintain records relative to changes in the Work.

#### 1.5. Project Completion

- 1.5.1. As part of its Contract Administration, the Architect in conjunction with the Owner's Representative shall:
  - 1.5.1.1. notify the Owner when Substantial Completion has occurred,
  - 1.5.1.2. in conjunction with the construction contractor, review and approve or revise a punch list reflecting items of completion and correction;
  - 1.5.1.3. comply with the requirements of subparagraph 1.5.2 of this Exhibit; and
  - 1.5.1.4. receive from construction contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the construction contractor.
- 1.5.2. The Architect's inspections shall be conducted with the Owner and the Owner's Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the construction contractor of Work to be completed or corrected.
- 1.5.3. Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### 2. Owner's Responsibilities

- 2.1. The Owner shall include the Architect in all communications with the construction contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the construction contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- 2.2. Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the General Conditions of the Contract for Construction from the executed agreement between the Owner and Architect.

# Exhibit D Prime Consultant Cost Computations

# **Consultant Fee Determination**

Redmond Senior & Community Center

Project Name: Project Number: 50022024.05.01.02 Consultant: Opsis Architecture

# **NEGOTIATED HOURLY RATES**

Project Architect 1,39 Architect 5/6 Architect 4 Interior Designer 30 Sustainability Coordinator 21	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	81.00 63.00 54.00 43.00 40.00 45.00 30.00	\$162.00 \$162.00 \$126.00 \$108.00 \$86.00 \$80.00 \$90.00 \$60.00	(Profit) 26% \$20.70 \$16.10 \$13.80 \$10.99 \$10.22 \$10.22 \$7.67	\$264 \$205 \$176 \$140 \$130 \$146 \$97.67	\$33,226 \$244,709 \$40,108 \$31,497 \$21,779 \$371,319 \$4,000 \$1,000 \$200
Partner/Senior Designer Project Manager 16 Project Architect 1,39 Architect 5/6 Architect 4 Interior Designer 30 Sustainability Coordinator 21 Project Assistant 22  Total Hours 2,30  REIMBURSABLES Mileage Reproduction (copies, plots, etc.)	2 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	81.00 63.00 54.00 43.00 40.00 40.00 45.00	\$162.00 \$126.00 \$108.00 \$86.00 \$80.00 \$80.00 \$90.00	\$20.70 \$16.10 \$13.80 \$10.99 \$10.22 \$10.22 \$11.50	\$205 \$176 \$140 \$130 \$130 \$146 \$97.67	\$244,709 \$40,108 \$31,497 \$21,779 \$371,319 \$4,000 \$1,000
Project Manager 16 Project Architect 1,39 Architect 5/6 Architect 4 Interior Designer 30 Sustainability Coordinator 21 Project Assistant 22  Total Hours 2,30  REIMBURSABLES Mileage Reproduction (copies, plots, etc.)	2 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	54.00 43.00 40.00 40.00 45.00	\$126.00 \$108.00 \$86.00 \$80.00 \$80.00 \$90.00	\$16.10 \$13.80 \$10.99 \$10.22 \$10.22 \$11.50	\$176 \$140 \$130 \$130 \$146 \$97.67	\$244,709 \$40,108 \$31,497 \$21,779 \$371,319 \$4,000 \$1,000
Architect 5/6 Architect 4 Interior Designer 30 Sustainability Coordinator 21 Project Assistant 22  Total Hours 2,30  REIMBURSABLES Mileage Reproduction (copies, plots, etc.)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	43.00 40.00 40.00 45.00	\$86.00 \$80.00 \$80.00 \$90.00	\$10.99 \$10.22 \$10.22 \$11.50	\$140 \$130 \$130 \$146 \$97.67	\$244,709 \$40,108 \$31,497 \$21,779 \$371,319 \$4,000 \$1,000
Architect 5/6 Architect 4 Interior Designer 30 Sustainability Coordinator 21 Project Assistant 22  Total Hours 2,30  REIMBURSABLES Mileage Reproduction (copies, plots, etc.)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	40.00 40.00 45.00	\$86.00 \$80.00 \$80.00 \$90.00	\$10.99 \$10.22 \$10.22 \$11.50	\$140 \$130 \$130 \$146 \$97.67	\$40,108 \$31,497 \$21,779 \$371,319 \$4,000 \$1,000
Architect 4 Interior Designer 30 Sustainability Coordinator 21 Project Assistant 22  Total Hours 2,30  REIMBURSABLES Mileage Reproduction (copies, plots, etc.)	\$ 8 \$ 5 \$ 3 \$	40.00 40.00 45.00	\$80.00 \$80.00 \$90.00	\$10.22 \$10.22 \$11.50	\$130 \$130 \$146 \$97.67	\$31,497 \$21,779 \$371,319 \$4,000 \$1,000
Interior Designer 30 Sustainability Coordinator 21 Project Assistant 22  Total Hours 2,30  REIMBURSABLES  Mileage Reproduction (copies, plots, etc.)	8 \$ 5 \$ 3 \$	40.00 45.00	\$80.00 \$90.00	\$10.22 \$11.50	\$130 \$146 \$97.67	\$31,497 \$21,779 \$371,319 \$4,000 \$1,000
Sustainability Coordinator 21 Project Assistant 22  Total Hours 2,30  REIMBURSABLES  Mileage Reproduction (copies, plots, etc.)	5 \$ 3 \$	45.00	\$90.00	\$11.50	\$146 \$97.67	\$31,497 \$21,779 \$371,319 \$4,000 \$1,000
Total Hours 2,30  REIMBURSABLES  Mileage Reproduction (copies, plots, etc.)	3 \$				\$97.67	\$21,779 \$371,319 \$4,000 \$1,000
REIMBURSABLES Mileage Reproduction (copies, plots, etc.)	0				Subtotal:	\$4,000 \$1,000
REIMBURSABLES Mileage Reproduction (copies, plots, etc.)	0				Subtotal:	\$4,000 \$1,000
Mileage Reproduction (copies, plots, etc.)						\$1,000
Mileage Reproduction (copies, plots, etc.)						\$1,000
Reproduction (copies, plots, etc.)						\$1,000
						,-00
					Subtotal:	\$5,200
SUBCONSULTANT COSTS (See Exhibit	E)					
Johnston Architects						\$479,258
M.Thrailkill Architect						\$1,980
Lund   Opsahl						\$96,677
PAE						\$105,715
Herrera						\$30,256
Groundswell						\$30,179
Shalleck Collaborative						\$22,000
LittleFish						\$3,000
Stantec						\$4,250
Halliday Associates						\$5,390
Code Unlimited						\$3,095
Morrison Hershfield						\$28,725
Mayer/Reed						\$7,009
Herrera-Aborist						\$9,474
AESI						\$39,371
IESA						\$39,494
					Subtotal:	\$905,873

Total: \$1,282,392

Contingency: 130,000

**GRAND TOTAL:** \$1,412,392

# **Consultant Fee Determination**

Redmond Senior & Community Center

Project Name: Project Number: 50022024.05.01.02 Consultant: Johnston Architects

# **NEGOTIATED HOURLY RATES**

NEGOTIATED HOURET RATES				Overhead	Fee (Profit)	Total Hourly	
Classification	Hours	[	DSC	200%	30%	Rate	Total
Principal	70	\$	81.00	\$162.00	\$24.10	\$267	\$18,697
Project Manager	1,200	\$	60.00	\$120.00	\$17.85	\$198	\$237,420
Architect / Engineer	1,500	\$	45.00	\$90.00	\$13.39	\$148	\$222,581
Total Hours	2,770					Subtotal:	\$478,698
REIMBURSABLES							
Mileage							\$360
Reproduction (copies, plots, etc.) Miscellanous							\$200
						Subtotal:	\$560
SUBCONSULTANT COSTS (See	Exhibit E	Ξ)				ountotal.	ψ300
						Subtotal:	

Total: \$479,258

Contingency:

**GRAND TOTAL:** \$479,258

# **Consultant Fee Determination**

Redmond Senior & Community Center

Project Name: Project Number: 50022024.05.01.02

Consultant: Lund Opsahl

# **NEGOTIATED HOURLY RATES**

				Overbood	Fee (Brofit)	Total Hourly	
Classification	Hours		DSC	Overhead 139%	(Profit) 30%	Rate	Total
	50	\$	98.15	\$136.43	\$29.20	\$264	
Principal Associate Principal	136	ъ \$	96.15 81.28	\$130.43 \$112.98	\$29.20	\$20 <del>4</del> \$218	\$13,189 \$29,708
Senior Associate	130	Ф \$	63.04	\$87.63	\$18.75	\$169	φ <b>2</b> 9,700
Associate		Ф \$	60.75	\$84.44	\$18.07		
Sr Design Engineer		ъ \$	46.00	\$63.94	\$10.07	\$163 \$124	
Design Engineer	152	φ \$	43.14	\$59.96	\$12.83	\$12 <del>4</del> \$116	\$17,623
Engineer 1	114	φ \$	38.50	\$59.90 \$53.52	\$12.65	\$103	\$17,023 \$11,795
Engineer 2	114	φ \$	35.70	\$33.52 \$49.62	\$10.62	\$95.94	φ11,795
Engineer 3	114	φ \$	33.28	\$46.26	\$9.90	\$89.44	\$10,196
Sr CAD/BIM Technician	76	φ \$	42.75	\$59.42	\$12.72	\$114.89	
CAD/BIM Technician 1	38	Ф \$			\$12.72		\$8,732
CAD/BIM Technician 1	30	\$ \$	39.00 25.00	\$54.21 \$34.75	\$7.44	\$104.81 \$67.19	\$3,983
Admin	8	\$ \$	21.00	\$34.75 \$29.19	\$7.44 \$6.25	\$56.44	\$452
Admin	0	Φ	21.00	φ29.19	Φ0.23	φ30.44	<b>Φ4</b> 52
Total Hours	688					Subtotal:	\$95,677
REIMBURSABLES							
Mileage							
Reproduction (copies, plots, etc.)							
Miscellanous							\$1,000
							. ,
						Subtotal:	\$1,000
SUBCONSULTANT COSTS (Se	e Exhibit E	()					
						Subtotal:	

\$96,677 Total:

Contingency:

**GRAND TOTAL:** \$96,677

# **Consultant Fee Determination**

Redmond Senior & Community Center

Project Name: Project Number: 50022024.05.01.02 Consultant: PAE Consulting Engineers

# **NEGOTIATED HOURLY RATES**

					Fee	Total	
				Overhead	(Profit)	Hourly	
Classification	Hours		DSC	187%	30%	Rate	Total
Project Coordinator 1, 2	80	\$	25.56	\$47.79	\$7.60	\$81	\$6,476
BIM Technician I & II	36	\$	28.97	\$54.18	\$8.62	\$92	\$3,304
BIM Technician III		\$	32.73	\$61.20	\$9.74	\$104	
BIM/Revit Lead	50	\$	47.72	\$89.24	\$14.20	\$151	\$7,558
Graphics Designer		\$	36.74	\$68.71	\$10.93	\$116	
Assistant Project Manager		\$	40.55	\$75.82	\$12.06	\$128	
Engineer/Designer (E1)	125	\$	33.98	\$63.54	\$10.11	\$108	\$13,453
Staff Engineer/Designer (E2)	107	\$	37.62	\$70.35	\$11.19	\$119.16	\$12,750
Project Engineer/Designer (E3)	90	\$	45.18	\$84.49	\$13.44	\$143.11	\$12,880
Lead Engineer/Designer (E4)	80	\$	55.59	\$103.95	\$16.54	\$176.07	\$14,086
Associate (E5)	50	\$	66.87	\$125.04	\$19.89	\$211.80	\$10,590
Senior Engineer/Designer (E5)		\$	68.25	\$127.63	\$20.30	\$216.18	
Senior Associate (E5)		\$	71.23	\$133.20	\$21.19	\$225.62	
Associate Principal (E6)	40	\$	88.02	\$164.60	\$26.19	\$278.80	\$11,152
Principal (E6)	30	\$	120.65	\$225.62	\$35.89	\$382.16	\$11,465
Total Hours	688					Subtotal:	\$103,715
REIMBURSABLES							
Mileage							\$1,500
Reproduction (copies, plots, etc.)							
Miscellanous							\$500
						Subtotal:	\$2,000
SUBCONSULTANT COSTS (Se	e Exhibit E	:)					
,		•					
						Subtotal:	

\$105,715 Total:

Contingency:

\$105,715 **GRAND TOTAL:** 

# Exhibit E Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

# **EXHIBIT E**

# **Subcontracted Work**

Project Name: Redmond Senior & Community Center

Project Number: 50022024.05.01.02 Consultant: Opsis Architecture

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

Subconsultant	Work Description		Amount
Johnston Architects	Associate Architect		\$479,258
M.Thrailkill Architect	Specifications		\$1,980
Lund   Opsahl	Structural Engineering		\$96,677
PAE	MEP, FP,LV, AV		\$105,715
Herrera	Civil		\$30,256
Groundswell	Landscape		\$30,179
Shalleck Collaborative	Audio/Visual		\$22,000
LittleFish	Lighting		\$3,000
Stantec	Acoustics		\$4,250
Halliday Associates	Food Service		\$5,390
Code Unlimited	Code Review		\$3,095
Morrison Hershfield	Building Envelope		\$28,725
Mayer/Reed	Signage/Wayfinding		\$7,009
Herrerra	Arborist		\$9,474
AESI	Geotechnical Monitoring		\$39,371
ESA	Cultural Resource Monitoring		\$39,494
		Total:	\$905,873



# City of Redmond

15670 NE 85th Street Redmond, WA

# Memorandum

Date: 6/28/2022 Meeting of: Committee of the	Whole - Parks and Environmenta	l Sustainability	File No. CM 22-436 Type: Committee Memo
TO: Committee of the Whole - FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CON	Parks and Environmental Sustain	nability	
Public Works	Aaron Bert	425-5	556-2786
DEPARTMENT STAFF:			
Public Works	Steve Flude	Deputy Director	
Public Works	Amanda Balzer	Utility Superviso	
OVERVIEW STATEMENT: Staff will provide an overview of the 2020 Environmental Sustai	ainability Action Plan - Wand of the work conducted within the nability Action Plan. Work highlidwater monitoring, groundwater	e Water Management f ghted will include tem	ocus area since the adoption of
☐ Additional Background  REQUESTED ACTION:	Information/Description of Pro	posal Attached	
☑ Receive Information	☐ Provide Direction	☐ Approve	
<ul> <li>Required:         N/A</li> <li>Council Request:         Council requested upd</li> <li>Other Key Facts:         The Environmental Sustrategy to reduce green</li> </ul>	ability Action Plan, Utility Strateg ates on the Environmental Susta stainability Action Plan was ado	inability Action Plan. pted in September 20.	Plan 20 and serves as the community's ources. The Committee update will

Date: 6/28/2022  Meeting of: Committee of the Whole - Parks a	and Environme	ental Sustainabili	File No. CM 22-436 y Type: Committee Memo
OUTCOMES: The Water Management actions in the Environs sustainable water supply by protecting the qu		•	_
COMMUNITY/STAKEHOLDER OUTREACH AND	O INVOLVEME	<u>NT</u> :	
<ul> <li>Timeline (previous or planned):         Stakeholder outreach is being planned         discussed at the July 5 Planning and Planned     </li> </ul>			struction Dewatering milestone and will be ng.
<ul> <li>Outreach Methods and Results:         N/A</li> <li>Feedback Summary:         N/A</li> </ul>			
BUDGET IMPACT:			
Total Cost: N/A			
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A
Budget Offer Number: 000215 and 000211			
<b>Budget Priority</b> : Healthy and Sustainable			
Other budget impacts or additional costs:  If yes, explain:  N/A	□ Yes	□ No	⊠ N/A
Funding source(s): Water Utility Fund			
<b>Budget/Funding Constraints:</b> Budget constraints in 2023/2024 may impatimeline.	act ability to	complete envir	onmental sustainability actions in planned
☐ Additional budget details attached			

Date: 6/28/2022 File No. CM 22-436 Type: Committee Memo Meeting of: Committee of the Whole - Parks and Environmental Sustainability

#### **COUNCIL REVIEW:**

# **Previous Contact(s)**

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

**Proposed Upcoming Contact(s)** 

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

#### **Time Constraints:**

N/A

# **ANTICIPATED RESULT IF NOT APPROVED:**

Informational only, no approval requested.

# **ATTACHMENTS**:

N/A